



Rizzetta & Company

Bobcat Trail Community Development District

**Board of Supervisors' Meeting
October 7, 2025**

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.bobcatcdd.com

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Bobcat Trail Community Center, 1352 Bobcat Trail Blvd., North Port, FL 34288

www.bobcatcdd.com

Board of Supervisors	Steven Ball	Chairperson
	Jeffrey Brall	Vice Chairperson
	Paul Fisher	Assistant Secretary
	Michael SanAntonio	Assistant Secretary
	Robert Branch	Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	David Jackson	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
District Engineers	Robert Dvorak	BDI Engineers

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.bobcatcdd.com

September 29, 2025

**Board of Supervisors
Bobcat Trail Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Bobcat Trail Community Development District will be held on **Tuesday, October 07, 2025, at 3:00 p.m.** at the Bobcat Trail Community Center located at 1352 Bobcat Trail Blvd., North Port, Florida 34288. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENTS – AGENDA ITEMS ONLY**
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on September 02, 2025..... Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of August 2025 Tab 2
6. **OLD BUSINESS**

None.
6. **NEW BUSINESS**
 - A. Review and Consideration of Paving Project Bids..... Tab 3
 - B. Resident Concerns
8. **CONSENT ITEMS**
 - A. Acceptance of Advisory Committee Meeting Minutes
 1. Landscape Committee Advisory Meeting Minutes of August 19, 2025..... Tab 4
9. **STAFF REPORTS**
 - A. Field Manager
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
10. **OTHER REPORTS**
 - A. Infrastructure/Asset Management Committee (Board Workshop)
 - B. Landscape Committee
 - C. Newsletter Supervisor
 - D. Finance Supervisor
 - E. Lakes and Roads Supervisor
 - i. Solitude Waterway Inspection Report
 - ii. Solitude Monitoring Reports
 - F. Maintenance Supervisor
 - G. Facilities Supervisor

- H. HOA Updates
- I. Commercial Properties
- 11. PUBLIC COMMENTS**
- 12. SUPERVISOR REQUESTS**
- 13. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

cc: David Jackson: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bobcat Trail Community Development District was held on **Tuesday, September 02, 2025, at 3:02 p.m.** at the Bobcat Trail Community Center, 1352 Bobcat Trail Blvd., North Port, FL 34288.

Present and constituting a quorum:

Steven Ball	Board Supervisor, Chairman
Jeffrey Brall	Board Supervisor, Vice Chairman
Paul Fisher	Board Supervisor, Assistant Secretary
Michael SanAntonio	Board Supervisor, Assistant Secretary
Robert Branch	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc. (Via Teams)
David Jackson	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
John Fowler	Landscape/Aquatics Inspection Svcs.
Zachary Grubb	Administrative Assistant (Via Teams)

Audience	Present
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FIRST ORDER OF BUSINESS	Call to Order/Roll Call
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Supervisor Ball called the meeting to order and read roll call.

SECOND ORDER OF BUSINESS	Pledge of Allegiance
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The Board, Staff, and Audience recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS	Approval of Agenda
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Supervisor Ball presented the agenda and asked the Board if there were any additions or changes to the agenda as presented. There were none.

On a Motion by Mr. Brall, seconded by Mr. Fisher, with all in favor, the Board Approved the Agenda for the September 02, 2025 Board of Supervisors Meeting, for the Bobcat Trail Community Development District.
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FOURTH ORDER OF BUSINESS

Public Comments – Agenda Items Only

There were no public comments at this time.

FIFTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
August 05, 2025**

Supervisor Ball presented the Minutes of the Board of Supervisors meeting held on August 05, 2025, and asked if there were any questions, comments, and/or changes. There were none.

On a Motion by Mr. Brall, seconded by Mr. Fisher, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on August 05, 2025, for the Bobcat Trail Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Month of July 2025**

Supervisor Ball reported that the operations and maintenance expenses for the period of June 1–31, 2025 amounted to \$68,047.69 and inquired if there were any questions, comments, or revisions. There were none.

On a Motion by Mr. Mr. SanAntonio, seconded by Mr. Branch, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of July 2025, totaling \$68,047.69, for the Bobcat Trail Community Development District.

SEVENTH ORDER OF BUSINESS

**Public Hearing to Consider the
Adoption of the Budget and Imposition
of Operations and Maintenance Special
Assessments for Fiscal Year 2025/2026**

David Jackson provided an overview of the public hearing process and asked for a motion to open the public hearing.

On a Motion by Mr. Branch, seconded by Mr. SanAntonio, with all in favor, the Board Opened the Public Hearing to Consider the Adoption of the Fiscal Year 2025/2026 Budget, for the Bobcat Trail Community Development District.

There were no public comments were made at this time.

On a Motion by Mr. Branch, seconded by Mr. Fisher, with all in favor, the Board Closed the Public Hearing to Consider the Adoption of the Fiscal Year 2025/2026 Budget, for the Bobcat Trail Community Development District.

EIGHTH ORDER OF BUSINESS

**Presentation of the Proposed Final
Budget for Fiscal Year 2025/2026**

Supervisor Ball gave an overview of the Budget for the Fiscal Year 2025/2026 and explained the assessments.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2025-04,
Annual Appropriations and Adopting
the Budget for the Fiscal Year
2025/2026**

David Jackson provided an overview of Resolution 2025-04 and asked if there were any questions. There were none.

On a Motion by Mr. SanAntonio, seconded by Mr. Fisher, with all in favor, the Board Adopted Resolution 2025-04, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2025/2026, for the Bobcat Trail Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-05,
Making a Determination of Benefit and
Imposing Special Assessments for
Fiscal Year 2025/2026**

David Jackson provided an overview of Resolution 2025-05 and asked if there were any questions. There were none.

On a Motion by Mr. Brall, seconded by Mr. SanAntonio, with all in favor, the Board Adopted Resolution 2025-05, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026, for the Bobcat Trail Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-06,
Adopting a Meeting Schedule for
Fiscal Year 2025/2026**

David Jackson provided an overview of Resolution 2025-06 and asked if there were any questions. There were none.

On a Motion by Mr. Branch, seconded by Mr. SanAntonio, with all in favor, the Board Adopted Resolution 2025-06, Adopting a Meeting Schedule for Fiscal Year 2025/2026, for the Bobcat Trail Community Development District.

TWELFTH ORDER OF BUSINESS

Discussion of Maintenance Position

Supervisor Branch discussed a candidate for the maintenance position and his hourly rate. After discussion, the Board agreed they would revisit the Administrative Assistants hourly rate after 90 days. After discussion and vote the Board agreed to hire Paul DeStefano.

On a Motion by Mr. Branch, seconded by Mr. Brall, with all in favor, the Board Approved the hiring of Paul DeStefano for Maintenance, for the Bobcat Trail Community Development District.

THIRTEENTH ORDER OF BUSINESS

Discussion of Vehicle Stickers / Fee Schedule

Supervisor SanAntonio reported that the price of vehicle stickers have increased to cover costs and explained the process. After discussion and with the advice of Counsel, staff was directed to commence the rulemaking process.

On a Motion by Mr. SanAntonio, seconded by Mr. Brall, with all in favor, the Board Approved commencing with the rulemaking process for the increase of fees for vehicle stickers, for the Bobcat Trail Community Development District.

FOURTEENTH ORDER OF BUSINESS

Discussion Regarding Pump House Electric Bill

Supervisor Ball tabled the discussion regarding the pump house electric bill. He is waiting for more information regarding the disposition of the Golf Course.

FIFTEENTH ORDER OF BUSINESS

Acceptance of Committee Meeting Minutes for Infrastructure-Asset Committee Meeting Held on August 21, 2025

On a Motion by Mr. Fisher, seconded by Mr. SanAntonio, with all in favor, the Board Accepted the Minutes for the Infrastructure-Asset Committee Meeting Held on August 21, 2025, for the Bobcat Trail Community Development District.

SIXTEENTH ORDER OF BUSINESS

Acceptance of Committee Meeting Minutes for Landscape Committee Meeting Held on July 15, 2025

On a Motion by Mr. Fisher, seconded by Mr. Brall, with all in favor, the Board Accepted the Minutes for the Landscape Committee Meeting Held on July 15, 2025, for the Bobcat Trail Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. Field Manager

John Fowler provided the Board with a report for both aquatics and landscaping. The Board was advised that Finn Outdoor is providing a proposal to repair one of the banks.

B. District Engineer

Supervisor Ball advised that the District Engineer is working on the pond inspections in accordance with the requirements of the SFWMD.

C. District Counsel

David Jackson provided the Board with an update on the Golf Course Foreclosure. The Board discussed tree removals and questions raised regarding responsibility. Ms. Bandon recommended the Board ask Brown and Brown for an opinion on this matter.

D. District Manager

Belinda Bandon reminded the Board that the next meeting was going to be held on October 7, 2025, at 3:00 pm. Ms. Bandon gave the Board an update on a meeting held with Brown and Brown and thanked David Filler for his assistance. Ms. Bandon advised the Board that she has not received any requests for the RFP for the paving project. She did send the packet to three vendors. Supervisor Branch was asked to please send the new employee information to Venessa Smith for onboarding.

EIGHTEENTH ORDER OF BUSINESS

Other Reports

A. Infrastructure/Asset management Committee

Supervisor Ball reported on the insurance update. Discussion began regarding extending the request and advertisement for the RFP another week. Ms. Bandon recommended that paving during the dry season is the best option.

B. Landscape Committee

Supervisor Brall gave an update on the trimming of Palms. Another area of palms were stopped from trimming due to equipment needs and wet landscape. He mentioned this vendor does a much better job than previous vendors.

C. Newsletter Supervisor

Supervisor Fisher advised that the newsletter should go out on the 19th or the 20th.

D. Finance Supervisor

Supervisor Fisher had nothing to report at this time.

E. Lakes and Roads Supervisor

i. Solitude Waterway Inspection Report

Supervisor Ball advised that there is a washout on Royal Palm drive that was repaired by Finn Outdoor last week. He reported that there are two additional ones, on Royal Palm, and a second one on Palmetto Palm. He provided a proposal from Finn Outdoor. After discussion and vote, the Board approved the proposal.

On a motion by Mr. Ball, seconded by Mr. SanAntonio, the Board Approved the proposal from Finn Outdoor, for the Bobcat Trail Community Development District.

F. Maintenance Supervisor

Supervisor Branch advised that there are issues with PRV #13. He advised that he requested assistance from Hoover and wants to confirm whether the filters are causing issues. He informed the Board that he bought combination locks for the valves.

G. Facilities Supervisor

Supervisor SanAntonio advised that a vehicle hit the old reader but the District was reimbursed. He advised that the tennis court lock was fixed, and the lights are up.

H. HOA Updates

No updates at this time.

I. Commercial Properties

Supervisor Ball gave an update regarding the Golf Course.

NINETEENTH ORDER OF BUSINESS

Public Comments

A resident gave compliments to the Board but stated she would like the Board to use the microphones.

A resident asked the Board about the lake behind his home, 3528 Royal Palm Drive. He stated that the lake is rising while the other lakes stay the same. Mr. Ball informed the resident of how the lakes are feeding into each other and will go over the maps with the resident.

A resident gave comment regarding concerns of kids in the pool. She also gave comment regarding lighting for the pool. Lastly, she commented on the noise from Tennis Courts at night.

TWENTIETH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests at this time.

TWENTY FIRST ORDER OF BUSINESS

Adjournment

Supervisor Ball stated that there was no further business to come before the Board and asked for a motion to adjourn.

280 On a Motion by Mr. Brall, seconded by Mr. SanAntonio, with all in favor the Board
281 adjourned the Meeting at 4:01p.m., for the Bobcat Trail Community Development District.

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285 _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · FT. MYERS, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being present **\$69,935.58**

Approval of Expenditures:

Chairperson

Vice Chairperson

Assistant Secretary

Bobcat Trail Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADP Easypay	20250808-1	697185963 ACH	ADP Fee PPE 07/27/25	\$ 103.20
ADP Easypay	20250822-1	698161119 ACH	ADP Fee PPE 08/10/25	\$ 150.31
Amazon Capital Services, Inc.	100282	1H73-LWCH-7D9C	Supplies 08/25	\$ 37.47
Anthony J Ettore	100283	080525 DLC	Legal Counsel 07/25	\$ 1,812.50
Artistree Landscape Maintenance & Design STE B	100284	184656	Irrigation Repairs 05/25	\$ 144.13
Artistree Landscape Maintenance & Design STE B	100284	185621	Monthly Grounds Maintenance 08/25	\$ 9,970.40
Artistree Landscape Maintenance & Design STE B	100284	185622	Monthly Grounds Maintenance - Entrance 08/25	\$ 2,492.60
Brletic Dvorak, Inc.	100279	2036	Engineering Services 07/25	\$ 3,930.00
City of North Port Utilities	20250818-1	34841-152336 07/25 ACH	1350 Bobcat Trl 07/25	\$ 79.75
City of North Port Utilities	20250818-1	34841-153028 07/25 ACH	1350 Bobcat Trl-Pool 07/25	\$ 201.80
City of North Port Utilities	20250818-1	34841-175058 07/25 ACH	1352 Bobcat Trl - Office Bldg 07/25	\$ 343.75
City Wide Facility Solutions	100270	32019033992	Janitorial Services 08/25	\$ 1,000.00
City Wide Facility Solutions	100277	42019019979	Tennis Court Lights 07/25	\$ 6,400.00
City Wide Facility Solutions	100277	42019020052	Ceiling Painted & 4 Doors 07/25	\$ 2,000.00

Bobcat Trail Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City Wide Facility Solutions	100277	42019020053	Guard Shack Cleaning 07/25	\$ 645.00
City Wide Facility Solutions	100277	42019020054	Strip Floors & Apply New 07/25	\$ 870.00
City Wide Facility Solutions	100277	42019020132	Interior Wall Painting 07/25	\$ 2,000.00
Florida Department of Revenue	20250818-2	68-8015548212-6 07/25 ACH	Sales Tax 07/25	\$ 14.32
Florida Power & Light Company	20250805-1	00592-38485 07/25 ACH	2975 Bobcat Village 07/25	\$ 162.17
Florida Power & Light Company		FPL Summary 07/25 ACH-699	FPL Summary 07/25 ACH	\$ 2,178.35
Frontier Florida, LLC	20250819-1	941-423-6750-122914-5 08/25 ACH	Phone/Internet/Cable Services 08/25	\$ 110.01
Frontier Florida, LLC	20250805-2	941-423-9035-100518-5 07/25 ACH	Internet 07/25	\$ 125.98
Frontier Florida, LLC	20250818-3	941-426-0808-022310-5 08/25 ACH	Phone/Internet/Cable Services 08/25	\$ 697.89
Frontier Florida, LLC	20250805-2	941-426-5773-102122-5 07/25 ACH	Internet 07/25	\$ 215.98
Gardenmasters of SW Florida, Inc.	100271	255550	Quarterly Interior Pest Control 07/25	\$ 135.01
Hidden Eyes, LLC	100272	98625	Service Call - Trip Charge 07/25	\$ 4,814.95
Hidden Eyes, LLC	100276	758337	Video Monitoring & Maintenance 09/25	\$ 5,861.25
Hoover Pumping Systems Corp.	100273	191000	Pump Repairs 08/25	\$ 505.21

Bobcat Trail Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hoover Pumping Systems Corp.	100273	191017	Pump Repairs 08/25	\$ 783.16
Jeffrey Brall	20250813-4	JB080525 ACH	Board of Supervisor Meeting 08/05/25	\$ 200.00
Jeffrey Brall	20250827-2	JB082125 ACH	Board of Supervisor Meeting 08/21/25	\$ 200.00
Michael SanAntonio	100281	081925 SanAntonio	Reimbursement - T-Mobile 07/25	\$ 50.00
Michael SanAntonio	20250813-3	MS080525 ACH	Board of Supervisor Meeting 08/05/25	\$ 200.00
Michael SanAntonio	20250827-4	MS082125 ACH	Board of Supervisor Meeting 08/21/25	\$ 200.00
North Port Solid Waste District	20250804-1	131769-191620 06/25 ACH	1352 Bobcat Trl SWD 06/25	\$ 271.92
Persson, Cohen & Mooney, P.A.	100286	6257	Legal Services 07/25	\$ 1,283.80
Risk Management Associates, Inc.	100280	21599435	Policy #PK FL1 0504051 24-18 10/1/24-10/1/25	\$ 730.00
Rizzetta & Company, Inc.	100269	INV0000101263	District Management Fees 08/25	\$ 4,736.00
Rizzetta & Company, Inc.	100268	INV0000101327	Mass Mailing 07/25	\$ 852.71
Robert Half International, Inc.	100274	65119180	Yvonne Regan WE 06/06/25	\$ 1,020.00
Robert Half International, Inc.	100274	65138836	Yvonne Regan WE 06/27/25	\$ 1,028.50
Robert Half International, Inc.	100274	65258822	Yvonne Regan WE 08/01/25	\$ 1,020.00

Bobcat Trail Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Robert Half International, Inc.	100278	65285617	Yvonne Regan WE 08/08//25	\$ 212.50
Robert M Branch Jr	20250813-1	RB080525 ACH	Board of Supervisor Meeting 08/05/25	\$ 200.00
Robert M Branch Jr	20250827-1	RB082125 ACH	Board of Supervisor Meeting 08/21/25	\$ 200.00
Signet Pool	100287	63928	Monthly Maintenance 08/25	\$ 796.00
Signet Pool	100287	64362	Chemicals 08/25	\$ 20.00
Solitude Lake Management, LLC	100288	PSI190529	Monthly Maintenance 08/25	\$ 160.86
Solitude Lake Management, LLC	100288	PSI193256	Monthly Maintenance 08/25	\$ 140.69
South Florida Landscape Lighting, Inc.	100275	1171	BackGate Light Install 07/25	\$ 1,680.00
South Florida Landscape Lighting, Inc.	100275	1173	Light Installs 07/25	\$ 550.00
South Florida Landscape Lighting, Inc.	100275	1174	Light Installs 07/25	\$ 2,666.00
South Florida Landscape Lighting, Inc.	100275	1175	Light Install 07/25	\$ 188.00
Sprinklermatic Florida, LLC	100289	54760	Fire Sprinkler Inspection 08/25	\$ 375.00
Steven Ball	20250813-5	SB080525 ACH	Board of Supervisor Meeting 08/05/25	\$ 200.00
Steven Ball	20250827-3	SB082125 ACH	Board of Supervisor Meeting 08/21/25	\$ 200.00

Bobcat Trail Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO Peoples Gas	20250815-1	211015264685 07/25 ACH	1350 Bobcat Tril 07/25	\$ 20.33
Valley National Bank	20250826-1	Valley CC 07/25 ACH-699	Credit Card Expense 07/25	\$ 2,348.08
Walter P Fisher	20250813-2	WF080525 ACH	Board of Supervisor Meeting 08/05/25	\$ 200.00
Walter P Fisher	20250827-5	WF082125 ACH	Board of Supervisor Meeting 08/21/25	<u>\$ 200.00</u>
Total Report				<u>\$ 69,935.58</u>

Tab 3

REQUEST FOR PROPOSAL
FOR
MILL AND RESURFACE ROADWAYS
PHASES 3 AND 4
for
BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT

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REQUEST FOR PROPOSAL
MILL AND RESURFACE ROADWAYS – PHASES 3 AND 4
BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT
North Port, Florida

Notice is hereby given that the **Bobcat Trail Community Development District** (the “District”) will accept proposals from qualified firms interested in providing services for Mill and Resurface Roadways – Phases 3 and 4 for the District as described below and in the project scope set forth herein.

The Request for Proposal Package which includes the Project scope of work will be available beginning on Monday, August 18, 2025, at 9:00 a.m. In order to obtain the documents please submit a request via email to bblandon@rizzetta.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 Bobcat Trail 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 CD or flash drive of the required proposal no later than Friday, September 19, 2025, at 2:00 p.m. at the offices of Belinda Blandon, District Manager, Bobcat Trail Community Development District, 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. The public proposal opening will occur on Friday, September 19, 2025, at 2:01 p.m., at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. 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. Please note regular USPS delivery is not available at this address. An electronic copy should be submitted as well to bblandon@rizzetta.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 October 7, 2025, at 3:00 p.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 Belinda Blandon at bblandon@rizzetta.com. Questions received after 12:00 p.m. on Wednesday, September 10, 2025, will not be answered.

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

MILL AND RESURFACE ROADWAYS – PHASES 3 AND 4

Instructions to Proposers

SECTION 1. DUE DATE: Sealed proposals will be received no later than Friday, September 19, 2025, at 2:00 p.m. at the offices of the District Manager, 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912, Attention: Belinda Blandon. 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 CD or 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 (Bobcat Trail Community Development District MILL AND RESURFACE ROADWAYS – PHASES 3 AND 4 - 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 7, 2025, 3:00 p.m., meeting of the Bobcat Trail 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 Bobcat Trail 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 Belinda Blandon, District Manager, at bblandon@rizzetta.com. Questions received after 12:00 p.m. on Wednesday, September 10, 2025, will not be answered. 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 Rizzetta & Company, Inc., located at 9530 Marketplace Road #206, Fort Myers, Florida 33912, Attention: Belinda Blandon. 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 milling and resurfacing services. 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 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.	20
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 22. PUBLIC RECORDS. All proposals submitted are public records subject to production unless specifically exempt by Florida Statutes or additional applicable law.

1. Proposer: *Superior Asphalt Inc* / / A Partnership
[Company Name] ☒ A Corporation
☐ A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
4. Proposer Company Address (if different):
Street Address _____
P. O. Box (if any) *P.O. BOX 2489*
City *Okeechobee* State *Florida* Zip Code *34264*
Telephone *941-755-2850* Fax no. _____
1st Contact Name *Charlie Lafoe* Title *Estimator*
2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Bobcat Trail CDD.
Street Address *4801 15th Street East*
City *Bradenton* State *Florida* Zip Code *34203-3603*
Telephone *941-755-2850* Fax No. *941-727-5980*
1st Contract Name *Charlie Lafoe* Title *Estimator*

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 June 21st 2011 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:

- 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	\$ 1,000,000.00
Automobile Liability	\$ 1,000,000.00
Umbrella Coverage	\$ 1,000,000.00
Workers Compensation	\$ 100,000.00 / 500,000.00 / 100,000.00
Expiration Date	3/1/2014

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. _____

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.

Scott Armstrong Operations Manager
Name Position

Operations 20 yrs 5 yrs
Type of Work Yrs. Exp. Yrs. With Firm

Timothy Huff Superintendent
Name Position

Supervision 25 yrs 25 yrs
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 Bobcat Trail CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Bobcat Trail CDD should consider the Proposer for award of the contract for Mill and Resurface Roadways – Phases 3 and 4, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

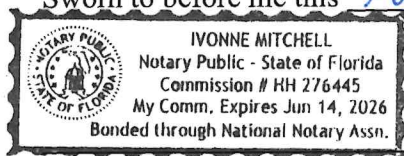
Superior Asphalt Inc.
Name of Proposer

By: [Signature]
Stephen Hill, Sr vice president
[Type Name and Title of Person Signing]

This 18th day of September, 2025.

(Corporate Seal)

Sworn to before me this 18th day of September, 2025.



(Seal)

Ivonne Mitchell 6/14/26
Notary Public/Expiration Date

END

CORPORATE OFFICERS

Company Name Superior Asphalt Inc

Date 9/15/2025

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
Stephen Hill	SR vice president	President/supervisor	Bradenton, FL
Alan Mulvey	SR vice president	president/supervisor	Bradenton, FL
FOR PARENT COMPANY (if applicable)			

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

MILL AND RESURFACE ROADWAYS PROPOSAL

PROPOSAL FORM

Bobcat Trail CDD Asphalt Repairs					
Bid Form					
Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Mill 1-1/2" Asphalt	18,529	SY	2.80	51,881.20
2	Resurface 1-1/2" SP 9.5 Asphalt	18,529	SY	13.65	252,920.85
3*	Traffic Paint - Stop Bars	10	EA	450.00	4,500.00
4	Performance & Payment Bonds	1	EA	3,000.00	3,000.00
5	Miscellaneous - Cleanup		EA	INCLUDED	
	Total			309,252.05	

*CONTRACTOR TO RESTORE STRIPING TO EXISTING CONDITIONS AND PROVIDE NEW STOP BARS AT ALL STOP SIGNS TO MEET CURRENT FDOT STANDARDS AND SPECIFICATIONS.

QUANTITIES ARE APPROXIMATE AND SHOULD BE INDEPENDENTLY VERIFIED BY PROPOSERS.



Superior Asphalt, Inc.

Superior Quality, Superior Service, Superior Asphalt

4801 15th St E Bradenton, FL 34203

Phone: (941)-755-2850

Fax: (941)-727-5980

Mailing Address:

PO BOX 2489 ONECO, FL 34264

To:	Bobcat Trail Community Development District	Contact:	
Address:	Attn: Belinda Blandon, District Manager, 3434 Colwell Avenue Suite 200 Tampa, FL 33614	Phone:	
Project Name:	Bobcat Trail Community Development District	Fax:	
Project Location:	Bobcat Trail (Lynx Run, Solitary Palm Ct., Phoenix Palm Ter.), North Port, FL	Bid Number:	
		Bid Date:	9/22/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
60.04	MILLING FOR 1.5" ASPHALT PAVING	18,529.00	SY	\$2.80	\$51,881.20
62.95	CLEAN, TACK, LAY AND COMPACT ASPHALT PAVING 1.50" TYPE SP-9.5 ROADWAY	18,529.00	SY	\$13.65	\$252,920.85
70	THERMOPLASTIC STRIPING	1.00	LS	\$450.00	\$450.00
Total Bid Price:					\$305,252.05

Notes:

- Prime and Mat are not included.
- This quote has been based on 1 move-ins. Any additional move-ins will be \$ 2,500.00 per move in.
- New pavement will tend to scuff and mark within the first twelve (12) months after placement due to the curing process of asphalt.
- During resurfacing projects, Superior Asphalt cannot guarantee 100% drainage.
- All permits, surveying, and maintenance of traffic by others unless noted above.
- All testing to be in accordance with F.D.O.T. testing procedures and to be paid for by others.
- If this is a unit price contract, the job will be remeasured for actual quantities.
- We have the right to inspect base prior to paving.
- We will not be liable for any delay or costs due to war, strikes, lockouts, labor difficulties, accidents, fire, flood, tariffs or other causes beyond our control.
- Prices quoted valid for 30 days at which time we reserve the right to adjust our price. Sales tax is included in the prices quoted.
- Asphalt is a flexible pavement and any cracks that are visible before overlaying will reflect through after the overlay is finished. Also, cracks will appear when paving on new soil cement.
- This quotation is based on the Florida Department of Transportation (FDOT) Fuel and Bituminous Average Price Index for the month date of this bid. Superior Asphalt, Inc. reserves the right to adjust the final contract amount if applicable.

Payment Terms:

Purchaser agrees that should the account become more than 30 days past due, purchaser will pay all costs of collection, including reasonable attorney's fees whether collected through suit or otherwise. After 30 days, interest will be charged on all money due at the highest legal rate.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Bradenton Authorized Signature: _____ Estimator: Charlie Lafoe (941) 755-2850 clafoe@superiorasphaltinc.net
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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)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

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)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of Florida

SS:

County of Manatee

Stephen Hill
(title) Senior Vice President of
the Superior Asphalt Inc.

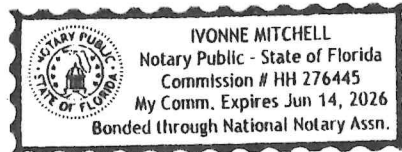
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion 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

Sworn to before me this 18th day of September, 2025.

Ivonne Mitchell 9/14/26
Notary Public/Expiration Date:



(SEAL)

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 Bobcat Trail Community Development District.

2. This sworn statement is submitted by Superior Asphalt Inc.
[Print Name of Entity Submitting Sworn Statement]
whose business address is 4801 15th St East Bradenton, FL 34203

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-1115948

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Stephen Hill and my relationship to the
entity named above is Senior vice 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.)

✓ 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.)

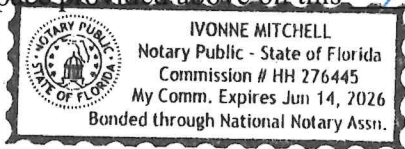
[Signature]
Date: 9/15/25

STATE OF Florida
COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Stephens Hill who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this 18th day of September 2025.



Ivonne Mitchell
NOTARY PUBLIC

My commission expires:

DRAFT AGREEMENT FOR MILL AND RESURFACE ROADWAYS – PHASES 3 AND 4

This Agreement (“Agreement” or “Contract”), is made between Bobcat Trail 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 Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, and Superior Asphalt Inc., a Florida Corporation (hereinafter referred to as the “Contractor”) with an address of 4801 15th St East, Budenton, Florida 34203, on this 15 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 milling and resurfacing work on certain District-owned roadways; 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”) for the District’s roads as set forth in the maps attached hereto as **Exhibit “B,”** and in accordance with the Proposal Form attached hereto as **Exhibit “A”** and the Technical Specifications 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 \$305,252.05 (\$_____) (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 _____ (____) 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 Sarasota 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: Bobcat Trail Community Development District
 Attn: Belinda Blandon, District Manager
 3434 Colwell Avenue, Suite 200

Tampa, Florida 33614
e-mail: bblandon@rizzetta.com

With a copy to: R. David Jackson, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240
e-mail: djackson@flgovlaw.com

To Contractor: Superior Asphalt
Inc.

e-mail: clafie@superiasphaltinc.net

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, BELINDA BLANDON, RIZZETTA & COMPANY, 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FL 3392, TEL. 239-936-0913, BBLANDON@RIZZETTA.COM.

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

**Bobcat Trail
Community Development District**

By: _____
Title: _____
Date: _____

Contractor

By:  _____
Title: SR. vice president
Date: 9/15/25

EXHIBIT “B”

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

MILL AND RESURFACE ROADWAYS PROPOSAL

MAPS

Map Exhibit

Phase 3: Phoenix Palm Terrace & Solitary Palm Court

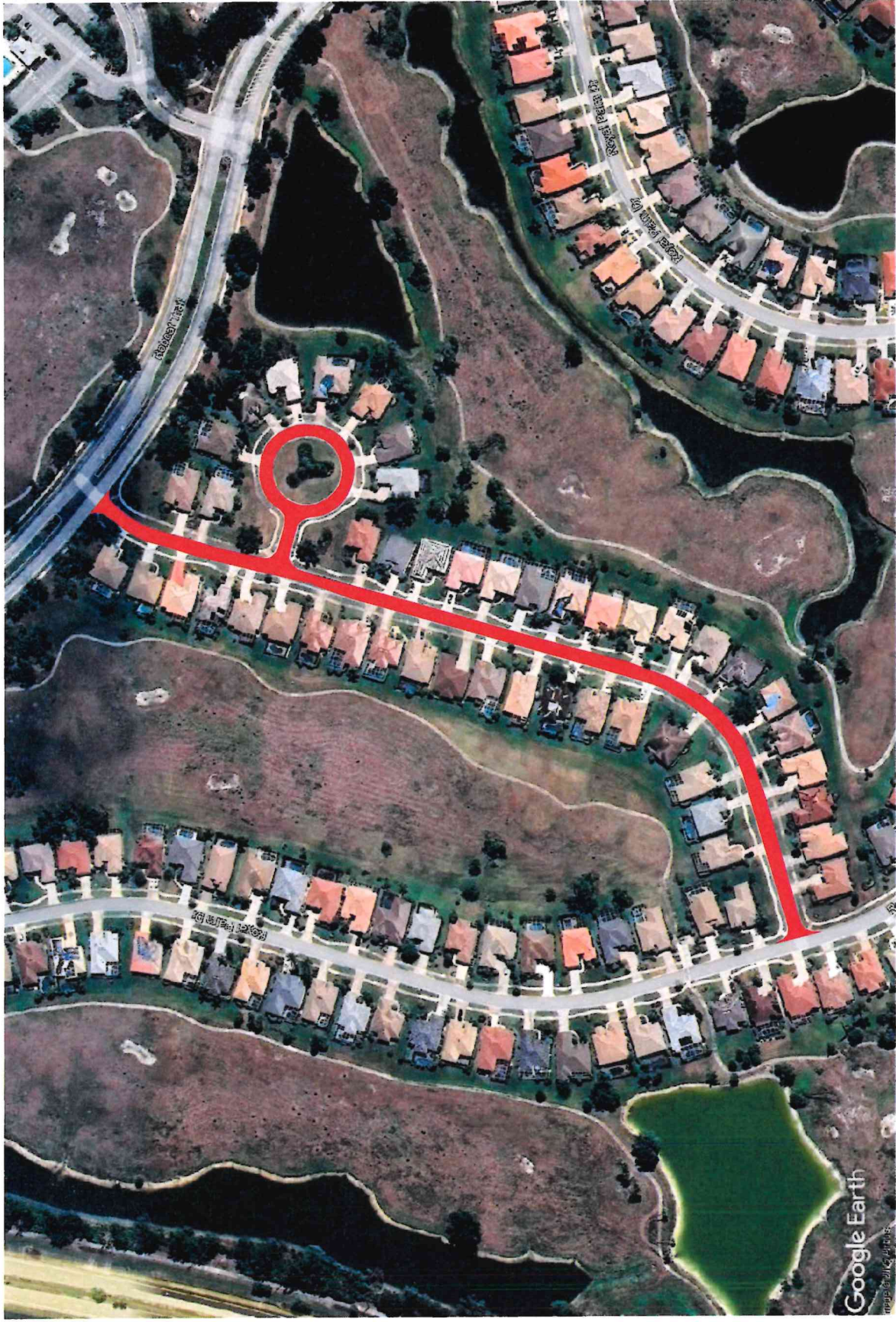


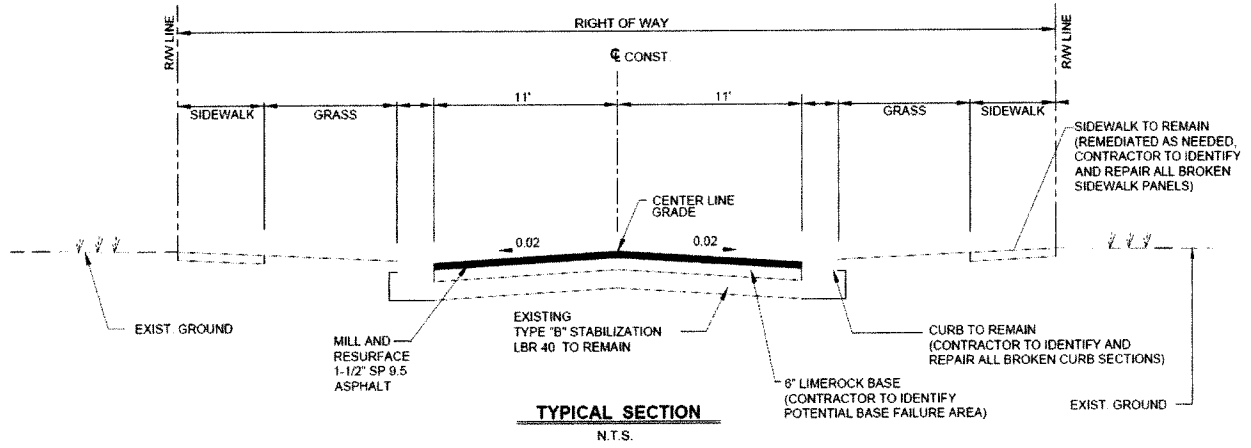
EXHIBIT “C”

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

MILL AND RESURFACE ROADWAYS PROPOSAL

PROJECT SCOPE – TECHNICAL SPECIFICATIONS

Typical Section



GENERAL NOTES

1. LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL FEATURES INCLUDING EXISTING UTILITIES, STRUCTURES, ROADWAYS, CURB, SIDEWALKS AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS AND DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, ETC. AFFECTING THE WORK PRIOR TO CONSTRUCTION.
2. IF UTILITY FIELD LOCATIONS ARE REQUIRED, THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH ALL UTILITY COMPANIES AS WELL AS ANY AFFECTED CITY AND COUNTY DEPARTMENTS BY PROVIDING A MINIMUM OF 48 HOURS NOTICE OF WHEN CONSTRUCTION WILL COMMENCE IN AN AREA IN ORDER TO PERMIT FIELD LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. A TOLL-FREE NUMBER, 1-800-432-4770 IS AVAILABLE TO ASSIST IN SUCH COORDINATION EFFORTS. THIS NUMBER IS PART OF THE UTILITY NOTIFICATION PROGRAM PROVIDED BY SUNSHINE STATE ONE-CALL OF FLORIDA, INC. BUT DOES NOT NECESSARILY REPRESENT ALL UTILITY COMPANIES IN THE AREA.
3. ALL UTILITIES SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE EXISTING UTILITIES AND ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, DRIVEWAYS, SIDEWALKS, FENCES, RETAINING WALLS, ETC. REMOVED OR DAMAGED DURING CONSTRUCTION WITH THE SAME MATERIAL REMOVED OR DAMAGED OR AS DIRECTED BY THE ARCHITECT/ENGINEER.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH ANY SITE WORK WITH WHICH A CONFLICT HAS ARISEN DURING THE CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
6. ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. WATERING, APPLICATION OF CALCIUM CHLORIDE OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE

EMANATION OF DUST FROM THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INCORPORATED AS SOON AS POSSIBLE.

7. CONSTRUCTION SHALL BE CARRIED OUT "IN THE DRY". THE CONTRACTOR SHALL REVIEW SITE CONDITIONS AND DETERMINE METHODS AND EXTENT OF DEWATERING NECESSARY AND SHALL INCLUDE COSTS OF DEWATERING IN THE BID. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTROL OF GROUND OR SURFACE WATER OR FOR ADDITIONAL MATERIALS OR REWORK REQUIRED AS A RESULT OF INADEQUATE OR INSUFFICIENT DEWATERING.

8. ALL WORK TO BE PERFORMED FOR THE COMPLETION OF THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE BEST PRACTICES OF THE INDUSTRY AND IN ACCORDANCE WITH THE SPECIFICATIONS, AND ALL APPLICABLE FEDERAL, STATE, COUNTY AND/OR CITY CODES, ORDINANCES, STANDARDS AND PERMIT CONDITIONS.

9. THE CONTRACTOR SHALL NOT REMOVE ANY TREES. CONTRACTOR IS RESPONSIBLE FOR A LICENSED ARBORIST TO PERFORM ROOT PRUNING AS REQUIRED WHERE TREE ROOT INTRUSION INTO CURB OR ROADWAY OCCURS AND TO DETERMINE IF CONSTRUCTION ACTIVITIES WOULD IMPACT TREES TO WARRANT REMOVAL AND REPLACEMENT PRIOR TO CONSTRUCTION.

10. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SITE EROSION AND SHALL PROVIDE ADDITIONAL SOD, AS NECESSARY, TO ACHIEVE A FULLY GRASSED SITE FREE FROM RUTTING, ETC. TO THE LINES & GRADES SHOWN HEREIN UPON FINAL ACCEPTANCE.

11. RESTORE ALL DISTURBED AREAS TO EXISTING CONDITIONS.

12. CONTRACTOR TO BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC. MAINTENANCE OF TRAFFIC TO BE IN ACCORDANCE WITH CURRENT FDOT STANDARDS AND SPECIFICATIONS. MOT TO BE SUBMITTED TO THE CDD AND ENGINEER PRIOR TO CONSTRUCTION.

13. CONTRACTOR TO SUPPLY LANE CLOSURE SCHEDULE AND PHASING PLAN FOR THE DURATION OF THE PROJECT PRIOR TO COMMENCEMENT OF WORK.

14. CONSTRUCTION STAGING AND ACCESS TO BE DETERMINED AT PRE-CONSTRUCTION MEETING.

15. CONTRACTOR TO RESTORE STRIPING TO EXISTING CONDITIONS AND PROVIDE NEW STOP BARS AT ALL STOP SIGNS, AND NEW CROSSWALK STRIPING WHERE

APPLICABLE. ADJUST STOP SIGNS AS NEEDED. ALL SIGNAGE LOCATIONS AND STRIPING LOCATIONS AND DIMENSIONS TO MEET CURRENT FDOT STANDARDS AND SPECIFICATION.

ENVIRONMENTAL PROTECTION NOTES

1. CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED IN WETLAND AREAS UNLESS SUCH CONSTRUCTION PRACTICES ARE APPROVED IN A PLAN OF OPERATION SUBMITTED TO THE ENGINEER & THE APPROPRIATE REGULATORY AUTHORITIES.
2. WHERE CONSTRUCTION IS NECESSARY ACROSS OR ADJACENT TO WETLAND JURISDICTIONAL AREAS, SILT BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT BARRIERS SHALL BE CONSIDERED AS LIMITS OF CONSTRUCTION WITHIN OR ADJACENT TO JURISDICTIONAL AREAS.
3. STAKED OR FLOATING SILT SCREENS OR HAY BALES, OR INLET PROTECTION AS APPROPRIATE, SHALL BE UTILIZED AS SILT BARRIERS AND PLACED AROUND THE ENTIRE SITE AT THE LIMITS OF CONSTRUCTION AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM LEAVING THE PROPERTY. THESE BARRIERS SHALL BE INSTALLED PRIOR TO COMMENCING WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS SHALL BE IMMEDIATELY REPAIRED OR REPLACED, AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND PRIOR TO FINAL ACCEPTANCE.
4. ALL WATER COLLECTED AND PUMPED DURING DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UNDISTURBED UPLAND AREAS INTO DOUBLE STAKED HAY BALES. DISCHARGE LOCATIONS SHALL BE OVER UNDISTURBED SOIL, A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY, WETLAND AREA, OR INLET TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.
5. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO UNDISTURBED WETLANDS WHERE SEDIMENTATION FROM STOCKPILES MAY CAUSE DAMAGE TO WETLAND. ADDITIONALLY, SILT BARRIERS SHALL CONTINUOUSLY AND FULLY ENCIRCLE ALL STOCKPILES WHICH WILL REMAIN FOR LONGER THAN 24 HOURS TO CONTAIN MATERIALS WITHIN A REASONABLY CONFINED AREA. NO STOCKPILING IN STREETS OR PUBLIC ROW.

6. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OTHER THAN THOSE SPECIFICALLY SHOWN TO BE REMOVED. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL AREAS WITHOUT PROPER AUTHORIZATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING PLAN TO AND OBTAINING APPROVAL FROM SWFWMD, AND COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF TREE REMOVAL.

7. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED. NO ACTIVITIES (EQUIPMENT, FILL PLACEMENT, ETC.) SHALL TAKE PLACE WITHIN THE DRIPLINE OF THE TREES TO REMAIN. IF NECESSARY, THE CONTRACTOR SHALL PROTECT TREES WITH SUITABLE BARRICADES. ONCE INSTALLED, ALL PROTECTIVE TREE BARRICADES SHALL BE INSPECTED BY THE SARASOTA COUNTY NATURAL RESOURCES DEPARTMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.

8. INLET PROTECTION SYSTEMS-PREVENT ASPHALT AND/OR SILTATION FROM ENTERING EXISTING INLETS DURING MILLING AND RESURFACING.

**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.

Print or type. See Specific Instructions on page 3.	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.) Superior Asphalt, Inc.	
	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) _____ 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) _____ (Applies to accounts maintained outside the United States.)
	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. Post Office Box 2489 6 City, state, and ZIP code Oneco, FL 34264 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.

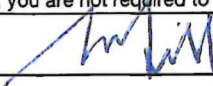
Social security number										
			-				-			
or										
Employer identification number										
6	5	-	1	1	1	5	9	4	8	

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 MARCH 31, 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

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 M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street Tampa, FL 33606	CONTACT NAME: M.E. Wilson Company, LLC	
	PHONE (A/C, No, Ext): 813-229-8021 FAX (A/C, No): 813-229-2795	
INSURED Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL 34264	E-MAIL ADDRESS: certificates@mewilson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Palomar Excess and Surplus Insurance Company	16754
	INSURER C : Navigators Specialty Ins Co	36056
	INSURER D : Starstone Specialty Ins Co	44776
	INSURER E : Indemnity National Ins Co	18468
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 268880**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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO353845902	03-01-2025	03-01-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP353846002	03-01-2025	03-01-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CEPXP25000006300	03-01-2025	03-01-2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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 ☐ N/A			WC353845802	03-01-2025	03-01-2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CH25ECPZ08PH8IC	03-01-2025	03-01-2026	Pollution Liability 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY M.E. Wilson Company, LLC dba Waldorff		NAMED INSURED Superior Asphalt, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

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D	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes
	Excess Liability	☐	03-01-2025	Per Occurrence	\$ Yes
		WOS	POLICY EXP	Aggregate Limit	\$ 2,000,000
				Each Occurrence Limit	\$ 2,000,000
	POLICY NUMBER	☐	03-01-2026		\$
	86209F243ALI				\$

E	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes
	Excess Liability	☐	03-01-2025	Per Occurrence	\$ Yes
		WOS	POLICY EXP	Aggregate Limit	\$ 2,000,000
				Each Occurrence Limit	\$ 2,000,000
	POLICY NUMBER	☐	03-01-2026		\$
	XS000187025				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
					\$
	POLICY NUMBER	☐			\$
					\$



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 24, 2024

SUPERIOR ASPHALT, INC.
PO BOX 2489
ONECO, FLORIDA 34264

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, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **7/31/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

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://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.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,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

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PRODUCER M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street Tampa, FL 33606	CONTACT NAME: M.E. Wilson Company, LLC PHONE (A/C, No, Ext): 813-229-8021 FAX (A/C, No): 813-229-2795 E-MAIL ADDRESS: certificates@mewilson.com																					
INSURED Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL 34264	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>Palomar Excess and Surplus Insurance Company</td><td>16754</td></tr><tr><td>INSURER C:</td><td>Navigators Specialty Ins Co</td><td>36056</td></tr><tr><td>INSURER D:</td><td>Starstone Specialty Ins Co</td><td>44776</td></tr><tr><td>INSURER E:</td><td>Indemnity National Ins Co</td><td>18468</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	Palomar Excess and Surplus Insurance Company	16754	INSURER C:	Navigators Specialty Ins Co	36056	INSURER D:	Starstone Specialty Ins Co	44776	INSURER E:	Indemnity National Ins Co	18468	INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 268880**REVISION NUMBER:**

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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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO353845902	03-01-2025	03-01-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP353846002	03-01-2025	03-01-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			CEPXP25000006300	03-01-2025	03-01-2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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	N/A	WC353845802	03-01-2025	03-01-2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CH25ECPZ08PH8IC	03-01-2025	03-01-2026	Pollution Liability 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY M.E. Wilson Company, LLC dba Waldorff		NAMED INSURED Superior Asphalt, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

D	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes	
	Excess Liability	☐	03-01-2025	Per Occurrence	\$ Yes	
			WOS	POLICY EXP	Aggregate Limit	\$2,000,000
					Each Occurrence Limit	\$2,000,000
	POLICY NUMBER	☐	03-01-2026		\$	
	86209F243ALI				\$	

E	TYPE OF INSURANCE	AI	POLICY EFF	Excess	\$ Yes	
	Excess Liability	☐	03-01-2025	Per Occurrence	\$ Yes	
			WOS	POLICY EXP	Aggregate Limit	\$2,000,000
					Each Occurrence Limit	\$2,000,000
	POLICY NUMBER	☐	03-01-2026		\$	
	XS000187025				\$	

	TYPE OF INSURANCE	AI	POLICY EFF		\$	
		☐			\$	
			WOS	POLICY EXP		\$
						\$
	POLICY NUMBER	☐			\$	
					\$	

	TYPE OF INSURANCE	AI	POLICY EFF		\$	
		☐			\$	
			WOS	POLICY EXP		\$
						\$
	POLICY NUMBER	☐			\$	
					\$	

	TYPE OF INSURANCE	AI	POLICY EFF		\$	
		☐			\$	
			WOS	POLICY EXP		\$
						\$
	POLICY NUMBER	☐			\$	
					\$	

	TYPE OF INSURANCE	AI	POLICY EFF		\$	
		☐			\$	
			WOS	POLICY EXP		\$
						\$
	POLICY NUMBER	☐			\$	
					\$	

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3538459-02

Effective Date: 03/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 3538459-02	03/01/2025	03/01/2026	03/01/2025	92153000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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 AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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 **03-01-25** Policy No. **WC 3538458-02**

Insured **SUPERIOR ASPHALT, INC.**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SUPERIOR ASPHALT, INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 3538460-02

Effective Date: 03/01/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law 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 \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



***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:

**BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT**

1. Proposer: Ajax Paving Industries of Florida, LLC / / A Partnership
[Company Name] /X/ 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 Bobcat Trail 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)

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 Bobcat Trail CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Bobcat Trail CDD should consider the Proposer for award of the contract for Mill and Resurface Roadways – Phases 3 and 4, 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]

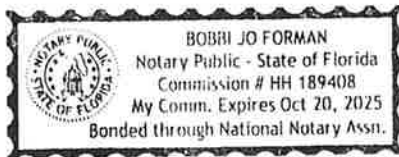
This 11th day of September, 2025.

(Corporate Seal)



Sworn to before me this 11th day of September, 2025.

 10/20/25
(Seal) Notary Public/Expiration Date



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)			

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT
MILL AND RESURFACE ROADWAYS PROPOSAL

PROPOSAL FORM

Bobcat Trail CDD Asphalt Repairs					
Bid Form					
Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Mill 1-1/2" Asphalt	18,529	SY	\$5.50	\$101,909.50
2	Resurface 1-1/2" SP 9.5 Asphalt	18,529	SY	\$15.25	\$282,567.25
3*	Traffic Paint - Stop Bars	10	EA	\$135.00	\$1,350.00
4	Performance & Payment Bonds		EA		
5	Miscellaneous - Cleanup		EA		
	Total			\$385,826.75	

*CONTRACTOR TO RESTORE STRIPING TO EXISTING CONDITIONS AND PROVIDE NEW STOP BARS AT ALL STOP SIGNS TO MEET CURRENT FDOT STANDARDS AND SPECIFICATIONS.

QUANTITIES ARE APPROXIMATE AND SHOULD BE INDEPENDENTLY VERIFIED BY PROPOSERS.

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)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

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)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

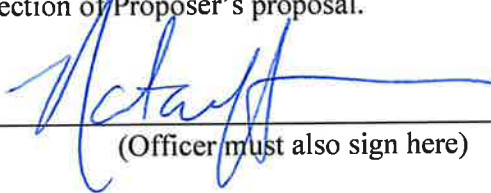
State of Florida

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.

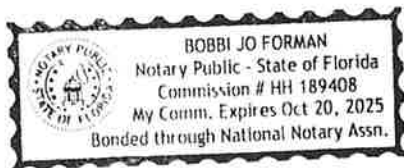

(Officer must also sign here)

CORPORATE SEAL



Sworn to before me this 11th day of September, 2025.

Bobbi Jo Forman 10/20/25
Notary Public/Expiration Date:



(SEAL)

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 Bobcat Trail 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.)

_____ 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.)

[Signature]
Date: 9/11/25

STATE OF Florida
COUNTY OF Sarasota

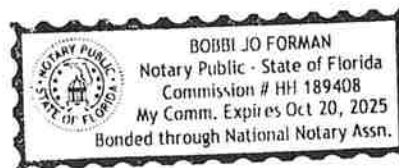
PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Natalie H. Woody who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this 11th day of September 2025.

[Signature: Bobbi Jo Forman]
NOTARY PUBLIC

My commission expires: 10/20/25





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



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



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@cityofnewportriches.org
(727) 359-9319
(727) 841-4543

City of Port Richey

Sal Licari, Operations Manager
6333 Ridge Rd.
Port Richey, FL 34668
s.licari@cityofportriches.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

FINANCIAL SUMMARIES

DECEMBER 31, 2024



Grant, Millman & Johnson, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
AND BUSINESS ADVISORS

39475 W. THIRTEEN MILE ROAD
SUITE 200
NOVI, MICHIGAN 48377

PHONE: 248-994-8500
FAX: 248-994-8505
www.grantmillman.com

Steven G. Boggs, CPA
Jeanne M. Jantzen, CPA
Paul A. Johnson, CPA
Rachelle L. Syron, CPA
David B. Tozer, CPA
Mark H. Wagner, CPA

Angela Bonacci, CPA
Josephine L. Bumgarner, CPA
Louis A. DiSarno, CPA
Thomas P. Dolan, CPA
Richard J. Elder, CPA
Joshua M. Farrugia, CPA
Brendan F. Godvin, CPA

David R. Guest, CPA
Lisa M. Kowalski, CPA, MST
Lawrence I. Millman, CPA
Susan E. Schmidt, CPA, CSRP, CSEP
Harry Siegel, CPA
Jacob R. Strecker, CPA, MBA
Barry M. Grant, CPA, of Counsel

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL SUMMARIES

To the Members and Directors
Ajax Paving Industries of Florida, LLC
North Venice, Florida

Opinion

The accompanying financial summaries, which comprise the balance sheet accounts as of December 31, 2024, 2023 and 2022, and the statement of income and equity accounts for the years then ended, are derived from the audited financial statements of Ajax Paving Industries of Florida, LLC as of and for the years ended December 31, 2024, 2023 and 2022. We expressed an unmodified audit opinion on those audited financial statements in our reports dated April 1, 2025, April 12, 2024, and April 7, 2023, respectively.

In our opinion, the financial summaries of Ajax Paving Industries of Florida, LLC as of and for the years ended December 31, 2024, 2023 and 2022 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the basis described in accordance with accounting principles generally accepted in the United States of America.

The financial summaries do not contain all the disclosures required by accounting principles generally accepted in the United States of America. Reading the financial summaries, therefore, is not a substitute for reading the audited financial statements of Ajax Paving Industries of Florida, LLC.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ajax Paving Industries of Florida, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Summaries

Management is responsible for the preparation and fair presentation of these financial summaries in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial summaries that are free from material misstatement, whether due to fraud or error.

In preparing the financial summaries management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ajax Paving Industries of Florida, LLC's ability to continue as a going concern within one year after the date that the financial summaries are available to be issued.



Grant, Millman & Johnson, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
AND BUSINESS ADVISORS

Auditor's Responsibilities for the Audit of the Financial Summaries

Our objectives are to obtain reasonable assurance about whether the financial summaries as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial summaries.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial summaries, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial summaries.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ajax Paving Industries of Florida, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial summaries.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Ajax Paving Industries of Florida, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

GRANT, MILLMAN & JOHNSON, P.C.

Grant, Millman & Johnson, P.C.

April 1, 2025

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

FINANCIAL SUMMARIES BALANCE SHEET ACCOUNTS

	<u>December 31, 2024</u>	<u>December 31, 2023</u>	<u>December 31, 2022</u>
Cash and Equivalents	\$ 47,614,287	\$ 42,137,077	\$ 20,181,272
Investments	47,431,145	10,304,900	-
Other Current Assets	97,529,177	90,386,297	72,614,653
Property and Equipment	90,902,536	81,255,490	70,217,088
Other Assets	12,479,304	4,502,067	7,399,653
Total Assets	295,956,449	228,585,831	170,412,666
Current Liabilities	95,264,951	79,154,435	49,300,564
Net Working Capital	97,309,658	63,673,839	43,495,361
Long-Term Liabilities	9,073,092	2,683,755	4,968,259
Members' Equity	191,618,406	146,747,641	116,143,843

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

FINANCIAL SUMMARIES STATEMENT OF INCOME AND EQUITY ACCOUNTS

	For the Year Ended December 31, 2024	For the Year Ended December 31, 2023	For the Year Ended December 31, 2022
Revenue	\$ 480,473,015	\$ 413,181,387	\$ 327,603,729
Gross Profit	79,252,910	63,489,966	40,157,730
Operating Income	58,533,219	47,714,377	27,248,602
Other Income	2,792,959	782,863	5,242,968
Net Income	61,326,178	48,497,240	32,491,570
Distributions	16,455,413	17,893,442	2,732,381
Membership Interest Redemptions	-	-	10,545,655



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

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



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.



**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.

Print or type. See Specific Instructions on page 3.	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) _____ (Applies to accounts maintained outside the United States.)
	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	Requester's name and address (optional)
6 City, state, and ZIP code North Venice, FL 34275		
7 List account number(s) here (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.

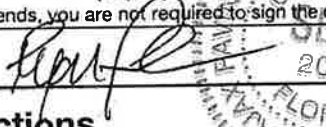
Social security number								
			-				-	
or								
Employer identification number								
2	6	-	1	8	7	1	9	6

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,

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.

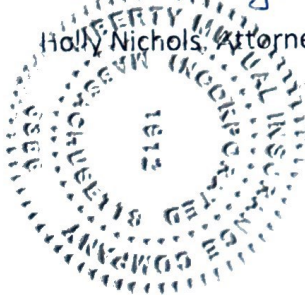
Upon the request of Ajax Paving Industries of Florida LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance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

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

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 E-MAIL ADDRESS: anava@ghbh.com FAX (A/C, No): (248)519-1401																					
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Contractors Insurance Co</td><td>A 12300</td></tr><tr><td>INSURER B:</td><td>ACIG Insurance Company</td><td>A 19984</td></tr><tr><td>INSURER C:</td><td>Continental Insurance Company</td><td>A 35289</td></tr><tr><td>INSURER D:</td><td>Travelers Excess+Surplus Lines Co.A++X</td><td>29696</td></tr><tr><td>INSURER E:</td><td>Indian Harbor Insurance Company A+ XV</td><td>36940</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	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:		
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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
A	☒ 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 ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		CUE7039655619	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000
	DED ☐ RETENTION \$ ☐						AGGREGATE \$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N/A		WCA000030725	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

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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:

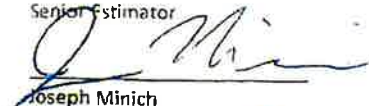

Michael A. Horan
Chief Executive Officer/Manager

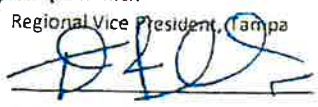

Vince Hafeli
President

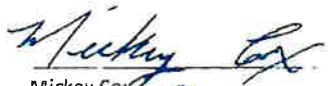

Scott Pittman
Executive Vice President - Marketing
and Government Affairs

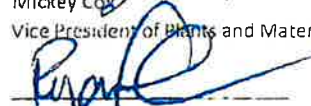

Andre DeCraene
Executive Vice President - Operations


Dave Reid
Senior Estimator


Joseph Minich
Regional Vice President, Tampa

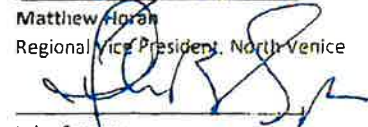

Felipe Jaramillo
Engineer Director


Mickey Cox
Vice President of Plants and Materials

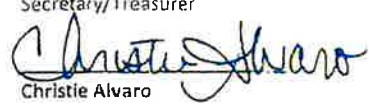

Ryan Palmer
Chief Financial Officer

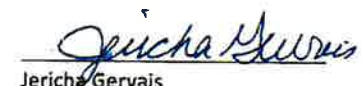

Matt Desotell
Regional Vice President, Ft. Myers

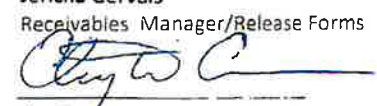

Matthew Horan
Regional Vice President, North Venice

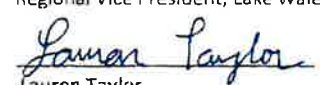

John Savage
Director of Quality Control


Natalie Woody
Secretary/Treasurer


Christie Alvaro
Director of Estimating

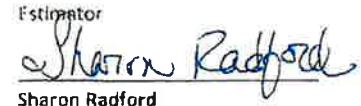

Jericha Gervais
Receivables Manager/Release Forms


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 OutClick 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

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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:

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

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

BUSINESS CLASS: MANUFACTURING

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.



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

Tab 4

Bobcat Trail Landscape Committee Meeting Minutes

Tuesday August 19, 2025

Bobcat Trail Community Center

1352 Bobcat Trail Boulevard

North Port Florida 34288

1. Call to Order

The meeting was called to order at 12:20 PM.

2. Roll Call/Statement of Quorum

Present at the meeting representing the Bobcat Trail Landscape Committee (BCTLC) were Jeff Brall, Val Duemmel, and Bill Hadovski. Jeff Tamayo was present representing Artis Tree.

3. Approval/Adoption of Agenda

The August 19, 2025, Bobcat Trail Landscape Committee Meeting Agenda was approved as issued. (See Attachment 1)

4. Public Comment on Agenda Items

There was no public comment on the agenda.

5. Meeting Minute Approval

The meeting minutes for July 15, 2025, BCTLC meeting were approved as issued.

6. Old Business

A. Boulevard/Community Center/Parking Lot/Back Gate

(1) See (Attachment 4) for additional discussion related to these areas.

(2) Artis Tree has not received an advanced copy of (Attachment 4) but does not believe there are any significant issues that cannot be properly addressed.

(3) It was agreed that the irrigation issues needed to be resolved before it is practical to move ahead with the Sod Enhancement Project, Artis Tree to provide an estimate.

(4) Artis Tree was requested to provide an estimate for planting Ginger Plants around the stumps near the Community Center Drive, to better stake up the Shady Lady on BCT and Pheonix Palm and to remove the Magnolia Tree at the entrance to the Community Center.

B. Review of the Contract Matrix,

(1) (Refer to Attachment 3) Artis Trees' work is in line with the August matrix requirements.

C. Bobcat Trail Aquatic and Landscape Inspection Report for July 2025, by Rizzetta & Company John Fowler Landscape

Specialist (Landscape Sections only). (Refer to Attachment 2)

- (1) As a general comment Artis Tree has a copy of the Fowler report and will address appropriate issues during the normal cycle of their trim crew and insecticide team.
- (2) Item 4 from list, we need to get a quote from Artis Tree to remove Magnolia, (Bobcat Village Center Drive.)
- (3) Item 12 from List is caused by poor irrigation. The irrigation is provided by both FWC and CDD. Irrigation issues need to get resolved to bring this turf back.
- (4) Number 10, Plumeria in question was planted by the resident of the adjoining property and is not a CDD/Artis Tree responsibility.
- (5) Item 14, To straighten and properly stake this tree Artis Tree will require equipment to pull tree upright. Artis Tree is preparing a quote.
- (6) Item 19, dead plants will be removed, after removal it will be decided if plants need to be replaced.
- (7) Item 20, New sod by pool house is still a problem, seems to be getting enough water but still struggling,

possibly it was subjected to much sun/heat before the first irrigation cycle.

(8) Item 21 led to general discussion of cutting back all the decorative grasses located around the Community Center and the Bob Cat Community.

(9) Item 22, Trim weeds back from Woodhaven Fence. Artis Tree noted they clear the weeds off the fence, but it is not part of their contract services to clear five feet behind the fence.

D. Street Monuments

(1) It was reported that all the street monuments were looking good.

(2) Current effort is to work the backside of the monuments and obtain some uniformity on the monument backside plantings.

(3) There are a mixture of plants located behind the monuments, some planted by the residents.

E. Under The Trees/ Woodhaven-Toledo Blade/Commercial Side

(1) See (Attachment 5) for additional discussion related to these areas.

(2) The Area Under the Tree did not seem to be evenly cut some areas were at different lengths. Trimming around the pond was needed. It was explained by Artis Tree that they had been cutting it two times a month per the contract and possibly the heavy rains were causing extra growth, Artis Tree noted it was not a contract requirement to trim in this area.

(3) The palm trees in the Area Under the Trees will not be trimmed until we are out of the rainy season and the ground becomes dry enough to support heavy equipment.

(4) At the time of the BCTLTC meeting the Community Center Palm Trees had been trimmed.

F. Due to funding restraints, it was decided to put the Oak Tree Trimming Project temporarily on hold.

G. Reported that mulch would be put down in November.

7. Public comment

A. There was no public comment.

8. Adjournment

A. Meeting was adjourned at 1:50

ATTACHMENTS

1. Approved Agenda for August 19, 2025, Bobcat Trail Landscape Committee Meeting.
2. Bobcat Trail Aquatic and Landscape Inspection Report July 25, 2025 Rizzetta & Company (Landscape Section Only).
3. Bobcat Trail CDD Artis Tree Landscape Contract Matrix (August Highlight).
4. BCTLTC Notes for August Meeting 8/19/25 (by Chairperson Laura Fuller.)
5. Commercial Side/Woodhaven/Toledo Blade/Under the Trees Report. (by Bill Hadovski)

Bobcat Trail Landscape Committee
8/19/2025 BCT Community Center 12 PM
Agenda (revise as needed at meeting)
Call to Order
Roll Call/Statement of Quorum
Approval/Adoption of Agenda Items
Public Comment on Agenda Items
Reading/Approval of 7/15/2025 Meeting Minutes

Old Business

1A. Boulevard/Community Center/Parking Lot/Back Gate (Laura)

- Artistrees Matrix Report
- John Fowler Report
- Problem Sod Areas/Chinch Bugs

1B. Street Monuments (Valarie)

- Discussion of Current Landscape Status of Street Monuments
- Behind Street Monuments Where Cat Palms Are Planted

1C. Commercial/Woodhaven/Toledo Blade/ Under The Trees (Bill H).

- Discussion of Current Landscape Status of Above Areas

1D. Miscellaneous Items (Jeff)

- Irrigation
- Palm & Oak Trimming
- Mulch

2. 3 Shovel Ready Projects (Part of 5 Year Plan)

- Mulch/Sod Enhancement - areas identified
- C/C Road Entrance Redesign

3. Budget

4. Review 5 Year Plan
5. Public Comment
6. Adjournment

5 YEAR PLAN

1. Remediate Water Overflow/Washout of Pool Area/Trim Shrubs Lower/Add Sod Where Needed
2. Area "F"/Redesign Layout of Space/Add Shady Lady Trees
3. Community Center Road Entrance Side Redesign (moved to "Shovel Ready" Projects")
4. Mulch/Sod Enhancement Project ("moved to "shovel Ready" Projects)
5. Improve Front Entrance/Exit Monuments Esthetically
Possible Color Scheme change of Monument/Trim Shrubs Lower/Flower Bed
6. Improve Street Monuments Esthetically
Possible Color Scheme Change/Trim Shrubs Lower/Reconfigure Shrubs/Plants
7. Complete Phase 5 (Commercial Side)
8. Add Benches Along BCT

Landscape Summary, Bobcat Village Center Dr.

General Updates, Recent & Upcoming Maintenance Events

- ☐ Palm fronds should be pruned soon before hurricane season starts.
- ☐ Fertilizer Nitrogen ban started June 1.
- ☐ Rainy season has begun, and turf is looking much better.

The following are action items for LMP to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined** is info or a question for the BOS. **Orange** is items for Staff to address.

1. Treat joint crack weeds between the asphalt and the concrete curb on the Southend of Bobcat Village Center Dr. (Pic. 1)



6. Clear the weeds around the outflow culvert behind the hospital. (Pic. 6)



2. Treat weeds in the beds and tree rings in the medians on Bobcat Village Center Dr.
3. Treat broadleaf turf weeds between the sidewalk and the road as well as the medians on Bobcat Village Center Dr.
4. Diagnose and treat a declining Magnolia on Bobcat Village Center Dr. in the median bed just North of Bobcat Trail W.
5. Cut back vegetation overhanging the sidewalk of Bobcat Village Center Dr. North of Bobcat Trail W. to La Petit daycare.
7. Remove vines growing on top of Arboricola in the median bed across the street from La Petit day care.
8. Treat broadleaf turf weeds behind the monuments on Bobcat Trail W. and Toledo Blade intersection.
9. Treat broadleaf turf weeds on the exit ROW of Bobcat Trail E. at the Toledo Blade intersection now that turf has filled in.
10. Noting new annuals have been installed and are starting to establish. The exit side looks better now with rains and irrigation resolved.



Bobcat Trail

11. I feel the palms should be pruned soon before a possible hurricane lands. (Pic. 11)



12. Turf has filled in some on Solitary Palm Ct. but still large area that is bare. (Pic. 12)



13. Large weed growing up within the Awabuki on the exit side of Phoenix Palm Terr. and Bobcat Trail intersection.

14. There is a stake not connected to the Shady Lady tree on the exit corner of Phoenix Palm Terr. and Bobcat Trail intersection. Straighten the slightly leaning tree before securing.

15. Remove any sucker growth off trunks of the Shady Lady trees on Bobcat Trail ROW along the aluminum fence South of clubhouse.

16. Treat broadleaf turf weeds on corner of Royal Palm Dr. and Bobcat Trail intersection.

17. Remove cardboard palms growing up in the Arboricola in front of the Royal Palms Drive monument. (Pic. 17)



18. Treat weeds growing up in the Viburnum shrubs on the West ROW of Bobcat Trail South of the clubhouse to Woodhaven.

19. A couple of the Copperleaf have started to flush out new growth on the ROW to the club house. One or two may still need to be replaced as they appear dead.

20. Recently installed sod at the community pool did not establish and needs replaced.

21. Need to remove grassy weed that is growing up in the Arboricola in the bed shared with the community pool parking lot.



Bobcat Trail

22. Need to clear 5 feet behind chain-linked fence as well as vines on the fence on CDD portion of Woodhaven Dr.

23. Treat the weeds just East of the Bobcat Trail and Woodhaven Dr. intersection. (Pic. 23)



ATTACHMENT 3

BCTLC YEARLY CONTRACT SCHEDULE GRID

TASK	January	February	March	April	May	June	July	August	Septemt	October	Novemb	Decemb	TOTAL
Mow Line Trim Blow	2	2	4	4	4	4	4	4	4	4	4	2	42
Hard Edge	2	2	4	4	4	4	4	4	4	4	4	2	42
Trash Pickup	2	2	4	4	4	4	4	4	4	4	4	2	42
Bed Edge	1	1	2	2	2	2	2	2	2	2	2	1	21
Fertilize Shrubs			1		1					1			3
Fertilize Palms			1		1					1			3
Fertilize Turf		1		1			1			1		1	5
Fertilize Trees			1		1					1			3
Insecticide Turf	1		1		1		1		1		1		6
Fire Ant Control	1	1	1	1	1	1	1	1	1	1	1	1	12
Insecticide Shrubs	1	1	1	1	1	1	1	1	1	1	1	1	12
Weed Control Beds	1	1	2	2	2	2	2	2	2	2	2	2	22
Pre-Emergent Beds		1				1							2
Prune Shrubs	1	1	1	1	1	1	1	1	1	1	1	1	12
Trim Palms 15' or <	1		1	1	1	1	1	1	1	1	1		10
Trim Palms >15'					1								1
Trim Oaks 17' Max	1		1	1	1	1	1	1	1	1	1	1	10
Soil Sample		1							1				2
Mulch Maintain 3" Depth										1			1
Weed Control Roads	1	1	1	2	2	2	2	2	2	2	2	1	20
Mow Woodhaven Sowik-Road	1	1	1	1	2	2	2	2	2	2	2	1	18
Mow "Under Trees"	1	1	1	1	2	2	2	2	2	2	2	2	18
Commercial Lake Tower & Hospital			1	1	1	1	1	1	1	1	1	1	10
Weed Control Turf		1									1		2
Irrigation/ Distribution Components Install	1	1	1	1	1	1	1	1	1	1	1	1	12
Annuals 250 4"			1			1					1		3

BCTLTC Notes For August Meeting 8/19/25

- Some Brazilian Pepper Trees that are on golf course property are starting to creep into our CDD landscape area on the left side of the Exit Monument. Should we trim them back ourselves?
- Ride Around With Jeff T. for the Sod Enhancement Project -

Oddly enough, what seemed like a simple project turns out to be much more complicated than I imagined. The sod can certainly be installed but the proper irrigation is not in place to complete the project.

I have asked Jeff T. To provide the Committee with an estimate for the re-configuration of the irrigation system at the Street Monuments. Until that is done, there is no sense in adding sod.

For Jeff T.

BCT is looking great! There are just a few things that still needed to be tweaked.

- Currently, the Shady Lady tree at the monument on BCT & Phoenix Palm needs staking. There is only one stake supportive tree and it is leaning too much.
- The shrubs directly across the street from the corner with the monument (at Silver & BCT) that are adjacent to a home need to be cut back.
- 2 of the 3 yellow Hibiscus trees at the entrance to the C/C need to be stabilized, they still are leaning.
- The Jatropha at the Front Entrance that are under the Crepe Myrtle need to be lowered and keep them at about 4.5 - 5 feet.
- The Jatropha on the right side of the street monument at lower Palmetto & BCT (across from the fountain house) needs to be trimmed much, much smaller. It is still growing into the Hibiscus that is adjacent, which belong to the home owner.
- I would like to see the Jatropha in the entire community kept around 5 foot.

- I appreciate the crew allowing the Jatropha's at the backside of the "Community Information Signs" to be a little taller than the rest but the one (at the end of median Guard House bed) is getting a little too big.
- The Ligustrum (? , its supposed to be a Ligustrum)) in the median bed behind the Guard House needs shaping (the furthest one that looks different from the rest).
- The sod at the Pool House still needs to be replaced.
- There are weeds at Solitary Palm Circle that need treating.
- Please advise your crew to pull any dead plants that they see.

BCTLC MONTHLY MEETING 2025-08-19

(Inspection Made 8-16-25 in AM)

Under The Tree (UTT)

Grass needs to be cut, some sections more than others. Everything needs to be cut but some areas missed the last cycle. It looks like it is still not clear to the mowers what they cut. Grass near the pond and around the trees has not been trimmed. Still a pile of debris (branches etc.) piled next to the pump house, (I have pictures). Small dead tree on the ground, needs to be cleaned up. Palms were not timed.

Community Center (CC)

Palm Trees have not been trimmed, wash out in area between Golf Course Club House and Pool/Pool Deck occurred again with last rainstorm, dirt and mulch washed on to pool deck.

Rear Gate Woodhaven

(Woodhaven SE) Fence about 100yd SE of rear gate, bottom of fence is pulled up torn/unraveled. Looks like a mower might have snagged it during mowing. (I have pictures). Far end near bridge, vertical clearance needs to be raised up. Also far end near bridge, brush on, and pushing through fence.

(Woodhaven NE) Brush on and pushing through fence.

(Woodhaven North) Looks like the last grass cutting cycle was missed. Also grass between Woodhaven and drainage ditch has not been cut in a couple of cycles.

Behind Hospital

The area around the Helio Pad and immediately behind the Hospital looks okay, the area behind the drainage ditch behind the Hospital has not been cut in many cycles.

Commercial Area

Area looks good, some suckers on some Bottle Brush Trees and in several areas the weeds have survived the last weeding treatment.