



Rizzetta & Company

Bobcat Trail Community Development District

Board of Supervisors' Meeting November 4, 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

October 28, 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, November 04, 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 October 07, 2025 Tab 1
- 6. OLD BUSINESS**

None.
- 6. NEW BUSINESS**
 - A. Review and Consideration of Project Management Proposals..... Tab 2
 - B. Discussion Regarding CDD Well #5
 - C. Resident Concerns
- 8. CONSENT ITEMS**
- 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, October 07, 2025, at 3:00 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.
David Jackson	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
John Fowler	Landscape/Aquatics Inspection Svcs.
Audience	Present

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Ms. Blandon called the meeting to order and read roll call.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Board, Staff, and Audience recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS **Approval of Agenda**

Ms. Blandon presented the agenda with additions. Agenda items that were added include; Discussion and Review of Citywide Contract for Cleaning Services, Discussion Regarding Pump House Electric Bill, and Discussion Regarding Irrigation and Pond Maintenance. Ms. Blandon asked the Board if there were any other items to be added. The Board added Discussion Regarding Pool Inspection to the agenda.

On a Motion by Mr. Brall, seconded by Mr. SanAntonio, with all in favor, the Board Approved the Amended Agenda for the October 07, 2025 Board of Supervisors Meeting, for the Bobcat Trail Community Development District.

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 September 02, 2025

Ms. Blandon presented the Minutes of the Board of Supervisors' Meeting held on September 02, 2025 and asked if there were any changes or comments. 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 September 02, 2025, for the Bobcat Trail Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of the Operations and Maintenance Expenditures for the Month of August 2025

Ms. Blandon advised that Operations and Maintenance Expenditures for the period of August 1-31, 2025, totaled \$69,935.58 and asked if there were any questions, comments, and/or changes. There were none.

On a Motion by Mr. Fisher, seconded by Mr. Branch, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of August 2025, totaling \$69,935.58, for the Bobcat Trail Community Development District.

SEVENTH ORDER OF BUSINESS

Review and Consideration of Paving Project Bids

The Board began by presenting an overview of the two bid proposals for the Villas, Phoenix Palm, and Solitary Palm paving project. The two vendors who qualified and bid on the project were Ajax Paving at \$385,000 and Superior Asphalt at \$305,000. The Board stated that the amount will go down due to less square yards. The original bid included Fishtail, Canary, and Lady Palm at 18,000 square yards which are not a part of this phase. The corrected amount for Ajax Paving totals \$331,000 and \$262,000 for Superior Asphalt for 15,000 square yards. The Board looked at recent paving projects by Ajax Paving and Superior Asphalt at Grey Hawk Landing. David Jackson mentioned the changed pricing for the bids has a minor impact to the score.

Ms. Blandon then presented the bid ranking totals. Superior Asphalt scored 413 points and Ajax Paving scored 390.22. Superior Asphalt ranked first and Ajax Paving ranked second.

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96
97
98 On a Motion by Mr. Brall, seconded by Mr. Fisher, with all in favor, the Board awarded the
99 bid to Superior Asphalt authorizing District Counsel to prepare an agreement and to
100 negotiate, for the Bobcat Trail Community Development District.

101
102 **EIGHTH ORDER OF BUSINESS**

Resident Concerns

103
104 Ms. Blandon asked if there were any Resident Concerns. The Board mentioned
105 that Britney, the District Manager for the Bobcat Trail HOA, had mentioned a concern
106 from a resident about Woodhaven Road's sidewalk and overgrowth on the Golf Course.
107 The Board contacted code enforcement, who opened a case and gave the Golf Course
108 30 days to treat the overgrowth.
109

110 **NINTH ORDER OF BUSINESS**

**Discussion and Review of the
Citywide Contract for Cleaning
Services**

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112
113
114 Supervisor SanAntonio reported that there have been issues with cleaning the
115 community center. Mr. SanAntonio stated that Citywide Cleaning has a high turnover rate
116 and would like to send a 30-day notice.
117

118 On a Motion by Mr. SanAntonio, seconded by Mr. Brall, with all in favor, the Board
119 Approved sending a 30-day notice of Termination to Citywide Cleaning, for the Bobcat
120 Trail Community Development District.

121
122 **TENTH ORDER OF BUSINESS**

**Discussion Regarding Pump House
Electric Bill**

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124
125 The Board discussed the Pump House Electric Bill that is currently being paid by
126 Fairway Commons. The Board had discussed if the CDD should take over the payments,
127 then assess the Golf Course for the amount so that the cost could be recovered. The
128 Board discussed taking over the electric bill with District Counsel, David Jackson, who
129 had advised paying the electric bill was not in the best interest of the Board. Mr. Jackson
130 informed the Board to begin by reviewing the cost share agreement with the association,
131 so it is clear how to move forward. He stated that while the District was fortunate enough
132 to collect through the assessment process previously, there is no guarantee going forward
133 and clarification is needed with the association as to who is going to outlay the money in
134 which he recommended a split and once reimbursed through an assessment, the Board
135 and District Counsel will readdress. The Board clarified this is for moving forward as
136 opposed to retroactive. The Board inquired if the District has been putting the electric for
137 the deep well into Mr. Smith's tax bill. If put into the tax bill then the District will recoup the
138 funds.
139
140

ELEVENTH ORDER OF BUSINESS

Discussion Regarding the Pool Inspection

Supervisor Branch reported that the Health Department came out to inspect the pool last week and issued 7 violations. Supervisor Branch then went over each violation and informed the Board that he is in the process of replacing and fixing the required areas of each violation.

TWELFTH ORDER OF BUSINESS

Acceptance of Committee Meeting Minutes for Landscape Advisory Committee Meeting Held on August 19, 2025

The Board accepted the Landscaping Advisory Committee Meeting Minutes of August 19, 2025.

On a Motion by Mr. Brall, seconded by Mr. Branch, with all in favor, the Board Accepted the Minutes for the Landscape Advisory Committee Meeting Held on August 19, 2025, for the Bobcat Trail Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. Field Manager

John Fowler presented his Landscape Inspection Report to the Board. Mr. Fowler has seen a major improvement regarding treating weeds and keeping vegetation desirable. He then went on to report about pond conditions. He informed the Board of a sink hole in the Villas along the edge that he recommended the engineer look at. The Board advised that a vendor is coming in on the week of the 27th. Mr. Fowler also mentioned a pond on the Golf Course that might have some erosion as well.

Mr. Fowler then reported on annuals needing to be replenished. He reported on a Palm Tree on Royal Palm Drive and a fertilizer ban that has been lifted October 1st. Mr. Fowler also mentioned a couple crotons in the medians on the main boulevard that have been struggling and suggests a different species of plant.

B. District Engineer

Supervisor Ball reported that there is a pending proposal from the engineering team regarding the paving project. Mr. Ball stated two more proposals are pending as well, one proposal for painting handicap spots and another proposal for removing a landscape area to convert into 2 more handicap spots at the amount of \$32,000.

C. District Counsel

David Jackson reported he is working on the rule making to increase the cost of the access stickers. He will work with Belinda and staff to publish the Public Hearing notice in order to be ready for the December meeting. Mr. Jackson reminded the Board of the required Ethics Training that must be completed this calendar year.

188 D. District Manager

189 Belinda Blandon reminded the Board of the next Board of Supervisors' Meeting on
190 Tuesday, November 4th @ 3:00 p.m. Ms. Blandon reported that the Insurance Renewal
191 has been completed. The total package for all policies was \$39,571, saving a total of
192 \$2,861 compared to the budgeted amount of \$42,432. Overall budget wise, the District is
193 \$265,847 under budget. Ms. Blandon referenced some of the variances but informed the
194 Board that the District is still in great financial position. Supervisor Fisher was informed
195 the insurance package is for next year, Ms. Blandon will send Supervisor Fisher a
196 breakdown.

197
198 **ORDER OF BUSINESS**

Other Reports

199
200 A. Infrastructure/Asset management Committee

201 Supervisor Ball reported on two washouts repaired. One washout is on Royal Plam
202 and the other on Palmetto Palm. Vendors will be onsite the week of the 27th. Supervisor
203 Ball reported that Supervisor Brall was able to get \$40,323.88 back from FEMA.

204
205 B. Landscape Committee

206 Supervisor Brall asked Ms. Blandon on how the money from FEMA is received.
207 Ms. Blandon informed Supervisor Brall that the State will receive the money who will then
208 send it to the District. Supervisor Brall reported on an estimate for taking down 2 dead
209 Pine Trees behind a house on Fishtail. The estimate is \$1,500 to top the Palm Trees.

210
211 C. Newsletter Supervisor

212 Supervisor Fisher reported the Newsletter will go out on October 18th.

213
214 D. Finance Supervisor

215 Supervisor Fisher reported that he will be putting together the expenses for 2025
216 and send out when finished. Ms. Blandon informed the Board she has received the final
217 budget and will send to the Board.

218
219 E. Lakes and Roads Supervisor

220 i. Solitude Waterway Inspection Report

221 Supervisor Ball reported that he has contacted Solitude who will clean up debris
222 in some of the ponds along with the banks as part of their service.

223
224 ii. Solitude Monitoring Reports

225 Supervisor Ball stated he will keep everyone updated on the Road projects going
226 on after the IA Meeting.

227
228 F. Maintenance Supervisor

229 Supervisor Branch reported that the parking lot lights have been fixed so that the
230 lights are not turning on early.

231
232 G. Facilities Supervisor

233 Supervisor SanAntonio reported on 2 gate strikes, one in the front and one in the
234 back. The tennis court light construction and resurfacing has been pushed back from

October 1st to October 15th. Supervisor SanAntonio informed the Board that the tennis courts will be closed for 1 month.

H. HOA Updates

Supervisor SanAntonio had nothing to report.

I. Commercial Properties

There was no report at this time.

ORDER OF BUSINESS

Public Comments

There were no public comments at this time.

ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests at this time.

ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Branch, seconded by Mr. Brall, with all in favor the Board adjourned the Meeting at 3:59p.m., for the Bobcat Trail Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

October 28, 2025

Ms. Belinda Blandon
District Manager
Bobcat Trail Community Development District
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912

Re: Bobcat Trail Community Development District (CDD) – Resurfacing Project Oversight
City of North Port, Sarasota County, Florida

Dear Ms. Blandon:

Barraco and Associates, Inc. (BAI) (Consultant) is pleased to furnish Bobcat Trail Community Development District (CDD) (Client) with the following proposal for professional services to oversee a resurfacing project for the Bobcat Trail Community, located in the City of North Port in Sarasota County, Florida. BAI proposes the following tasks:

Task I. Miscellaneous Construction Engineering Inspection (CEI) Services

- | | |
|--|------------|
| A. <u>Review of Material Submittals</u> : Perform a review of material submittals from the Contractor. <i>(Time & Materials with Estimate)</i> | \$750.00 |
| B. <u>Inspection of Milling and Resurfacing Operations</u> : Perform inspection of Contractor milling and resurfacing operations. <i>(Time & Materials with Estimate)</i> | \$4,500.00 |
| C. <u>Review Pay Applications</u> : Perform a review of Contractor Pay Application and provide recommendation for payments. <i>(Time & Materials with Estimate)</i> | \$1,500.00 |
| D. <u>Final Inspection</u> : Attend final inspection at completion of project for certification. <i>(Time & Materials with Estimate)</i> | \$2,000.00 |

Sub-total: \$8,750.00

Task II. Reimbursable Expenses

- | | |
|---|----------|
| A. <u>Reimbursable Expenses</u> : Expenses for presentation materials, reproduction services, overnight delivery, courier service, and other project-related charges will be billed at cost plus 10% (estimate provided). | \$100.00 |
|---|----------|

Sub-total: \$100.00

TOTAL CONTRACT: \$8,850.00

Items Not Included in Contract:

Any items not specifically listed in this contract, can be provided at the request of the client, and will be provided time and materials, in accordance with our current rate schedule, or at an agreed upon lump sum by Addendum to this Contract.

Additional Considerations

1. The professional fees outlined in this Proposal/Contract shall remain valid for a period of two weeks (14 days) from the date of the document. The professional fees may be honored for an extended period of time beyond the initial two-week period at the discretion of CONSULTANT.
2. CONSULTANT shall provide monthly invoices for services rendered and for reimbursable expenses incurred. Invoices will be based upon an estimate of the portion of each task actually completed at the time of billing. OWNER shall make prompt payments in response to monthly statements within 30 days of the date of each invoice. A 1½% interest rate per month may be charged after 30 days (18% annual rate).
3. The fees and rates used as the basis of compensation will remain in effect for one (1) year from the date of this contract. If OWNER, through no fault of CONSULTANT, delays the work so that engineering work is still being done one year from the date of this contract, subsequent billings may be subject to a 4% increase on all services remaining to be completed. All Out of Scope services and/or any services requested by the client shall be billed at hourly rates current at the time the service is provided.
4. OWNER agrees to carefully read all billing statements and promptly notify CONSULTANT, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If CONSULTANT is not notified by OWNER in writing, it is presumed that OWNER agrees with the correctness, accuracy, and fairness of the billing statement. If payment is not received within 30 days of receipt of invoice, CONSULTANT reserves the right to suspend any or all services without notice until full payment is made. OWNER agrees that CONSULTANT shall not be liable for its failure to perform any services or obligations set forth in this Proposal while services are suspended by reason of OWNER'S failure to timely remit payment in the manner identified above.
5. CONSULTANT will use the degree of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made in connection with this proposal or in the issuance of our oral or written reports.
6. The obligation to provide services under this contract may be terminated by either party upon seven days' written notice; OWNER shall pay all pending invoices at the time of termination, pursuant to this provision, in full within 14 calendar days of the date of formal notice of termination by either party hereto.
7. CONSULTANT has made no warranties or substantive representations to the Owner as to the successful conclusion of the permit application process, and all expressions made are matters of opinion only. CONSULTANT has made no representations to OWNER, and OWNER has not relied on any representations that are not contained in this agreement.
8. Nothing within this contract shall be construed to give any rights or benefits to anyone other than the OWNER and CONSULTANT.
9. The Standard of Care for all professional engineering and related services to be performed or furnished by CONSULTANT under this Agreement shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar conditions at the same time and in the same geographic area.
10. CONSULTANT and OWNER recognize that the construction project involves financial and/or other forms of risk. To the maximum extent permitted by law, it is expressly understood and agreed by the parties to this Agreement the amount of damages, of any kind and/or species whatsoever, whether direct, indirect, consequential and/or otherwise, for which CONSULTANT or Consultant's Officers, Directors or employee(s) be liable, shall be limited to the greater of \$10,000 or CONSULTANT'S fee. Pursuant to Florida Statutes 558.0035, an individual employee or agent may not be held individually liable for negligence.

11. OWNER may elect, without penalty, to delay or stop services on any task at any time. CONSULTANT shall be due payment for services provided (work in process) up to the date of a written notice to stop or delay services, provided by OWNER. In no event, and under no circumstances, shall CONSULTANT be liable for and/or liable for any cost, expense, damages, or compensation of any kind occasioned by any form of delay to the Project, whether such delay be critical, non-critical, and/or whether caused in whole and/or in part by the Consultant. OWNER shall not be entitled to recover from CONSULTANT any direct, indirect, consequential, impact, or other costs, expenses, and/or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of any form of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or unforeseeable, or avoidable or unavoidable.
12. Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be appropriate; such legal services are expressly excluded from this Agreement. OWNER shall retain an attorney as needed for the purpose of providing the OWNER with legal counsel and participation as the Owner and/or counsel may deem appropriate. OWNER will serve as project coordinator and shall assure the cooperation of Consultants contracting directly with him.
13. OWNER shall pay all project related fees.
14. All reports, plans, specifications, field data, notes, and other documents, including electronic media, prepared by CONSULTANT as instruments of service, shall remain the property of CONSULTANT.
15. It is expressly understood by and between the parties hereto, CONSULTANT has no right to and shall not supervise, direct, or have control over Contractor's work; nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractors for safety precautions and programs incident to the work of Contractors, or for any failure of Contractors furnishing and performing their work. CONSULTANT shall neither guarantee the performance of any construction contracts by Contractors nor assume responsibility for Contractors failure to furnish and perform their work in accordance with the plans and specifications.
16. In the event of any disputes arising out of or are in any way related to the services referenced in this agreement, including account collections for services rendered, Barraco and Associates, Inc. shall be entitled to recover reasonable attorney fees, expert witness fees, and/or such other costs incurred, whether taxable and/or otherwise, whether such fees and/or costs are incurred in the course of litigation, arbitration, mediation or other alternative dispute mechanism.
17. In the event of any dispute as referenced herein, it is expressly understood such dispute shall be resolved by litigation in the circuit court of the 20th Judicial Circuit In and For Lee County, Florida, wherein venue shall be exclusive.
18. In the event of any dispute, the parties expressly agree to participate in mediation in the format generally recognized by the Supreme Court of The State of Florida, relative to which mediation the parties agree to exercise due diligence and good faith in the selection of a mediator and selection of a mutually agreeable time and place for the said mediation.
19. The parties to this Agreement expressly agree the terms and provisions contained herein represent the entirety of their agreement for the performance of services by CONSULTANT and the payment therefore by OWNER; any prior agreement and/or understanding not included herein shall be of no effect and null and void.
20. As regards so-called "information provided by others, OWNER shall be solely responsible for providing, at OWNER's expense, all information, requirements, reports, data, and/or instructions not otherwise expressly identified herein which are reasonably required for the performance of the services herein. CONSULTANT shall be entitled to use such information, requirements, reports,

data, and/or instructions in performing the services referenced herein and is entitled to reasonably rely upon the accuracy and completeness thereof.

21. OWNER shall retain the services of a Professional Geotechnical Engineer registered in the State of Florida to observe all fill operation in all areas receiving structural fill for the purpose of certifying that areas receiving structural fill are adequate for the intended use.
22. New Construction: It is recognized that OWNER faces certain obligation under the ADA that could affect the design of the Project. It is further recognized that the ADA is civil right legislation that is not part of or necessarily compatible with state, or local law codes and regulations governing construction. Consequently, CONSULTANT will be unable to make recommendations or professional determinations that will ensure compliance with the ADA or ensure that the design will conform to the ADA standard of “reasonable accommodation.” CONSULTANT strongly advises that OWNER obtain appropriate legal, financial or ADA specialist counsel with respect to compliance with the ADA. CONSULTANT will endeavor to design for accessibility by persons with disabilities in conformance with applicable provisions and references in applicable state or local building codes. CONSULTANT further agrees to include in the design such provisions for persons with disabilities as the OWNER may request in response to the ADA, provided such request are timely made, technically achievable and in conformance with all other pertinent codes and regulations. OWNER will determine the full extent of its obligations under the ADA. OWNER shall communicate design requests regarding compliance with the ADA to CONSULTANT in writing and in a timely manner to allow for incorporation into the construction documents.
23. Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:
BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

CONSULTANT:
BARRACO AND ASSOCIATES, INC.

Belinda Blandon
District Manager

Douglas Tarn
*Construction Engineering Manager/
Project Manager*

October 10th, 2025

Bobcat Trail CDD
Belinda Blandon
Rizzetta & Company, INC.

**RE: Proposal – Engineering Services
 Roadway Mill & Resurface Project Management**

Project Description

The Bobcat Trail CDD is entering into a contract for the mill and resurfacing of roadways in the community. The CDD has requested a proposal from BDi for the estimated project management fees associated with managing the project.

SCOPE OF SERVICES

TASK 1 – Pre-Construction Meeting

Under this task of the project Brletic Dvorak, Inc. will:

- Attend one (1) Pre-Construction Meeting with the Contractor, District Staff and other relevant stakeholders.
- Review and discuss the project scope, schedule, phasing, and anticipated construction duration.
- Discuss the Contractor's proposed staging and mobilization for the project.
- Discuss site access, inspection coordination, and documentation procedures.
- Prepare meeting notes summarizing key discussion points, responsibilities, and action items.

TASK 2 – Site Inspections

Under this task of the project Brletic Dvorak, Inc. will:

- Perform four (4) on-site inspections of the roadway milling and resurfacing work to observe progress.
- Observe existing pavement conditions prior to milling.
- Observe milling and asphalt paving operations.
- Document field observations with photographs and written notes, identifying progress.
- Attend and document milestone inspections.

TASK 3 – Construction Administration Assistance

Under this task of the project Brletic Dvorak, Inc. will:

- Assist the District in reviewing Contractor RFIs (Requests for Information).
- Review Contractor pay applications for accuracy and completeness based on quantities and observed progress.

TASK 4 – Project Closeout

Under this task of the project Brletic Dvorak, Inc. will:

- Conduct one (1) substantial completion site inspection for the project.
- Prepare and transmit a final punch list of outstanding work items for Contractor to complete.
- Conduct one (1) final site inspection to verify resolution of punch list items.

Exclusions

- Construction plans or maintenance scope of work related to noncompliance items found
- Coordination or scheduling of construction work
- Geotechnical Services
- Attendance of any Site Visits other than stated above
- Applying for or securing permits other than stated above
- Services provided in conjunction with easements, waivers, variances or denials, O&E reports
- Establishing field locations of tree barricades, limits of clearing, limits of construction and locations of erosion control devices or the installation of these items
- Inspecting, monitoring, or accepting the contractor's daily traffic control plan or activities including placement of warning signs and barricades, temporary striping, use of flagmen or other items related to the safety of the traveling public
- Construction Stakeout
- As-built survey to be performed by licensed surveyor (to be provided by contractor)
- Permit Fees
- Any services not specifically listed in the scope (i.e. geotechnical, architectural, etc.)
- This proposal assumes work will be completed in one phase
- Additional or revised fees not addressed in the scope (i.e. additional fees for permits addressed in the scope and or new fees associated with additional permits or review fees)
- Reproduction of materials for distribution
- Additional site visits requested by the board and/or contractor will be charged for hourly at contract rate.

COMPENSATION

Compensation for these services is shown below (typical direct expenses included).

TASKS	SERVICES FEE
TASK 1 – Pre-Construction Meeting	\$1,980.00
TASK 2 – Site Inspections	\$7,200.00
TASK 3 – Construction Administration Assistance	\$2,700.00
Task 4 – Project Closeout	\$1,500.00
Grand Total	\$13,380.00

Again, thank you for this opportunity.

Sincerely,



Stephen Brletic, P.E.
Project Manager
BDi Engineering