

***HERITAGE LAKE PARK
Community Development
District
October 6, 2025 MEETING
AGENDA PACKAGE***

The meeting will be held at:
Heritage Lake Park Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, Florida 33983

Communications Media Technology Via Teams

[Join the meeting now](#)

Meeting ID: 242 646 886 903 8

Passcode: o2Vo3oV2

Dial in by phone

[+1 646-838-1601,,119754097#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 119 754 097#



11555 HERON BAY BOULEVARD, SUITE 201
CORAL SPRINGS, FLORIDA 33076

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

- ☐ James DeFilippo, Chairperson
- ☐ Greg Krauss, Vice Chairperson
- ☐ Robert Delagi, Assistant Secretary
- ☐ Elizabeth Shella, Assistant Secretary
- ☐ Niles Waring, Assistant Secretary

- ☐ Justin Faircloth, District Manager
- ☐ Andrew Cohen, District Counsel
- ☐ Jeffrey Satfield, District Engineer

AGENDA

Monday, October 6, 2025 – 10:00 a.m.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Motion to Approve Agenda**
- 4. Audience Comments - Three (3) Minute Time Limit**
- 5. Staff Reports**
 - A. District Engineer
 - i. Stormwater System Repair Proposal Request Update
 - B. District Counsel
 - C. District Manager
 - i. SOLitude Service Report
 - a. Lake C Littoral Planting Proposal
 - ii. LMP Monthly Inspection Report
 - iii. Update on Follow-Up Actions
 - a. FY 2026 Egis Insurance Renewal
 - b. Envera Contract Update
- 6. Business Items**
 - A. Consideration of Road Paving RFPs
 - i. Ajax Paving Industries of Florida, LLC
 - ii. Bradanna, Inc.
 - iii. Pavement Maintenance, LLC
 - iv. Rose Paving LLC
 - B. Auditor Selection Committee Meeting
 - i. Presentation of Audit Proposals
 - ii. Audit Ranking Recommendations
- 7. Business Administration**
 - A. Minutes of the September 15, 2025 Regular Meeting
 - B. Acceptance of the August 2025 Financial Report
 - C. Ratification of Items Approved Under Resolution 2024-04
 - D. FY2025 Audit Recommendation & Authorization to Proceed

District Office

Inframark, Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
954-603-0033

Meeting Location

Heritage Lake Park Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, Florida 33983
941-624-4319

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

- ☐ James DeFilippo, Chairperson
- ☐ Greg Krauss, Vice Chairperson
- ☐ Robert Delagi, Assistant Secretary
- ☐ Elizabeth Shella, Assistant Secretary
- ☐ Niles Waring, Assistant Secretary

- ☐ Justin Faircloth, District Manager
- ☐ Andrew Cohen, District Counsel
- ☐ Jeffrey Satfield, District Engineer

8. Supervisor Requests

9. Chairperson's Comment

10. Audience Comments – *Three (3) Time Limit*

11. Adjournment

The next Meeting is scheduled to be held Monday, November 3, 2025 at 10:00 a.m.

District Office

Inframark, Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
954-603-0033

Meeting Location

Heritage Lake Park Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, Florida 33983
941-624-4319

Fifth Order of Business

5Ci.



Work Order	00868167	Account	Heritage Lake Park CDD
Work Order	00868167	Contact	Justin Faircloth
Number		Address	25614 Heritage Lake Blvd Punta Gorda, FL 33983 United States
Created Date	9/19/2025		

Work Details

Specialist Comments to Customer	Treated lakes 1, 2, 4, 8, and 9 for grasses and brush. Treated 8 for baby tears and surface algae. Thalia in the wetlands is getting very tall. Reported it to my manager incase it is to be trimmed back. Water levels low all lakes treated. Picked up trash and debris all lakes. Fountain working on 3. Will monitor and treat accordingly.	Prepared By	Alyxandra Bourque
---------------------------------------	---	-------------	-------------------

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd LAKE ALL	SHORELINE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	LAKE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	ALGAE CONTROL	
Heritage Lake Park Cdd LAKE ALL		

5Cia

SERVICES AGREEMENT

PROPERTY NAME: Heritage Lake Park CDD

CUSTOMER NAME: Heritage Lake Park CDD

SERVICE DESCRIPTION: **One Time Littoral Planting for Lake C**

EFFECTIVE DATE: September 25, 2025

SUBMITTED TO: Justin Faircloth

SUBMITTED BY: Bailey Hill

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

HERITAGE LAKE PARK CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Aquatic Vegetation Installation:

1. Company will install the following aquatic vegetation in the shelf identified in the map below:

<u>Pond</u>	<u>Quantity</u>	<u>Species</u>	<u>Size</u>
Pond C	340	Golden Canna (Canna flacida)	Bareroot
	510	Arrowhead (Sagittaria lancifolia)	Bareroot
	2,086	Gulfcoast spikerush (Eleocharis cellulosa)	Bareroot
	2,086	Pickerelweed (Pontederia cordata)	Bareroot

2. All aquatic plants will be installed on 1' centers.
3. Company will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
4. Company will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.
5. Company is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
6. Company is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planting with harsh weather conditions. Company will look to the forecasted weather prior to planting to give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.
7. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Company is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.



5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





SCHEDULE B – PRICING SCHEDULE

Total Price: **\$7,533.00** Price is valid for 60 days from the Effective Date

5Cii

Awaiting Report

5Ciii.a



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Heritage Lakes Park Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Heritage Lakes Park Community Development District
c/o Inframark Management Services - Coral Springs 210 N. University Drive, Suite 702
Coral Springs, FL 33071

Term: October 1, 2025 to October 1, 2026

Quote Number: 1001251043

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,422,102
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$327,500

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$25,298

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$1,000,000 each claim/annual aggregate
Fraudulent Instruction: \$250,000



PREMIUM SUMMARY

Heritage Lakes Park Community Development District
c/o Inframark Management Services - Coral Springs 210 N. University Drive, Suite 702
Coral Springs, FL 33071

Term: October 1, 2025 to October 1, 2026

Quote Number: 1001251043

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$25,298
Crime	\$567
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$9,244
Public Officials and Employment Practices Liability	\$3,573
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$38,682

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Heritage Lakes Park Community Development District

_____ (Name of Local Governmental Entity)	
By: _____ Signed by: C3DB60A2B95246B... Signature	_____ Jim DeFilippo _____ Print Name
Witness By: _____ Signed by: BED389EAE2E5949A... Signature	_____ Justin Faircloth _____ Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
 Administrator



PROPERTY VALUATION AUTHORIZATION

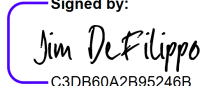
Heritage Lakes Park Community Development District
c/o Inframark Management Services - Coral Springs 210 N. University Drive, Suite 702
Coral Springs, FL 33071

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☒	Building and Content TIV	\$2,422,102	As per schedule attached
☒	Inland Marine	\$327,500	As per schedule attached
☐	Auto Physical Damage	Not Included	

Signed by:  9/26/2025
 Signature: _____ Date: _____
 Name: Jim DeFilippo
 Title: Chairman



Property Schedule

Heritage Lakes Park Community Development District

Policy No.: 1001251043
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Irrigation Control Panels and Valves		2006	10/01/2025	\$23,754		
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Pump / lift station	10/01/2026		\$23,754	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
2	Tennis Court Fence, Nets & Lights		2006	10/01/2025	\$136,086		
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Non combustible	10/01/2026		\$136,086	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
3	Swimming Pool,Deck and Pool Fence		2006	10/01/2025	\$100,000		
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Below ground liquid storage tank / pool	10/01/2026		\$100,000	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
4	Pool Awning		2006	10/01/2025	\$8,340		
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Property in the Open	10/01/2026		\$8,340	
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
5	Gatehouse		2006	10/01/2025	\$63,134		
	25500 Heritage Lake Blvd Punta Gorda FL 33983		Joisted masonry	10/01/2026	\$15,990	\$79,124	
	Gable			Metal panel			
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
6	Fitness Center		2006	10/01/2025	\$198,481		
	25633 Heritage Lake Blvd Punta Gorda FL 33983		Joisted masonry	10/01/2026	\$29,244	\$227,725	
	Cross hip			Metal panel			
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
7	Electric Gate		2006	10/01/2025	\$11,508		
	Willow Hammock Circle Punta Gorda FL 33983		Non combustible	10/01/2026		\$11,508	

Signed by:

Sign: _____

C3DB60A2B95246B...

Print Name: _____

Jim DeFilippo

Date: _____

9/26/2025



Property Schedule

Heritage Lakes Park Community Development District

Policy No.: 1001251043
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
8	Clubhouse		2006	10/01/2025	\$1,133,453		\$1,232,694	
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Joisted masonry	10/01/2026	\$99,241			
	Complex			Metal panel				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
9	6,030 Wall		2006	10/01/2025	\$323,376		\$323,376	
	North, E South and Portion of West Side Punta Gorda FL 33983		Masonry non combustible	10/01/2026				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
10	5 Mailbox Kiosks		2006	10/01/2025	\$55,000		\$55,000	
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Non combustible	10/01/2026				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
11	7 Irrigation Pumps		2006	10/01/2025	\$76,267		\$76,267	
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Pump / lift station	10/01/2026				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
12	2000 Ft Fence (PVC)		2006	10/01/2025	\$70,419		\$70,419	
	Rampart Blvd on either side of Heritage Lake Blvd Punta Gorda FL 33983		Non combustible	10/01/2026				
Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value			
13	1343 Wall/Westside of CDD		2006	10/01/2025	\$77,809		\$77,809	
	25635 Heritage Lake Blvd Punta Gorda FL 33983		Masonry non combustible	10/01/2026				
Total:				Building Value	Contents Value	Insured Value		
				\$2,277,627	\$144,475	\$2,422,102		

Signed by:

C3DB60A2B95246B...

Sign: _____

Print Name: _____

Jim DeFilippo

Date: 9/26/2025



Inland Marine Schedule

Schedule Items Effective Date of: 10/01/2025

Heritage Lakes Park Community Development District

Policy No.: 1001251043
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1			Other inland marine	10/01/2025	\$165,000	\$1,000
	22 Double Lamp Street Lights (\$7,500 Each)			10/01/2026		
2			Other inland marine	10/01/2025	\$162,500	\$1,000
	25 Single Lamp Street Lights (\$6,500 Each)			10/01/2026		
Total					\$327,500	

Signed by:

C3DB60A2B95246B...

Print Name: Jim DeFilippo

Date: 9/26/2025



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Heritage Lakes Park Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Heritage Lakes Park Community Development District
25635 Heritage Lake Blvd
Punta Gorda, FL 33983

Term: October 1, 2025 to October 1, 2026
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC1001251043

TYPE OF INSURANCE

Part A	Workers Compensation • Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> • \$1,000,000- Each Accident • \$1,000,000- Disease- Policy Limit • \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
9012	Building or Property Management--Property Managers and Leasing Agents & Clerical, Salespersons	\$50,440	0.66	\$332.90
Total Manual Premium				\$332.90
Increased ELL 1M/1M/1M				\$120.00
				\$452.90
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$452.90
Expense Constant				\$160.00
Terrorism				\$5.04
Policy Total				\$1,500.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Sixth Order of Business

6A

Heritage Lake Park CDD Road Paving Repairs RFP Summary and Recommendations					
Vendor Invited To Bid	Accepted Invitation	Bid Received	Total Price/Lumpsum	Proposed Schedule	Comments
ACPLM	No	Not Received	Not Received		
AJAX Paving	Yes	UPS 9/12/2025	\$584,900.00	Proposed Start date: 11/1/25 Total Project Duration: 60 Calendar Days	1. Does not specify Density Testing as part of their scope
All Paving	No	Not Received	Not Received		
Apex Paving	No	Not Received	Not Received		
Black Rock Asphalt	No	Not Received	Not Received		
Bonness Inc.	No	Not Received	Not Received		
Bradanna	Yes	Hand Delivered 9/18/2025	\$675,000.00	Proposed Start date: 1/12/26 Total Project Duration: 30 Calendar Days	1. Does not specify Density Testing as part of their scope
PMI	Yes	Hand Delivered 9/18/2025	\$425,918.50		1. Unit Price Schedule for Additional Work (Exhibit D) not included; 2. PMI includes Density Testing in their scope
Proway Paving	No	Not Received	Not Received		
Rose Paving	Yes	Hand Delivered 9/18/2025	\$466,104.00	Proposed Start date: 12/1/25 Total Project Duration: 8 Calendar Days	1. Unit Price Schedule for Additional Work (Exhibit D) not included; 2. Does not specify Density Testing as part of their scope

CPH Recommendation for Heritage Lake Park Repaving:

Four proposals were received in response to the RFP for repaving Heritage Lake Park. After careful review of all submissions, we recommend awarding the contract to Pavement Maintenance, LLC (PMI). PMI submitted the lowest responsive bid and demonstrated the required experience, technical expertise, and equipment to complete the project in accordance with the District's specifications.

To ensure project quality and compliance, we recommend that the final agreement with the successful bidder include the following provisions:

1. Inclusion of Exhibit D – Unit Price Schedule for Additional Work, as required in the RFP, to accommodate any unforeseen conditions or scope adjustments.
2. Requirement for density and thickness testing to be performed during construction, to verify proper compaction and ensure pavement quality aligns with specifications outlined in the CPH Project Manual, Section 02740, Part 1.04.

Heritage Lake Park CDD Bid Evaluation Score Sheet								
	Points	--	--	--	--	--		
AJAX Paving							Total Point	Average Point
<i>Completeness of Proposal</i>	5							
<i>Experience</i>	20							
<i>Qualifications of Key Personnel</i>	10							
<i>Machinery, Equipment and Manpower</i>	20							
<i>References</i>	15							
Cost <i>(425,918.50/584,900) x 30</i>	30	22	22	22	22	22	110	22
TOTAL	100							
							Weighted total	

Bradanna	Points	--	--	--	--	--	Total Point	Average Point
<i>Completeness of Proposal</i>	5							
<i>Experience</i>	20							
<i>Qualifications of Key Personnel</i>	10							
<i>Machinery, Equipment and Manpower</i>	20							
<i>References</i>	15							
Cost <i>(425,918.50/675,000) x 30</i>	30	<i>19</i>	<i>19</i>	<i>19</i>	<i>19</i>	<i>19</i>	95	19
TOTAL	100							
							Weighted total	

PMI	Points	--	--	--	--	--	Total Point	Average Point
<i>Completeness of Proposal</i>	5							
<i>Experience</i>	20							
<i>Qualifications of Key Personnel</i>	10							
<i>Machinery, Equipment and Manpower</i>	20							
<i>References</i>	15							
Cost (425,918.50/425,918.50) x 30	30	30	30	30	30	30	150	30
TOTAL	100							
							Weighted total	

Rose Paving	Points	--	--	--	--	--	Total Point	Average Point
<i>Completeness of Proposal</i>	5							
<i>Experience</i>	20							
<i>Qualifications of Key Personnel</i>	10							
<i>Machinery, Equipment and Manpower</i>	20							
<i>References</i>	15							
Cost <i>(425,918.50/466,104) x 30</i>	30	<i>27</i>	<i>27</i>	<i>27</i>	<i>27</i>	<i>27</i>	135	27
TOTAL	100							
							Weighted total	

6Ai



**Ajax Paving
Industries of Florida, LLC**

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

Bidder Contact Information:

Ajax Paving Industries of Florida, LLC

One Ajax Drive

North Venice, FL 34275-3624

Phone: (941) 486-3600

Fax: (941) 486-3500

Primary Contact Person:

Lauren Taylor

Cell (941)650-2380

ltaylor@ajaxpaving.com

USB flash drive attached:

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Ajax Paving Industries of Florida, LLC ☐ A Partnership

[Company Name] ☒ A Corporation

☐ A Subsidiary Corporation
2. Parent Company Name: Ajax Paving Industries of Florida, LLC
3. Parent Company Address:

Street Address One Ajax Drive

P.O. Box (if any) _____

City North Venice State FL Zip Code 34275

Telephone (941)486-3600 Fax no. (941)486-3500

1st Contact Name Lauren Taylor Title Estimator

2nd Contact Name Bobbi Jo Forman Title Contract Administrator
4. Proposer Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.

Street Address (same as item #3)

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contract Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes (X) No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (X) No ()

If no, please explain _____

- Date incorporated 2008 Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?
 Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (X) No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. What are the Proposer's current insurance limits? (Please see the attached certificate of insurance)

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (X) If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (X) If so, where and why? _____

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (X) If so, state name of individual, other organization and reason therefore. _____

12. List any and all (including both criminal and civil) litigation to which the Proposer has been a party in the last ten (10) years. none _____

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (X) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

14. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

15. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

16. Key Personnel: Describe experience of the principal individuals (Supervisors, etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Lauren Taylor		Estimator
Name		Position
asphalt paving	25	25
Type of Work	Yrs. Exp.	Yrs. With Firm
Albert Dowling		Asphalt Paving Superintendent
Name		Position
asphalt paving	33	20
Type of Work	Yrs. Exp.	Yrs. With Firm.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for award of the contract for Road Paving Repairs including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Ajax Paving Industries of Florida, LLC
Name of Proposer

By: 
Natalie H. Woody, Secretary/Treasurer
[Type Name and Title of Person Signing]

This 11th day of September, 2025

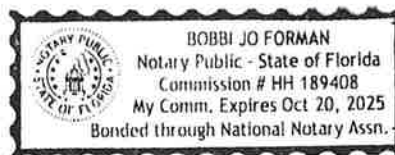
(Corporate Seal)



STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of September, 2025 by Natalie Woody as Secretary/Treasurer for Ajax Paving Industries of FL, LLC

(NOTARY SEAL)




Signature of Notary Public-State of Florida)

Bobbi Jo Forman
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

END

CORPORATE OFFICERS (Please see attached)

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____ is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, _____ by _____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Sarasota

Natalie H. Woody
(title) Secretary/Treasurer of
the Ajax Paving Industries of Florida, LLC

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

Natalie H. Woody
(Officer must also sign here)

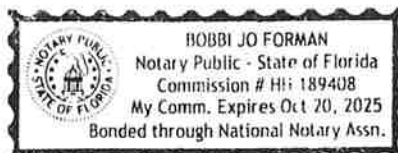
CORPORATE SEAL



STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of September, 2025 by Natalie Woody as Secretary/Treasurer for Ajax Paving Industries of FL, LLC

(NOTARY SEAL)



Bobbi Jo Forman
(Signature of Notary Public-State of Florida)

Bobbi Jo Forman
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Heritage Lake Park Community Development District.
2. This sworn statement is submitted by Ajax Paving Industries of Florida, LLC
[Print Name of Entity Submitting Sworn Statement]
whose business address is One Ajax Drive, North Venice, FL 34275
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1871966
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Natalie H. Woody and my relationship to the
entity named above is Secretary/Treasurer.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

 There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

Space left intentionally blank – Signature page to follow

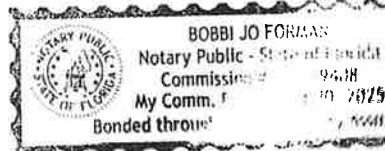
_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Natalie
Date 9/11/25

STATE OF Florida
COUNTY OF Sarasota

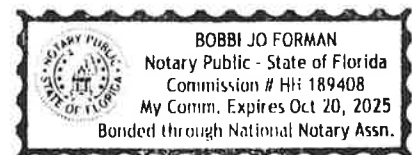
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of September, 2025 by Natalie H. Woody

(NOTARY SEAL)



Bobbi Jo Forman
(Signature of Notary Public-State of Florida)
Bobbi Jo Forman
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR PROPOSAL FORM

Project Title: Heritage Lake Park CDD Asphalt Road Milling and Resurfacing

Date: 9/11/2025

Submitted To: Heritage Lake Park CDD c/o CPH Corporation

Address: 1715 Monroe Street, 5th floor, Fort Myers, FL 33901

Phone / Email: (239)332-5499

I. CONTRACTOR INFORMATION

Company Name: Ajax Paving Industries of Florida, LLC

Contractor License #: CGC1516738

Authorized Representative: Lauren Taylor

Address: One Ajax Drive, North Venice, FL 34275

Phone: (941)486-3600 **Email:** ltaylor@ajaxpaving.com

II. PROJECT SUMMARY

The undersigned Contractor proposes to furnish all labor, materials, equipment, tools, supervision, and services necessary for the completion of the following described scope of work:

Scope of Work Summary

A. Milling and Resurfacing:

Perform milling and resurfacing of the existing asphalt roads within Heritage Lake Park CDD to restore smooth, durable road surfaces.

B. Materials & Labor:

Provide and install all required materials, equipment, labor, and tools reasonably necessary for proper completion of the work, whether or not explicitly mentioned in the Contract Documents.

C. Protection & Repair:

Repair, replace, or compensate the Owner for any damage caused to existing property including, but not limited to, pavements, lawns, structures, and utilities.

D. Contract Type:

The project will be completed under a **single lump sum contract**.

In the event that the CDD elects to modify or expand the scope of work, such additions will be addressed through a **Unit Price Contract**. The Contractor agrees to provide a schedule of unit prices for materials, labor, and equipment that may be used to calculate costs for any additional

work requested by the CDD. All unit prices are subject to CDD approval and shall be incorporated into a formal change order prior to execution of any additional work.

III. PROPOSED CONTRACT AMOUNT

Lump Sum Price for Total Project: \$ 584,900.00

(Written Amount): Five hundred eighty-four thousand, nine hundred dollars and zero cents.

Additional Scope: *Exhibit D - Provide a Unit Price Schedule*

This price includes all labor, materials, equipment, permits, fees, insurance, overhead, and profit.

IV. PROPOSED SCHEDULE

Proposed Start Date: 11/1/25

Estimated Completion Date: 12/19/25

Total Project Duration (Calendar Days): 60

V. CONTRACTOR'S ACKNOWLEDGMENT

The undersigned certifies that they have reviewed the project site, understand the scope of work and conditions, and are capable of executing the work as described above. All work will comply with applicable codes, safety regulations, and industry standards.

Contractor Signature: Lauren Taylor

Name / Title: Lauren Taylor/Estimator

Date: 9/11/2025

EXHIBIT "D"
UNITED PRICE SCHEDULE FOR ADDITIONAL WORK

Exhibit D — Unit Price Schedule for Additional Work

To be completed by Contractor and approved by the CDD prior to execution of any additional work outside the lump sum scope.

Item No.	Description of Work	Unit of Measure	Unit Price (\$)	Notes / Conditions
1	Asphalt milling (remove existing pavement)	Square Yard (SY)	\$ 7.00	Includes haul-off and disposal
2	Asphalt resurfacing (hot mix asphalt)	Square Yard (SY)	\$ 24.00	Includes tack coat and compaction
3	Pavement marking (6" line striping, white/yellow)	Linear Foot (LF)	\$ 2.25	Includes materials and layout
	24" Stop bars	Linear Foot (LF)	\$ 15.50 -	Includes materials and layout
4	MOT/Traffic control and signage (temporary)	Per Day	\$ 5500.00	As needed for safety during work
5	Mobilization (for added work only)	Per Mobilization	\$ 2500.00	Applies if scope addition is significant
6	Repair to lawn/landscape areas		At General Contractor's Cost	
7	Mobilization (striping)	Per Mobilization	\$500/EA	Additional Striping
8				

Notes:

1. Unit prices include all labor, equipment, tools, overhead, and profit.
2. Unit prices are valid for 90 days from proposal date unless otherwise agreed.
3. All added work must be approved by the CDD through a signed change order prior to execution.



Ajax Paving's Community Development District References

CDD Name	# Contracts Past 5 Years & still client
1. Wellen Park fka West Villages Improvement District	5
2. Port LaBelle CDD	2
3. Lakewood Ranch Inter-District-District Authority	1
4. Gateway Services CDD	1
5. Southshore Bay CDD	2
6. Highlands CDD	2
7. GreyHawk Landing CDD	1



CUSTOMER REFERENCES

City of Sarasota

Erik Isern, P.E.
1761 12th Street
Sarasota, FL 34236
Erik.Isern@SarasotaFL.gov
(941) 390-5078
(941) 263-6138

City of Venice

Peter Boers, Procurement Manager
401 West Venice Avenue
Venice, FL 34285
pboers@venicegov.com
(941) 486-2626
(941) 486-2790 fax

Sarasota County Capital Projects

Craig Pike, Project Manager /
Administrator II
1001 Sarasota Center Blvd.
Sarasota, FL 34240
cpike@scgov.net
(941) 415-4201

Charlotte County

Jeff Keyser
18500 Murdock Circle
Port Charlotte, FL 33948
jeff.keyser@CharlotteCountyFL.gov
(941) 575-3614
(941) 575-3614

Lee County

Frank Laco, DOT/Engineering
2115 Second Street
Fort Myers, FL 33901
FLaco@leegov.com
(239) 533-9300
(239) 533-9445 fax

Lee County

Steve Fort Sr., Project Manager
2115 Second Street
Fort Myers, FL 33901
sfort@leegov.com
(239) 533-9300

DeSoto County BOCC

Cindy Talamantez, Purchasing Manager
201 E. Oak Street, Suite 203
Arcadia, FL 34266
c.talamantez@desotobocc.com
(863) 993-4816

Hendry County

Jorge Hernandez, Project Engineer
99 East Cowboy Way
LaBelle, FL 33975
Jorge.Hernandez@hendryfla.net
(863) 675-5222 office
(863) 612-4726 desk
(863) 674-2941 fax

City of St. Petersburg

Mike Gebler, PMP
P.O. Box 2842
St. Petersburg, FL 33731
Michael.Gebler@stpete.org
(727) 893-7197

Florida Department of Transportation

District Seven
Conrad Campbell, P.E.
11201 N. McKinley Drive
Tampa, FL 33612
(813) 975-6294

Florida Department of Transportation

Farhad Zafaranian
11201 N. Malcolm McKinley Dr.
Tampa, FL 33612
Farhad.zafaranian@dot.state.fl.us
(813) 446-6062
(813) 323-1139

Pinellas County

Brian Mowry, Sr. Dept. Administrative
Manager
Building 16, 22211 U.S. Highway 19 North
Clearwater, FL 33765
bmowry@pinellas.gov
(727) 742-4085
(727) 464-8885

Pasco County

Manuel "Manny" Gomez, Senior PM
4454 Grand Blvd.
New Port Richey, FL 34652
magomez@pascocountyfl.net
(727) 834-3611 ext. 8519
(727) 457-8530

City of New Port Richey

Martin Field, Construction Services
Manager
6132 Pine Hill Rd.
Port Richey, FL 34668
fieldm@cityofnewportricher.org
(727) 359-9319
(727) 841-4543

City of Port Richey

Sal Licari, Operations Manager
6333 Ridge Rd.
Port Richey, FL 34668
s.licari@cityofportricher.gov
(727) 816-1907
(727) 816-1900 Ext. 107

Florida Department of Transportation

District One
John Sands
801 N. Broadway Avenue
Bartow, FL 33830
(863) 519-2279
(863) 519-2661 fax

Polk County

Doug Gable, Engineering Manager
3000 Sheffield Road
Winter Haven, FL 33880
DougGable@polk-county.net
(863) 565-2285

Hardee County

Christopher Simpron, Public Works
Director
205 Hanchey Road
Wauchula, FL 33873
Christopher.Simpron@hardeecounty.net
(863) 773-3272



**Ajax Paving
Industries of Florida, LLC**

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

References:

1. GreyHawk Landing CDD (Milling & Repaving)
Greyhawk Blvd. off SR64- Bradenton
c/o Schappacher Engineering
Rick Schappacher, P.E. (941)251-7613
rick@schappachereng.com
2. Venetia (Milling & Repaving)
US41 & Jacaranda Blvd.- Venice, FL
George Sperry (941)441-5135
georgesperry@aol.com
3. Silver Oak in Palmer Ranch (Milling & Repaving)
Central Sarasota Parkway & Honore Avenue- Sarasota, FL
Scott Paddock (941)893-7001
scottcpaddock@gmail.com
4. Ventura Village
Bellagio Blvd. & Layton Drive- Venice
Phil Carlucci (718)986-7567
pc.venturavillagehoa@gmail.com



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Agenda Page 63



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Agenda Page 64



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CUC1224679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ajax Paving Industries of Florida LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

One Ajax Dr

6 City, state, and ZIP code

North Venice, FL 34275

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

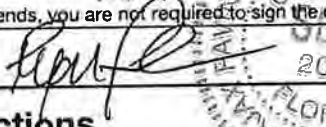
2 6 - 1 8 7 1 9 6 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **1/7/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 21, 2025

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

REVISED

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive, flowing style.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

January 3, 2025

TO WHOM IT MAY CONCERN:

RE: Ajax Paving Industries of Florida LLC

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000 per single project and \$750,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,762,981,000.

Ajax Paving Industries of Florida LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Holly Nichols, Attorney-in-fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Harick, Holly Nichols, Jason Rogers, Mark Madden, Michael D. Lechner, Nicholas Ashburn, Paul M. Hurley, Richard S. McGregor, Robert D. Heuer

All of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of January, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE **PROGRAM**

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection



Michael A. Horan

Chief Executive Officer





CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 10
DATE (MM/DD/YYYY)
5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Alan Nava PHONE (A/C, No, Ext): (248)519-1306 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: anava@ghbh.com
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER(S) AFFORDING COVERAGE INSURER A: American Contractors Insurance Co A 12300 INSURER B: ACIG Insurance Company A 19984 INSURER C: Continental Insurance Company A 35289 INSURER D: Travelers Excess+Surplus Lines Co.A++X 29696 INSURER E: Indian Harbor Insurance Company A+ XV 36940 INSURER F:

COVERAGES**CERTIFICATE NUMBER:25-26 Kara w/ Pollution****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GL25A00094	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GL25B00094 (GL Excess)	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ XCU Coverage Included						MED EXP (Any one person) \$ 5,000
A	☒ Contractual Liability			GL25C00094 (6L Excess)	6/1/2025	6/1/2026	PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AL25000039	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB ☒ OCCUR			CUE7039655619	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WCA000030725	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liab			CE07421287	6/1/2025	6/1/2026	Occurrence/Aggregate \$ \$5,000,000
D	Inland Marine			QT 630- 4W330426-TXS-25	6/1/2025	6/1/2026	Leased/Rented \$ \$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R McGregor/ALNAVA

© 1988-2014 ACORD CORPORATION. All rights reserved.

AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>		<u>CAPACITY</u>
			<u>EXPERIENCE</u>	<u>CAPACITY</u>	
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43		Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34		Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12		Engineer/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21		Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21		Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34		Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10		Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8		Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20		Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6		Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23		Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20		Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35		Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28		Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23		Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24		Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12		Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20		Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34		Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12		EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19		Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14		Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2		Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45		Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17		Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42		Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21		Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35		Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11		Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18		Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28		Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40		Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43		Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29		Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15		Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22		Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26		Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling



**Ajax Paving
Industries of Florida, LLC**

An Equal Opportunity Employer

**One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600**

July 24, 2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filing of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida

in the following manner:


Michael A. Horan
Chief Executive Officer/Manager

Vince Hafeli
President


Scott Pittman
Executive Vice President - Marketing
and Government Affairs


Andre DeCraene
Executive Vice President - Operations


Dave Reid
Senior Estimator


Joseph Minich
Regional Vice President, Tampa


Felipe Jaramillo
Engineer Director


Mickey Cox
Vice President of Plants and Materials


Ryan Palmer
Chief Financial Officer


Matt Desotell
Regional Vice President, Ft. Myers


Matthew Horan
Regional Vice President, North Venice

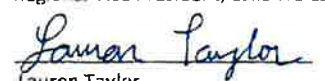

John Savage
Director of Quality Control


Natalie Woody
Secretary/Treasurer


Christie Alvaro
Director of Estimating


Jericha Gervais
Receivables Manager/Release Forms

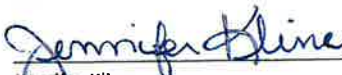

Clay Cross
Regional Vice President, Lake Wales


Lauren Taylor
Estimator


Lee Strauss
Estimator


Mark Miller
Estimator


Sharon Radford
Estimator


Jennifer Kline
Contract Compliance Specialist

Welcome
Ingrid Delaney

User ID

Last Login
01:31 PM - 01/11/2016

Log Out

Click any  for help[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Share Ideas](#)[Contact Us](#)

Company Information

Company Name: Ajax Paving Industries of Florida, LLC

[View / Edit](#)

Company ID Number: 390402

Doing Business As (DBA)
Name:

DUNS Number: 032436479

Physical Location:

Address 1: One Ajax Drive

Address 2:

City: North Venice

State: FL

Zip Code: 34275

County: SARASOTA

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 261871966

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 2

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

State of Florida

Department of State

I certify from the records of this office that AJAX PAVING INDUSTRIES OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2008, effective July 16, 1981.

The document number of this limited liability company is L08000010565.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 23, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2025*




Secretary of State

Tracking Number: 3109830108CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format



AJAX PAVING INDUSTRIES OF FLORIDA LLC

Unique Entity ID XHFAM55Z66J5	CAGE / NCAGE 1E7E3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 2, 2025	
Physical Address 1 Ajax DR North Venice, Florida 34275-3505 United States	Mailing Address One Ajax DR North Venice, Florida 34275-3505 United States	

CITY OF VENICE
401 W. Venice Ave.
Venice, FL 34285



LOCAL BUSINESS TAX RECEIPT

BUSINESS NAME: AJAX PAVING INDUSTRIES OF FLOR

BUSINESS LOCATION: 1 AJAX DR

BUSINESS OWNER:

LOCAL BUSINESS TAX RECEIPT
NUMBER: 21180
EXPIRES: September 30, 2026

AJAX PAVING INDUSTRIES OF FLOR
510 GENE GREEN RD
NOKOMIS, FL 34275

BUSINESS CLASS: MANUFACTURING

A handwritten signature in black ink, consisting of a stylized 'S' followed by a cursive 'D'.



CITY CLERK

TO BE POSTED IN A CONSPICUOUS PLACE



Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE

7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE

24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1

One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2

40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3

12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4

7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5

11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8

1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS

500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275
Ph (941) 486-3600 • Fax (941) 486-3500

6Aii

REQUEST FOR PROPOSAL
FOR
ROAD PAVING REPAIRS
for
HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Request for Proposal..... 3

Instructions to Proposers..... 4

Proposer Qualification Statement..... 10

Draft Agreement for Road Paving Repairs..... 22

Exhibit A, Scope of Work 33

Exhibit B, Plans 47

Exhibit C, Proposal Form 49

Exhibit D, United Price Schedule for additional work..... 52

**REQUEST FOR PROPOSAL
ROAD PAVING REPAIRS
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing Road Paving Repairs for the District as described below.

The Request for Proposal Package which includes the Project scope of work will be available beginning on Wednesday, September 3, 2025 at 9:00 a.m. In order to obtain the documents please submit a request via email to Ms. Bianca Miller of CPH Corp. at bianca.miller@cphcorp.com.

The District is a Community Development District established under Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the project scope and meet the following qualifications: (i) fully licensed and insured, (ii) five (5) plus years minimum continuous operation, (iii) experience with at least three (3) other communities of a similar nature, size and amenity level to the Heritage Lake Park community, with verifiable references, and (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization. In addition, Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for their own evaluation of the road system.

Entities desiring to submit proposals for this project must submit one (1) original hard copy and one (1) electronic copy via flash drive of the required proposal no later than Tuesday, September 16, 2025 at 5:00 p.m. to the attention of Ms. Bianca Miller at the Offices of CPH, 1715 Monroe Street, 5th Floor, Fort Myers, Florida 33901. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals may be delivered using FedEx, UPS or other similar carrier, or hand-delivered. An electronic copy should be submitted as well to Janice.Swade@inframark.com. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District’s sole and absolute discretion. Proposals will be reviewed and then a final decision made by the District Board of Supervisors at a duly noticed public meeting on Monday, October 6, 2025 at 10:00 a.m.

The District has the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. The District may further postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Ms. Bianca Miller at bianca.miller@cphcorp.com. Questions received after 5:00 p.m. on Tuesday, September 16, 2025, will not be answered.

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

ROAD PAVING REPAIRS

Instructions to Proposers

SECTION 1. DUE DATE: Sealed proposals will be received no later than Tuesday, September 16, 2025, at 5:00 p.m. at the offices of CPH, 1715 Monroe Street, 5th Floor, Fort Myers, Florida 33901, Attention: Bianca Miller. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

Proposals shall be submitted as one (1) original hard copy and one (1) electronic copy via flash drive. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title, and the name and address of the Proposer, and accompanied by the required documents. If the proposal is sent through a carrier or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District ROAD PAVING REPAIRS ENCLOSED)" on the face of it). All costs to prepare and submit a response shall be borne by the Proposer.

Proposals will be considered at the October 6, 2025 10 a.m., meeting of the Heritage Lake Park Community Development District Board of Supervisors, as referenced herein, and a decision made as to the acceptance of a specific proposal or rejection of all proposals. As referenced, the District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with an award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District's best interest to do so.

SECTION 2. SIGNATURE ON PROPOSAL. The Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 3. PRE-PROPOSAL VISIT & FAMILIARITY WITH THE PROJECT: The Proposer is encouraged to visit the Heritage Lake Park community prior to submitting a proposal. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. The Proposer is also assumed to be familiar with the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all applicable laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL AND DEFAULT HISTORY. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper license and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Scope or this Request for Proposals are to be directed in writing, via e-mail only, to Justin Faircloth, District Manager, at Justin.Faircloth@inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda to all parties recorded as having received the Request for Proposal. Answers to all questions will be provided to all known potential proposers by e-mail. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all addenda. In making its proposal, each Proposer represents that it has read and understands the project scope and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of services to be provided and accompanying rates.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to another Proposer, perform the work by day/temporary labor, or through in-house operations. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 11. INSURANCE. By submittal of a Proposal, the Proposer confirms the Proposer's ability to meet the insurance coverage requirements set forth below and provided herein.

General Liability Insurance: Limits of not less than \$1,000,000.00 per occurrence, \$5,000,000.00 aggregate covering all work performed under this Contract.

Automobile Liability Insurance: Limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

Workers Compensation Insurance: Limits of not less than \$1,000,000 per employee per accident.

Umbrella Insurance – Limits of not less than \$ 5,000,000.00.

In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds within five (5) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 12. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence, reckless and/or willful misconduct as well as breach of contract.

SECTION 13. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposals:

- A. List position or title, corporate responsibilities and years' experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, umbrella, and automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Request for Proposals.

SECTION 15. PROTESTS. A Notice of Protest regarding the Proposal Documents/Project Manual (including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposals), a Proposal rejection, or an award under the Request for Proposals, must be filed in writing, within seventy-two (72) hours after the receipt of the Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at the offices of Inframark located at 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076, Attention: Justin Faircloth. The formal protest, setting forth with particularity the facts and law upon which the protest is based, shall be filed within seven (7) calendar days after the initial Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents. Any entity who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or an award under the RFP shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for any protest shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than five thousand dollars (\$5,000.00). Bonds shall be by a U.S. postal service money order, certified cashier's check, or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District.

Failure to post such bond within the requested time period shall result in the protest being dismissed by the District with prejudice with the Proposer afforded no relief. If the entity protesting the award prevails, the bond shall be returned to the protester; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on Criteria presented in the Evaluation Criteria sheet set forth herein. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the roadway repairs. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.** Proposals may be held by the District for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract. During this time, all provisions of the submitted proposal must be in effect, including pricing. District representatives may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the disqualification of the proposal response.

EVALUATION CRITERIA

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the District by the due date and time and in the manner set forth in this RFP. Once proposals are received, the members of the District's Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the District. The Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat and professional in appearance.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	20
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	10
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform	20

	the work in a high-quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.	
5.	References Assessment of proposer's work by client references and references with demonstrated success in providing similar product and installation. References must also indicate proposer's ability to form positive and collaborative relationships with clients and clients' staff.	15
6.	Cost Cost Proposal will be evaluated using the following formula: $(\text{Lowest Proposed Cost} / \text{Proposer's Cost}) \times 30 = \text{Total Cost Points}$	30
Total		100

SECTION 17. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Proposer. Price adjustments will be based on the unit prices proposed by the Proposer in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 18. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to contract negotiations or communications with staff not concerning this solicitation.

SECTION 19. PRICING. Proposers shall submit their price information on the supplied proposal form with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions during the proposal process.

SECTION 20. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 21. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully, through intent or design, or inadvertently appearing separately in transmitting letters,

specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal.

SECTION 21. PUBLIC RECORDS. All proposals submitted are public records subject to production unless specifically exempt by Florida Statutes or additional applicable law.

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Bradanna, Inc ☐ A Partnership
[Company Name] ☒ A Corporation
☐ A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:
Street Address 75 Vineyards Blvd Suite 203
P.O. Box (if any) _____
City Naples State FL Zip Code 34119
Telephone 239-455-8891 Fax no. _____
1st Contact Name Nick Curcio Title Estimator
2nd Contact Name Joe Steinmann Title President
4. Proposer Company Address (if different):
Street Address _____
P. O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.
Street Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contract Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes (✓) No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (✓) No ()

If no, please explain _____

- Date incorporated 1985 Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?
 Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (✓) No ()

7.1 If yes, provide the following: — attached

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. What are the Proposer's current insurance limits? — Attached

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (✓) If so, state the name(s) of the company (ies) _____

 The state(s) where barred or suspended _____
 State the period(s) of debarment or suspension _____

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (✓) If so, where and why? _____

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (✓) If so, state name of individual, other organization and reason therefore. _____

12. List any and all (including both criminal and civil) litigation to which the Proposer has been a party in the last ten (10) years. N/A _____

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (✓) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

14. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. NA
15. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

16. Key Personnel: Describe experience of the principal individuals (Supervisors, etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Joe Steinmann President / Project Manager
Name Position

45 45
Type of Work Yrs. Exp. Yrs. With Firm

Dillon Steinmann General Superintendent
Name Position

18 18
Type of Work Yrs. Exp. Yrs. With Firm.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for award of the contract for Road Paving Repairs including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Bradanna Inc
Name of Proposer

By: [Signature]
Joe Steinmann
[Type Name and Title of Person Signing]

This 15 day of September, 2025

(Corporate Seal)

STATE OF FL
COUNTY OF Collier

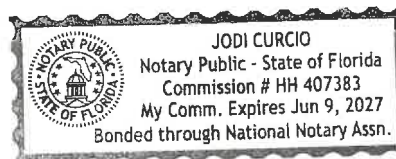
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2025 by Joe Steinmann as President for Bradanna Inc.

(NOTARY SEAL)

[Signature]
(Signature of Notary Public-State of Florida)

Jodi Curcio
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____



END

CORPORATE OFFICERSCompany Name Bradonna, IncDate 9/15/25

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Joseph Steinmann	President	All	Naples, FL
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR CORPORATION

State of Florida
County of Collier

SS:

Joe Steinmann
(title) President
the Corporation of

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.



(Officer must also sign here)

CORPORATE SEAL

STATE OF Florida
COUNTY OF Collier

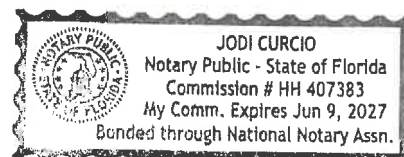
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2025 by Joe Steinmann as President for Bradanna Inc.

Jodi Curcio
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

Jodi Curcio
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Heritage Lake Park Community Development District.
2. This sworn statement is submitted by Bradanna, Inc
[Print Name of Entity Submitting Sworn Statement]
whose business address is 75 Vineyards
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3031751
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Joseph Stemmann and my relationship to the
entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

☐ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

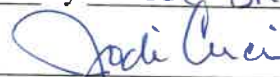
Space left intentionally blank – Signature page to follow

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)


Date: 9.15.25

STATE OF Florida
COUNTY OF Collier

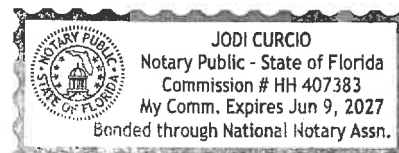
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2025 by Joe Steinmann.


(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

Jodi Curcio
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



DRAFT AGREEMENT FOR ROAD PAVING REPAIRS

This Agreement (“Agreement” or “Contract”), is made between Heritage Lake Park Community Development District, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark, 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076, and _____, a Florida Corporation (hereinafter referred to as the “Contractor”) with an address of _____, Florida _____, on this ____ day of _____, 2025.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District owns the roadways throughout the community and has a need to retain an independent contractor to perform paving repairs and related remediation work on District owned property; and

WHEREAS, the Contractor has offered to provide such work pursuant to the proposal form attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision and transportation for asphalt repairs and related remediation work (hereinafter referred to as the “Contract Work”) as more specifically detailed in the technical specifications attached hereto as **Exhibit “A”** and the plans attached hereto as **Exhibit “B”** in accordance with the Proposal Form attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein.

III. CONTRACT SUM

The District agrees to pay Contractor for the Contract Work the total sum of _____ (\$____.____) (hereinafter referred to as the "Contract Sum"). The District shall pay the Contractor for the Contract Work upon completion in full of the Contract Work to the District's satisfaction at the District's sole and absolute discretion. An initial payment to cover material costs of up to twenty percent (20%) of the Contract Sum will be made by Owner upon written request from Contractor. Progress payments will then be made upon request and only after approval by the District's engineer. Partial releases may be requested as partial payments are made.

The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred. The Contract Sum and Contract Time (as defined below) will be adjusted accordingly.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District's discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract, receipt of all insurance referenced herein as well as the Payment and Performance Bonds referenced herein, the Contract Work shall commence on or about _____, 2025. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the District and/or its representatives no later than sixty (60) calendar days from commencement of Contract Work (hereinafter referred to as the "Contract Time"). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens and Claims: The Contractor shall provide and pay for all labor, materials and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and

county laws or requirements. The Contractor shall keep, observe and perform all requirements of applicable local, State and Federal laws, rules, regulations or ordinances.

5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all

deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of ten (10) calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of the Contract Work, Contractor shall obtain performance and payment bonds each in the amount of the Contract Sum and provide the bonds to the District. The performance and payment bonds shall be in a form suitable for a public project and acceptable to the District, and also from a surety acceptable to the District. The premiums for the performance and payment bonds shall be paid by the Contractor and included in the Contract Sum. Owner shall provide at least ten (10) days written notice to the surety prior to any request to perform or otherwise pay damages or liabilities arising under such bonds, provided that Owner's delay in providing such notice shall not in any way relieve the surety of its obligation, damages or liabilities under such bonds.

X. CORRECTING WORK; WARRANTY

1. When it appears to the District during the course of repair that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.

2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of eighteen (18) months from completion and acceptance by the District.

XI. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on ten (10) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and all materials and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
2. On a default by Contractor, the District may elect to terminate the Contract immediately. Alternatively, the District may elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

XII. WORK CHANGES

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, as referenced above, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

XIII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIV. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be

bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
9. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Heritage Lake Park Community Development District
 Attn: Justin Faircloth, District Manager
 11555 Heron Bay Boulevard, Suite 201
 Coral Springs, Florida 33076
 e-mail: Justin.Faircloth@inframark.com

With a copy to: Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240
e-mail: acohen@flgovlaw.com

To Contractor: _____

e-mail: _____

10. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.
11. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of

the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK, 210 N. UNIVERSITY DRIVE, SUITE 701, CORAL SPRINGS, FLORIDA 33071, 954-603-0033 EXT. 40532, SANDRA.DEMARCO@INFRAMARK.COM.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Heritage Lake Park
Community Development District**

By: _____
Title: _____
Date: _____

(Contractor)

By: _____
Title: _____
Date: _____

EXHIBIT “A”
SCOPE OF WORK

PROJECT MANUAL
FOR THE
Mill and Resurfacing of the District Roadways
FOR
Heritage Lakes Park CDD

May 21, 2025



Engineers
Architects
Planners
Landscape Architects
Surveyors
Environmental Scientists
Construction Management
Design/Build

Certificate of Authorization No. 00003215

2216 Altamont Avenue
Ft. Myers, Florida 33901
Ph. 239.332.5499
Fx. 239.332.2955

SECTION 00005
CERTIFICATIONS PAGE

This Project Manual is certified as follows:

Civil Engineer

Divisions 1 and 2

CPH, LLC
500 West Fulton Street
Sanford, Florida 32771
Ph. 407-322-6841

Certificate of Authorization No. 3215

This item has been digitally signed and sealed by Matthew S. D'Angelo on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Matthew
S
D'Angelo

Digitally signed by Matthew S
D'Angelo
DN: cn=US, o=Unaffiliated,
dnQualifier=
A01410C0000018F0C90D7E400
11E381, cn=Matthew S
D'Angelo
Reason: I am the author of this
document
Location
Date: 2025.05.27
15:28:10
-04'00'
Foxit PDF Editor Version: 13.0.1



Matthew S. D'Angelo, P.E. 91885

5/27/2025

Date

The appendices to this Project Manual may contain information prepared by other professionals, bearing the name, address, and logo of the professional. CPH, LLC is not responsible for items prepared by other professionals, and these items are not covered under the above registered professionals' signature and seal.

END OF SECTION

PROJECT MANUAL INDEX

Heritage Lakes Park Mill and Resurfacing Project

Sheet Index

00001 Project Manual Cover Page	00001-1
00005 Certifications Page	00005-1
00010 Project Manual Index	00010-1

Division 1 - General Requirements

01110 Summary of Work	01110-1 - 01110-2
01270 Measurement and Payment	01270-1 - 01270-2
01425 FDOT Standards Reference	01425-1 - 01425-2
01450 Quality Control	01450-1 - 01450-3

Division 2 - Site Construction

02740 Paving	02740-1 - 02740-2
--------------	-------------------

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

00010-1

PROJECT MANUAL INDEX

SECTION 01110
SUMMARY OF WORK

GENERAL

1.01 Section Includes

Summary of work, work sequence, operation of existing facilities, use of premises, coordination, cutting and patching

1.02 Summary of Work

- A. The Project consists of milling and resurfacing existing Heritage Lakes Park asphalt roads.
- B. Furnish all materials, equipment, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.
- C. Repair, replace, or otherwise settle with the Owner, if damage to property or existing facilities occurs, including damage to pavements, utilities, lawns, structures, etc.
- D. Construct the Project under a single lump sum contract.

1.03 Work Sequence

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

1.04 Operation of Existing Facilities

The Owner shall be able to operate existing facilities 24 hours per day, 7 days per week.

1.05 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.06 Coordination

- A. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers and to assure compliance with schedules.

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

SUMMARY OF WORK

01110-1

1.07 Cutting and Patching

- A. The Contractor shall, at no additional expense to the Owner, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish.

END OF SECTION

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

SUMMARY OF WORK

01110-2

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Section Includes

Measurement and payment provisions, schedule of values

1.02 General Measurement and Payment Provisions

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made as a lump sum which will be complete payment for all work called for or reasonably inferable from the Contract Documents and other work will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease the work to be performed to accord with such changes, including deductions or additions to the scope of work outlined in the Contract Documents. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. Changes resulting in changes in the scope or quantities of Work or time or other conditions of work will be basis for consideration of a Change Order which is to be negotiated and executed before proceeding with the work. A supplemental agreement between the Contractor and the Owner will be required when such changes meet the conditions described in the Supplementary Conditions. Work which has not been authorized by a written Change Order will not be subsequently considered for additional payment.
- C. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. If the Contractor makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the ENGINEER and/or OWNER renders a decision denying such request, the CONTRACTOR must notify the Engineer in writing within 3 days of the time that the CONTRACTOR is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the Engineer from the Contractor within the 3 day period shall be just reason for the Engineer to re-evaluate his previous decision.
- E. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

MEASUREMENT AND PAYMENT

01270-1

acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced price, all at the discretion of the Engineer.

- F. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- G. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.

1.03 Schedule of Values

Submit Schedule of Values for approval prior to commencing construction. As a minimum, include those values reported on the Bid Form. The Schedule of Values shall be the basis for making payment applications and establishing prices for Change Orders.

END OF SECTION

SECTION 01425

FDOT STANDARDS REFERENCE

PART 1 GENERAL

1.01 Section Includes

Instruction on the use and applicability of FDOT standards on the project

1.02 Requirements

- A. The Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest non-metric edition ("Standard Specifications"), and Standard Plans for Road Construction, latest non-metric edition ("Standard Plans") are referenced herein as source documents for applicable technical specifications and construction details to be used in the construction of this project. The term "latest edition" refers to the latest edition implemented by FDOT and includes all FDOT implemented supplements.
- B. Method of Measurement and Basis of Payment is to be in accordance with these Contract Documents rather than the Florida Department of Transportation Standard Specifications. Any item which is detailed in the Plans and for which material types, sizes and quality are also called out, the "Standard Plans" shall take preference over the plan detail unless otherwise directed by the Engineer.
- C. Where the FDOT Standard Specifications use the reference "Department", replace "Department" with "Owner", except for when such reference is to Department Standards and evaluation criteria.
- D. The Standard Plans are referenced herein as a source document for applicable construction items and details called for in the plans for which a specific plan detail is not provided. The Contractor shall construct the items called for in the plans in accordance with the "Standard Plans" unless otherwise defined or detailed in the plans or as directed by the Owner, Engineer or authorized representative.
- E. The Standard Plans are available for download from the FDOT website at:

fdot.gov/design/standardplans
- F. In case of conflict, the Project Manual takes precedence over FDOT specifications for a particular construction requirement.
- G. Copies of the latest implemented edition and implemented supplements of the Florida Department of Transportation Standard Specifications are available for download from the FDOT website at:

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

FDOT STANDARDS REFERENCE

01425-1

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

- H. The Contractor shall inform the Owner and Engineer in writing of any specification that the Contractor feels is ambiguous or conflicting with other plan notes and details prior to the construction of the associated item. The Engineer will determine which information is to be used for construction. The Contractor is responsible for the removal and replacement of any item improperly constructed resulting from a misinterpretation of the specifications at no additional cost to the Owner.

PART 2 EXECUTION

2.01 General

The Contractor shall use Divisions Two (II) and Three (III) of the FDOT Specifications as they relate to methods of construction and material types and quality for the appropriate construction items contained within this project.

END OF SECTION

SECTION 01450**QUALITY CONTROL****GENERAL****1.01 Section Includes**

Quality control, quality assurance

1.02 Quality Control

- A. It is the Contractor's responsibility to perform all work in conformance with the Plans and Specifications. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing, as part of its Contract work in accordance with the Contract Documents and to submit details of its Program to the Engineer for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make its own determination that the work is being performed in compliance with the Project requirements.
- B. As part of the Contractor's Quality Control Program included as part of its work, the Contractor shall employ and pay for an independent, approved soils testing laboratory to perform testing services outlined in these Contract Documents.
- C. The Contractor's Quality Control Program shall include, but not be limited to, the following in addition to the type and frequency of tests as required by the technical specifications:
 - 1. Portland cement concrete and asphalt paving quality control testing including design mix review, materials, field slump and air content, and field and lab cured strength samples and testing.
- D. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner or Engineer acceptance of a supplier of materials or equipment proposed to be incorporated into the work.
- E. Any design or testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the Owner and the Engineer, approved in writing, and

complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

- F. Testing laboratories, whether provided by the Owner or the Contractor, shall promptly notify the Owner, Engineer and the Contractor of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit two (2) copies of all reports directly to the Owner and Engineer and two (2) copies to the Contractor.

1.03 Quality Assurance

- A. In addition to the services provided by the laboratory paid for by the Contractor as a part of its work, the Owner, at its sole discretion, may employ an additional independent soils laboratory as part of Owner's Quality Assurance Program to verify that the work meets the requirements of the Contract Documents. The Owner furnished Quality Assurance testing may include the type and frequency of tests as required by the technical specifications. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for Owner testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that its work meets all provisions of the Contract Documents.
- B. The Contractor shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The Contractor shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

1.04 Testing of Materials

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received.
- B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the Engineer in writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.
- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.

SECTION 02740

PAVING

PART 1 GENERAL

1.01 Section Includes

- A. Asphalt pavement, including binder and surface course.
- B. Repair and restoration of existing paving.
- C. Paving and temporary paving timing requirements.

1.02 References

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition:
 - 1. Section 334 - Superpave Asphalt Concrete

1.03 Submittals

Submit proposed design mix for review and approval. Submit for each proposed mix the following: Gradation analysis; proposed asphalt binder.

1.04 Quality Control

- A. Field compaction density and thickness testing frequencies of the asphalt shall be tested once every 200 linear feet of paving per 24-ft wide strip, staggered left, center and right of centerline. Where less than 200 linear feet of asphalt is placed in one day, provide minimum of one test for each per day's construction at a location designated by the Engineer.
- B. Asphalt extraction gradation shall be tested from grab samples collected once every 1800 square yards of asphalt delivered to the site, or a minimum of once per day. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.
- C. All other testing requirements and acceptance criteria shall be in accordance with FDOT specifications.

1.05 Project Conditions

- A. Apply asphalt in accordance with FDOT requirements. Do not apply when the base is wet, contains excess moisture, or during rain.

- B. Do not spread the mixture when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved to the extent that the bond between layers will be diminished.

PART 2 PRODUCTS

2.01 General

The superpave mix and thickness shall be in accordance with the Pavement Exhibit.

PART 3 EXECUTION

3.01 General

All installation and testing procedures shall be in accordance with FDOT requirements, except for the frequency of testing outlined herein and measurement and payment requirements of section 01270.

END OF SECTION

**EXHIBIT “B”
PLANS**

47

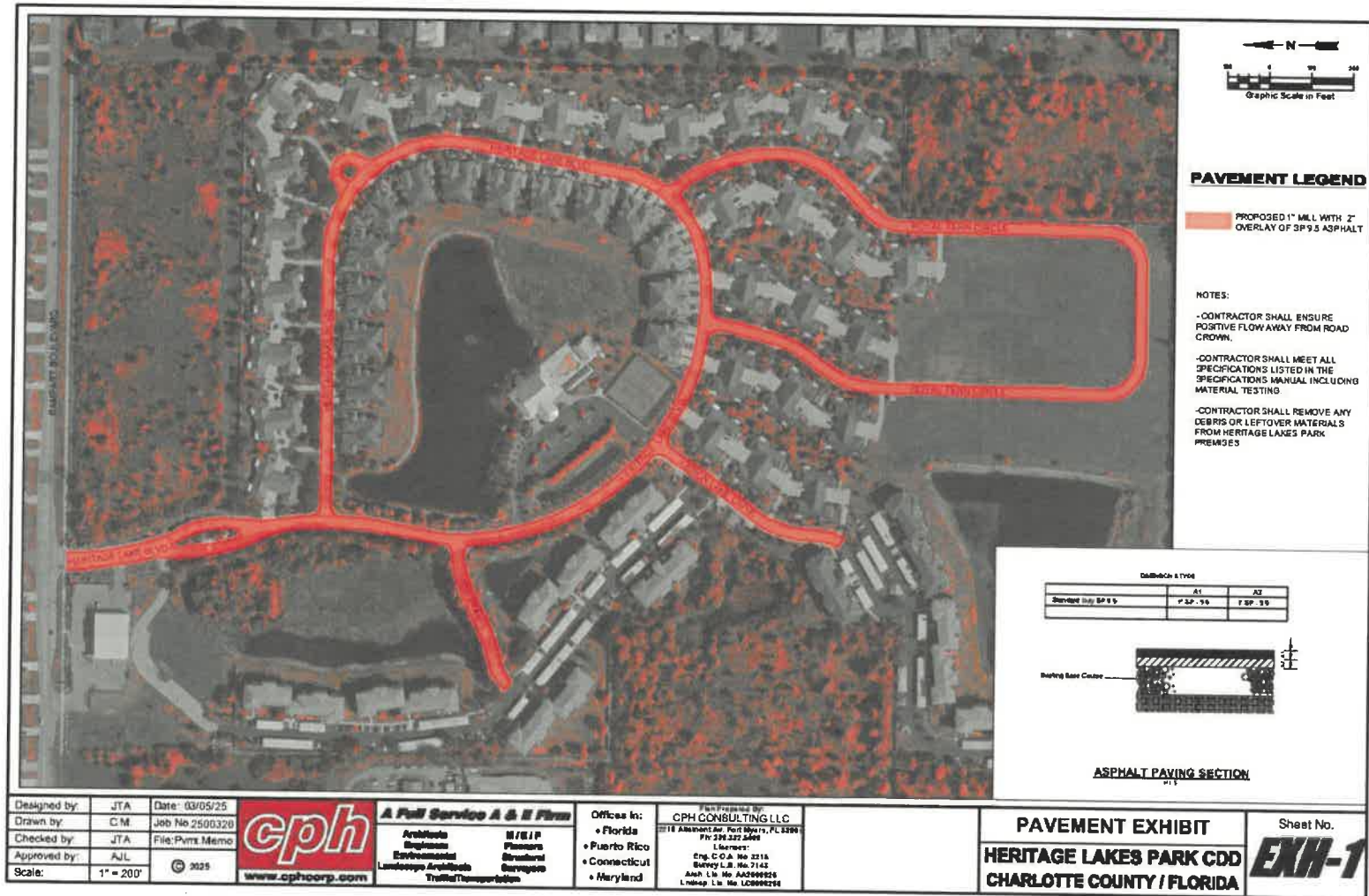


EXHIBIT "C"
PROPOSAL FORMS

CONTRACTOR PROPOSAL FORM

Project Title: Heritage Lake Park CDD Asphalt Road Milling and Resurfacing

Date: September 16, 2025

Submitted To: CPH

Address:

Phone / Email: 239-465-8891 Nick @ Bradenna . com

I. CONTRACTOR INFORMATION

Company Name: Bradenna, Inc

Contractor License #: CGC 1907312

Authorized Representative: Joe Steinmann

Address: 75 Vineyards Blvd Suite 203 Naples, FL 34119

Phone: 239-465-8891 **Email:** Joe @ Bradenna . com

II. PROJECT SUMMARY

The undersigned Contractor proposes to furnish all labor, materials, equipment, tools, supervision, and services necessary for the completion of the following described scope of work:

Scope of Work Summary

A. Milling and Resurfacing:

Perform milling and resurfacing of the existing asphalt roads within Heritage Lake Park CDD to restore smooth, durable road surfaces.

B. Materials & Labor:

Provide and install all required materials, equipment, labor, and tools reasonably necessary for proper completion of the work, whether or not explicitly mentioned in the Contract Documents.

C. Protection & Repair:

Repair, replace, or compensate the Owner for any damage caused to existing property including, but not limited to, pavements, lawns, structures, and utilities.

D. Contract Type:

The project will be completed under a **single lump sum contract**.

In the event that the CDD elects to modify or expand the scope of work, such additions will be addressed through a **Unit Price Contract**. The Contractor agrees to provide a schedule of unit prices for materials, labor, and equipment that may be used to calculate costs for any additional

work requested by the CDD. All unit prices are subject to CDD approval and shall be incorporated into a formal change order prior to execution of any additional work.

III. PROPOSED CONTRACT AMOUNT

Lump Sum Price for Total Project: \$ 675,000
(Written Amount): Six hundred seventy five thousand dollars.

Additional Scope: *Exhibit D - Provide a Unit Price Schedule*

This price includes all labor, materials, equipment, permits, fees, insurance, overhead, and profit.

IV. PROPOSED SCHEDULE

Proposed Start Date: January 12, 2026
Estimated Completion Date: February 4, 2026
Total Project Duration (Calendar Days): 30

V. CONTRACTOR'S ACKNOWLEDGMENT

The undersigned certifies that they have reviewed the project site, understand the scope of work and conditions, and are capable of executing the work as described above. All work will comply with applicable codes, safety regulations, and industry standards.

Contractor Signature: 
Name / Title: Nick Curcio Estimator
Date: 9/15/25

EXHIBIT "D"
UNITED PRICE SCHEDULE FOR ADDITIONAL WORK

Exhibit D — Unit Price Schedule for Additional Work

To be completed by Contractor and approved by the CDD prior to execution of any additional work outside the lump sum scope.

Item No.	Description of Work	Unit of Measure	Unit Price (\$)	Notes / Conditions
1	Asphalt milling (remove existing pavement)	Square Yard (SY)	\$ <u>4.40</u>	Includes haul-off and disposal
2	Asphalt resurfacing (hot mix asphalt)	Square Yard (SY)	\$ <u>21.00</u>	Includes tack coat and compaction
3	Pavement marking (4" line striping, white/yellow) 24" Stop bars	Linear Foot (LF)	\$ <u>40</u>	Includes materials and layout
4	MOT/Traffic control and signage (temporary)	Per Day	\$ <u>600</u>	As needed for safety during work
5	Mobilization (for added work only)	Per Mobilization	\$ <u>7,500</u>	Applies if scope addition is significant
6	Repair to lawn/landscape areas		At General Contractor's Cost	
7				
8				

Notes:

- Unit prices include all labor, equipment, tools, overhead, and profit.
- Unit prices are valid for 90 days from proposal date unless otherwise agreed.
- All added work must be approved by the CDD through a signed change order prior to execution.



Subsection 7.1

Saddlestone

Ave Maria 10 phases including Maple Ridge, Anthem, Avalon

Royalwood Country Club infrastructure roadways mill and overlay

South Pointe Community Association

Sonoma Oaks Pulte



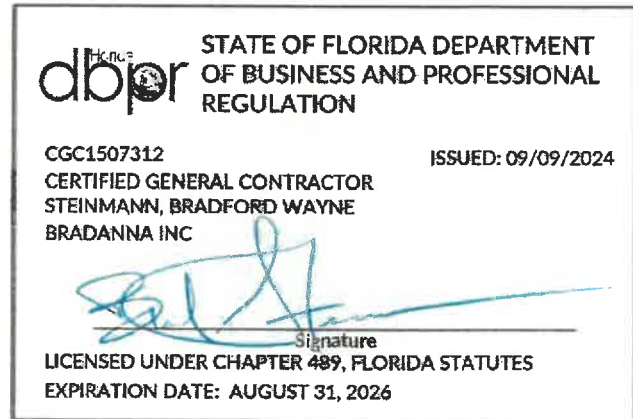
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC1507312

EXPIRATION DATE: AUGUST 31, 2026

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEINMANN, BRADFORD WAYNE
BRADANNA INC
75 VINEYARDS BLVD
NAPLES FL 34119



ISSUED: 09/09/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Stacey Shankle PHONE (A/C, No, Ext): 941-757-1789 FAX (A/C, No): E-MAIL ADDRESS: Sshankle@acrisure.com
INSURED Bradanna Inc 75 Vineyards Blvd Ste 203 Naples FL 34119	License#: BR-1796553 BRADINC-07

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Insurance Company	10178
INSURER B: Westchester Surplus Lines Insurance Company	10172
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 998121961**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GL10002732408	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		CA10007195404	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		UMB10001631208	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC010006589405	2/14/2025	2/14/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability		G71525466007	5/16/2025	5/16/2026	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section A. Coverage is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Who Is An Insured is amended to include as an "insured" any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional "insured" on your policy. Certificates of insurance will not be considered an Agreement to Insure.
Such person or organization is an additional "insured" but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

B. Paragraphs (2) and (4) under section 2. Coverage Extensions, a. Supplementary Payments are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

POLICY NUMBER: GL100027324-08

COMMERCIAL GENERAL LIABILITY
CGL 084 (02 21)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

POLICY NUMBER: GL100027324-08

COMMERCIAL GENERAL LIABILITY
CGL 084 (02 21)

- B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C.** This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F.** This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02-14-25** Policy No. **WC0100065894-05**

Insured **BRADANNA INC**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **FCCI Insurance Company**

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Agent Copy

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bradanna Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

75 Vineyards Blvd Suite 203

6 City, state, and ZIP code

Naples FL 34119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 3 0 3 1 7 5 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 4.14.25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Bradanna References:

- South Pointe HOA in Ft. Myers through Grady Minor ~14,000SY mill and overlay, remove and replace Valley Gutter throughout. Rick Featherstone 239-272-6234
- Isla Del Sol in Fiddlers Creek through Grady Minor ~9,000SY mill and overlay, misc. concrete and drainage work. Rick Featherstone 239-272-6234
- Chateaumere Condos in Pelican Bay through Davidson Engineering, mill and overlay, new pavers, misc concrete and drainage work. All Davidson staff we worked with are no longer with the company. Onsite management head of the condo is Glenn Duryea 239-641-2110
- Many projects in Ave Maria through Peninsula Engineering. George Valdes 239-920-1721
- 100,000+ SY of paving for Capling Leveling throughout Southwest Florida. Josh Hatcher 239-825-8027
- 100,000+ SY of paving for Earth Tech/Seagate throughout Southwest Florida Ben Figley 330-207-5113

6Aiii.

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Pavement Maintenance, LLC ☐ A Partnership
[Company Name] ☒ A Corporation
☐ A Subsidiary Corporation
2. Parent Company Name: Pavement Maintenance, LLC
3. Parent Company Address:
Street Address 1640 Benchmark Ave.
P.O. Box (if any) _____
City Fort Myers State Florida Zip Code 33905
Telephone (239) 334-6760 Fax no. (239) 334-6553
1st Contact Name Joseph Ward Title Manager
2nd Contact Name Joshua Chase Title Estimator
4. Proposer Company Address (if different):
Street Address _____
P. O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.
Street Address 1640 Benchmark Ave.
City Fort Myers State Florida Zip Code 33905
Telephone (239) 334-6760 Fax No. (239) 334-6553
1st Contract Name Dirk Danley Title Project Manager

6. Is the Proposer incorporated in the State of Florida? Yes () No (✓)

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (✓) No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?
 Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e. Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

Milling & Paving since January 2012

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (✓) No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client. **Please See Attached**

8. What are the Proposer's current insurance limits?

General Liability	\$ 1,000,000.00
Automobile Liability	\$ 1,000,000.00
Umbrella Coverage	\$ 10,000,000.00
Workers Compensation	\$ 1,000,000.00
Expiration Date	1/29/2026

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (✓) If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (✓) If so, where and why? _____

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (✓) If so, state name of individual, other organization and reason therefore. _____

12. List any and all (including both criminal and civil) litigation to which the Proposer has been a party in the last ten (10) years. N/A _____

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (✓) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

14. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. **Provided Upon Award of Contract**

15. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

Please See Attached

16. Key Personnel: Describe experience of the principal individuals (Supervisors, etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Please See Attached

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm.
--------------	-----------	-----------------



Expertise of Designated Staff

Contract Team

Joe Ward – Owner/Managing Member

Responsibilities: Oversees all operations related to the business and handles all pricing of bids.

Years with Company: 11, Owner/Managing Member

Years in construction: 15

Prior Employer: C.W. Roberts Contracting, Inc. – Ft. Myers, FL.

Large Project Experience: SR29 Milling and Resurfacing - \$15,000,000.00

Rick Schindler: - Operations Manager

Responsibilities: Oversees all operations, scheduling equipment, trucks, and visit job sites before moving onto projects.

Years with company: 6

Years in construction: 44

Prior Employer: Oscar Renda, Inc.

Large Project Experience: Utility Expansion Project – Biloxi, MS \$350,000,000.00

Gulf Coast Town Center – Estero, FL \$8,000,000.00

Bud Simons – Paving and Milling Manager

Responsibilities: Paving Foreman, oversees paving and milling crews & all QC needed for projects. Orders Asphalt and Trucks for Paving and Milling Operations

Years with company: 20

Years in construction: 25

Prior Employer: Accurate Paving – Ft. Myers, FL.

Large Project Experience: Lehigh Acres Resurfacing – \$3,800,000.00

Marco Gomez – Project Manager

Responsibilities: Manage specific projects, handle any issues that arise during construction, maintain all schedules and safety on jobsites.

Years with company: 7

Years in construction: 12

Prior Employer: International Sealcoating – Ft. Myers, FL.

Large Project Experience: Cape Coral Local Road Resurfacing –Lee County - \$4,300,000.00

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for award of the contract for Road Paving Repairs including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Pavement Maintenance, LLC
Name of Proposer

By: 
Joseph Ward, Manager
[Type Name and Title of Person Signing]

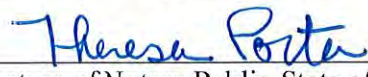
This 23rd day of September, 2025

(Corporate Seal)



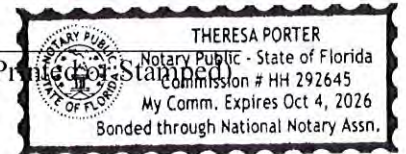
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025 by Joseph Ward as Manager for Pavement Maintenance, LLC.


(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed or Stamped)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

END

CORPORATE OFFICERS

Company Name Pavement Maintenance, LLC

Date 9/23/2025

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Joseph Ward	Manager	Managing resources, coordinating with subcontractors and vendors, overseeing quality and safety compliance.	Fort Myers, FL 33905
Juan Gomez	Manager	Managing resources, coordinating with subcontractors and vendors, overseeing quality and safety compliance.	Fort Myers, FL 33905
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of Florida

ss:

County of Lee

Joseph Ward, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.


(Proposer must also sign here)

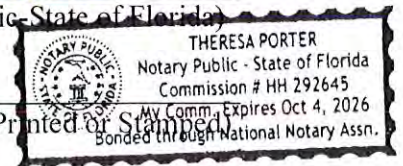
STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025 by Joseph Ward.


(Signature of Notary Public, State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed or Stamped)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

AFFIDAVIT FOR PARTNERSHIP

State of Florida ss:

County of Lee

Joseph Ward, is a member of the firm of Pavement Maintenance, LLC, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.



(Signature of a General Partner is Required)

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025 by Pavement Maintenance, LLC.

(NOTARY SEAL)


(Signature of Notary Public - State of Florida)

Theresa Porter
(Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

AFFIDAVIT FOR CORPORATION

State of Florida _____

ss:

County of Lee _____

Joseph Ward
 (title) Manager _____ of
 the Pavement Maintenance, LLC _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

Joseph Ward
 (Officer must also sign here)

CORPORATE SEAL



STATE OF Florida
 COUNTY OF Lee

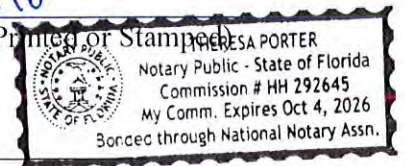
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025 by
Joseph Ward as Manager for Pavement Maintenance, LLC.

Theresa Porter
 (Signature of Notary Public-State of Florida)

(NOTARY SEAL)

Theresa Porter
 (Name of Notary Typed, Printed or Stamped)

Personally Known ☒ OR Produced Identification _____
 Type of Identification Produced _____



SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Heritage Lake Park Community Development District.
2. This sworn statement is submitted by Pavement Maintenance, LLC
 [Print Name of Entity Submitting Sworn Statement]
 whose business address is 1640 Benchmark Ave. Fort Myers, FL 33905
 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-4792573
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Joseph Ward and my relationship to the
 entity named above is Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

☐ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

Space left intentionally blank – Signature page to follow

☒ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Joseph Ward

Joseph Ward, Manager

Date: 9/23/2025

STATE OF Florida
COUNTY OF Lee

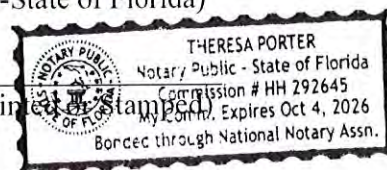
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025 by Joseph Ward.

Theresa Porter

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed or Stamped)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

March 24, 2025

City of Cape Coral
1015 Cultural Park Blvd, 2nd Floor
Cape Coral, FL 33990

Re: Pavement Maintenance, LLC

To Whom It May Concern:

As the surety for Pavement Maintenance, LLC we have had the continuing privilege of providing surety bonds for Pavement Maintenance, LLC. Currently, Pavement Maintenance, LLC, has a bonding capacity of individual projects of \$50,000,000 and a total aggregate limit of \$80,000,000.

The Company enjoys an excellent bonding line; it is operating currently under capacity and its bonding line is virtually fully available.

In our opinion, Pavement Maintenance, LLC., is one of the finest, best managed construction firms in the country. Pavement Maintenance, LLC has handled each of its projects in a professional manner and completed all satisfactorily.

We hope the above demonstrates our utmost confidence in Pavement Maintenance, LLC. We anticipate no problems in providing the necessary performance and payment bonds for the above referenced project.

Should you have any questions, please do not hesitate to call.

Sincerely,
Travelers Casualty and Surety Company of America


Wendy L. Hingson
Attorney-In-Fact

Confidence. For What's Next.™

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
PAVEMENT MAINTENANCE, LLC

Filing Information

Document Number L12000012332
FE/EIN Number 45-4792573
Date Filed 01/25/2012
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 07/24/2017
Event Effective Date NONE

Principal Address

1640 BENCHMARK AVE
FT. MYERS, FL 33905

Changed: 05/29/2012

Mailing Address

1640 BENCHMARK AVE
FT. MYERS, FL 33905

Changed: 05/29/2012

Registered Agent Name & Address

GSK REGISTERED AGENTS, INC.
1380 ROYAL PALM SQUARE BLVD.
FT. MYERS, FL 33919

Name Changed: 09/06/2024

Authorized Person(s) Detail

Name & Address

Title MGR

MCKNIGHT, LARRY E
1640 Benchmark Ave.
FT. MYERS, FL 33905

Title MGR

WARD, JOSEPH
1640 Benchmark Ave.
FT. MYERS, FL 33905

Title Manager

Gomez, Juan
1640 BENCHMARK AVE
FT. MYERS, FL 33905

Title Manager

Delacova, Debra
1640 BENCHMARK AVE
FT. MYERS, FL 33905

Title MGR

PORTER, THERESA
1640 BENCHMARK AVE
FT. MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2023	01/25/2023
2024	01/10/2024
2024	09/06/2024



1640 Benchmark Avenue, Fort Myers, FL 33905 Ph: 239-334-6760 Fax: 239-334-6553 Website: <http://pmioffortmyers.com>

Proposal & Contract

September 16, 2025

Heritage Lake Park
25365 Rampart Blvd
Punta Gorda, FL 33983
Attention: Ms. Bianca Miller

Phone: 239.332.5499
Email: bianca.miller@cphcorp.com

Pavement Maintenance, LLC., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvement at the: **Heritage Lake Park**

Description of Work and Price:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
	Density Testing	1	LS	\$ 12,000.00	\$ 12,000.00
	Maintenance of Traffic	1	LS	\$ 21,750.00	\$ 21,750.00
	Mill Existing Asphalt 1" (Includes Hauling & Disposal Off-site)	21,294	SY	\$ 2.70	\$ 57,493.80
	Prime	21,294	LS	\$ 0.55	\$ 11,711.70
	2" SP 9.5 Asphalt (Two 1" Lifts)	21,294	SY	\$ 14.50	\$ 308,763.00
	Stripe to Match Existing	1	LS	\$ 4,200.00	\$ 4,200.00
				Total: \$	425,918.50

Notes:

Unit price above are based on normal working hours and does not include working at night.
Not responsible for private utilities not located by the respective owner.

Exclusions:

Permits & Impact Fees
Blank Utility Conduits - Not Shown - Not Quoted
Repair of Broken Irrigation Heads/ Lines
Sod, Seed, or Mulch for Stabilization or Landscaping
Removal of unsuitable fill or replacement with acceptable material
Clean or Removal of Any Rocks or Debris Left By Other Trades
Erosion Control
Any landscape restorations

Survey & Layout
Bonding
Top Soil
Pipe Bollards
Irrigation Sleeves
Certified As-Builts



Any alteration or deviation from above specifications involving extra cost, will be executed upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and public liability Insurance on the above work to be taken out by:

Pavement Maintenance, LLC.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Terms 30 days.

Approved By:

Pavement Maintenance, LLC.

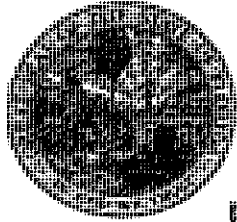
Joshua Chase

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date

Signature



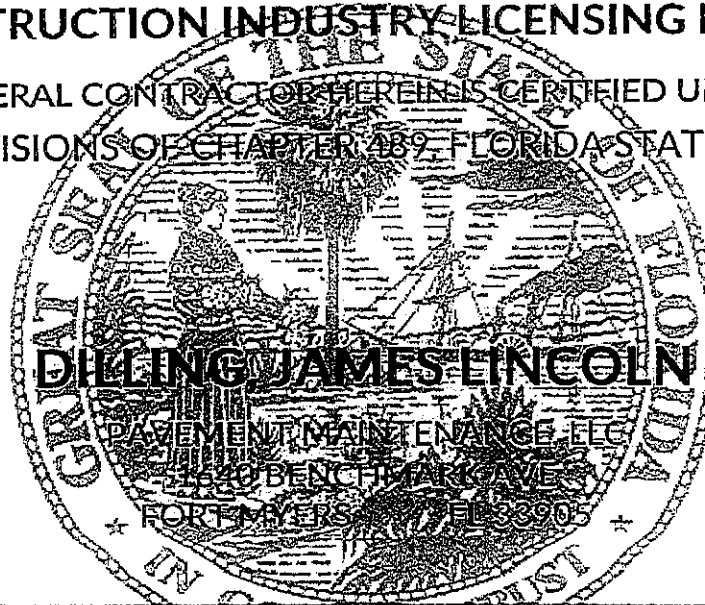
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



DILLING JAMES LINCOLN

PAVEMENT MAINTENANCE LLC

1540 BENCHMARK AVE

FORT MYERS FL 33905

LICENSE NUMBER: CGC1509116

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

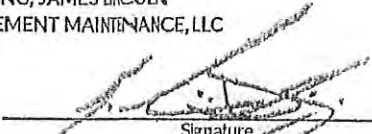
Agenda Page 163

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1509116	ISSUED: 08/01/2024
CERTIFIED GENERAL CONTRACTOR DILLING, JAMES LINCOLN PAVEMENT MAINTENANCE, LLC	
	
Signature	
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES EXPIRATION DATE: AUGUST 31, 2026	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1509116

EXPIRATION DATE: AUGUST 31, 2026

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DILLING, JAMES LINCOLN
PAVEMENT MAINTENANCE, LLC
1640 BENCHMARK AVE
FORT MYERS FL 33905

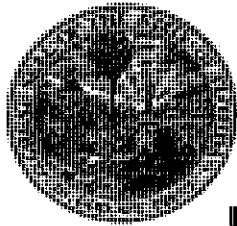


ISSUED: 08/01/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

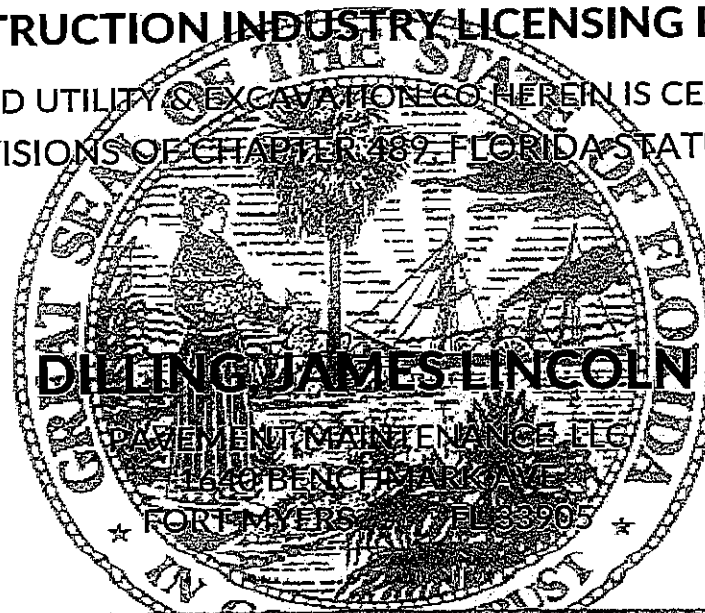
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: UC1224493

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Agenda Page 165

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CUC1224493	ISSUED: 08/01/2024
CERT UNDERGROUND & EXCAV CNTR DILLING, JAMES LINCOLN PAVEMENT MAINTENANCE, LLC	
 Signature	
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES EXPIRATION DATE: AUGUST 31, 2026	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1224493

EXPIRATION DATE: AUGUST 31, 2026

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DILLING, JAMES LINCOLN
PAVEMENT MAINTENANCE, LLC
1640 BENCHMARK AVE
FORT MYERS FL 33905



ISSUED: 08/01/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 28, 2025

PAVEMENT MAINTENANCE, LLC
1640 BENCHMARK AVE
FORT MYERS, FLORIDA 33905

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "J" and "T".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Wendy Hingson	
VTC Insurance Group		PHONE (A/C, No, Ext): (239) 275-8226	FAX (A/C, No): (239) 275-8226
Ft. Myers Office		E-MAIL ADDRESS: whingson@vtcins.com	
6820 Porto Fino Circle Ste 2		INSURER(S) AFFORDING COVERAGE	
Ft. Myers FL 33912		INSURER A: The Continental Casualty Company	
		INSURER B: National Fire Insurance of Hartford	
		INSURER C: The Continental Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Pavement Maintenance, LLC		20443	
1640 Benchmark Avenue		20478	
Fort Myers, Florida 33905		35289	

COVERAGES

CERTIFICATE NUMBER: 2024-2025 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Premises and Operations	X	Y	4027220140	1/29/2024	1/29/2025	MED EXP (Any one person) \$ 15,000
	☒ Coverage Inc. XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	X	Y	4026597472	1/29/2024	1/29/2025	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	X					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						Uninsured motorist combined single \$
C	☒ UMBRELLA LIAB			7012162215			EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	X		Umbrella Follows Form	1/29/2024	1/29/2025	AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000			Overrides GL, Auto & WC			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			7018335898	1/29/2024	1/29/2025	Leased/Rented Equipment \$600,000
							Any One Item \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, The City of Cape Coral is additional insured on the General Liability #CNA75079XX policy with respects to liability arising out of ongoing and completed operations performed by the named insured and with respects to the Auto Liability #CNA63359X. General Liability and Auto Liability include a Waiver of Subrogation on behalf of additional insured as required by written contract and where allowed by law.

Thirty (30) days notice of cancellation, Ten (10) days notice for non-payment of premium.

CERTIFICATE HOLDER

(239) 574-0432

City of Cape Coral
P O Box 150027
Cape Coral, FL 33915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wendy Hingson/V510

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

INS025 (201401)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: BKS Certificates Department	FAX (A/C, No): 813-984-3201	
	PHONE (A/C, No, Ext): 813-984-3200	E-MAIL ADDRESS: certificates@bks-partners.com	
INSURED Pavement Maintenance, LLC 1640 benchmark ave Fort Myers, FL 33905	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Bridgefield Casualty Insurance		10335
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1305993568

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0196-58592	8/5/2023	8/5/2024	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #BPW2201AP Local Road Resurfacing FY2022

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Cape Coral
PO Box 150027
Cape Coral FL 33915

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



The City of Fort Myers, Florida

Community Development Department

1825 Hendry Street, #101

Fort Myers, Florida 33901

Email: businesstax@cityftmyers.com

Agenda Page 169

SERVICES

EFFECTIVE 09/05/2024 - EXPIRING 09/30/2025

PAVEMENT MAINTENANCE LLC

1640 BENCHMARK AVE

FORT MYERS, FL 33905

Business Tax #: BUS2012-00550

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 09/05/2024 until 09/30/2025..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: Asphalt Paving



CITY OF FORT MYERS FLORIDA

Business Tax Receipt

1640 BENCHMARK AVE

PAVEMENT MAINTENANCE LLC

Business Tax#: BUS2012-00550

(397) b. Service Establishments: General

ALCOHOL SALES PERMITTED: No

HOMEBASED: No

Owner: PAVEMENT MAINTENANCE LLC, 1640 BENCHMARK AVE FORT MYERS, FL, 33905

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**



The City of Fort Myers, Florida

Community Development Department

1825 Hendry Street, #101

Fort Myers, Florida 33901

Email: businesstax@cityftmyers.com

Agenda Page 170

STATE CONTRACTOR

EFFECTIVE 09/05/2024 - EXPIRING 09/30/2025

PAVEMENT MAINTENANCE LLC

1640 BENCHMARK AVE

FORT MYERS, FL 33905

Business Tax #: BUS2012-00551

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 09/05/2024 until 09/30/2025..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: Certified General Contactor



CITY OF FORT MYERS FLORIDA

Business Tax Receipt

1640 BENCHMARK AVE

JAMES L. DILLING

Business Tax#: BUS2012-00551

(121) a. 1 Contractor: General

ALCOHOL SALES PERMITTED: No

HOMEBASED: No

Owner: PAVEMENT MAINTENANCE LLC, 1640 BENCHMARK AVE FORT MYERS, FL, 33905

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

5/23/2024

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
PAVEMENT MAINTENANCE LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Aldrin T. Sanders

Aldrin Sanders
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 5/23/2027

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.



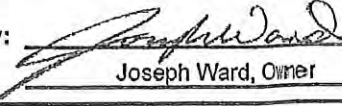
1640 Benchmark Avenue
Fort Myers, FL. 33905
Ph: (239) 334-6760

275-030-118
EQUAL OPPORTUNITY OFFICE
12/12
Page 1 of 2

Pavement Maintenance LLC hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: 05/23/2024

By:



Signature

Corporate FEID No.: 45-4792573

Joseph Ward, Owner

Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME: Debra Deaicova

TITLE: EEO Officer / Human Resource Administrator

EMAIL: Ddeiacova@pmioffl.com

ADDRESS: 1640 Benchmark Ave. Fort Myers, FL. 33905

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

State of Florida

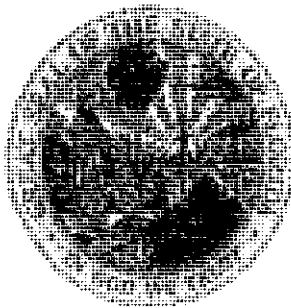
Department of State

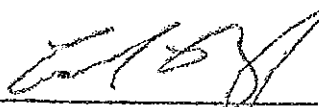
I certify from the records of this office that PAVEMENT MAINTENANCE, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 25, 2012.

The document number of this limited liability company is L12000012332.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 10, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2024*




Secretary of State

Tracking Number: 6339059730CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateStatus/CertificateAuthentication>

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

VTC Insurance Group

Ft. Myers Office

6820 Porto Fino Circle Ste 2

Ft. Myers FL 33912

INSURED

Pavement Maintenance, LLC

1640 Benchmark Avenue

Fort Myers, Florida 33905

CONTACT NAME: Wendy Hingson

PHONE (A/C, No, Ext): (239) 275-8226

FAX (A/C, No): (239) 275-8226

E-MAIL ADDRESS: whingson@vtcins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Continental Casualty Company

20443

INSURER B: National Fire Insurance of Hartford

20478

INSURER C: The Continental Insurance Company

35289

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2024-2025 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Premises and Operations	X	Y	4027220140	1/29/2024	1/29/2025	MED EXP (Any one person) \$ 15,000
	☒ Coverage Inc. XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	X	4026597472	1/29/2024	1/29/2025	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	Y				PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined single \$
C	☒ UMBRELLA LIAB	☒ OCCUR		7012162215	1/29/2024	1/29/2025	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE		Umbrella Follows Form			AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000			Overrides GL, Auto & WC			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			7018335898	1/29/2024	1/29/2025	Leased/Rented Equipment \$600,000
							Any One Item \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract, The City of Cape Coral is additional insured on the General Liability #CNA75079XX policy with respects to liability arising out of ongoing and completed operations performed by the named insured and with respects to the Auto Liability #CNA63359XX. General Liability and Auto Liability include a Waiver of Subrogation on behalf of additional insured as required by written contract and where allowed by law.
Thirty (30) days notice of cancellation, Ten (10) days notice for non-payment of premium.

CERTIFICATE HOLDER

(239) 574-0432

City of Cape Coral
P O Box 150027
Cape Coral, FL 33915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wendy Hingson/V510

©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

INS025 (201401)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: BKS Certificates Department		FAX (A/C, No): 813-984-3201
	PHONE (A/C, No, Ext): 813-984-3200		
	E-MAIL ADDRESS: certificates@bks-partners.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Bridgefield Casualty Insurance		10335
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED
Pavement Maintenance, LLC
1640 benchmark ave
Fort Myers, FL 33905

1PAVEMAI

COVERAGES

CERTIFICATE NUMBER: 1305993568

REVISION NUMBER:

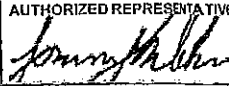
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG	\$
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE	\$
	☐ DEC ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0196-58592	8/5/2023	8/5/2024	X PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #BPW2201AP Local Road Resurfacing FY2022

CERTIFICATE HOLDER

CANCELLATION

City of Cape Coral PO Box 150027 Cape Coral FL 33915	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pavement Maintenance, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1640 Benchmark Avenue

6 City, state, and ZIP code
Fort Myers, FL 33905

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

4	5	-	4	7	9	2	5	7	3
---	---	---	---	---	---	---	---	---	---

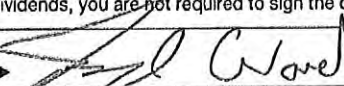
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► **04/28/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Local Business Tax Receipt

AUG - 5 2024
Agenda Page 178

PAVEMENT MAINTENANCE LLC
PAVEMENT MAINTENANCE LLC
1640 BENCHMARK AVE
FT MYERS, FL 33905

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:
number: **1042499 / 1602039**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1042499
Receipt Number: 1602039
State License Number: CGC1509116

Location:
1640 BENCHMARK AVE
FT MYERS, FL 33905

PAVEMENT MAINTENANCE LLC
DILLING JAMES L
1640 BENCHMARK AVE
FT MYERS, FL 33905

Account Expires: September 30, 2025

May engage in the business of:	
GENERAL CONTRACTOR-CERTIFIED	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID DP-00-02499847	07/31/2024
	\$ 50.00

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Pavement Maintenance, LLC	---
Company ID	Enrollment Date
160816	Oct 28, 2008
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
454792673	---
DUNS Number	Total Number of Employees
---	100 to 499
NAICS Code	Sector
238	Construction
Subsector	
Specialty Trade Contractors	

[Edit Company Information](#)

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
1640 Benchmark Ave
Fort Myers, FL 33905

Mailing Address
1640 Benchmark Ave
Fort Myers, FL 33905

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:
Verify its Own Employees

Memoandum of Understanding
[View Current MOU](#)



PMI:

Project Timeline (Tentative Start Date & Pending Weather Delays)

- Proposed Start Date: November 17th, 2025
- Estimated Completion Date: December 12th, 2025
- Total Project Duration: 3-4 Weeks (15-20 Working Days)

Exhibit D — Unit Price Schedule for Additional Work

To be completed by Contractor and approved by the CDD prior to execution of any additional work outside the lump sum scope.

Item No.	Description of Work	Unit of Measure	Unit Price (\$)	Notes / Conditions
1	Asphalt milling (remove existing pavement)	Square Yard (SY)	\$ <u>2.70</u>	Includes haul-off and disposal
2	Asphalt resurfacing (hot mix asphalt)	Square Yard (SY)	\$ <u>14.50</u>	Includes tack coat and compaction
3	Pavement marking (4" line striping, white/yellow)	Linear Foot (LF)	\$ <u>3.00</u>	Includes materials and layout
	24" Stop bars		\$65.00	
4	MOT/Traffic control and signage (temporary)	Per Day	\$ <u>2,500.00</u>	As needed for safety during work
5	Mobilization (for added work only)	Per Mobilization	\$ <u>1500.00</u>	Applies if scope addition is significant
6	Repair to lawn/landscape areas		At General Contractor's Cost	
7				
8				

Notes:

1. Unit prices include all labor, equipment, tools, overhead, and profit.
2. Unit prices are valid for 90 days from proposal date unless otherwise agreed.
3. All added work must be approved by the CDD through a signed change order prior to execution.



Recent Projects

Kelly Greens - Mill & Overlay

Location: 12300 Kelly Greens Blvd, Fort Myers, FL 33908

Customer Name: Kelly Greens Master Association, Inc.

Joe Ceci

Joe@kellygreens.com

239-466-9570 Ext.204

Work Provided: Setup and maintain M.O.T. Mill and resurfaced roadways.

Cost of Work: \$ 1,240,115.59

Cape Coral Local Road Resurfacing

Location: Various Locations in Cape Coral

Customer Name: City of Cape Coral Utilities

Kevin Smith

KevinKsmith@capecoral.net

239-242-3214

Work Provided: Setup and maintain M.O.T. Milled and resurfaced approximately 50 linear miles of roadways in Cape Coral, adjusted manholes and water valves on roadway, and removed and replaced damaged concrete sidewalk and curb.

Cost of Work: \$ 4,290,000.00

Riverwood Phase 2 Repaving

Location: 4100 Riverwood Dr, Pt Charlotte, FL 33953

Customer Name: Riverwood Community Association, Inc.

Bruce Dorfman

brucedorfman@riverwoodfl.org

(941) 764-6661

Work Provided: Setup and maintain M.O.T. Mill and resurfaced roadways.

Cost of Work: \$ 259,910.00

CR 835 Hendry County

Location: CR 835

Customer Name: Ajax Paving Industries of FL

Lee Strauss

Lstrauss@ajaxpaving.com

239-936-9444

Work Provided: Setup and maintain M.O.T. Mill and resurfaced roadways.

Cost of Work: \$ 3,253,000.00

6A.iv.

REQUEST FOR PROPOSAL
FOR
ROAD PAVING REPAIRS
for
HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Request for Proposal.....	3
Instructions to Proposers.....	4
Proposer Qualification Statement	10
Draft Agreement for Road Paving Repairs.....	22
Exhibit A, Scope of Work	33
Exhibit B, Plans	47
Exhibit C, Proposal Form	49
Exhibit D, United Price Schedule for additional work.....	52

**REQUEST FOR PROPOSAL
ROAD PAVING REPAIRS
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing Road Paving Repairs for the District as described below.

The Request for Proposal Package which includes the Project scope of work will be available beginning on Wednesday, September 3, 2025 at 9:00 a.m. In order to obtain the documents please submit a request via email to Ms. Bianca Miller of CPH Corp. at bianca.miller@cphcorp.com.

The District is a Community Development District established under Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the project scope and meet the following qualifications: (i) fully licensed and insured, (ii) five (5) plus years minimum continuous operation, (iii) experience with at least three (3) other communities of a similar nature, size and amenity level to the Heritage Lake Park community, with verifiable references, and (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization. In addition, Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for their own evaluation of the road system.

Entities desiring to submit proposals for this project must submit one (1) original hard copy and one (1) electronic copy via flash drive of the required proposal no later than Tuesday, September 16, 2025 at 5:00 p.m. to the attention of Ms. Bianca Miller at the Offices of CPH, 1715 Monroe Street, 5th Floor, Fort Myers, Florida 33901. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals may be delivered using FedEx, UPS or other similar carrier, or hand-delivered. An electronic copy should be submitted as well to Janice.Swade@inframark.com. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District’s sole and absolute discretion. Proposals will be reviewed and then a final decision made by the District Board of Supervisors at a duly noticed public meeting on Monday, October 6, 2025 at 10:00 a.m.

The District has the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. The District may further postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Ms. Bianca Miller at bianca.miller@cphcorp.com. Questions received after 5:00 p.m. on Tuesday, September 16, 2025, will not be answered.

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

ROAD PAVING REPAIRS

Instructions to Proposers

SECTION 1. DUE DATE: Sealed proposals will be received no later than Tuesday, September 16, 2025, at 5:00 p.m. at the offices of CPH, 1715 Monroe Street, 5th Floor, Fort Myers, Florida 33901, Attention: Bianca Miller. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

Proposals shall be submitted as one (1) original hard copy and one (1) electronic copy via flash drive. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title, and the name and address of the Proposer, and accompanied by the required documents. If the proposal is sent through a carrier or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District ROAD PAVING REPAIRS ENCLOSED)" on the face of it). All costs to prepare and submit a response shall be borne by the Proposer.

Proposals will be considered at the October 6, 2025 10 a.m., meeting of the Heritage Lake Park Community Development District Board of Supervisors, as referenced herein, and a decision made as to the acceptance of a specific proposal or rejection of all proposals. As referenced, the District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with an award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District's best interest to do so.

SECTION 2. SIGNATURE ON PROPOSAL. The Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 3. PRE-PROPOSAL VISIT & FAMILIARITY WITH THE PROJECT: The Proposer is encouraged to visit the Heritage Lake Park community prior to submitting a proposal. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. The Proposer is also assumed to be familiar with the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all applicable laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL AND DEFAULT HISTORY. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper license and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Scope or this Request for Proposals are to be directed in writing, via e-mail only, to Justin Faircloth, District Manager, at Justin.Faircloth@inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda to all parties recorded as having received the Request for Proposal. Answers to all questions will be provided to all known potential proposers by e-mail. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all addenda. In making its proposal, each Proposer represents that it has read and understands the project scope and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of services to be provided and accompanying rates.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to another Proposer, perform the work by day/temporary labor, or through in-house operations. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 11. INSURANCE. By submittal of a Proposal, the Proposer confirms the Proposer's ability to meet the insurance coverage requirements set forth below and provided herein.

General Liability Insurance: Limits of not less than \$1,000,000.00 per occurrence, \$5,000,000.00 aggregate covering all work performed under this Contract.

Automobile Liability Insurance: Limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

Workers Compensation Insurance: Limits of not less than \$1,000,000 per employee per accident.

Umbrella Insurance – Limits of not less than \$ 5,000,000.00.

In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds within five (5) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 12. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence, reckless and/or willful misconduct as well as breach of contract.

SECTION 13. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposals:

- A. List position or title, corporate responsibilities and years' experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, umbrella, and automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Request for Proposals.

SECTION 15. PROTESTS. A Notice of Protest regarding the Proposal Documents/Project Manual (including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposals), a Proposal rejection, or an award under the Request for Proposals, must be filed in writing, within seventy-two (72) hours after the receipt of the Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at the offices of Inframark located at 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076, Attention: Justin Faircloth. The formal protest, setting forth with particularity the facts and law upon which the protest is based, shall be filed within seven (7) calendar days after the initial Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents. Any entity who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or an award under the RFP shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for any protest shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than five thousand dollars (\$5,000.00). Bonds shall be by a U.S. postal service money order, certified cashier's check, or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District.

Failure to post such bond within the requested time period shall result in the protest being dismissed by the District with prejudice with the Proposer afforded no relief. If the entity protesting the award prevails, the bond shall be returned to the protester; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on Criteria presented in the Evaluation Criteria sheet set forth herein. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the roadway repairs. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.** Proposals may be held by the District for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract. During this time, all provisions of the submitted proposal must be in effect, including pricing. District representatives may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the disqualification of the proposal response.

EVALUATION CRITERIA

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the District by the due date and time and in the manner set forth in this RFP. Once proposals are received, the members of the District's Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the District. The Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat and professional in appearance.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	20
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	10
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform	20

	the work in a high-quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.	
5.	References Assessment of proposer's work by client references and references with demonstrated success in providing similar product and installation. References must also indicate proposer's ability to form positive and collaborative relationships with clients and clients' staff.	15
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 30 = Total Cost Points	30
Total		100

SECTION 17. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Proposer. Price adjustments will be based on the unit prices proposed by the Proposer in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 18. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to contract negotiations or communications with staff not concerning this solicitation.

SECTION 19. PRICING. Proposers shall submit their price information on the supplied proposal form with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions during the proposal process.

SECTION 20. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 21. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully, through intent or design, or inadvertently appearing separately in transmitting letters,

specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal.

SECTION 21. PUBLIC RECORDS. All proposals submitted are public records subject to production unless specifically exempt by Florida Statutes or additional applicable law.

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Rose Paving LLC / ☐ A Partnership
[Company Name] / ☒ A Corporation
/ ☐ A Subsidiary Corporation
2. Parent Company Name: Rose Paving LLC
3. Parent Company Address:
Street Address 600 N Villa Ave
P.O. Box (if any) _____
City Villa Park State IL Zip Code 60181
Telephone 708-430-1100 Fax no. 708-430-9100
1st Contact Name Rebecca McConnell Title Account Executive
2nd Contact Name Kirk Francis Title Director of Sales
4. Proposer Company Address (if different):
Street Address 9039 High Cotton Lane
P. O. Box (if any) _____
City Ft Myers State FL Zip Code 33905
Telephone 239-260-0655 Fax no. _____
1st Contact Name Rebecca McConnell Title Account Executive
2nd Contact Name Kirk Francis Title Director of Sales
5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.
Street Address 9039 High Cotton Lane
City Ft Myers State FL Zip Code 33905
Telephone 239-260-0655 Fax No. _____
1st Contract Name Rebecca McConnell Title Account Executive

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (x) No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?
 Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (x) No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. What are the Proposer's current insurance limits?

General Liability	\$ 2,000,000 _____
Automobile Liability	\$ 1,000,000 _____
Umbrella Coverage	\$ 10,000,000 _____
Workers Compensation	\$ 1,000,000 _____
Expiration Date	10/26/2025 _____

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (x) If so, state the name(s) of the company (ies) _____

 The state(s) where barred or suspended _____ N/A
 State the period(s) of debarment or suspension _____

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (x) If so, where and why? _____

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (x) If so, state name of individual, other organization and reason therefore.

12. List any and all (including both criminal and civil) litigation to which the Proposer has been a party in the last ten (10) years. _____

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

14. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
15. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

16. Key Personnel: Describe experience of the principal individuals (Supervisors, etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Sean Bhagwandat		Director of Operations	
Name		Position	
Office and Field Supervision		15	10
Type of Work		Yrs. Exp.	Yrs. With Firm
Demar Thomas		Superintendent	
Name		Position	
Field Supervision		15	10
Type of Work		Yrs. Exp.	Yrs. With Firm.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for award of the contract for Road Paving Repairs including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Rose Paving LLC
Name of Proposer

By: [Signature]
Tommy Murphy/ Vice President
[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2025 by Tommy Murphy as VICE PRESIDENT for ROSE PAVING LLC.

(NOTARY SEAL)



[Signature]
(Signature of Notary Public-State of Florida)
Liliana Canales
(Name of Notary Typed, Printed or Stamped)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

END

CORPORATE OFFICERS

Company Name Rose Paving LLC

Date 09-16-2025

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
ED CAMPBELL / MIKE CURRY	CEO		IL, FL
JARON SPAIN	PRESIDENT		IL
TERRY SMITH	COO		FL
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of FLORIDA

SS:

County of Broward

Tommy Murphy, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

[Signature]
(Proposer must also sign here)

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2025 by Tommy Murphy.

(NOTARY SEAL)



[Signature]
(Signature of Notary Public-State of Florida)

Liliana Canales
(Name of Notary Typed, Printed or Stamped)

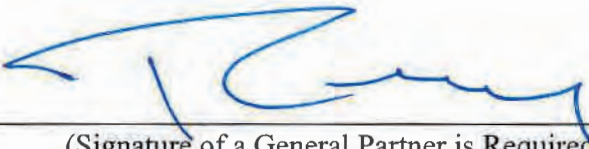
Personally Known X OR Produced Identification _____
Type of Identification Produced _____

AFFIDAVIT FOR PARTNERSHIP

State of FLORIDA ss:

County of BROWARD

TOMMY MURPHY, is a member of the firm of ROSE PAVING LLC, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

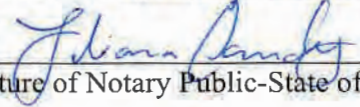

(Signature of a General Partner is Required)

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2025 by TOMMY MURPHY.

(NOTARY SEAL)




(Signature of Notary Public-State of Florida)

Liliana Canales
(Name of Notary Typed, Printed or Stamped)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

AFFIDAVIT FOR CORPORATION

State of FLORIDA

ss:

County of BROWARD

TOMMY MURPHY
(title) VICE PRESIDENT of
the ROSE PAVING LLC

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's **proposal**.

[Signature]
(Officer must also sign here)

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2025 by TOMMY MURPHY as VICE PRESIDENT for ROSE PAVING LLC.

(NOTARY SEAL)



[Signature]
(Signature of Notary Public-State of Florida)

Liliana Canales
(Name of Notary Typed, Printed or Stamped)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Heritage Lake Park Community Development District.
2. This sworn statement is submitted by ROSE PAVING LLC.

[Print Name of Entity Submitting Sworn Statement]

 whose business address is 6301 W Sunrise Blvd, Sunrise FL 33313
 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-5270739
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Tommy Murphy and my relationship to the entity named above is VP
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

 There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

Space left intentionally blank – Signature page to follow

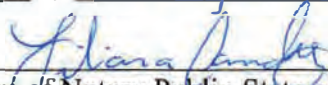
_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)



Date: 9-14-2025

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2025 by TOMMY MURPHY.



(Signature of Notary Public-State of Florida)

(NOTARY SEAL)



Liliana Canales

(Name of Notary Typed, Printed or Stamped)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

DRAFT AGREEMENT FOR ROAD PAVING REPAIRS

This Agreement (“Agreement” or “Contract”), is made between Heritage Lake Park Community Development District, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark, 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076, and Rose Paving , a Florida Corporation (hereinafter referred to as the “Contractor”) with an address of 9039 High Cotton Lane Fort Myers , Florida 33905 , on this 16 day of September , 2025.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District owns the roadways throughout the community and has a need to retain an independent contractor to perform paving repairs and related remediation work on District owned property; and

WHEREAS, the Contractor has offered to provide such work pursuant to the proposal form attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision and transportation for asphalt repairs and related remediation work (hereinafter referred to as the “Contract Work”) as more specifically detailed in the technical specifications attached hereto as **Exhibit “A”** and the plans attached hereto as **Exhibit “B”** in accordance with the Proposal Form attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein.

III. CONTRACT SUM

The District agrees to pay Contractor for the Contract Work the total sum of **(\$466,104.00)** (hereinafter referred to as the “Contract Sum”). The District shall pay the Contractor for the Contract Work upon completion in full of the Contract Work to the District’s satisfaction at the District’s sole and absolute discretion. An initial payment to cover material costs of up to twenty percent (20%) of the Contract Sum will be made by Owner upon written request from Contractor. Progress payments will then be made upon request and only after approval by the District’s engineer. Partial releases may be requested as partial payments are made.

The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred. The Contract Sum and Contract Time (as defined below) will be adjusted accordingly.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District’s discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract, receipt of all insurance referenced herein as well as the Payment and Performance Bonds referenced herein, the Contract Work shall commence on or about December, 2025. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the District and/or its representatives no later than sixty (60) calendar days from commencement of Contract Work (hereinafter referred to as the “Contract Time”). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens and Claims: The Contractor shall provide and pay for all labor, materials and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and

county laws or requirements. The Contractor shall keep, observe and perform all requirements of applicable local, State and Federal laws, rules, regulations or ordinances.

5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all

deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of ten (10) calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of the Contract Work, Contractor shall obtain performance and payment bonds each in the amount of the Contract Sum and provide the bonds to the District. The performance and payment bonds shall be in a form suitable for a public project and acceptable to the District, and also from a surety acceptable to the District. The premiums for the performance and payment bonds shall be paid by the Contractor and included in the Contract Sum. Owner shall provide at least ten (10) days written notice to the surety prior to any request to perform or otherwise pay damages or liabilities arising under such bonds, provided that Owner's delay in providing such notice shall not in any way relieve the surety of its obligation, damages or liabilities under such bonds.

X. CORRECTING WORK; WARRANTY

1. When it appears to the District during the course of repair that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.

2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of eighteen (18) months from completion and acceptance by the District.

XI. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on ten (10) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and all materials and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
2. On a default by Contractor, the District may elect to terminate the Contract immediately. Alternatively, the District may elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

XII. WORK CHANGES

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, as referenced above, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

XIII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIV. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be

bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
9. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Heritage Lake Park Community Development District
 Attn: Justin Faircloth, District Manager
 11555 Heron Bay Boulevard, Suite 201
 Coral Springs, Florida 33076
 e-mail: Justin.Faircloth@inframark.com

With a copy to: Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240
e-mail: acohen@flgovlaw.com

To Contractor: _____

e-mail: _____

10. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.
11. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of

the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK, 210 N. UNIVERSITY DRIVE, SUITE 701, CORAL SPRINGS, FLORIDA 33071, 954-603-0033 EXT. 40532, SANDRA.DEMARCO@INFRAMARK.COM.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Heritage Lake Park
Community Development District**

By: _____

Title: _____

Date: _____

(Contractor)

By: _____

Title: _____

Date: _____

EXHIBIT “A”
SCOPE OF WORK

PROJECT MANUAL
FOR THE
Mill and Resurfacing of the District Roadways
FOR
Heritage Lakes Park CDD

May 21, 2025



Engineers
Architects
Planners
Landscape Architects
Surveyors
Environmental Scientists
Construction Management
Design/Build

Certificate of Authorization No. 00003215

2216 Altamont Avenue
Ft. Myers, Florida 33901
Ph. 239.332.5499
Fx. 239.332.2955

SECTION 00005
CERTIFICATIONS PAGE

This Project Manual is certified as follows:

Civil Engineer

Divisions 1 and 2

CPH, LLC
500 West Fulton Street
Sanford, Florida 32771
Ph. 407-322-6841

Certificate of Authorization No. 3215

Matthew
S
D'Angelo

Digitally signed by Matthew S
D'Angelo
DN: cn=US, o=Unaffiliated,
ou=CivilEng,
AD1410C0000018F0C3007E400
1E3B1, cn=Matthew S
D'Angelo
1756501. I am the author of this
document
Location:
Date: 2025.05.27
15:26:19
04100
Foxit PDF Editor Version: 13.0.1



This item has been digitally signed and sealed by Matthew S. D'Angelo on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Matthew S. D'Angelo, P.E. 91885

5/27/2025

Date

The appendices to this Project Manual may contain information prepared by other professionals, bearing the name, address, and logo of the professional. CPH, LLC is not responsible for items prepared by other professionals, and these items are not covered under the above registered professionals' signature and seal.

END OF SECTION

PROJECT MANUAL INDEX
Heritage Lakes Park Mill and Resurfacing Project

Sheet Index

00001 Project Manual Cover Page	00001-1
00005 Certifications Page	00005-1
00010 Project Manual Index	00010-1

Division 1 - General Requirements

01110 Summary of Work	01110-1 - 01110-2
01270 Measurement and Payment	01270-1 - 01270-2
01425 FDOT Standards Reference	01425-1 - 01425-2
01450 Quality Control	01450-1 - 01450-3

Division 2 - Site Construction

02740 Paving	02740-1 - 02740-2
--------------	-------------------

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

00010-1

PROJECT MANUAL INDEX

SECTION 01110
SUMMARY OF WORK

GENERAL

1.01 Section Includes

Summary of work, work sequence, operation of existing facilities, use of premises, coordination, cutting and patching

1.02 Summary of Work

- A. The Project consists of milling and resurfacing existing Heritage Lakes Park asphalt roads.
- B. Furnish all materials, equipment, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.
- C. Repair, replace, or otherwise settle with the Owner, if damage to property or existing facilities occurs, including damage to pavements, utilities, lawns, structures, etc.
- D. Construct the Project under a single lump sum contract.

1.03 Work Sequence

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

1.04 Operation of Existing Facilities

The Owner shall be able to operate existing facilities 24 hours per day, 7 days per week.

1.05 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.06 Coordination

- A. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers and to assure compliance with schedules.

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

SUMMARY OF WORK

01110-1

1.07 Cutting and Patching

- A. The Contractor shall, at no additional expense to the Owner, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish.

END OF SECTION

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

01110-2

SUMMARY OF WORK

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Section Includes

Measurement and payment provisions, schedule of values

1.02 General Measurement and Payment Provisions

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made as a lump sum which will be complete payment for all work called for or reasonably inferable from the Contract Documents and other work will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease the work to be performed to accord with such changes, including deductions or additions to the scope of work outlined in the Contract Documents. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. Changes resulting in changes in the scope or quantities of Work or time or other conditions of work will be basis for consideration of a Change Order which is to be negotiated and executed before proceeding with the work. A supplemental agreement between the Contractor and the Owner will be required when such changes meet the conditions described in the Supplementary Conditions. Work which has not been authorized by a written Change Order will not be subsequently considered for additional payment.
- C. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. If the Contractor makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the ENGINEER and/or OWNER renders a decision denying such request, the CONTRACTOR must notify the Engineer in writing within 3 days of the time that the CONTRACTOR is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the Engineer from the Contractor within the 3 day period shall be just reason for the Engineer to re-evaluate his previous decision.
- E. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

MEASUREMENT AND PAYMENT

01270-1

acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced price, all at the discretion of the Engineer.

- F. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- G. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.

1.03 Schedule of Values

Submit Schedule of Values for approval prior to commencing construction. As a minimum, include those values reported on the Bid Form. The Schedule of Values shall be the basis for making payment applications and establishing prices for Change Orders.

END OF SECTION

SECTION 01425**FDOT STANDARDS REFERENCE****PART 1 GENERAL****1.01 Section Includes**

Instruction on the use and applicability of FDOT standards on the project

1.02 Requirements

- A. The Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest non-metric edition ("Standard Specifications"), and Standard Plans for Road Construction, latest non-metric edition ("Standard Plans") are referenced herein as source documents for applicable technical specifications and construction details to be used in the construction of this project. The term "latest edition" refers to the latest edition implemented by FDOT and includes all FDOT implemented supplements.
- B. Method of Measurement and Basis of Payment is to be in accordance with these Contract Documents rather than the Florida Department of Transportation Standard Specifications. Any item which is detailed in the Plans and for which material types, sizes and quality are also called out, the "Standard Plans" shall take preference over the plan detail unless otherwise directed by the Engineer.
- C. Where the FDOT Standard Specifications use the reference "Department", replace "Department" with "Owner", except for when such reference is to Department Standards and evaluation criteria.
- D. The Standard Plans are referenced herein as a source document for applicable construction items and details called for in the plans for which a specific plan detail is not provided. The Contractor shall construct the items called for in the plans in accordance with the "Standard Plans" unless otherwise defined or detailed in the plans or as directed by the Owner, Engineer or authorized representative.
- E. The Standard Plans are available for download from the FDOT website at:
fdot.gov/design/standardplans
- F. In case of conflict, the Project Manual takes precedence over FDOT specifications for a particular construction requirement.
- G. Copies of the latest implemented edition and implemented supplements of the Florida Department of Transportation Standard Specifications are available for download from the FDOT website at:

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

FDOT STANDARDS REFERENCE

01425-1

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

- H. The Contractor shall inform the Owner and Engineer in writing of any specification that the Contractor feels is ambiguous or conflicting with other plan notes and details prior to the construction of the associated item. The Engineer will determine which information is to be used for construction. The Contractor is responsible for the removal and replacement of any item improperly constructed resulting from a misinterpretation of the specifications at no additional cost to the Owner.

PART 2 EXECUTION

2.01 General

The Contractor shall use Divisions Two (II) and Three (III) of the FDOT Specifications as they relate to methods of construction and material types and quality for the appropriate construction items contained within this project.

END OF SECTION

SECTION 01450
QUALITY CONTROL

GENERAL

1.01 Section Includes

Quality control, quality assurance

1.02 Quality Control

- A. It is the Contractor's responsibility to perform all work in conformance with the Plans and Specifications. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing, as part of its Contract work in accordance with the Contract Documents and to submit details of its Program to the Engineer for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make its own determination that the work is being performed in compliance with the Project requirements.
- B. As part of the Contractor's Quality Control Program included as part of its work, the Contractor shall employ and pay for an independent, approved soils testing laboratory to perform testing services outlined in these Contract Documents.
- C. The Contractor's Quality Control Program shall include, but not be limited to, the following in addition to the type and frequency of tests as required by the technical specifications:
 - 1. Portland cement concrete and asphalt paving quality control testing including design mix review, materials, field slump and air content, and field and lab cured strength samples and testing.
- D. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner or Engineer acceptance of a supplier of materials or equipment proposed to be incorporated into the work.
- E. Any design or testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the Owner and the Engineer, approved in writing, and

2500320 – Heritage Lakes Park
Mill and Resurfacing Project

QUALITY CONTROL

01450-1

complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

- F. Testing laboratories, whether provided by the Owner or the Contractor, shall promptly notify the Owner, Engineer and the Contractor of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit two (2) copies of all reports directly to the Owner and Engineer and two (2) copies to the Contractor.

1.03 Quality Assurance

- A. In addition to the services provided by the laboratory paid for by the Contractor as a part of its work, the Owner, at its sole discretion, may employ an additional independent soils laboratory as part of Owner's Quality Assurance Program to verify that the work meets the requirements of the Contract Documents. The Owner furnished Quality Assurance testing may include the type and frequency of tests as required by the technical specifications. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for Owner testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that its work meets all provisions of the Contract Documents.
- B. The Contractor shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The Contractor shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

1.04 Testing of Materials

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received.
- B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the Engineer in writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.
- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.

SECTION 02740

PAVING

PART 1 GENERAL

1.01 Section Includes

- A. Asphalt pavement, including binder and surface course.
- B. Repair and restoration of existing paving.
- C. Paving and temporary paving timing requirements.

1.02 References

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition:
 - 1. Section 334 - Superpave Asphalt Concrete

1.03 Submittals

Submit proposed design mix for review and approval. Submit for each proposed mix the following: Gradation analysis; proposed asphalt binder.

1.04 Quality Control

- A. Field compaction density and thickness testing frequencies of the asphalt shall be tested once every 200 linear feet of paving per 24-ft wide strip, staggered left, center and right of centerline. Where less than 200 linear feet of asphalt is placed in one day, provide minimum of one test for each per day's construction at a location designated by the Engineer.
- B. Asphalt extraction gradation shall be tested from grab samples collected once every 1800 square yards of asphalt delivered to the site, or a minimum of once per day. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.
- C. All other testing requirements and acceptance criteria shall be in accordance with FDOT specifications.

1.05 Project Conditions

- A. Apply asphalt in accordance with FDOT requirements. Do not apply when the base is wet, contains excess moisture, or during rain.

- B. Do not spread the mixture when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved to the extent that the bond between layers will be diminished.

PART 2 PRODUCTS

2.01 General

The superpave mix and thickness shall be in accordance with the Pavement Exhibit.

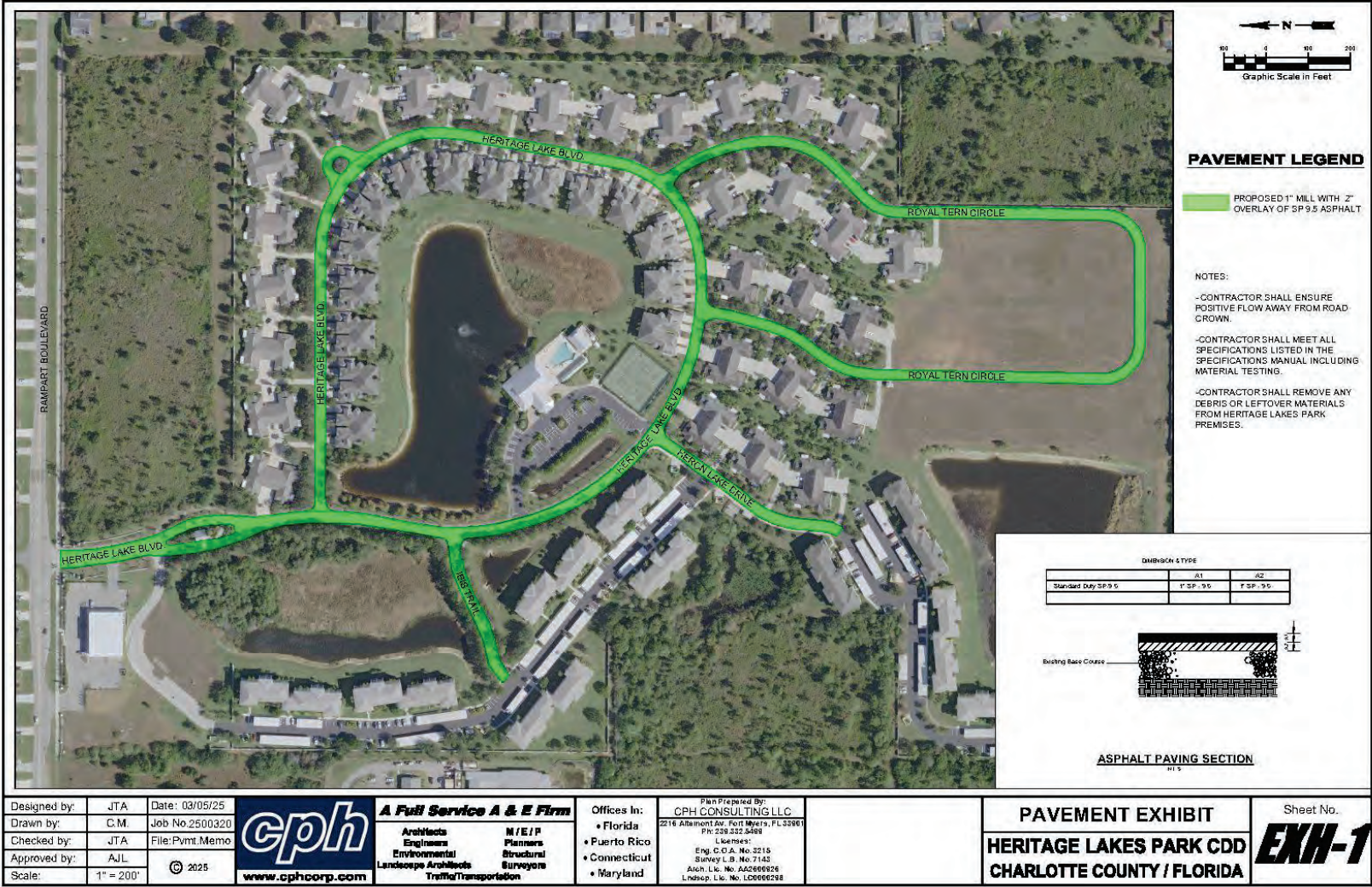
PART 3 EXECUTION

3.01 General

All installation and testing procedures shall be in accordance with FDOT requirements, except for the frequency of testing outlined herein and measurement and payment requirements of section 01270.

END OF SECTION

**EXHIBIT “B”
PLANS**



**EXHIBIT “C”
PROPOSAL FORMS**

CONTRACTOR PROPOSAL FORM

Project Title: Heritage Lake Park CDD Asphalt Road Milling and

Resurfacing **Date:** _09/16_____

Submitted To: _ ianca Miller _____

Address: _Offices of CPH, 1 15 Monroe Street, 5th Floor, Fort Myers,
Florida 33901_____

Phone / Email: _ 0 888 5040_____

I. CONTRACTOR INFORMATION

Company Name: Rose Paving _____

Contractor License #: _C C1538182_____

Authorized Representative: _Rebecca McConnell_____

Address: 9039 High Cotton Lane, Fort Myers, FL _____

Phone: _239 223 6225_____ **Email:**

_rebecca.mcconnell rosepaving.com

II. PROJECT SUMMARY

The undersigned Contractor proposes to furnish all labor, materials, equipment, tools, supervision, and services necessary for the completion of the following described scope of work:

Scope of Work Summary

A. Milling and Resurfacing:

Perform milling and resurfacing of the existing asphalt roads within Heritage Lake Park CDD to restore smooth, durable road surfaces.

B. Materials & Labor:

Provide and install all required materials, equipment, labor, and tools reasonably necessary for proper completion of the work, whether or not explicitly mentioned in the Contract Documents.

C. Protection & Repair:

Repair, replace, or compensate the Owner for any damage caused to existing property including, but not limited to, pavements, lawns, structures, and utilities.

D. Contract Type:

The project will be completed under a **single lump sum contract**.

In the event that the CDD elects to modify or expand the scope of work, such additions will be addressed through a **Unit Price Contract**. The Contractor agrees to provide a schedule of unit prices for materials, labor, and equipment that may be used to calculate costs for any additional

work requested by the CDD. All unit prices are subject to CDD approval and shall be incorporated into a formal change order prior to execution of any additional work.

III. PROPOSED CONTRACT AMOUNT

Lump Sum Price for Total Project: \$466,104.00

(Written Amount): _Four hundred sixty six thousand one hundred and four dollars

Additional Scope: *Exhibit D - Provide a Unit Price Schedule*

This price includes all labor, materials, equipment, permits, fees, insurance, overhead, and profit.

IV. PROPOSED SCHEDULE

Proposed Start Date: _12/1/2025_____

Estimated Completion Date: _12/08/2025_____

Total Project Duration (Calendar Days): _8_____

V. CONTRACTOR'S ACKNOWLEDGMENT

The undersigned certifies that they have reviewed the project site, understand the scope of work and conditions, and are capable of executing the work as described above. All work will comply with applicable codes, safety regulations, and industry standards.

Contractor Signature: Rebecca McConnell

Name / Title: _Rebecca McConnell/ccount executive _

Date:

_09/16/2025 _

EXHIBIT “D”
UNITED PRICE SCHEDULE FOR ADDITIONAL WORK

Exhibit D — Unit Price Schedule for Additional Work

To be completed by Contractor and approved by the CDD prior to execution of any additional work outside the lump sum scope.

Item No.	Description of Work	Unit of Measure	Unit Price (\$)	Notes / Conditions
1	Asphalt milling (remove existing pavement)	Square Yard (SY)		Includes haul-off and disposal
2	Asphalt resurfacing (hot mix asphalt)	Square Yard (SY)		Includes tack coat and compaction
3	Pavement marking (4" line striping, white/yellow) 24" Stop bars	Linear Foot (LF)	\$ _____	Includes materials and layout
4	MOT/Traffic control and signage (temporary)	Per Day		As needed for safety during work
5	Mobilization (for added work only)	Per Mobilization		Applies if scope addition is significant
6	Repair to lawn/landscape areas		At General Contractor's Cost	
7				
8				

Notes:

1. Unit prices include all labor, equipment, tools, overhead, and profit.
2. Unit prices are valid for 90 days from proposal date unless otherwise agreed.
3. All added work must be approved by the CDD through a signed change order prior to execution.



**YOUR NATIONWIDE PAVEMENT
MAINTENANCE SOLUTION**

OPP-25-034403

25635 Heritage Lake Blvd

Bianca Miller

Rebecca Mc Connell

rebecca.mcconnell@rosepaving.com



Paving Our Path

In December 2024, **Rose Paving** and **Atlantic Southern Paving (ASP)** merged to form one of the largest self-performing paving companies in the United States. This strategic union combines their complementary geographic footprints, creating an expansive nationwide network with unparalleled reach. Operating under the Rose Paving name, the merger unites over 1,000 employees across 33 offices, enhancing their ability to deliver best-in-class paving solutions and superior service to clients nationwide.



Completing 20,000+ Jobs Every Year



Providing 80+ Years of Trusted Service



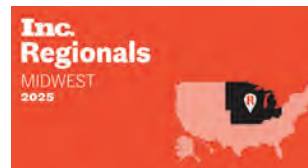
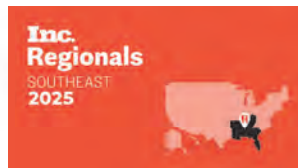
Serving Commercial & Residential HOAs/COAs



Same great team



33 Office Locations



www.RosePaving.com (954) 581-5805



Learn more about **Rose Paving** at www.RosePaving.com



OPP-25-034403
09 / 16 / 2025

Account Information	Contact Information	Rose Paving Information
Account Name: Heritage Lake Park CDD	Contact Name: Bianca Miller	Account Executive: Rebecca Mc Connell
Street Address: 25635 Heritage Lake Blvd	Contact Email: bianca.miller@cphcorp.com	Email: rebecca.mcconnell@rosepaving.com
City State Zip: Punta Gorda FL 33983-6703	Contact Phone: 239-332-5499	Cell: 239.223.6225

Notes/Exclusions

Exclusion:

Permit fees, Performance or payment bonds, Engineering, IEPA testing for subgrade soil disposal, Construction staking / layout, Private utilities locating, Erosion control plan or device, IDOT specs, Premium time, Excavating through unknown obstructions, Undercutting of unsuitable soils, Dirt haul off, Petromat removal, Hazardous materials handling, Materials testing, Dry/wet utility relocation or repair, Seeding, Sodding & As-built drawings.

PRICING TABLE

Service Line Name	QTY	U of M	Subtotal
Mill and Overlay - 200,455 sq ft	200455	SF	\$462,837.00
Lot Marking Layout - Thermoplastic	1	LS	\$3,267.00

Total **\$466,104.00**



CUSTOMER APPROVAL

Total Dollars Approved: **\$466,104.00**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:



Scope Detail

Service Line Name	Service Description
Mill and Overlay - 200,455 sq ft	Mechanically mill asphalt to specified depth Haul debris off-site to approved facility Apply asphalt emulsion tack coat to milled surface at rate of .10 gal/SY Install Hot Mix Asphalt to specified depth If undercut is required due to unsuitable base, an additional charge will apply If asphalt is deeper than specified depths, additional charges may apply – please contact Rose Paving PM prior to proceeding with additional depths
Lot Marking Layout - Thermoplastic	• 7 stop bars • 1 – 4' arrow • 66 LF – 6" white • 283 LF – 6" yellow • 6 – Yellow RPMs • 4 – Blue RPMs



Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$850.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.



11. UNMARKED / UNDOCUMENTED UTILITIES: The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

12. WORK ACCESSIBILITY: The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

13. SOIL CONDITIONS: The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

14. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

15. CLEANING EXPENSES: Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

16. INSURANCE: Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

17. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.



18. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

19. ATTORNEY FEES & COSTS: In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

20. JURY WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. WARRANTY: Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warranted against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.



22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

23. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

24. ALTERATIONS TO THIS PROPOSAL: Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

25. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

26. AUTHORITY TO SIGN: The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

NOTICE TO CUSTOMERS FOR HOME IMPROVEMENTS CONTRACTS

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

**As a duly authorized representative of Heritage Lake Park
CDD, I agree to these Terms & Conditions**

6B

AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).

5 **Price.** (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

6B.i.

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

Melissa Marlin, CPA, Director

DATE OF PROPOSAL:

September 26, 2025

TABLE OF CONTENTS

<u>DESCRIPTION OF SECTION</u>	<u>PAGE</u>
A. Letter of Transmittal	1-2
B. Profile of the Proposer	
Description and History of Audit Firm	3
Professional Staff Resources	4-5
Ability to Furnish the Required Services	5
A. Governmental Auditing Experience	6-15
B. Fee Schedule	16
C. Scope of Work to be Performed	16
D. Resumes	17-32
E. Peer Review Letter	33
Instructions to Proposers	34-35



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 26, 2025

Heritage Lake Park Community Development District
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Heritage Lake Park Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Heritage Lake Park Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Heritage Lake Park Community Development District
September 26, 2025

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. Maritza Stonebraker is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Heritage Lake Park Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 32 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	7
Managers (1 CPA)	2
Senior/Supervisor Accountants (1 CPA)	3
Staff Accountants	8
Paraprofessional	6
Administrative	<u>6</u>
Total – all personnel	32

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Heritage Lake Park Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 34 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Florida Green Finance Authority
Jeff Walker, Special District Services
(561) 630-4922

South Village Community Development District
Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

Habitat Community Development
District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Alta Lakes Community Development
District

Amelia Concourse Community
Development District

Amelia Walk Community
Development District

Aqua One Community Development
District

Arborwood Community Development
District

Arlington Ridge Community
Development District

Bartram Springs Community
Development District

Baytree Community Development
District

Beacon Lakes Community
Development District

Beaumont Community Development
District

Bella Collina Community Development
District

Bonnet Creek Community
Development District

Buckeye Park Community
Development District

Candler Hills East Community
Development District

Cedar Hammock Community
Development District

Central Lake Community
Development District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits,

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District
Healthy Start Coalition

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board
Indian River School District – Internal Accounts

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$4,200 for the years ended September 30, 2025 and 2026, \$4,350 for the year ended September 30, 2027, and \$4,500 for the years ended September 30, 2028 and 2029. In addition, if a bond issuance occurs during the fiscal year, there will be an additional fee per issuance. The fee is contingent upon the financial records and accounting systems of Heritage Lake Park Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Heritage Lake Park Community Development District as of September 30, 2025, 2026, 2027, 2028, and 2029. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 31 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 14 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Director – 12 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American Institute of Certified Public Accountants
- ◆ Member of the Florida Institute of Certified Public Accountants
- ◆ Affiliate member of the Government Finance Officers Association

Professional Experience

- ◆ Accountant with over 10 years of experience providing professional services to nonprofit and governmental entities.
- ◆ Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
 - o Governmental Accounting Report and Audit Update
 - o Analytical Procedures, FICPA
 - o Annual Update for Accountants and Auditors
 - o Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Director – 10 years

Education

- ♦ Indian River State College, B.S. – Accounting

Registrations

- ♦ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ♦ Member of the American Institute of Certified Public Accountants
- ♦ Member of the Florida Institute of Certified Public Accountants
- ♦ Affiliate of the Government Finance Officers Association

Professional Experience

- ♦ Maritza launched her professional auditing career at Berger, Toombs, Elam, Gaines, & Frank, accumulating over 9 years of expertise in the field
- ♦ Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ♦ Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
 - o Governmental Accounting Report and Audit Update
 - o Analytical Procedures, FICPA
 - o Annual Update for Accountants and Auditors
 - o Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Director – 12 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association

Professional Experience

- ◆ Over 10 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Herman has been involved in all phases of the audits listed on the preceding pages.

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments. He has attended courses in those areas over the last two years such as:
 - Governmental Accounting Report and Audit Update
 - Annual Update: Government Accounting Reporting and Auditing
 - Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 34 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Senior Accountant – 14 years

Education

- ♦ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Manager – 11 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell, CPA

Senior Accountant – 5 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Senior Accountant – 4 years

Education

- ◆ Indian River State College, B.S. – Accounting
- ◆ Florida Gulf Coast University, M.S. – Accounting

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant – 3 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Katie Gifford

Staff Accountant – 2 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Rayna Zicari

Staff Accountant – 2 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Deandre McFadden

Staff Accountant – 1 year

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2025
with an Option for Four (4) Additional Annual Renewals
Charlotte County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Electronic proposals must be received no later than 11:00 a.m. on Friday, September 26, 2025 by the Offices of the District Manager, Inframark, Attention: Janice Swade at Janice.Swade@inframark.com.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit an electronic version of the Proposal Documents, and other requested attachments at the time and to the email address indicated herein. The email should be titled "Auditing Services – Heritage Lake Park Community Development District" on the subject line.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other Statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, phone number and email address of a contact person.
- D. The lump sum cost of the provision of the services under the proposal.
- E. Must perform the audit field work at the office where the District records are maintained.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the Offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).

5. Price. (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

HERITAGE LAKE PARK **Community Development District**

Proposal Due: September 26, 2025
11:00am

Submitted to:

Heritage Lake Park
Community Development District

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
 CERTIFIED PUBLIC ACCOUNTANTS

Table of Contents	Page
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION	19



September 26, 2025

Heritage Lake Park Community Development District

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Heritage Lake Park Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



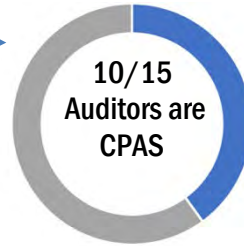
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team

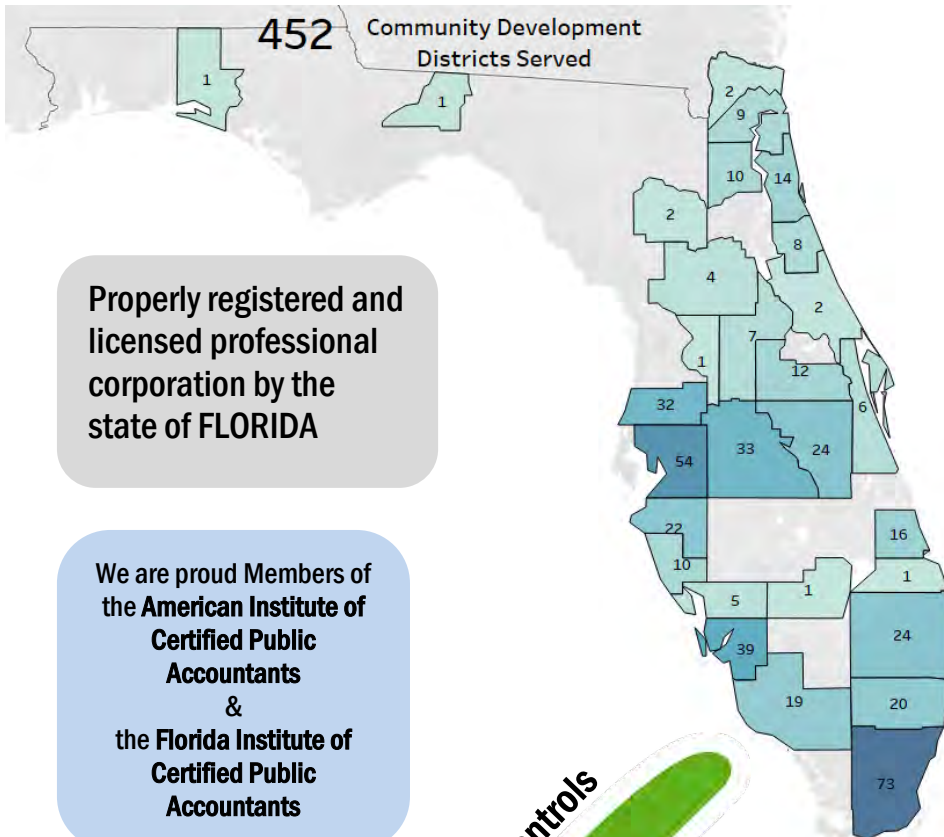


3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Services Provided



Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



See next page for report and certificate

AICPA | FICPA | GFOA | FASD | FGFOA



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

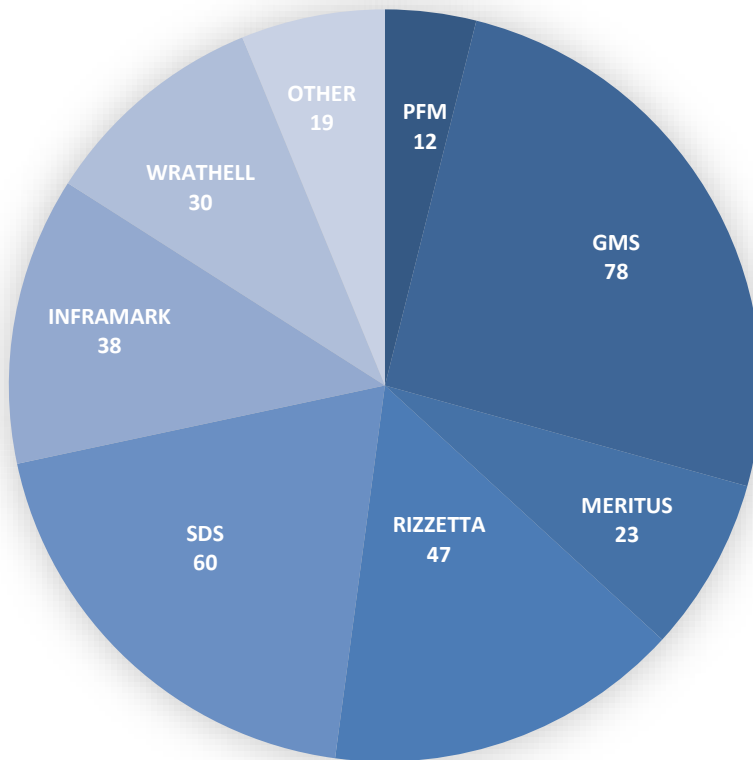
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

56 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner Agenda Page 296

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association
Government Finance Officers Association Member

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

32
41
73 (includes of 4 hours of Ethics CPE)



Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts Aid to Victims of Domestic Abuse Boca Raton Airport Authority Broward Education Foundation CareerSource Brevard CareerSource Central Florida 403 (b) Plan City of Lauderdale GERS City of Parkland Police Pension Fund City of Sunrise GERS Coquina Water Control District Central County Water Control District City of Miami (program specific audits) City of West Park Coquina Water Control District East Central Regional Wastewater Treatment Facility East Naples Fire Control & Rescue District	Hispanic Human Resource Council Loxahatchee Groves Water Control District Old Plantation Water Control District Pinetree Water Control District San Carlos Park Fire & Rescue Retirement Plan South Indian River Water Control District South Trail Fire Protection & Rescue District Town of Haverhill Town of Hypoluxo Town of Hillsboro Beach Town of Lantana Town of Lauderdale By-The-Sea Volunteer Fire Pension Town of Pembroke Park Village of Wellington Village of Golf
--	---

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

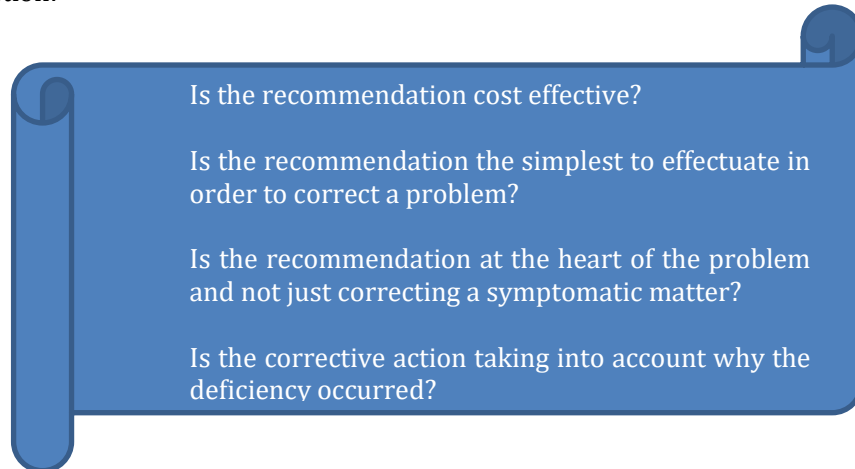
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2025	\$4,400
2026	\$4,500
2027	\$4,600
2028	\$4,700
2029	<u>\$4,800</u>
TOTAL (2025-2029)	<u>\$23,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Heritage Lake Park Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

6B.ii.

Heritage Lake Park CDD

Summary Sheet for Auditing Proposals FY 2025

Firm Name (1)	Ability of Personnel (20 points)	Proposer's Experience (20 points)	Understanding of Scope of Work (20 points)	Ability to Furnish Required Services (20 points)	Price (20 points)
Berger, Toombs, Elam, Gaines, & Frank	Offices are located in Fort Pierce and Stuart. Proposal includes profiles of firm, staff and government experience, and peer review certificate. Professional staff of 32; 12 with experience serving governmental entities. Proposed staff, 1 Audit manager, 1 Audit partner, 1 Senior accountant, 1-2 Staff accountants. Firm supports ongoing training of staff (CPEs)	Presently audit over 75 Community Development Districts in Florida, with extensive experience in auditing CDD's and water control districts; Has performed audits of over 900 CDDs. No disciplinary actions taken; no Federal or State desk reviews of audits over the last several years and no litigations. Both staff and the firm hold memberships in key professional governmental organizations.	Proposal indicates an understanding of the need for extensive governmental experience in providing audit services in accordance with stringent requirements and within critical time constraints.	Firm is 69 years in existence, providing audit services continually for 30. Also, Majority of audit documents stored electronically on several servers and backed up on tape and on laptops in case of emergency.	2025 & 2026 - \$4,300.00 2027 - \$4,350.00 2028 & 2029 - \$4,500.00 Total - \$21,950.00
Grau & Associates	Office located in Boca Raton; Provided references, team profiles and peer review certificate. Professional staff of 15 including 2 partners and 13 professionals. Firm supports ongoing training of staff (CPEs). Proposed staff, 1 Engagement Partner, 1 Audit Manager, 1 senior accountant. IT consultant as needed.	Currently providing auditing services for over 300 governmental entities. Last year, performed in excess of 19,000 hours of services for the Public Sector; No disciplinary actions taken ,and no litigation. Both staff and the firm hold memberships in key professional governmental organizations.	Proposal states extensive governmental experience and specifies audit approach in 3 phases from Preliminary Planning, Execution of Audit, and Completion and Delivery	Firm founded in 2005 with consistent growth. Majority of audit docs stored electronically on several servers and backed up. Laptops are used in case of emergency.	2025- - \$4,400.00 2026 – \$4,500.00 2027 - \$4,600.00 2028 - \$4,700.00 2029 - \$4,800.00 Total - \$23,000.00

Notes

(1) Firms are listed alphabetically.

Heritage Lake Park CDD

Ranking Sheet for Auditing Proposals FY 2025

Firm Name ⁽¹⁾	Ability of Personnel (20 points)	Proposer's Experience (20 points)	Understanding of Scope of Work (20 points)	Ability to Furnish Required Services (20 points)	Price (20 points)	Ranking
Berger, Toombs, Elam, Gaines, & Frank						
Grau & Associates						

Notes

(1) Firms are listed alphabetically.

Seventh Order of Business

7A

AWAITING MINUTES

7B.

Heritage Lake Park
Community Development District

Financial Report

August 31, 2025



Table of Contents

FINANCIAL STATEMENTS

Balance Sheet - All Funds	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	Pages 2-5
Debt Service Fund	Page 6

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments	Page 7
Cash and Investment Report	Page 8
Bank Reconciliations	Pages 9-10
Payment Register by Fund	Pages 11-13

Heritage Lake Park
Community Development District

Financial Statements

(Unaudited)

August 31, 2025

Balance Sheet
August 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 1,254,978	\$ -	\$ 1,254,978
Cash On Hand/Petty Cash	800	-	800
Accounts Receivable	2	-	2
Due From Other Gov'tl Units	24	-	24
Investments:			
Money Market Account	711,980	-	711,980
Prepayment Account	-	1,159	1,159
Reserve Fund	-	91,708	91,708
Revenue Fund	-	106,578	106,578
TOTAL ASSETS	\$ 1,967,784	\$ 199,445	\$ 2,167,229
<u>LIABILITIES</u>			
Accounts Payable	\$ 26,994	\$ -	\$ 26,994
Accrued Expenses	2,115	-	2,115
Due to Other	185	-	185
Sales Tax Payable	34	-	34
TOTAL LIABILITIES	29,328	-	29,328
<u>FUND BALANCES</u>			
Restricted for:			
Debt Service	-	199,445	199,445
Assigned to:			
Operating Reserves	152,233	-	152,233
Reserves - Capital Projects	76,536	-	76,536
Reserves - Irrigation System	30,000	-	30,000
Reserves - Legal	3,792	-	3,792
Reserves - Roadways	317,962	-	317,962
Reserves - Stormwater System	133,629	-	133,629
Reserves - Tennis Courts	20,000	-	20,000
Unassigned:	1,204,304	-	1,204,304
TOTAL FUND BALANCES	\$ 1,938,456	\$ 199,445	\$ 2,137,901
TOTAL LIABILITIES & FUND BALANCES	\$ 1,967,784	\$ 199,445	\$ 2,167,229

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 25,000	\$ 81,809	327.24%	\$ 7,046
Recreational Activity Fees	8,000	4,245	53.06%	65
Interest - Tax Collector	-	1,358	0.00%	-
Special Assmnts- Tax Collector	789,458	789,499	100.01%	-
Special Assmnts- Discounts	(31,578)	(27,624)	87.48%	-
Settlements	-	19,211	0.00%	-
Other Miscellaneous Revenues	500	4,350	870.00%	-
Gate Bar Code/Remotes	3,000	3,132	104.40%	356
TOTAL REVENUES	794,380	875,980	110.27%	7,467
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	9,800	81.67%	800
FICA Taxes	918	750	81.70%	61
ProfServ-Dissemination Agent	1,268	-	0.00%	-
ProfServ-Engineering	4,000	28,865	721.63%	7,045
ProfServ-Legal Services	24,844	12,875	51.82%	743
ProfServ-Mgmt Consulting	66,084	60,577	91.67%	5,507
ProfServ-Trustee Fees	4,771	5,171	108.38%	-
ProfServ-Web Site Maintenance	1,439	1,319	91.66%	120
Auditing Services	3,900	-	0.00%	-
Contract-Website Hosting	-	776	0.00%	-
Postage and Freight	600	436	72.67%	-
Insurance - General Liability	12,980	12,627	97.28%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	2,000	533	26.65%	167
Misc-Bank Charges	100	236	236.00%	21
Misc-Assessment Collection Cost	15,789	15,238	96.51%	-
Payroll Services	-	419	0.00%	10
Website Expense	-	160	0.00%	-
Office Supplies	100	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	151,018	149,957	99.30%	14,474

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-25 ACTUAL
<u>Field</u>				
ProfServ-Field Management	6,448	5,911	91.67%	537
ProfServ-Mgmt Consulting	5,000	-	0.00%	-
ProfServ-Wetlands	11,000	10,084	91.67%	917
Contracts-Landscape	85,360	80,041	93.77%	7,296
Contracts-Buffer Wall	4,370	-	0.00%	-
R&M-General	9,600	7,326	76.31%	-
R&M-Irrigation	12,000	57,577	479.81%	2,058
R&M-Lake	5,000	19,266	385.32%	-
R&M-Mulch	7,200	16,770	232.92%	-
R&M-Sidewalks	3,000	6,748	224.93%	-
R&M-Stormwater System	-	24,675	0.00%	-
R&M-Trees and Trimming	5,995	16,602	276.93%	-
R&M-Lights	4,000	-	0.00%	-
R&M-Wall	8,000	2,243	28.04%	-
Misc-Contingency	28,580	2,736	9.57%	514
Cap Outlay - Mailboxes	-	49,581	0.00%	-
Total Field	195,553	299,560	153.19%	11,322
<u>Utilities</u>				
Communication - Telephone	900	1,780	197.78%	192
Electricity - General	6,000	5,597	93.28%	472
Internet Services	3,400	1,251	36.79%	134
Total Utilities	10,300	8,628	83.77%	798
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	1,298	120.19%	1,298
Contracts-Security System	68,000	57,851	85.08%	5,827
Electricity - General	3,000	1,585	52.83%	193
R&M-Buildings	500	-	0.00%	-
R&M-Gate	3,000	2,430	81.00%	-
Misc-Contingency	5,000	5,389	107.78%	-
Total Gatehouse	80,830	68,553	84.81%	7,318

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-25 ACTUAL
<u>Clubhouse and Recreation</u>				
Payroll-Salaries	26,000	21,210	81.58%	1,250
Payroll-Maintenance	24,440	19,593	80.17%	1,856
Payroll Taxes	3,859	3,121	80.88%	238
Workers' Compensation	1,778	565	31.78%	-
Fire Alarm Monitoring	600	600	100.00%	-
Contracts-Fountain	700	700	100.00%	175
Contracts-Security Camera	550	-	0.00%	-
Contracts-Pools	15,374	4,550	29.60%	-
Contracts-HVAC	1,968	-	0.00%	-
Contracts-Pest Control	1,800	-	0.00%	-
Contracts-Security System	10,781	9,775	90.67%	952
Pest Control - Bldg/Gnds	1,620	1,999	123.40%	-
Electricity - General	18,564	17,397	93.71%	1,608
Utility - Refuse Removal	3,292	3,413	103.68%	438
Utility - Water & Sewer	6,500	9,422	144.95%	672
Insurance - Property	26,011	23,970	92.15%	-
R&M-General	4,000	5,424	135.60%	-
R&M-Fountain	500	375	75.00%	-
R&M-Pools	8,694	6,037	69.44%	997
R&M-Tennis Courts	6,000	4,506	75.10%	31
R&M-Fitness Equipment	2,800	2,260	80.71%	725
R&M-Fitness Center	2,000	1,100	55.00%	-
R&M-Emergency & Disaster Relief	-	225	0.00%	-
R&M-Security Cameras	1,000	541	54.10%	-
R&M-Backflow Inspection	154	214	138.96%	-
Fire Ext Inspection & Repairs	500	481	96.20%	-
R&M-Fire Alarm	500	-	0.00%	-
Fire Alarm Inspection	200	306	153.00%	-
R&M-Fire Sprinklers	500	-	0.00%	-
R&M - Computer/Internet	5,000	1,172	23.44%	-
Misc-Cable TV Expenses	1,286	2,551	198.37%	199
Misc-Clubhouse Activities	4,800	6,929	144.35%	128
Misc-Contingency	10,000	4,142	41.42%	8
Office Supplies	3,000	4,134	137.80%	33
Cleaning Supplies	2,599	695	26.74%	-
Cleaning Services	500	-	0.00%	-
Cap Outlay - Other	43,760	40,059	91.54%	-
Total Clubhouse and Recreation	241,630	197,466	81.72%	9,310

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-25 ACTUAL
<u>Reserves</u>				
Cap Outlay - Other	-	21,913	0.00%	-
Reserves - Irrigation System	15,000	-	0.00%	-
Reserve - Roadways	32,394	-	0.00%	-
Reserve-Stormwater System	29,220	-	0.00%	-
Reserve - Tennis Court	10,000	-	0.00%	-
Reserves - Wall	28,435	-	0.00%	-
Total Reserves	<u>115,049</u>	<u>21,913</u>	<u>19.05%</u>	<u>-</u>
TOTAL EXPENDITURES & RESERVES	794,380	746,077	93.92%	43,222
Excess (deficiency) of revenues				
Over (under) expenditures	<u>-</u>	<u>129,903</u>	<u>0.00%</u>	<u>(35,755)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 129,903</u>	<u>0.00%</u>	<u>\$ (35,755)</u>
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,808,553	1,808,553		
FUND BALANCE, ENDING	<u>\$ 1,808,553</u>	<u>\$ 1,938,456</u>		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-25 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 7,416	741.60%	\$ 656
Interest - Tax Collector	-	313	0.00%	-
Special Assmnts- Tax Collector	180,800	180,809	100.00%	-
Special Assmnts- Discounts	(7,232)	(6,332)	87.56%	-
TOTAL REVENUES	174,568	182,206	104.38%	656
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	3,616	3,490	96.52%	-
Total Administration	3,616	3,490	96.52%	-
<u>Debt Service</u>				
Principal Debt Retirement	80,000	80,000	100.00%	-
Principal Prepayments	-	5,000	0.00%	-
Interest Expense	74,385	74,243	99.81%	-
Total Debt Service	154,385	159,243	103.15%	-
TOTAL EXPENDITURES	158,001	162,733	102.99%	-
Excess (deficiency) of revenues Over (under) expenditures	16,567	19,473	n/a	656
Net change in fund balance	\$ 16,567	\$ 19,473	n/a	\$ 656
FUND BALANCE, BEGINNING (OCT 1, 2024)	179,972	179,972		
FUND BALANCE, ENDING	\$ 196,539	\$ 199,445		

Heritage Lake Park
Community Development District

Supporting Schedules

August 31, 2025

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2025**

						ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Interest	Gross Amount Received	General Fund	Series 2005 Debt Service Fund
Assessments Levied					\$ 970,262	\$ 789,462	\$ 180,800
Allocation %					100%	81%	19%
Real Estate Installment							
11/07/24	\$ 11,180	\$ 636	\$ 228	\$ -	\$ 12,044	\$ 9,540	\$ 2,505
04/24/25	14,512	218	296	-	15,026	11,912	3,114
Real Estate Current							
11/14/24	5,850	249	119	-	6,218	4,950	1,267
11/21/24	9,749	415	199	-	10,363	8,251	2,112
12/05/24	84,082	3,575	1,716	-	89,373	70,955	18,418
12/12/24	193,620	8,232	3,951	-	205,804	177,416	28,387
12/19/24	349,960	14,880	7,142	-	371,982	297,592	74,390
01/09/25	98,055	3,866	2,001	-	103,923	82,506	21,417
02/06/25	33,878	790	691	-	35,360	28,052	7,308
03/07/25	20,149	208	411	-	20,768	16,501	4,267
04/10/25	44,938	-	917	-	45,855	38,885	6,970
05/08/25	10,442	(250)	213	-	10,405	8,251	2,154
Real Estate Current/Installment							
11/27/24	32,843	1,386	670	-	34,900	28,089	6,811
Quarterly Interest							
01/16/25	1,281	-	-	(1,281)	-	-	-
04/17/25	236	-	-	(236)	-	-	-
07/17/25	154	-	-	(154)	-	-	-
Real Estate Delinquent							
07/10/25	8,368	(249)	171	-	8,290	6,600	1,690
TOTAL	\$ 919,296	\$ 33,956	\$ 18,727	\$ (1,671)	\$ 970,308	\$ 789,499	\$ 180,809

% COLLECTED	100.00%	100.00%	100.01%
-------------	---------	---------	---------

**Cash and Investment Balances
August 31, 2025**

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Public Funds	Checking	Synovus	0.00%	\$ 2,441
Government Interest	Checking	Valley National Bank	4.33%	1,252,537
			Subtotal	\$1,254,978
Cash On Hand/Petty Cash				800
Public Funds	Money Market	BankUnited	4.07%	711,980 (1)
DEBT SERVICE FUND				
Series 2005 Prepayment Account		U.S. Bank	3.91%	1,159
Series 2005 Reserve Fund		U.S. Bank	3.91%	91,708
Series 2005 Revenue Fund		U.S. Bank	3.91%	106,578
			Subtotal	\$ 199,444 (2)
			Total	\$2,167,203

Note 1 - In September, \$500,000 of this balance was transferred to Valley National Bank account.

Note 2 - Invested in U.S. Bank First American Government Obligation Fund

Bank Account Statement

Heritage Lake Park CDD

Bank Account No. 9900
Statement No. 08-2026

Statement Date 08/31/2025

G/L Account No. 101002 Balance	2,441.28	Statement Balance	2,441.28
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	2,441.28	Subtotal	2,441.28
Negative Adjustments	0.00	Outstanding Checks	0.00
Ending G/L Balance	2,441.28	Ending Balance	2,441.28

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
--------------	---------------	--------------	--------	-------------	--------	----------------	------------

Bank Account Statement

Heritage Lake Park CDD

Agenda Page 329
Monday, September 15, 2025
Page 1
SINGUANZO2

Bank Account No. 2415
Statement No. 08-25

Statement Date 08/31/2025

G/L Account No. 101003 Balance	1,252,536.96	Statement Balance	1,254,310.81
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	1,252,536.96	Subtotal	1,254,310.81
Negative Adjustments	0.00	Outstanding Checks	-1,773.85
Ending G/L Balance	1,252,536.96	Ending Balance	1,252,536.96

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
07/28/2025	Payment	100118	PEST ELIMINATORS, INC	Inv: 30515			-800.00
08/21/2025	Payment	100132	KAST POOL COMPANY	Inv: 95333356			-315.00
08/27/2025	Payment	300043	COMCAST - ACH	Inv: 080625-2663 ACH			-421.54
08/27/2025	Payment	100134	SUNCOAST MEDIA GROUP	Inv: 3965591			-167.31
08/27/2025	Payment	100136	KAST POOL COMPANY	Inv: 95333613			-70.00
Total Outstanding Checks							-1,773.85

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/2025 to 08/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100130							
001	08/06/25	TOWNSEND GLASS LLC	10240	FINAL PAYMENT DOORS	Cap Outlay - Other	564002-57212	\$723.80
Check Total							\$723.80
CHECK # 100131							
001	08/21/25	CPH	167573	SVCS THRU 5/16/25	ProfServ-Engineering	531013-51501	\$1,208.75
001	08/21/25	CPH	168304	SVCS THRU 6/20/25	ProfServ-Engineering	531013-51501	\$5,810.00
Check Total							\$7,018.75
CHECK # 100132							
001	08/21/25	KAST POOL COMPANY	95333356	LEAK DETECTION/REPAIR	R&M-Pools	546074-57212	\$315.00
Check Total							\$315.00
CHECK # 100133							
001	08/25/25	ENVERA SYSTEMS	754837	JUNE 2025 SVCS	Contracts-Security System	534145-57212	\$925.35
001	08/25/25	ENVERA SYSTEMS	754837	JUNE 2025 SVCS	Contracts-Security System	534145-53904	\$5,563.73
001	08/25/25	ENVERA SYSTEMS	756938	JUNE & JULY 2025 ADD'L HOME CHGS	Contracts-Security System	534145-53904	\$64.32
Check Total							\$6,553.40
CHECK # 100134							
001	08/27/25	SUNCOAST MEDIA GROUP	3965591	7/23/25 Sun Newspapers - RFP advertisement	Legal Advertising	548002-51301	\$167.31
Check Total							\$167.31
CHECK # 100135							
001	08/27/25	ENVERA SYSTEMS	755954	JULY 2025 SVCS	Contracts-Security System	534145-53904	\$5,624.14
001	08/27/25	ENVERA SYSTEMS	755954	JULY 2025 SVCS	Contracts-Security System	534145-57212	\$925.35
001	08/27/25	ENVERA SYSTEMS	757161	AUG 2025 SVCS	Contracts-Security System	534145-57212	\$925.35
001	08/27/25	ENVERA SYSTEMS	757161	AUG 2025 SVCS	Contracts-Security System	534145-53904	\$5,656.61
001	08/27/25	ENVERA SYSTEMS	758055	JULY-AUG 2025 ADD'L HOME SECURITY	Contracts-Gates	534140-53904	\$107.20
Check Total							\$13,238.65
CHECK # 100136							
001	08/27/25	KAST POOL COMPANY	95333613	DIAGNOSTIC/GEN LABOR/CHEMICAL FEED TUBE	R&M-Pools	546074-57212	\$70.00
Check Total							\$70.00
CHECK # 300039							
001	08/11/25	CHARLOTTE COUNTY UTILITIES	072125-125125	SVC PER 6/17-7/17/25	Utility - Water & Sewer	543021-57212	\$595.74
Check Total							\$595.74
CHECK # 300040							
001	08/11/25	CHARLOTTE COUNTY UTILITIES	72125-121310	SVC PER 6/17-7/17/25	Utility - Water & Sewer	543021-57212	\$74.71
Check Total							\$74.71

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/2025 to 08/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 300041							
001	08/25/25	VALLEY NATIONAL BANK - ACH	073125-5466 ACH	JULY 2025 PURCHASES	Office Supplies	551002-57212	\$8.25
001	08/25/25	VALLEY NATIONAL BANK - ACH	073125-5466 ACH	JULY 2025 PURCHASES	R&M-Tennis Courts	546097-57212	\$30.73
Check Total							\$38.98
CHECK # 300042							
001	08/14/25	COMCAST - ACH	072325-3872	BILL PRD 8/6-9/5/25	Internet Services	549031-53903	\$103.95
Check Total							\$103.95
CHECK # 300043							
001	08/27/25	COMCAST - ACH	080625-2663 ACH	BILL PRD 8/16-9/18/25	Misc-Cable TV Expenses	549039-57212	\$199.09
001	08/27/25	COMCAST - ACH	080625-2663 ACH	BILL PRD 8/16-9/18/25	Internet Services	549031-53903	\$30.16
001	08/27/25	COMCAST - ACH	080625-2663 ACH	BILL PRD 8/16-9/18/25	Communication - Telephone	541003-53903	\$192.29
Check Total							\$421.54
CHECK # 300044							
001	08/25/25	FPL SUMMARY BILLING	081225 ACH	BILL PRD 7/11-8/11/25	Electricity - General	543006-53903	\$451.55
001	08/25/25	FPL SUMMARY BILLING	081225 ACH	BILL PRD 7/11-8/11/25	Electricity - General	543006-53904	\$167.82
001	08/25/25	FPL SUMMARY BILLING	081225 ACH	BILL PRD 7/11-8/11/25	Electricity - General	543006-57212	\$1,508.04
Check Total							\$2,127.41
CHECK # 300045							
001	08/25/25	WASTE MANAGEMENT INC OF FLORIDA	0066653-0336-5	AUG 2025 4 YARD DUMPSTER	Utility - Refuse Removal	543020-53903	\$292.52
001	08/25/25	WASTE MANAGEMENT INC OF FLORIDA	0066653-0336-5	AUG 2025 4 YARD DUMPSTER	Utility - Refuse Removal	543020-53903	\$145.28
Check Total							\$437.80
CHECK # 884							
001	08/07/25	COPELAND SOUTHERN ENTERPRISES INC	541	CONCRETE INSTALL	R&M-Lake	546042-53901	\$9,775.00
Check Total							\$9,775.00
CHECK # 885							
001	08/14/25	CINTAS CORPORATION NO. 2	OF24595163	ANNUAL INSPECTION/REPAIRS	Fire Ext Inspection & Repairs	546462-57212	\$481.24
Check Total							\$481.24
CHECK # DD897							
001	08/13/25	CHARLOTTE COUNTY UTILITIES	72125-125125 CORR	Correction to ACH	Utility - Water & Sewer	543021-57212	\$595.74
Check Total							\$595.74
CHECK # DD898							
001	08/13/25	CHARLOTTE COUNTY UTILITIES	072125-121310 CORR	TO CORRECT ACH TAKEN	Utility - Water & Sewer	543021-57212	\$74.71
Check Total							\$74.71
Fund Total							\$42,813.73

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/2025 to 08/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
----------	------	-------	-------------	---------------------	--------------------------	---------------	-------------

Total Checks Paid	\$42,813.73
--------------------------	--------------------