



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, March 9, 2026
6:00 PM**

Please join the GoToMeeting
from your computer, tablet or smartphone:

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Charles E. Proctor

Roll Call — City Clerk Ricardo Quiñones

Invocation —

Pledge of Allegiance —

CITIZEN COMMENTS

1. CONSENT ITEMS

- 1.1 City Council Meeting Minutes - February 23, 2026
 1. 02.23.2026 CCM Minutes
- 1.2 RCM Utilities Task Orders for Five (5) Lift Station Rehabilitations [41-25-13]
 1. RCM_PROPOSAL_LS34_v1
 2. RCM_PROPOSAL_LS45_V1
 3. RCM_PROPOSAL_LS48_V1
 4. RCM_PROPOSAL_LS56_V1
 5. RCM_PROPOSAL_LS57_V1

- 1.3 Bayer United Task Order - "C" Avenue Box Culvert Replacement - Design [41-25-18]
 1. Bayer Task Order_AvenueC_Summary
 2. Detailed_StaffHours
- 1.4 Amendment 3 to DEO Grant Agreement HL258 (24-24-03), Zephyr Park Improvements
 1. Agreement_HL258-A3_City_of_Zephyrhills
- 1.5 Amendment 3 to DEP Grant Agreement LPQ0029 (24-22-01), South 301 Wastewater Redevelopment
 1. LPQ0029 Amendment 3

2. PUBLIC HEARING

- 2.1 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment
RESOLUTION No. 866-26 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers ResolutionNo. 866-26
 1. RESOLUTION 866-26 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment (38984087v1)
 2. RESOLUTION 866-26 - Exhibit A - Wire Ranch Hotels Conditional Use Approval 2026

3. BUSINESS ITEMS

- 3.1 Increase in Historic Preservation Grant from \$5K to \$7.5K
 1. Historic District Grant Increase
 2. Draft 2026 Facade Grant and COA Application
- 3.2 Kimley Horn Work Order Approval for KH26-176 Go Pasco Zephyrhills Bus Stops Phase 2. Work order amount \$47,820.
 1. Work Order 26 -176 Go Pasco Bus Stops - Phase 2

4. UTILITIES DIRECTOR'S REPORT

- 4.1 Change Order Request for (41-25-27) HST for Additional Work for the Meter Replacement Project
 1. 41-25-27 HST Utility_Executed
 2. Updated Meter Pricing HST Utility Zephyrhills Fl

5. CITY MANAGER'S REPORT

- 5.1 Industrial Corridor Video
- 5.2 Founders Day Parade scheduled for March 28th, 2026 from 11am-6pm will require approval to make downtown 5th ave a designated wetzone. The guest will be able to purchase the alcohol from the bars downtown.

1. Event Application
2. Founders Day 2026 Vender Map (4)

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

- 6.1 RCM Task Order - 8" Forcemain Repipe [41-25-13]
 1. RCM2026-03-02 - 8in Forcemain Repipe
- 6.2 RCM Task Order - Lift Station 37 Vent Core [41-25-13]
 1. RCM2026-03-03 - Lift Station 37 Vent Core

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

City Council Meeting
March 9, 2026

Action Item

CONSENT ITEMS 1.1

City Council Meeting Minutes - February 23, 2026

Issue:

A regular City Council Meeting was held on February 23, 2026

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. 02.23.2026 CCM Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

Page 1 of 3

A Regular City Council Meeting was held on February 23, 2026 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Charles E. Proctor called the meeting to order at 6:04 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson and Mayor Melonie Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Steven Spina was not present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Planning

Director Todd Vande Berg, Principal Planner Rodney Corriveau, Historic Preservation Specialist/Community Planner Will McCaw, Airport Manager Nathan Coleman, Building Official Calvin Switzer, Utilities Director John Bostic III, Finance Director Ted Beason, Public Information Officer Kevin Weiss, Environmental Stormwater Coordinator Amy Knoecheman, Executive Assistant Denise Finch, Sanitation Foreman Dequane Anderson, Sanitation Driver Timothy Mericle, Sanitation Driver Taywon Harrold, Sanitation Driver George Morris, Sanitation Driver Malik Mutcherson, Sanitation Worker I Myles Carter, Sanitation Driver Damere Davis and City Clerk Ricardo Quiñones.

The Invocation was led by Rodney Corriveau, Principal Planner
The Pledge of Allegiance followed.

CITIZEN COMMENTS

- **Penny Wickstrom**, 39146 Otis Allen Road, addressed the Council regarding the lift station odor issues at Water's Edge and inquired about the status of installing a scrubber system. City Manager Poe reported that the City has reached out to its insurance carrier and is awaiting an adjuster's site visit. Pricing has been obtained for both rental and permanent odor control units, and staff is evaluating cost effectiveness and ongoing maintenance requirements. Lead times range from approximately four to ten weeks depending on the unit selected. Additional discussion occurred regarding active odor control, possible internal piping modifications within the manhole to reduce turbulence and off-gassing, and the status of backflow valves installed to prevent gas intrusion into homes.
- **Jerry Richards**, 3818 Buttercup Drive, expressed concern that the odor issue has persisted for several months and urged the City to conduct an independent assessment to determine root cause and implement a permanent solution. Staff clarified that an independent certified engineer had reviewed the design and inspected the site and provided recommendations. Council discussed expediting interim mitigation efforts, including rental odor control equipment, while awaiting a permanent solution.
- **David G.**, 5914 9th Street, addressed the Council regarding privacy concerns related to Flock cameras and referenced other jurisdictions that have discontinued use due to privacy considerations.

MAYOR

1 Commemoration of Bobby Black

Public Works Director Shane LeBlanc presented a tribute honoring longtime Sanitation Superintendent Bobby Black, who passed away on January 14, 2026. Director LeBlanc highlighted Mr. Black's 32 years of service, dedication to customer service, and leadership within the sanitation team. He shared remarks regarding Mr. Black's pride in his work and involvement in community

REGULAR CITY COUNCIL MEETING

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activities, including the Great American Teach-In. City Manager Poe shared that on the day of Mr. Black's death, sanitation team members chose to complete their collection routes in his honor instead of going home. To commemorate Mr. Black's service, the ingress and egress at the City Maintenance Facility was formally designated "Bobby Black Way." Mr. Black's daughter and granddaughter were present for the recognition.

1. CONSENT ITEMS

- 1.1 City Council Meeting Minutes - February 09, 2026
 - 1.2 Police - Purchase of Handheld Portable Radios
 - 1.3 **24-2026-01** CHIPZ Inc. Grant Money
 - 1.4 Utility Service Agreement **45-2026-02** for Gary Stambaugh (4915 Coral Street)
 - 1.5 Duke electrical service to Airport Box Hangars [**25-23-03**]
 - 1.6 **Amendment No. 1 - Kimley Horn Task Order 24-156**
Daughtery Road and Green Slope Drive Improvements to Include Pump Equipment Upgrade
- Kenneth Burgess motioned to Approve the six consent agenda items as presented. Seconded by Lance Smith. Motion passed unanimously.***

2. BUSINESS ITEMS

- 2.1 Appointments for Historic Preservation Board alternates.
Community Planner Will McCaw presented three applicants to the Historic Preservation Board: Martin Harm, Rick Hillman, and Nancy Sung Shelton. Mr. McCaw recommended Martin Harm for appointment as a regular board member and Rick Hillman and Nancy Sung Shelton as alternates.
Lance Smith motioned to Approve Historic Preservation Board appointments as presented. Seconded by Kenneth Burgess. Motion passed unanimously.

2.2 Discuss Conditional Use Amendmnet -Waronker Hotel Resolution 847-25

Planning Director Todd Vanderberg introduced discussion regarding Resolution 847-25, which previously required a full-service restaurant within a proposed hotel development. Attorney Lynn Johnson, representing the applicant, explained that current mid-level hotel brands no longer offer full-service restaurants and instead provide limited food service options. The request was to amend the condition to allow food service, including breakfast and pre-packaged or prepared meals available throughout the day, while retaining conference and banquet facility requirements. Council discussed market realities and the need for flexibility to attract quality hotel development supporting the tennis center and economic activity.

Lance Smith motioned to approve the amendment to the conditional use. Seconded by Jodi Wilkeson. Motion passed unanimously.

MAYOR ANNOUNCEMENTS

Mayor Monson shared personal remarks thanking Council and staff for their support and acknowledged community events, including Pigz in the Hills.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe provided updates on: Upcoming theater discussion meeting March 9, 2026 at 5:00PM. Professional headshots scheduled for March 9, 2026, prior to meetings. Property appraiser coordination regarding tax proposals. Abbott Square project completion status. Water's Edge lift station

REGULAR CITY COUNCIL MEETING

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odor mitigation efforts. Council discussion followed regarding performance bonds, maintenance bonds, and interim odor mitigation measures.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Maggard extended condolences and support to the Mayor and her family.

CITY COUNCIL COMMENTS

Kenneth Burgess - Shared condolences and support for the Mayor. Thanked Rodney C. for mentioning Alan Knight's son.

Jodi Wilkeson - echoed sentiments towards Mayor. Sent card to Karen and Alan Knight regarding the loss of their son Joey.

Lance Smith - echoed sentiments towards Mayor. Recommended Council check in on the Mayor in these coming weeks. Advised Staff that funds may need to be expended to resolve Water's Edge issue. Recognized Clyde Bracknell, the longest sitting Councilmember, in attendance. Thanked Shane Leblanc for Bobby Black tribute.

Charles Proctor - echoed sentiments towards Mayor.

3. NOTED ITEMS

- 3.1 December 2025 Quarterly Investment Report
- 3.2 Amendment No. 2 - Extension to FDOT Grant **25-23-03** for Two Box Hangers and Taxiway F aprons

ADJOURN 7:05 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

RCM Utilities Task Orders for Five (5) Lift Station Rehabilitations [41-25-13]

Issue:

The Rehabilitation of Five (5) Lift Station

Background:

This item is to continue with the rehabilitation of city lift stations so we can extend the useful life of each.

Attachment(s):

1. RCM_PROPOSAL_LS34_v1
2. RCM_PROPOSAL_LS45_V1
3. RCM_PROPOSAL_LS48_V1
4. RCM_PROPOSAL_LS56_V1
5. RCM_PROPOSAL_LS57_V1

Fiscal Impact:

This item has been planned in the FY26 budget. The total cost is \$519,127.00.

Staff Recommendation:

It is staff's recommendation to the City Council to approve this item as presented.



Date: 02/18/2026

To: City of Zephyrhills

RE: _____ Lift Station 34 Rehab _____

- Purpose
 - _____ Task authorization for the constructions services requested from Joey Theel for the rehabilitation of lift station 34.

- Compensation and Contract
 - A budget for the work as stated totaling \$____92,763.00_____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.

- Scope
 - Please Refer to Estimate # ____36249438_____

Owner:

City of Zephyrhills

By: _____

Name & Title

Contractor:

RCM Utilities, LLC

By: _____Noah Bates

_____Project Manager

Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36249438
 Estimate Date 2/18/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 34 Rehab
 5335 8th Street
 Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 34

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) New coat of Sewper coat liner
- Install two (2) Tsurumi Model 100C43.7 submersible sewage chopper pumps 5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

****NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.
- Line stop is NOT include in this proposal as there should not be one needed

Sub-Total	\$92,763.00
Tax	\$0.00
Total Due	\$92,763.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

**** ESTIMATE IS VALID FOR 30 DAYS ****

**** ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES. ****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The

party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. **Entire Agreement; Modifications.** This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

Labor/Equipment Rate Form

Customer: **City of Zephyrhills**

Project: **Lift Station 34**

Date: **2/16/2026**

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	50	\$112		\$3,750
Supervisor	\$95	30	\$142		\$2,850
Foreman	\$80	50	\$120		\$4,000
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$10,600

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150	25	\$3,750
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusable Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20	25	\$500
Sewage Bypass Pump with Hoses	\$150	25	\$3,750
Discharge Hose with Couplings	\$25	25	\$625
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$8,625

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	41,376	\$8,275
Materials from Stock	20%		\$0
Subcontract Labor	20%	17,140	\$3,428
Material Rates Total			\$70,219

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$1,819
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		Grand Total:	\$92,763
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Date: 02/18/2026

To: City of Zephyrhills

RE: _____ Lift Station 45 Rehab _____

- Purpose
 - _____ Task authorization for the constructions services requested from Joey Theel for the rehabilitation of lift station 45.

- Compensation and Contract
 - A budget for the work as stated totaling \$____104,654.00_____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please Refer to Estimate # ____36256724_____

Owner:

City of Zephyrhills

By: _____

Name & Title

Contractor:

RCM Utilities, LLC

By: _____Noah Bates

_____Project Manager

Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36256724
 Estimate Date 2/18/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 45 rehab
 5335 8th Street
 Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 45

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Perform (1) 6" line stop if needed
- Install (1) New coat of Sewper coat liner
- Install two (2) Hydromatic S4N750M3-4 submersible chopper pumps 10 HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

****NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$104,654.00
Tax	\$0.00
Total Due	\$104,654.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

**** ESTIMATE IS VALID FOR 30 DAYS ****

**** ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES. ****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The

party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. **Entire Agreement; Modifications.** This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

Labor/Equipment Rate Form

Customer: **City of Zephyrhills**

Project: **Lift Station 45**

Date: **2/16/2026**

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	50	\$112		\$3,750
Supervisor	\$95	30	\$142		\$2,850
Foreman	\$80	50	\$120		\$4,000
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$10,600

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150	20	\$3,000
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusible Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20	25	\$500
Sewage Bypass Pump with Hoses	\$150	25	\$3,750
Discharge Hose with Couplings	\$25	25	\$625
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$7,875

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	44,156	\$8,831
Materials from Stock	20%		\$0
Subcontract Labor	20%	24,700	\$4,940
Material Rates Total			\$82,627

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$2,052
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		Grand Total:	\$104,654
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Date: 02/18/2026

To: City of Zephyrhills

RE: _____ Lift Station 48 Rehabilitation _____

- Purpose
 - _____ Task authorization for the constructions services requested from Joey Theel for the rehabilitation of lift station 48.

- Compensation and Contract
 - A budget for the work as stated totaling \$____100,277.00
 - _____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please Refer to Estimate # ____36252245_____

Owner:

City of Zephyrhills

By: _____

Name & Title

Contractor:

RCM Utilities, LLC

By: _____Noah Bates

_____Project Manager

Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36252245
 Estimate Date 2/18/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 48
 5335 8th Street
 Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 48

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) New coat of Sewper coat liner
- Install two (2) Hydromatic S4N500M3-4 sewage pumps 5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
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****NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
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Tax	\$0.00
Total Due	\$100,277.00
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****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

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upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

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5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

Labor/Equipment Rate Form

Customer: **City of Zephyrhills**

Project: **Lift Station 48**

Date: **2/16/2026**

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	50	\$112		\$3,750
Supervisor	\$95	30	\$142		\$2,850
Foreman	\$80	50	\$120		\$4,000
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$10,600

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150	20	\$3,000
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusible Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20	25	\$500
Sewage Bypass Pump with Hoses	\$150	25	\$3,750
Discharge Hose with Couplings	\$25	25	\$625
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$7,875

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	40,580	\$8,116
Materials from Stock	20%		\$0
Subcontract Labor	20%	24,700	\$4,940
Material Rates Total			\$78,336

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$1,966
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		Grand Total:	\$100,277
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Date: 02/18/2026

To: City of Zephyrhills

RE: _____ Lift Station 56 Rehabilitation _____

- Purpose
 - _____ Task authorization for the constructions services requested from Joey Theel for the rehabilitation of lift station 56.

- Compensation and Contract
 - A budget for the work as stated totaling \$____110,987.00
 - _____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please Refer to Estimate # ____36281445_____

Owner:

City of Zephyrhills

By: _____

Name & Title

Contractor:

RCM Utilities, LLC

By: _____Noah Bates

_____Project Manager

Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36281445
 Estimate Date 2/19/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 56 Rehab
 5335 8th Street
 Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 56

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) New coat of Sewper coat liner
- Install two (2) Tsurumi 100C47.5CR sewage chopper 10HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

****NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$110,987.00
Tax	\$0.00
Total Due	\$110,987.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied

upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

Labor/Equipment Rate Form

Customer: **City of Zephyrhills**

Project: **Lift Station 56**

Date: **2/16/2026**

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	50	\$112		\$3,750
Supervisor	\$95	30	\$142		\$2,850
Foreman	\$80	50	\$120		\$4,000
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$10,600

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150	20	\$3,000
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusible Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20	25	\$500
Sewage Bypass Pump with Hoses	\$150	25	\$3,750
Discharge Hose with Couplings	\$25	25	\$625
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$7,875

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	48,720	\$9,744
Materials from Stock	20%		\$0
Subcontract Labor	20%	25,310	\$5,062
Material Rates Total			\$88,836

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$2,176
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		Grand Total:	\$110,987
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Date: 02/18/2026

To: City of Zephyrhills

RE: _____ Lift Station 57 Rehabilitation _____

- Purpose
 - _____ Task authorization for the constructions services requested from Joey Theel for the rehabilitation of lift station 57.

- Compensation and Contract
 - A budget for the work as stated totaling \$____114,823.00
 - _____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope
 - Please Refer to Estimate # ____36280935_____

Owner:

City of Zephyrhills

By: _____

Name & Title

Contractor:

RCM Utilities, LLC

By: _____Noah Bates

_____Project Manager

Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36280935
 Estimate Date 2/19/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 57 Rehab
 5335 8th Street
 Zephyrhills, FL 33542 USA

Description of work

City of Zephyrhills Lift Station 57

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Wet Well

- Demolish and remove all existing base elbows, piping and valving.
- Install (1) New coat of Sewper coat liner
- Install two (2) Hydromatic S4N500M3-4 sewage pumps 5HP 230V 3PH
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Valve Vault

- To be piped like existing 2 in one out.
- Install two (2) new check valves
- Install three (3) new plug valves
- Install one (1) new pump off connection
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping
- Schedule and perform start up on new pumps

****NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include back fill and compact only. Sod and seed by others
- Proposal includes mechanical and pumps only. Control panel not included
- Performance and payment bond included.

Sub-Total	\$114,823.00
Tax	\$0.00
Total Due	\$114,823.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied

upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

Labor/Equipment Rate Form

Customer: **City of Zephyrhills**

Project: **Lift Station 57**

Date: **2/16/2026**

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	50	\$112		\$3,750
Supervisor	\$95	30	\$142		\$2,850
Foreman	\$80	50	\$120		\$4,000
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$10,600

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150	20	\$3,000
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusable Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20	25	\$500
Sewage Bypass Pump with Hoses	\$150	25	\$3,750
Discharge Hose with Couplings	\$25	25	\$625
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$7,875

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	52,709	\$10,542
Materials from Stock	20%		\$0
Subcontract Labor	20%	24,455	\$4,891
Material Rates Total			\$92,597

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$2,251
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		Grand Total:	\$114,823
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CONSENT ITEMS 1.3

Bayer United Task Order - "C" Avenue Box Culvert Replacement - Design [41-25-18]

Issue:

The existing culvert under "C" Avenue is undersized and needs to be updated along with the gravity wall.

Background:

Up-size and improve the existing culvert under "C" Avenue.

Attachment(s):

1. Bayer Task Order_AvenueC_Summary
2. Detailed_StaffHours

Fiscal Impact:

Task Order not to exceed \$77,479.60
FY26 budget includes \$150,000 for design and construction plans.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this item as presented.

Delivered via email

February 23, 2026

Mr. Shane LeBlanc
Director of Public Works
City of Zephyrhills
5335 8th Street Zephyrhills, FL 33542

RE: "C" Avenue Culvert Replacement
Zephyrhills, Pasco County, Florida

Dear Mr. LeBlanc:

In accordance with our Professional Services Agreement (No. 41-25-18) executed on July 29, 2025, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, Bayer United Engineering Consultants, LLC (BUEC), is pleased to provide this proposal for the subject project.

1 OVERVIEW

- 1.0. City of Zephyrhills (Client, City) desires to retain BUEC to provide professional consulting services associated with the proposed Infrastructure Project known as "C" Avenue Culvert Replacement (Project).
- 1.1. This Project is located at Section 14, Township 26 South, Range 21 East in Zephyrhills, Pasco County, Florida.
- 1.2. The Project is described as designing a 40 LF Concrete Box Culvert (size TBD), with an additional 150 LF +/- of channel design, adjacent to Zephyr Park. Additionally, based on the design and the existing geometry of the park, pedestrian access may be relocated around the project.
- 1.3. There are locations within the project limits where there may be inadequate right-of-way to construct the improvements. The final construction plans will include the limits of the proposed right-of-way and any easements that may be needed to construct the proposed roadway and drainage improvements. Additional tasks to support the acquisition of additional right-of-way and easements for this project will be provided to the client as an Amendment to this Task Order for the Client's review and approval.
- 1.4. There may be Utility Agency Owner (UAO) facilities immediately outside and/or adjacent to the project right-of-way that may be in conflict with the proposed improvements and that may need to be relocated. Some of those UAO facilities may be in utility easements outside of the right-of-way.
- 1.5. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City, Primary)

- Pasco County (County)
 - Southwest Florida Water Management District (WMD)
- 1.6. No proposed modifications to the existing potable, reclaim, or wastewater systems are proposed as part of this project. If modifications to the potable, reclaim, or wastewater systems are requested, an Amendment to this Task Order will be provided to the Client for review and approval.
 - 1.7. Based on the proposed activity for this Project, it is anticipated that an Environmental Resource Permit will be required. A pre-application meeting with the Water Management District will be required to verify the Statewide Environmental Resource Permit application requirements.
 - 1.8. This project appears to be apart of an existing stormwater model with Pasco County, called the Zephyr Creek Watershed. Off-site Floodplain compensation and design services is not included in the Scope of Services. If during the design of the project, Off-site Floodplain compensation is required by Agencies Having Jurisdiction (AHJ), an Amendment to this Task Order will be provided to the Client for review and approval.
 - 1.9. There appear to be no wetlands on-site. A field visit to verify the existence of any wetland on-site will be part of the WMD pre-application and permitting effort. Environmental services associated with wetland impacts are not included in the Scope of Services. If wetlands are determined to be on-site, and impacts are proposed, an Amendment to this Task Order will be provided.
 - 1.10. BUEC has obtained sub-consultants to provide Survey Services, and Geotechnical Engineering Services, as needed for the Project.
 - 1.11. BUEC will use the right-of-way and topographic survey provided by our teaming sub-consultant.
 - 1.12. If right-of-way and/or easements are needed to construct the project, an Amendment to this Task Order will be provided to the Client for approval. BUEC's sub-consultant for Survey Services will prepare legal descriptions and sketches of the right-of-way and/or easement parcels to be acquired by the City to complete the construction of the project.

2 SCOPE OF SERVICES

2.0. Survey Services

- 2.0.1. BUEC's Sub-Consultant, will perform a Topographic Survey for the project limits, and the associated stormwater channel where the improvements are proposed.
- 2.0.2. The survey services will include the following:
 - Preparation of a Topographic Survey for an offsite portion of the subject property. All work shall be in accordance with the Standards of Practice as

set forth by Chapter 5J-17 of the Florida Administrative Code.

- Cross sections shall be taken together with observed grade breaks for the full right-of-way within the area outlined in red and per client provided specifications.
- Elevations shall be referenced to the North American Vertical Datum of 1988.
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible.
- Location of underground utilities (SUE) is not included.
- All pavement striping shall be located and mapped.
- Right-of-way lines shall be mapped from available public records & field control.
- Location and mapping of adjacent lot/parcel boundaries is not included.
- Those trees within the portion outlined in red that are 10-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Pasco County Tree Ordinance are not included). NOTE: Trees will not be located within the topographic overlap.

2.0.3. Elevations shall be collected in NAVD88 with a conversion to NGVD29 shown on the survey.

2.0.4. The Deliverable will contain a surface (.XML), an AutoCAD file (.DWG), and a signed and sealed plot of the Topographic Survey.

2.1. Geotechnical Engineering Services

2.1.1. BUEC's Sub-Consultant, will perform the Geotechnical Engineering Services for the project, and the associated stormwater channel where the improvements are proposed. The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics.

2.1.2. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Box culvert analysis including bearing capacity, settlement, and stability analysis.
- General geotechnical recommendations for the proposed construction.

2.1.3. The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain City of Zephyrhills ROW/MOT permits to perform the requested services within the existing roadway, if required.
- Provide Maintenance of Traffic in accordance with Florida Department of

- Transportation (FDOT) Standard Indices, as needed.
- Perform one Standard Penetration Test (SPT) boring to a depth of 30 feet at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform one hand auger boring extending to an approximate depth of 10 feet below existing ground surface or auger refusal.
- Dynamic Cone Penetrometer (DCP) will be performed at the hand auger location. The hand auger boring will be backfilled with soil cutting and the roadway will be patched with asphalt cold patch.
- Box Culvert analysis.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications including corrosion testing.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

2.2. Design (30% Plans)

- 2.2.1. Prior to starting this task, the Client will provide BUEC with all the site-related data they have in their possession. This site-related data may include boundary, topography, geotechnical, environmental, and past permits, for Zephyr Park and the Avenue “C”.
- 2.2.2. BUEC will research publicly available data. This publicly available data may include future land use, zoning, overlays, soils, wetlands, sinkholes, floodplains, and historic permits pulled within the vicinity of the Project.
- 2.2.3. BUEC will prepare a Design (30% Plans) for the Project, including the horizontal alignment and points of connection to existing infrastructure.
- 2.2.4. Based on the Client's input and direction, BUEC will meet with the Client and provide up to one (1) revision to the Design (30% Plans) for the Project. It is understood that the final alignment may vary depending on project constraints discovered during the design and permitting process.

2.3. Pre-Application Meetings

- 2.3.1. BUEC will schedule and attend a virtual pre-application meeting with the primary permitting agencies to understand the permit approval process and receive feedback on the Design (30% Plans) for the Project.

2.4. Design (60% Plans)

- 2.4.1. BUEC will begin the Stormwater Design based on the Client’s approval of the Design (30% Plans), along with the information gathered during the pre-application meeting with the Water Management District (WMD) and Pasco County.
- 2.4.2. Drainage Study and Floodplain Modeling for Permitting

- BUEC will review the existing hydraulic model for Zephyr Creek, as provided by the County. Once a complete understanding and evaluation of the County’s existing hydraulic model is acquired, BUEC will begin our permitting efforts for an Exemption and/or a General Environmental Permit, as directed by SWFWMD.
 - If SWFWMD requires an Individual Permit, extensive permitting efforts such as modifying the existing hydrological and hydraulic model will be required; this occurred for adjacent Pasco County projects under ERP Permit: 10396.004. To perform these efforts, we’ll need approval from the City to use the Optional Services Task - Hydrological & Hydraulic Stormwater Modeling.
 - Under this task, hydrological and hydraulic rainfall modeling conditions would be routed through the proposed project so that all parties will know the upstream and downstream potential impacts from the project. The storm events that will be modeled and ultimately impact the final design, will be dictated by SWFWMD and/or the County. BUEC will review and discuss the results of the existing and the proposed hydraulic models with the client.
- 2.4.3. It is anticipated that the existing sidewalk within Zephyr Park will be impacted by the project. Once the survey information is obtained, BUEC will realign the sidewalk around the drainage ditch to connect to “C” Avenue. If permanent easements are needed for the realigned sidewalk over private property, additional survey services will be necessary and an Amendment to this Agreement will to be provided to the Client for approval. If the sidewalk needs to be re-aligned over the ditch using a pedestrian bridge an amendment to this agreement will be provided to the Client for approval, for engineering services.
- 2.4.4. The existing roadway, asphalt and base, will be demolished by the project improvements. The proposed pavement and base options will be provided by the Client.
- 2.4.5. Based on the Client’s approval of the box culvert design, BUEC will prepare Design Plans (60% Plans) for agency submittals so that required permit approvals may be acquired.

The Design Plans (60% Plans) under this task, which will be used for the agency permit submittal, will include the following:

- Design Plans (60% Plans)
 - Key Sheet
 - General Notes Sheet
 - Estimate of Quantities Sheet
 - Project Layout Sheet
 - Typical Section Sheet
 - Erosion Control Sheet
 - Roadway Plan Sheet
 - Channel Plan and Profile Sheet
 - Channel Cross Section Sheet
 - Construction Detail Sheet
- Stormwater Drainage Report and associated documentation

- Opinion of Probable Cost (OPC)

2.5. Southwest Florida Water Management District (SWFWMD) Permitting

- 2.5.1. Based on the known information on the Project, BUEC will submit the necessary permit applications requesting approval for the improvements.
- 2.5.2. Any necessary fees for the permit applications, will be the responsibility of the Client.
- 2.5.3. BUEC assumes that no off-site improvements are necessary, whether for design or construction activities upstream or downstream. If additional services are required or requested off-site, an Amendment to this Agreement will be provided to the Client for approval.
- 2.5.4. This task includes one (1) round of comment responses from SWFWMD and coordination efforts with Pasco County. Additional rounds of comments or significant changes to the plans directed by the Client during the permitting phase will require an Amendment to this Agreement and provided to the Client for approval.

2.6. Construction Documents (90% Plans)

- 2.6.1. Once the necessary WMD permit and approvals are acquired, BUEC will review the project with the client. With the Client's approval, BUEC will move forward to prepare the Construction Documents, the 90% Design Plans and technical specifications, for the bid package.
- 2.6.2. BUEC will prepare one (1) set of draft Construction Documents (90% Plans) for the Client's review. The Construction Documents completed under this task include the following:
 - Key Sheet
 - General Notes Sheet
 - Final Estimate for Quantities Sheet
 - Project Layout Sheet
 - Typical Section Sheet
 - Erosion Control Sheet
 - Roadway Plan Sheet
 - Channel Plan and Profile Sheet
 - Channel Cross Section Sheet
 - Construction Detail Sheet
 - Signing and Pavement Markings Sheet
 - Technical Specifications
 - Opinion of Probable Cost (OPC)

Once the Client has reviewed and commented on this set of Construction Documents (90% Plans), BUEC will finalize the Construction Documents (90% Plans) for bid, based on the client's comments.

If the Client requests changes to the Construction Documents (90% Plans) after this task has begun, an Amendment to this Agreement will be provided.

2.7. Utility Coordination (Within Right-of-way)

- 2.7.1. BUEC will coordinate with Utility Agency Owners (UAOs) to identify existing utility locations. These locations will be noted on the construction plan sheets as “PROVIDED BY OTHERS.” We will meet with the Client to review the design, in an effort to reduce the conflicts during the design process.
- 2.7.2. If additional design services are required for UAO relocations, these services will be charged under Task 2.11, “Miscellaneous Services” with prior Client written approval if design services are required.

2.8. Bidding Services

- 2.8.1. Based on the approved Construction Documents, BUEC will prepare an itemized quantity list of the proposed construction improvements. The client is assumed to prepare and provide the contractors with the bid package. The project is assumed to be bid in one (1) phase.
- 2.8.2. BUEC will attend one (1) pre-bid meeting with the contractors who respond to the Client's Request for Proposals (RFP). BUEC will review and address the contractor's Request for Information (RFI) through the Client. BUEC will review bids and pricing with the Client and provide a written recommendation to the Client.

2.9. Engineering Construction Phase / Certification Services

- 2.9.1. BUEC will provide the following construction phase services for the project based on an estimated construction time frame of six (6) months. Additional services will be charged under Task 2.11, “Miscellaneous Services”, with the Client's written approval if the construction time frame is extended.

2.9.2. Construction Meetings

- BUEC will attend one (1) pre-construction meeting, one (1) punch list meeting, and one (1) final walk-through meeting with the contractor.
- Additional meetings will be charged under Task 2.11 “Miscellaneous Services” with prior Client written approval.

2.9.3. Shop Drawing Review

- BUEC will review shop drawings prepared by the selected contractor. This service assumes only one (1) round of reviews. These reviews include an initial review and a second review if comments are made on the initial review. Additional reviews will be charged under Task 2.11. “Miscellaneous Services” with prior Client written approval if substantial revisions are required.

2.9.4. Pay Request Review

- BUEC will review all site-related contractor pay requests. Additionally, the service includes a field visit in order to verify the amounts for items included in the pay request. This service assumes that one (1) request will be

submitted per month during the construction time frame. If the construction time frame is extended, additional time will be charged under Task 2.11. "Miscellaneous Services" with prior Client written approval.

2.9.5. Record Drawing Preparation

- BUEC will prepare record drawings for the stormwater, wastewater system, reclaim water, and potable water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.10. Client & Project Coordination Meetings

2.10.1. BUEC project manager and design staff will prepare for and attend regularly scheduled and as-needed meetings for project coordination. BUEC anticipates multiple meetings with the Client and the other project team members as necessary to ensure that the necessary information is being provided in a timely manner. As part of this scope, we have allocated up to Ten (10) hours.

2.10.2. In the event that an additional meeting time is necessary, the additional time will be charged under Task 2.11. Miscellaneous Services with prior Client written approval. All meetings are assumed to be virtual or at the Client's offices.

2.11. Miscellaneous Services

2.11.1. Miscellaneous service items may be performed under this task as requested and approved by the Client in writing. Items may include additional meetings with the Client or AHJ staff, construction meetings/inspections, and other tasks requested by the Client. The Client's written approval will be obtained before utilizing this task for services.

2.12. Reimbursable Expenses

2.12.1. Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but are not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, tolls, long-distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3 GENERAL CONDITIONS AND UNDERSTANDINGS

3.0. The Client will provide the following:

- 3.0.1. Historic boundary/topographic/tree survey, including floodplain line in CAD, if available for the Zephyr Park.
- 3.0.2. Application review fees.
- 3.0.3. Any Stormwater Engineering Hydraulic Models and reports associated with the project.
- 3.0.4. Copies of all prior permits and approvals.

3.1. The proposed project will be consistent with the Land Development Regulations, Zoning

Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.

- 3.2. PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(remainder of page intentionally left blank)

4 EXCLUDED SERVICES

- 4.0. The professional services BUEC will provide include and are limited to, those described under Scope of Services, Section 2.0. All other services are expressly excluded. Specifically excluded items include:
- 4.0.1. Redesign due to plan changes imposed by the Client or design team following substantial completion of plans or which may be required in the event additional laws, policies, or regulations are promulgated by Governmental Agencies subsequent to the date of this contract.
 - 4.0.2. Application Fees / Impact Fees / Connection Fees / Mitigation Fees / Recipient Site Fees
 - 4.0.3. Planning Services / Zoning or Land Use Modifications / Public Hearings
 - 4.0.4. Preparing Graphics or Renderings for Public Meetings, Commission Meetings, or Marketing Purposes.
 - 4.0.5. Public Meetings and/or Presentations beyond what is listed within the Scope of Services
 - 4.0.6. Platting Services / Subsurface Utility Location Services
 - 4.0.7. Environmental Contamination Risk Studies or Analysis, Including Phase I or II Environmental Audits or Similar Related Studies
 - 4.0.8. Archeological Services
 - 4.0.9. Sub-Surface Utility Engineering (SUE) Services are not included in the Scope of Services.
 - 4.0.10. Environmental services associated with wetland impacts are not included in the Scope of Services.
 - 4.0.11. Structural Engineering Services is not included in the Scope of Services
 - 4.0.12. Arborist Related Services, such as; General Tree Surveys, Grand or Specimen Tree Surveys, Tree Protection Plan / Permitting
 - 4.0.13. Electrical / Mechanical / Structural / Plumbing / Architectural Design / Permitting Services
 - 4.0.14. Building Fire System / Fire Line Design
 - 4.0.15. Landscape Architecture / Irrigation Design
 - 4.0.16. Hardscape Plans / Signage Plans / Monument Signs / Dumpster Enclosure / Gate Design
 - 4.0.17. Site Lighting / Photometric Design Services
 - 4.0.18. Irrigation Source Design and Permitting
 - 4.0.19. Construction Administration / Observation Services related to Landscape, Irrigation, and Site Amenities.
 - 4.0.20. Potable or Reuse/Reclaim Distribution System Modeling for Sizing and Permitting
 - 4.0.21. Sanitary Sewer or Storm Sewer Collection System Modeling for Sizing and Permitting
 - 4.0.22. Sanitary Sewer or Storm Sewer Lift Station Design and Permitting

- 4.0.23. CLOMR / LOMR
- 4.0.24. Traffic Analysis / Design / Permitting
- 4.0.25. Permitting Services for WMD Water Use, FDOT Access/Drainage/Utilities, FDEP Domestic Water/Wastewater/Air Quality Permitting, DOH, USACE
- 4.0.26. NPDES Permitting / SWPPP Preparation / LEED Support Services / FGBC Support Services / CPTED Review and Principles

5 FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.0	SURVEY SERVICES (SUB-CONSULTANT)	LUMP SUM	\$3,300
2.1	GEOTECHNICAL ENGINEERING SERVICES (SUB-CONSULTANT)	LUMP SUM	\$9,964
2.2	DESIGN (30% PLANS)	LUMP SUM	\$19,822
2.3	PRE-APPLICATION MEETINGS	LUMP SUM	\$1,500
2.4	DESIGN (60% PLANS)	LUMP SUM	\$14,611
2.5	WATER MANAGEMENT DISTRICT (WMD) PERMITTING	LUMP SUM	\$2,360
2.6	CONSTRUCTION DOCUMENTS (90% PLANS)	LUMP SUM	\$8,521
2.7	UTILITY COORDINATION (WITHIN RIGHT-OF-WAY)	LUMP SUM	\$2,530
2.8	BIDDING SERVICES	HOURLY NTE	\$4,872
2.9	ENGINEERING CONSTRUCTION PHASE / CERTIFICATION SERVICES	HOURLY	\$5,000
2.10	CLIENT & PROJECT COORDINATION MEETINGS	LUMP SUM	\$5,000
2.11	MISCELLANEOUS SERVICES	HOURLY	\$0
2.12	REIMBURSABLE EXPENSES		\$0
	TOTAL:		\$77,480

For Tasks 2.0 through 2.12, the City shall compensate the A/E the Lump Sum amount of \$77,480.00.

This Task Order establishes an allowance in the amount of \$18,561.00 for Optional Services Task - Hydrological & Hydraulic Stormwater Modeling, as may be required for state and local permit efforts. These additional efforts may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount, including the Optional Services, is \$96,041.00.

Work under this Task Order shall begin no later than 10 days from the receipt of the Notice To Proceed (NTP) and the Purchase Order, so that our sub-consultant agreements can be executed. Thereafter, for the design and permitting portion of the project, we anticipate between 6 to 9 months to finalize the construction documents for bid, pending permitting efforts. A more detailed schedule will be produced once the NTP is approved.

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the approved Standard Terms and Conditions Agreement.

Hourly fees for labor will be billed on an hourly basis per our hourly rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

Bayer United Engineering Consultants, LLC



Marcello Tavernari, P.E.
Senior Project Manager

2/23/2026
Date

ACCEPTED
City of Zephyrhills

Signature

Printed Name & Title

Date

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: C AVENUE CULVERT REPLACEMENT - CITY OF ZEPHYRHILLS 2026 CIP
 County: PASCO
 FPN: CIP
 FAP No.: NA

Consultant Name: BAYER UNITED ENGINEERING CONSULTANTS
 Consultant No.: enter consultants proj. number
 Date: 2/21/2026
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Project Engineer	Principal	CADD Manager	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
		\$250.05	\$170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity
3. Project Common and Project General Tasks	71	35	36	0	0	0	0	0	0	0	0	0	0	71	\$14,872	\$209.46
4. Roadway Analysis	102	31	71	0	0	0	0	0	0	0	0	0	0	102	\$19,822	\$194.33
5. Roadway Plans	63	19	44	0	0	0	0	0	0	0	0	0	0	63	\$12,231	\$194.14
6a. Drainage Analysis	44	13	31	0	0	0	0	0	0	0	0	0	0	44	\$8,521	\$193.65
6b. Drainage Plans	20	6	14	0	0	0	0	0	0	0	0	0	0	20	\$3,880	\$194.02
7. Utilities	13	4	9	0	0	0	0	0	0	0	0	0	0	13	\$2,530	\$194.63
8. Environmental Permits, and Env. Clearances	12	4	8	0	0	0	0	0	0	0	0	0	0	12	\$2,360	\$196.68
Total Staff Hours	325	112	213	0	0	0	0	0	0	0	0	0	0	325		
Total Staff Cost		\$28,005.60	\$36,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$64,215.60	\$197.59

Check = \$64,215.60

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				\$64,215.60
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$64,215.60
Subconsultant:	AREHNA			\$9,964.00
Subconsultant:	DCJ			\$3,300.00
SUBTOTAL ESTIMATED FEE:				\$77,479.60
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$77,479.60
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$77,479.60

Approved
 02/21/2026
 Marcello Tavernari, PE
 Bayer United Eng. Consultants

Project Activity 3: General Tasks

Estimator: Zachary Cross, BUEC	C AVENUE CULVERT REPLACEMENT - CITY OF ZEPHYRHILLS 2026 CIP CIP
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Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					NA- Not Scoped
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	1	10	10	Pasco Cty coordination for Major Watershed and/or their consultant
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	20	20	Tech Specs / Boiler Plate Review
3.3.2	Estimated Quantities Report Preparation	Report	0	Calculated Hours	0	
		Components	0			
3.4	Contract Maintenance and Project Documentation	LS	1	8	8	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	9	9	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	24	24	Bid Assistance
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					71	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway Analysis	EA	0	0	0	
	Drainage	EA	2	1.5	3	Meeting with Watershed EOR (Cty); Pre-application SWFWMD
	Selective C&G	EA	0	0	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	0	0	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	0	0	0	
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	0	0	0	
	Phase Reviews	EA	4	1.5	6	Meeting with City about submittal: 30%, 90%, 100%, Bid
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			6		9	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D.

Representing	Print Name	Signature / Date
City of Zephyrhills		
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NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
What is the overall project complexity? (See Roadway Guidelines)				Low					
4.1	Typical Section Package	Cover	0		0	0	0	0	No Package necessary
		Typical	0	2-Lane FS & Ramps	0	0	0	0	
		Typical	0	2-Lane C & Multi-Lane FS	0	0	0	0	
		Typical	0	LA w/ Barrier & Multi-Lane C	0	0	0	0	
4.2	Pavement Type Selection Report	Report	0		0	0	0	0	Match existing
4.3	Pavement Design Package	Report & Assembly	0	Low	0	0	0	0	
		Pavt Designs	0	Travel/Aux. Lanes	0	0	0	0	
		Pavt Designs	0	Other Roads & Shoulders	0	0	0	0	
4.4	Cross Slope Analysis (lanes and shoulders)	X-Slope Assessment	0.00	Undivided Roadway	0	0	0	0	
		X-Slope Assessment	0.00	Divided Roadway	0	0	0	0	
		Concepts for Corrections	0		0	0	0	0	
4.5	Safety Analysis	HSM Assessment	0		0	0	0	0	
		Crash Analysis	0		0	0	0	0	
4.6	Design Analysis	Monitor Exist. Structures	0	Low	0	0	0	0	
		Access Management	0.00	Low	0	0	0	0	
4.7	Operational Analysis	Roundabout	0	1x1 Roundabout	0	0	0	0	
		Roundabout	0	1x2 Roundabout	0	0	0	0	
		Roundabout	0	2x2 Roundabout	0	0	0	0	
4.8	Design Reports	RRR	0		0	0	0	0	
		Other Reports			0	0	0	0	
4.9	Design Variations and Exceptions	Variation Memo	0		0	0	0	0	
		Formal Variation	0		0	0	0	0	
		Design Exception	0		0	0	0	0	

4.10	Master Design File Setup & Maintenance, Model Management Plan	LS	1	Low	30	0	30	0	
4.11	Horizontal /Vertical Master Design Files	Mainline	0.10	Low	18	0	18	0	
		Side Road & Ramps	0.00	Low	0	0	0	0	
		Frontage Road	0.00	Low	0	0	0	0	
	3D Modeling Development	Mainline	0.10	Low	9	0	9	0	
		Side Road & Ramps	0.00	Low	0	0	0	0	
		Frontage Road	0.00	Low	0	0	0	0	
	AMG Files	0	Low	0	0	0	0		
4.12	TTCP Analysis	LS	0	Low	0	0	0	0	
	TTCP Master Design Files	Length (Phase-Miles)	0.00	Low	0	0	0	0	
		Pedestrian	0		0	0	0	0	
	TTCP 3D Modeling (Isolated Locations)	Locations	0		0	0	0	0	
4.13	Utility Data Collection & Analysis	LS	1	Low	6	0	6	0	UWS
4.14	Roadway Quantities for EQ Report	Length (Miles)	0.10	Low	1	0	2	0	Pavement quantities only
		Interchanges Rest Areas	0		0	0	0	0	
		Validation	0	Low	0	0	0	0	
	TTCP Quantities for EQ Report	Major Phases	0		0	0	0	0	
4.15	Cost Estimate	Engineer Estimate	1	Low	10	0	8	0	
		LRE Updates	0	Low	0	0	0	0	
4.16	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
4.17	Other Roadway Tasks	Other Analysis			0	0	0	0	
Roadway Analysis Technical Subtotal					74	0	73	0	

4.18	Quality Assurance/Quality Control	LS	1	5%	4	0	4	0	
4.19	Supervision	LS	1	5%	4	0	4	0	
4.20	Roadway Meetings (listed below)	Meetings	4		8	0	12	0	
		Travel Time			0	0	0	0	
4.21	Field Reviews (listed below)	LS			6	0	6	0	
Roadway Analysis Non-Technical Subtotal					22	0	26	0	
4.22	Coordination	LS	1	3%	3	0	3	0	
4. Roadway Analysis Total					99	0	102	0	

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Typical Section	0	0	0	
Pavement Design	0	0	0	
Access Management / Driveways	1	0	1	Adjacent Residential Driveway
15% Line and Grade	1	0	1	
RRR / ECAR Resolution	0	0	0	
Local Governments (cities, counties, MPO)	0	0	0	
Work Zone Traffic Control	0	0	0	
30/60/90/100% Comment Review Meetings	1	0	1	60% Review
Utility Coordination	1	0	1	
Other Meetings	0	0	0	
Subtotal Technical Meetings	4	0	4	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Roadway Meetings	4	0		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	1	2	1	3
Field Review #2	1	2	1	3
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				6

Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
What is the overall project complexity? (See Roadway Guidelines)			Low						
5.1	Key Sheet		1		4	0	4	0	
	Signature Sheet		1		2	0	2	0	
5.2	Typical Section Sheets	Typical Sections w/ CADD	1		4	0	4	0	
		Typical Sections w/o CADD	0		0	0	0	0	
		Partial Sections	0		0	0	0	0	
5.3	Cross Slope Correction Details	Pavement Segments	0		0	0	0	0	
5.4	General Notes/Pay Item Notes		1	Simple	6	0	6	0	
5.5	Model Management		0		0	0	0	0	
	Project Layout		0		0	0	0	0	
5.6	Plan View (Plan Sheets)	Sheet(s)	2	Mid	8	0	8	0	
		Interchange	0		0	0	0	0	
		Roundabout	0		0	0	0	0	
5.7	Profile View (Plan/Profile Sheets)	Sheet(s)	1	Flush Shoulder	3	0	3	0	
		Sheet(s)	0	Curbed	0	0	0	0	
5.8	Special Profiles	Driveway Curb Return	0		0	0	0	0	
		Intersection RR Xing	0		0	0	0	0	
5.9	Sidewalk Profiles	Sheet(s)	2	Simple	12	0	12	0	
5.10	Interchange Layout Sheet	Interchange	0	Standard 2 Levels	0	0	0	0	
			0	Complex 3+ Levels	0	0	0	0	
5.11	Details	Ramp Terminal	0		0	0	0	0	
		Intersection Layout	0		0	0	0	0	
		Special	0		0	0	0	0	
5.12	Soil Survey Sheets		0		0	0	0	0	
5.13	Cross Sections		1	Mid	1	0	6	0	

5.14	Temporary Traffic Control Plan	TTC Notes	0		0	0	0	0	
		Phasing Notes & Typical Sheet(s)	0		0	0	0	0	
		TTC Plan Sheet(s)	0	Low	0	0	0	0	lane closure per side
		Critical Cross Sections	0		0	0	0	0	
		TTC Details	0		0	0	0	0	
5.15	Utility Adjustment Sheets	Sheet(s)	1	Simple	3	0	4	0	
5.16	Project Control Sheets		1		4	0	4	0	
5.17	Utility Verification Data (SUE)		1		4	0	4	0	
Roadway Plans Technical Hours Subtotal					51	0	57	0	
5.18	Quality Assurance/Quality Control	%	1	5%	3	0	3	0	
5.19	Supervision	%	1	5%	3	0	3	0	
Roadway Plans Total					57	0	63	0	

Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6a.1	Base Clearance Analysis	Locations	1	Simple	4	0	4	0	Assess highwaters for road profile
		Report	0		0	0	0	0	
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0	
6a.3	Existing Permit Analysis	LS	1	Simple	4	0	4	0	Review permitted model
6a.4	Utility Conflict Matrix (for drainage structures)	LS	0		0	0	0	0	
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0	
6a.6	Temporary Drainage Analysis	LS	1	Simple	4	0	4	0	maintain connectivity
6a.7	Pond Siting Analysis and Report	Basins	0		0	0	0	0	
		Report	0		0	0	0	0	
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0	
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
Wave Modeling	Wave Modeling	0		0	0	0	0		
6a.10	Design of Minor Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	Design of Major Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	Previously modeled/permitted
			0	Complex	0	0	0	0	

6a.11	Design of Ditches and Side Drains	Ditches (Miles)	0.20	Simple	3	0	2	0	grading around upstream/downstream near cross drain
			0.00	Standard	0	0	0	0	
			0.00	Complex	0	0	0	0	
		Side Drains	0		0	0	0	0	
6a.12	Design of Stormwater Management Facility	Ponds	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
		Cells	0		0	0	0	0	
6a.13	Design of Floodplain Compensation	Basins	0	Simple	0	0	0	0	limit grading downstream.
6a.14	Design of Storm Drains	Drainage Structures	0		0	0	0	0	
		Non-Standard Structures	0		0	0	0	0	
6a.15	Optional Culvert Material	Drainage Pipes	0		0	0	0	0	
6a.16	Design of Trench Drains	Each	0		0	0	0	0	
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0	
	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0	
6a.18	Design of Drainage Wells	Wells	0		0	0	0	0	
6a.19	Stormwater Runoff Control Concept	Length (Miles)	0.10	Simple	1	0	2	0	sediment control for NPDES and quantities
6a.20	Other Drainage Tasks	LS			0	0	0	0	
6a.21	Drainage Design Documentation Report	Report	1	Simple	8	0	4	0	Narrative and permit excerpt only
		Exhibits	0		0	0	0	0	
6a.22	Drainage Quantities for EQ Report	LS	1	Simple	20	0	4	0	
6a.23	Cost Estimate	Engineer Estimate	0		0	0	0	0	include with quant
		LRE Updates	0		0	0	0	0	
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
Drainage Analysis Technical Subtotal					44	0	24	0	

6a.25	Quality Assurance/Quality Control	LS	1	5%	3	0	2	0	
6a.26	Supervision	LS	1	5%	3	0	2	0	
6a.27	Drainage Meetings (listed below)	Meetings	4		8	0	8	0	
		Travel Time			0	0	0	0	
6a.28	Field Reviews (listed below)	LS			6	0	6	0	
Drainage Analysis Non-Technical Subtotal					20	0	18	0	
6a.29	Coordination	%	1	3%	2	0	2	0	
Drainage Analysis Total					66	0	44	0	

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Base Clearance Water Elevation	0	0	0	
Pond Siting	0	0	0	
Agency	1	0	0	SWFWMD
Local Governments (cities, counties)	2	0	1	Pasco County Watershed
FDOT Drainage	0	0	0	
Utility Coordination	1	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	4	0	1	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Drainage Meetings	4	0		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	1	2	1	3
Field Review #2	1	2	1	3
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				6

6b. Drainage Plans

Estimator: **6b. Drainage Plans Staff Hours** C AVENUE CULVERT REPLACEMENT - CITY OF ZEPHYRHILLS 2026 CIP
CIP

Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Sheet(s)	0	Standard	0	0	0	0	Watershed previously permitted- no changes
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	Ped Crossing
6b.3	Drainage Structures	Drainage Structures	1		18	0	12	0	Cross Drain Only
		Details	1		3	0	6	0	Standard Details from FDOT Index
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
		Cross Section Alignments	0		0	0	0	0	
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
		Cross Section Alignments	0		0	0	0	0	
Drainage Plans Technical Subtotal					21	0	18	0	
6b.6	Quality Assurance/Quality Control	%	1	5%	2	0	1	0	
6b.7	Supervision	%	1	5%	2	0	1	0	
Drainage Plans Total					25	0	20	0	

Project Activity 7: Utilities

Estimator:

C AVENUE CULVERT REPLACEMENT - CITY OF ZEPHYRHILLS 2026 CIP
CIP

Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	0	0	0	
7.2	Identify Existing Utility Agency Owner(s)	LS	1	4	4	
7.3	Make Utility Contacts	LS	3	1	3	
7.4	Exception Processing	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	0	0	0	
7.6	Individual/Field Meetings	LS	0	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	0	0	0	
7.8	Subordination of Easements Coordination	LS	1	2	2	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	4	0	0	
7.11	Utility Coordination/Followup	LS	4	0	0	
7.12	Utility Constructability Review	LS	4	1	4	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	4	0	0	
7.17	Other Utilities	LS	1	0	0	

Project Activity 7: Utilities

7. Utilities Total	13
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Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0		Yes	0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0		Yes	0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

C AVENUE CULVERT REPLACEMENT - CITY OF ZEPHYRHILLS 2026 CIP
CIP

Representing	Print Name	Signature / Date
City of Zephyrhills		
Bayer United Engineering Consultants		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	12	12	Review necessary permit criteria
Permits						
8.2	Field Work					NA- No Environmental Impacts downstream
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					NA- no dredge/Fill downstream
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application					NA
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Clearances, Reevaluations, and Technical Support						
8.14	Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Resources	LS	1	0	0	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
Contamination Analysis						
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					12	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	0%	0	
8.20	Supervision	LS	%	0%	0	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					0	
8.21	Coordination	LS	%	0%	0	
8. Environmental Permits and Environmental Clearances Total					12	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
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Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.18

Carries to Tab 3

Bayer United Engineering Consultants
320 W. Kennedy Blvd., Ste. 650
Tampa, FL 33606

January 14, 2026
File No. 2026-008A01
BG00001

Re: **C Avenue, Zephyrhills**
Revised Agreement for Surveying Services
Route Survey

Dear Marcello:

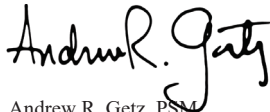
Pursuant to your request, we have prepared this *revised* agreement for surveying services to be performed associated with your project known as *C Avenue, Zephyrhills*, lying within Section 14, Township 26 South, Range 21 East Pasco County, Florida. The services that we agree to perform are as follows:

- Preparation of a Topographic Survey for an offsite portion of the subject property as outlined in red (see Exhibit "A"). All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
- Cross sections shall be taken together with observed grade breaks for the full right-of-way within the area outlined in red and per client provided specifications;
- Elevations shall be referenced to the North American Vertical Datum of 1988;
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible. Location of underground utilities (SUE) is not included;
- All pavement striping shall be located and mapped;
- Right-of-way lines shall be mapped from available public records & field control;
- Location and mapping of adjacent lot/parcel boundaries is not included;
- Those trees within the portion outlined in red that are 10-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Pasco County Tree Ordinance are not included). NOTE: Trees will not be located within the topographic overlap;
- Review title commitment, as provided by Premium Title (fee included), for the four surrounding parcels and map protractible matters;
- You will be provided with a digital PDF and up to four (4) signed and sealed hard copies of the survey (upon request). Additional copies or modifications, including but not limited to adding or modifying certifications, after final survey has been published may result in additional fees. Expedited delivery of the signed and sealed surveys via overnight delivery (FedEx/UPS) or courier service shall be at the expense of the client or shall be billed as a reimbursable expense.

The cash discounted lump sum fee for this service is **\$3,300.00** (three thousand three hundred and 00/100 dollars). You will be invoiced upon completion of our service. Any unpaid balance beyond 30 days of invoice date will be considered delinquent and may accrue interest at the rate of 1.5% (one and one-half percent) monthly. Fees associated with third party billing/payment software (if any) will be additional and billed as a reimbursable expense. Client shall be responsible for providing surveyor with any access information, required advance notification or information on occupants (human or animal) on the project property.

We appreciate the opportunity to be of service. If you choose to accept this agreement, please sign and return one copy. If this agreement is not executed within thirty (30) days, this fee may be subject to renegotiation. Our receipt of this signed copy will serve as notice to proceed and coordination of work shall be scheduled based on survey crew availability.

For D.C. JOHNSON & ASSOCIATES, INC.



Andrew R. Getz, PSM
President

Signature: _____

Printed Name: _____

Date: _____

ARG/jm

Attachment: General Conditions, Exhibit 'A'

PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF D.C. JOHNSON & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL AGREEMENT.

GENERAL TERMS & CONDITIONS

These GENERAL CONDITIONS are attached to & made a part of the PROPOSAL for professional services between D.C. Johnson & Associates, Inc. (hereinafter called "DCJ") & the CLIENT.

ENTIRE PROPOSAL:

This Proposal & all other Proposals, exhibits, & schedules referenced in this Proposal constitute(s) the final, complete, & exclusive statement of terms of the Proposal between the parties pertaining to the subject matter of this Proposal & supersedes all prior & contemporaneous understandings or Proposals of the parties. This Proposal may not be contradicted by evidence of any prior or contemporaneous statements or Proposals. No party has been induced to enter into this Proposal by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this written Proposal.

MODIFICATION OF PROPOSAL:

This Proposal may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Proposal shall be binding unless it is in writing & signed by all parties.

ASSIGNMENT/ SUCCESSORS IN INTEREST:

This Proposal is not assignable or transferable by Client without the written consent of DCJ. Each party hereto binds itself, its successors, & assigns to the other party, its successors & assigns in respect of all covenants of this Proposal.

EXECUTION: REPRESENTATION ON AUTHORITY OF SIGNATORIES:

This Proposal may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one & the same instrument. Each person signing this Proposal represents & warrants that he or she is duly authorized & has legal capacity to execute & deliver this Proposal. Each party represents & warrants to the other that the execution & delivery of the Proposal & the performance of such party's obligations hereunder have been duly authorized, & that the Proposal is a valid & legal agreement binding on such party & enforceable in accordance with its terms.

COMPLETION OF WORK:

All services shall be scheduled based on the date of receipt by DCJ corporate office of a signed agreement &/or written notice to proceed & provided as expeditiously as is consistent with the professional skill & care & orderly progress of the project. Unless contractually written, projects shall be completed on a first come first served basis. Verbal timelines are not a valid contractual timeline for completion.

SCOPE OF SERVICES:

Unless specifically included under the scope of services described in any portion of this Proposal, neither DCJ nor its subconsultants (if any) shall assume any liability for the following: 1) Construction means & methods (including monitoring or inspections of any kind); 2) Project scheduling & sequencing; 3) Budgeting, quantity opinions, or cost estimates; 4) Construction management; 5) Permitting; 6) Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils & the location of any utilities or structures not visible on the surface); 7) Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas; 8) Environmental Site Assessments; 9) Job site safety or OSHA compliance; 10) Compliance with the Americans with Disabilities Act of 1990 (ADA); 11) Submission of any fees, plat or legal description to any governmental agency for purposes of recording or any fees associated with such submission; 12) Obtaining Title Commitment or O&E Report.

ADDITIONAL SERVICES:

Client may request DCJ to perform additional services not specifically included within the terms & conditions of this Proposal. Any such additional services & associated fees required must be requested & specifically authorized by the Client & agreed to by DCJ in writing. At DCJ's option, such additional services will either 1) be performed under the terms of this Proposal & authorized by Change Order or Addendum hereto, or 2) performed under separate Proposal.

REIMBURSABLE EXPENSES:

Client shall reimburse DCJ costs incurred in connection with services rendered that extend beyond those services specifically stated in the Proposal. Reimbursable costs include, but are not limited to, express delivery or courier, incoming wire fees, Client incurred third party billing/payment software services, meetings with Client's legal representation or title company, etc.

TAXES:

Unless exempt, Client agrees to pay DCJ any & all sales & use taxes imposed by any governmental authority on the services performed pursuant to this Proposal. Such taxes, if any, are in addition to any fee or rates quoted in this Proposal, or any supplement, amendment, or modification hereto.

STANDARD OF CARE:

All land surveying services performed by DCJ shall be conducted with the same level & skill ordinarily exercised by members of its profession practicing in the same location at the same date & under similar conditions. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by DCJ during the completion of its services under this Agreement.

FORCE MAJEURE/EXCUSABLE DELAYS:

DCJ shall not be liable for any failure to perform its obligations in connection with any action described in this Proposal, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond DCJ's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by negligence). Additionally, DCJ shall not be liable to Client or its contractors, agents, representatives, or consultants for consequential damages associated with delays or work stoppages caused by Excusable Delays.

PAYMENT OF INVOICES:

Payment is due upon receipt & deemed past due after thirty (30) days from invoice date. Payment terms specifically stated elsewhere in this Proposal, if any, shall supersede those terms stated here. Client shall not hold DCJ responsible for delays due to terms requiring payment prior to release of

any product. Client acknowledges such terms upon signing agreement. Any balance remaining unpaid after thirty (30) days of invoice date may be subject to finance charge of 1.5% (one & one-half percent) per month. Any attorney's fees, court costs, or other costs incurred in the collection of delinquent accounts shall be paid by the Client. If payment is not current, DCJ may, at its own discretion, suspend services & withhold release of any & all instruments of professional service, including electronic files, prepared under this Proposal. Furthermore, the Client acknowledges that DCJ may be entitled to a lien against the property for non-payment of invoices in a timely manner. The client agrees to not unilaterally withhold payment for services in the event of a suspected breach of contract or defect in the DCJ services without a) immediate notification in writing of the suspected defect; b) full disclosure in writing of details relating to suspected defect; c) adequate opportunity given to DCJ to warranty or correct any defect or d) open discussion with DCJ regarding options to remedy any defect actually attributable to an error in DCJ provided services.

CLAIMS/CERTIFICATE OF MERIT:

In the matter of interpretation, enforcement, & performance of this agreement, the laws of the State of Florida shall apply. Should the Client become aware of a suspected survey error, Client agrees a) to immediately suspend design or construction activities based on suspected erroneous survey data; b) to notify DCJ in writing of all pertinent details; c) that any remediation costs incurred by the Client prior to notification to DCJ of suspected error with opportunity for DCJ to participate in review of corrective options will not be DCJ's financial responsibility. Client further agrees it will assert no claim for professional negligence, either directly or in a third-party claim, against DCJ, unless Client as a strict condition precedent, first provides DCJ with a written certification executed by an independent design professional currently practicing in the same state & discipline as DCJ. This written "Certificate of Merit" shall (a) contain the name & license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care of a professional performing professional services under similar circumstances, in a similar locality, & at a similar point in time; & (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to this professional standard of care.

MEDIATION:

In the event a dispute arises between the parties to this agreement, the parties agree to participate in mediation in accordance with the mediation procedures under Florida Rules of Civil Procedure & Chapters 44 & 682 of the Florida Statutes. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by an independent mediation office within Pasco County, Florida. This mediation shall involve each side of a dispute sitting down with an impartial person, the mediator, & any physical proof of wrongdoing, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, & the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation procedures are successful any & all court proceedings, including future lawsuits shall be stopped immediately. Any future cases brought by either party related to this [contract, agreement] shall be considered defamation, harassment, or a SLAPP suit as an attempt to tarnish the reputation of the other party.

LIABILITY/ RISK ALLOCATION/CONSEQUENTIAL DAMAGES:

There are no warranties or guarantees expressed or implied for services outside of the limits of the scope of this proposal. Statute of repose for errors & omissions shall begin on the date of signing of the survey by a licensed surveyor & shall not exceed a period of four (4) years as described in §95.11(3)(c), Florida Statute. The venue for any legal or jurisdictional proceedings in connection with any & all claims, disputes or other matters or questions arising out of or relating to this Proposal or the breach thereof, or in connection with any services provided by DCJ shall vest in Pasco County, Florida. In the event remediation costs are incurred by Client as a result of DCJ's breach of contract or negligence, DCJ's liability shall be limited to: costs associated with remediation of design or construction activities accomplished prior to the date a survey defect is discovered and communicated to DCJ; a just and equitable proportion of the loss having regard to the extent of the responsibility of any other party. DCJ's liability shall not increase by reason of shortfall in recovery from any other party. In addition, no employee or agent of DCJ shall have any individual liability to the Client in addition to, or in excess of, DCJ's liability. Client & DCJ waive consequential damages (as described below) for claims, disputes or other matters arising out of or related to this Agreement.

INDEMNIFICATION(MUTUAL):

DCJ & Client each agree to indemnify the other (including their respective owners, officers & employees) from all claims, including reasonable attorney's fees, arising out of & only to the extent caused by the other party's negligence. In addition, Client agrees to indemnify DCJ, including reasonable attorney's fees, for any & all claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by Client to DCJ which was incorporated into DCJ's services.

TERMINATION:

The obligation to provide services under this Proposal may be terminated by either party by written notice. In the event this Proposal is terminated prior to completion, DCJ shall be entitled to payment for services performed & expenses incurred through the date of receipt of written notice of termination. Both Client & DCJ waive consequential damages due to either party's termination in accordance with termination provisions herein. Consequential damages include but are not limited to loss of use, profit, business, or reputation.

OWNERSHIP:

All documents prepared or furnished by DCJ pursuant to this Proposal are instruments of DCJ's professional service. DCJ shall retain an ownership & property interest therein. DCJ grants Client a license to use instruments of DCJ's professional service for the purpose of constructing, occupying & maintaining the Project. Reuse or modification of any such documents by Client, shall be at Client's sole risk, & Client agrees to indemnify & hold DCJ harmless from all claims, damages & expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Exhibit 'A'



exist 60" culvert

survey existing trail

survey upstream to historic control structure

survey r/w to r/w within 100' of cross drain

survey downstream 100' from culvert



January 8, 2026

Zachary Cross, PE
Bayer United
320 West Kennedy Boulevard, Suite 650
Tampa, Florida 33760

Via Email: zcross@bayerunited.com

Subject: Proposal for Geotechnical Engineering Services
C Avenue Culvert
C Avenue and Funk Street
Zephyrhills, Florida
AREHNA B.Prop-25-386.REV

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Description

The project site is located east of the intersection of C Avenue and Funk Street in Zephyrhills, Florida. The project consists of replacing the existing 60-inch RCP with a 6'x12' box culvert.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig. Borings will need to be performed within the roadway and will require maintenance of traffic (MOT).

Scope of Services

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Box culvert analysis including bearing capacity, settlement, and stability analysis.
- General geotechnical recommendations for the proposed construction.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain City of Zephyrhills ROW/MOT permits to perform the requested services within the existing roadway, if required.

- Provide Maintenance of Traffic in accordance with Florida Department of Transportation (FDOT) Standard Indices, as needed.
- Perform one Standard Penetration Test (SPT) boring to a depth of 30 feet at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform one hand auger boring extending to an approximate depth of 10 feet below existing ground surface or auger refusal.
- Dynamic Cone Penetrometer (DCP) will be performed at the hand auger location. The hand auger boring will be backfilled with soil cutting and the roadway will be patched with asphalt cold patch.
- Box Culvert analysis.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications including corrosion testing.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, any permits will be obtained, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately one day to complete, weather and access permitting. Our signed and sealed report should be available approximately three weeks after completion of the fieldwork.

Service Fee

We propose to complete our geotechnical engineering services for a not to exceed (NTE) fee of \$9,963.50. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,
AREHNA Engineering, Inc.



Andy Tao, P.E.
Senior Geotechnical Engineer



Kirk M. Eastman, P.E.
Senior Geotechnical Engineer

Attachments: Fee and Staff Hour Estimate





Fee Estimate

Proposal No.	Proposal Date
B.Prop-25-386.REV	1/8/2026
Project Name	
C Avenue Culvert	

PREPARED BY	PRIME
AT	Bayer United
CIP	

SCOPE SUMMARY			
Item	Quantity	Depth (ft)	Total
SPT Borings (5ft Intervals)	1	30	30
Hand Auger w/DCP	1	10	10

A. ENGINEERING SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	SUBTOTAL
MAT Senior Engineer	2	Hour	\$ 235.00	\$ 470.00
MAT Engineer	4	Hour	\$ 185.00	\$ 740.00
MAT Engineer Intern	15	Hour	\$ 120.00	\$ 1,800.00
MAT CADD/Computer Technician	6	Hour	\$ 110.00	\$ 660.00
MAT Senior Engineering Technician	4	Hour	\$ 90.00	\$ 360.00
MAT Engineering Technician	4	Hour	\$ 70.00	\$ 280.00
MAT Secretary/Clerical	5	Hour	\$ 65.00	\$ 325.00
TOTAL ENGINEERING SERVICES				\$ 4,635.00
B. FIELD & LAB SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL COST
418 Geo Drill Crew Support Vehicle	1	Day	\$ 270.00	\$ 270.00
440 Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	30	LF	\$ 8.25	\$ 247.50
446 Geo HA Auger with DCP (0-50 ft) ASTM D1452	10	LF	\$ 30.00	\$ 300.00
478 Geo SPT Truck/Mud Bug 0-50 Ft	30	LF	\$ 18.50	\$ 555.00
514 Geo Truck/Mud Bug Mobil (30 miles straightline distance)	1	Each	\$ 740.00	\$ 740.00
805 Soils Corrosion Series FM 5-550 through 5-553	2	Test	\$ 294.00	\$ 588.00
811 Soils Liquid Limit AASHTO T89	1	Test	\$ 76.00	\$ 76.00
812 Soils Materials Finer than 200 Sieve FM 1-T011	2	Test	\$ 60.00	\$ 120.00
817 Soils Moisture Content Laboratory AASHTO T265	2	Test	\$ 25.00	\$ 50.00
826 Soils Plastic Limit & Plasticity Index AASHTO T90	1	Test	\$ 82.00	\$ 82.00
Subcontracted MOT Services	1	Day	\$ 2,300.00	\$ 2,300.00
TOTAL FIELD AND LAB SERVICES				\$ 5,328.50

For specific questions regarding this proposal, please contact:

Andy Tao

Estimate Total \$ **9,963.50**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: C Avenue Culvert
 County: Hillsborough County
 CIP:

Consultant Name: AREHNA Engineering, Inc.
 Prime Consultant: Bayer United
 Date: 1/8/2026
 Estimator: Andy Tao

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	MAT Senior Engineer	MAT Chief Engineer	MAT Principal Engineer	MAT Engineer	MAT Geologist Professional	MAT Engineer Intern	MAT CADD/Computer Technician	MAT Senior Engineering Technician	MAT Engineering Technician	MAT Technical Secretary	MAT Secretary/Clerical	SH Activity	Salary Activity	Average Task
35. Geotechnical	40	0	2	0	0	4	0	15	6	4	4	0	5	40	\$4,635.00	\$115.88
Total Staff Hours	40	0	2	0	0	4	0	15	6	4	4	0	5	40		
Total Staff Cost		\$0.00	\$470.00	\$0.00	\$0.00	\$740.00	\$0.00	\$1,800.00	\$660.00	\$360.00	\$280.00	\$0.00	\$325.00		\$4,635.00	\$115.88

Check = \$4,635.00

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					\$4,635.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
SUBTOTAL ESTIMATED FEE:					\$4,635.00
Survey (Field)	0	4-person crew	\$ - / day		\$0.00
Geotechnical Field and Lab Testing					\$5,328.50
SUBTOTAL ESTIMATED FEE:					\$9,963.50
OTHER SERVICES					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$9,963.50

Representing	Print Name	Signature / Date
Hillsborough County		
AREHNA Engineering, Inc.	Andy Tao	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	0	0	Not Applicable
35.2	Develop Detailed Boring Location Plan	LS	1	0	0	Not Applicable
35.3	Stake Borings/Utility Clearance	Boring	0	0	0	Not Applicable
35.4	Muck Probing	Crew Day	0	0	0	Not Applicable
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	Not Applicable
35.6	Drilling Access Permits	Location	0	0	0	Not Applicable
35.7	Property Clearances	EA	0	0	0	Not Applicable
35.8	Groundwater Monitoring	EA	0	0	0	Not Applicable
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	Not Applicable
35.10	Coordination of Field Work	100 lf of boring	0	0	0	Not Applicable
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0	0	0	Not Applicable
35.12	Design LBR	LS	1	0	0	Not Applicable
35.13	Laboratory Data	100 lf of boring	0	0	0	Not Applicable
35.14	Seasonal High Water Table	Boring	0	0	0	Not Applicable
35.15	Parameters for Water Retention Areas	EA	0	0	0	Not Applicable
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	Not Applicable
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	Not Applicable
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	Not Applicable
35.19	Monitor Existing Structures	LS	1	0	0	Not Applicable
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	Not Applicable

35.21	Geotechnical Recommendations	LS	1	0	0	Not Applicable
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	Not Applicable
35.23	Preliminary Roadway Report	LS	1	0	0	Not Applicable
35.24	Final Report	EA	0	0	0	Not Applicable
35.25	Auger Boring Drafting	100 lf boring	0	0	0	Not Applicable
35.26	SPT Boring Drafting	100 lf boring	0	0	0	Not Applicable
Roadway Geotechnical Subtotal					0	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	1	1	1 SPT to 30', 1 HA/DCP to 10'
35.28	Stake Borings/Utility Clearance	Boring	2	1	2	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	1	2	2	
35.30	Drilling Access Permits	Location	1	3	3	
35.31	Property Clearances	EA	0	0	0	Not Applicable
35.32	Collection of Corrosion Samples	EA	2	0.5	1	
35.33	Coordination of Field Work	100 lf of boring	0.4	2	1	
35.34	Soil and Rock Classification - Structures	100 lf of boring	0.4	2	1	
35.35	Tabulation of Laboratory Data	100 lf of boring	0.4	2	1	
35.36	Estimate Design Groundwater Level for Structures	EA	1	1	1	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	Not Applicable
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	Not Applicable
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	Not Applicable
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	Not Applicable
35.41	Walls	Wall Boring	0	0	0	Not Applicable
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	Not Applicable
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	Not Applicable
35.44	Box Culvert Analysis	EA	1	6	6	

35.45	Preliminary Report - BDR	EA	0	0	0	Not Applicable
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	Not Applicable
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	10	10	
35.48	SPT Boring Drafting	100 lf of boring	0.4	10	4	
35.49	Other Geotechnical	LS	1	0	0	
Structural Geotechnical Subtotal					33	
Geotechnical Technical Subtotal					33	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	0	0	
35.52	Technical Meetings	LS	1	2	2	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	7%	2	
35.54	Supervision	LS	%	5%	2	
Geotechnical Nontechnical Subtotal					6	
35.55	Coordination	LS	%	3%	1	
35. Geotechnical Total					40	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	1	1			0
Boring Layout Approval	EA	1	1	1			0
Attend in BDR Review Meeting	EA	0	0	0			0
30/60/90% Submittal Review	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				2		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				2	Total Project Manager Meetings (carries to Tab 3)		0

CONSENT ITEMS 1.4

Amendment 3 to DEO Grant Agreement HL258 (24-24-03), Zephyr Park Improvements

Issue:

Amendment 3 to DEO Grant Agreement HL258 (24-24-03), Zephyr Park Improvements

Background:

With Amendment 2 the remaining grant funds were allocated to pre-construction design and engineering costs as we prepare for the rehab of Zephyr Park so we can maximize the total \$600,000 in State Appropriation. Unfortunately, the pre-construction design and engineering costs are already being funded by ARPA grant funds and we are not allowed to double-dip on grant funds. After coordinating with the FDEO we have gone back to the original grant construction activities since all the items listed below will be done during the Zephyr Park construction. The City requested an amendment to Grant Agreement No. HL258 as follows:

1. Remove Task #3 - Pre-Construction Design and Engineering Costs
2. Add - Purchase and install playground equipment
3. Add - Construct Pavillion
4. Add - Renovate Parking Lot
5. Add - Renovate/Replace Restrooms
6. Amend the current agreement period "Expiration Date" (June 30, 2026) to December 31, 2027 to allow the proposed 18 month schedule for Zephyr Park construction to be completed.

Attachment(s):

1. Agreement_HL258-A3_City_of_Zephyrhills

Fiscal Impact:

\$600,000 State Appropriation. Remaining Grant Funds available for reimbursement is \$518,377.85.

Staff Recommendation:

Staff recommends approval for Amendment 3 to HL258.

**AMENDMENT THREE
TO AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
CITY OF ZEPHYRHILLS**

On January 30, 2024, the State of Florida, Department of Commerce (“Commerce”) and the City of Zephyrhills (“Grantee”), entered into an Agreement HL258 for City of Zephyrhills Zephyr Lake Park Center Project. Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Section D, Modification of the Agreement provides that any amendment or modification to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Agreement was previously amended on July 30, 2025 and January 14, 2026; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and is replaced with the following:

This Agreement is effective as of July 1, 2023 (the “Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2027 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination is the “Agreement Period.”

2. Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the revised Attachment 1 attached hereto.
3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HL258 as amended. This Amendment is effective on the date the last Party signs or on December 31, 2025, whichever happens earlier.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF ZEPHYRHILLS

By _____
Signature
J. Alex Kelly

By _____
Signature

Title **Secretary**

Title

Date

Date

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1

SCOPE OF WORK

A. PROJECT DESCRIPTION: For State Fiscal Year 2023-2024, the Florida Legislature appropriated Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) in Specific Appropriation line 2341A, from the General Revenue Fund of the General Appropriation Act (“GAA”) to the City of Zephyrhills (“Grantee”) for the City of Zephyrhills’ Zephyr Lake Park Center Project (“Project”).

Funding under this Agreement will be used for the construction activities for a 55-acre regional park. The location of the park will provide a connection to downtown Zephyrhills while fostering the expansion of economic development in the business district. Zephyr Lake Park will complement the City's character and serve to unify the population by providing public space that meets the requirements of many.

B. GRANTEE RESPONSIBILITIES Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

- 1) Submit to Commerce’s Agreement Manager a copy of the final Design, Engineering and Construction Plans for the project.
 - a. Complete the following construction activities:
 - i. Complete and submit Arborist Report
 - ii. Removal and/or pruning of trees in accordance with Arborist Report
 - iii. Purchase and install playground equipment
 - iv. Construct Pavillion
 - v. Renovate Parking Lot
 - vi. Renovate/Replace Restrooms
- 2) Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the Project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee’s policies and procedures, and with applicable law.
- 3) In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.
- 4) Provide a minimum of One Million Dollars and Zero Cents (\$1,000,000.00) in local and other match as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee’s claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE’S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 Construction Activities for Zephyr Lake Park

Tasks	Minimum Level of Service	Financial Consequences
<p>Grantee shall complete the construction activities in accordance with Section B. of this Scope of Work.</p>	<p>Grantee may request reimbursement upon completion of the construction activities in accordance with Section B of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress (if applicable); and c. Invoice package in accordance with Section F. of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service will result in non-payment.</p>
		Deliverable 1 - \$600,000.00
TOTAL AWARD NOT TO EXCEED: \$600,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee’s project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise

and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.

3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. [If applicable] **Annual Report:** The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

- d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
 4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
 5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
 6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

CONSENT ITEMS 1.5

Amendment 3 to DEP Grant Agreement LPQ0029 (24-22-01), South 301 Wastewater Redevelopment

Issue:

Amendment 3 to DEP Grant Agreement LPQ0029 (24-22-01), South 301 Wastewater Redevelopment

Background:

The City was awarded \$650,000 through the Florida Department of Environmental Protection (FDEP) in 2022 (Agreement No. LPQ0029). Grant amendment #3 will extend the grant to March 31, 2026 to allow the last few expenditures to get paid to all contractors as this project is nearing completion. It will also recategorize \$6,000 from Project Management to Construction to maximize our grant reimbursement.

Attachment(s):

1. LPQ0029 Amendment 3

Fiscal Impact:

\$650,000 DEP.

Staff Recommendation:

Staff recommends approval for Amendment No. 3 to LPQ0029.

**AMENDMENT NO. 3
TO AGREEMENT NO. LPQ0029
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF ZEPHYRHILLS**

This Amendment to Agreement No. LPQ0029 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Zephyrhills (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Zephyrhills South 301 Wastewater Re-development (Project), effective June 21, 2022; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested an extension of the Agreement to finalize the final payment request; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to November 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
3. Exhibit J, OSTDS/EHD Grants Data Collection Tool, as attached to this Amendment, is hereby incorporated into the Agreement.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF ZEPHYRHILLS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Charles E. Proctor, Council President
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Cierra Kuchar, DEP Grant Manager

Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

**ATTACHMENT 3-3
REVISED GRANT WORK PLAN**

PROJECT TITLE: Zephyrhills South 301 Wastewater Re-development

PROJECT LOCATION: The Project will be located in the City of Zephyrhills within Pasco County; Lat/Long (28.2336, -82.1812). See Figure 1 for a location map.

PROJECT BACKGROUND: The wastewater service area for the City of Zephyrhills (Grantee) does not include the area south of C Avenue along the US Highway 301 Commercial Corridor. The Grantee has identified that constructing wastewater infrastructure in this area will allow for existing septic systems to be eliminated and prevent the installation of future septic systems. The project will consist of two phases. Phase 1 will include the construction of wastewater infrastructure, and phase 2 will include the conversion of up to 99 commercial and/or residential septic systems to a low-pressure sewer system. The completion of phase 2 will reduce nutrient loading by up to 964 lb/yr for total nitrogen and 101 lb/yr for total phosphorus. The project will also provide up to 0.025 MGD of additional reclaimed water supply and benefit the Hillsborough River Basin MFL by reducing groundwater use.

PROJECT DESCRIPTION: The Grantee will construct wastewater infrastructure that will include the installation of approximately 7,500 LF of force main from C Avenue to Tucker Road.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of wastewater infrastructure from C Avenue to Tucker Road and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the wastewater infrastructure.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management related to Zephyrhills South 301 Wastewater Re-development, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct wastewater infrastructure from C Avenue to Tucker Road in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$60,000	\$64,370.00	07/01/2021	09/30/2025
		Miscellaneous/ Other Expenses	\$0	\$50.00		
2	Bidding and Contractor Selection	Contractual Services	\$5,000	\$10,489.11	07/01/2021	09/30/2025
		Miscellaneous/ Other Expenses	\$0	\$69.56		
3	Project Management	Contractual Services	\$29,000.00	\$29,000.00	07/01/2021	03/31/2026
4	Construction	Contractual Services	\$556,000.00	\$546,021.33	07/01/2021	03/31/2026
Total:			\$650,000	\$650,000		
Percentage Match:			50%	50%		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit J
OSTDS/EHD Grants Data Collection Tool**

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/>

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide>

PUBLIC HEARING 2.1

Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment
RESOLUTION No. 866-26 " **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers ResolutionNo. 866-26

Issue:

Applicant is requesting a text amendment to a prior resolution for consideration of a change of a condition requiring the hotels to include a full-service restaurant. The condition is being amended to no longer require a full-service restaurant but still require breakfast / package foods to be available.

Background:

Attachment(s):

1. RESOLUTION 866-26 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment (38984087v1)
2. RESOLUTION 866-26 - Exhibit A - Wire Ranch Hotels Conditional Use Approval 2026

Fiscal Impact:

NA

Staff Recommendation:

Approval

RESOLUTION NO. 866-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 10, 2025, the City Council of the City of Zephyrhills adopted Resolution No. 847-25, approving a conditional use to exceed the height limitations of the C1 (Neighborhood Commercial) zoning district to allow an increase to a maximum height of forty-eight feet (48') on hotel buildings to be located on approximately 8.52 acres (MOL) of real property generally located on the east of US 301, and north of Kossik Road with the parcel ID no: 26-25-21-0000-00700-0000 (the "Subject Property"); and

WHEREAS, Resolution No. 847-25 was approved for the benefit of Wareco-Pasco I, LLC (the "Applicant"), and the Applicant's successors and/or assigns, and only for the use to construct two hotels with a maximum height of forty-eight feet (48') as specified within the application, subject to the conditions stated therein; and

WHEREAS, Resolution No. 847-25 provided that the conditional use was subject to, among other things, the additional conditions outlined on Exhibit "A" attached thereto; and

WHEREAS, the City Council now desires to amend Resolution No. 847-25 by modifying Exhibit "A" thereto; and

WHEREAS, the City Council has determined that such amendment is consistent with the Comprehensive Plan of the City of Zephyrhills, as amended, and the City of Zephyrhills Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA:

- Section 1.** The foregoing recitals are incorporated herein by reference and made a part hereof.
- Section 2.** Exhibit "A" to Resolution No. 847-25 is hereby amended and replaced in its entirety with the revised Exhibit "A" attached hereto and incorporated herein by reference.
- Section 3.** Except as specifically amended hereby, all terms, conditions, and provisions of Resolution No. 847-25 shall remain in full force and effect. In the event of any conflict between the provisions of this Resolution No. 866-26 and Resolution No. 847-25, the provisions of this Resolution No. 866-26 shall control.
- Section 4.** The conditional use approved under Resolution No. 847-25 shall continue to run with the Subject Property and shall inure to the benefit of and be binding upon Wareco-Pasco I, LLC, as owner, and its successors and assigns, subject to the conditions as amended herein. All references to

"Applicant" herein shall mean Wareco-Pasco I, LLC and its successors and assigns.

Section 5. The City Council does hereby expressly find that the provisions of this Resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

Section 6. This Resolution No. 866-26 shall take effect immediately upon its adoption.

This Resolution No. 847-25 shall run with the subject property and shall inure to the benefit of and be binding upon Wareco-Pasco I, LLC., as owner, and its successors and assigns. All references to "applicant" herein shall mean Wareco-Pasco I, LLC. and its successors and assigns.

The foregoing Resolution No. 866-26 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of March 2026.

Attest:

Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Resolution No. 866-26 was approved by me this 9th day of March 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content for the
sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

Exhibit A
Conditions to Resolution 847-25

1. Any hotel to be constructed on the Property shall have, within the hotel building itself, food service, including breakfast, and pre-packaged or pre-prepared food and meals available for purchase on site throughout the day and evening~~a full-service restaurant~~, along with conference/banquet facilities. Additionally, the following designed standards must be met:
 - a. Multiple exterior primary surface paint colors.
 - b. Architectural and design accoutrements and various construction to break up monotony of a standard construction.
 - c. Roofline elements to provide varying roofline for aesthetic appeal.
 - d. Building frontage architectural offsets to provide additional architectural design and details to for aesthetic appeal.
 - e. Covered portico drive thru entrance.
2. Any hotel to be constructed on the Property shall not exceed forty-eight feet (48') in height.
3. Pursuant to the proposed project plans provided with this application, the Property, along with the parcel adjoining the Property immediately to the east, ("Townhome Parcel") shall be accessed by a privately maintained access from US 301 (the "Access Parcel"). Such Access Parcel shall be privately constructed and maintained by the Property owner, and the Townhome Parcel owner, and shall be constructed and maintained to City standards. Coordination of the construction and maintenance shall be by private agreement.
4. The hotel project shall provide the appropriate agreements for construction and maintenance of the drainage and stormwater retention that will be shared with and located on the Townhome Parcel. The issuance of any permit for the Property is contingent upon the Property Owner providing City with the property agreements with Townhome Parcel for stormwater drainage and retention as well as agreements for the construction and maintenance of the stormwater facilities proposed to be shared with the Townhome Parcel.
5. Property Owner shall use its best efforts to preserve trees on the Property along US 301.
6. Provide a perimeter type C landscape buffer.
7. Property Owner will cooperate with the City to provide an area for a potential future walking trail along the eastern perimeter of the Property, if feasible, based on engineering and safety considerations.

BUSINESS ITEMS 3.1

Increase in Historic Preservation Grant from \$5K to \$7.5K

Issue:

Increase in Historic Facade Grant for both Residential and Non-Residential properties.

Background:

This resolution is to update the Historic Facade Grant for Residential and Non-Residential properties. The current Facade Grant is a matching grant that goes up to \$5,000. Since the Historic Facade Grant was instituted, the cost of construction and repairs have gone up significantly. In 2010, the cost of replacing a standing seam aluminum roof for a 1,200 square foot home would range between \$6,000 and \$10,800, while the current costs range from \$12,000 to \$21,600. Similar cost increases are seen across the board for construction and repairs.

Despite the increase in associated costs of construction, the issued Historic Facade Grants have never exceeded 1/3rd of the funds allocated to the Historic District in a given year. Since 2025, the Historic Facade Grant has totaled \$75,000 in issued funds while the Historic District is allocated between \$50,000 and \$70,000 annually.

The Historic Preservation Board voted to recommend an increase from \$5,000 to \$7,500 for the Historic Facade Grant.

Attachment(s):

1. Historic District Grant Increase
2. Draft 2026 Facade Grant and COA Application

Fiscal Impact:

No increase in the budget for the Historic Preservation Board is required or proposed. Net decrease in costs to property owners as the grant will allow for more of the cost of work on their property.

Staff Recommendation:

Staff recommends approval of the resolution as presented.



Historic Preservation Incentives

**Updates to the Historic Façade Grant program and
potential alternative incentives**

Current Incentives

The adopted ordinance allows for the Historic Preservation Board to utilize the following incentives to encourage preservation:

- Financial incentives – currently a \$5,000 matching grant for repairs
- Assistance with nomination to the National Register
- Variances from building codes, setbacks, lot minimums, buffers, and other Land Development Code regulations
- Assisting property owners in obtaining federal and state tax incentives



Proposed Incentive Changes

Increase to current Historic Façade Residential Grant and Historic Façade Non-Residential Grant

- Increasing the Historic Façade Grant from \$5,000 to \$7,500
- Allow for roofs to be included in grants
 - Roofs are required to be maintained in order to keep the contributing status of the property on the Historic Property Register



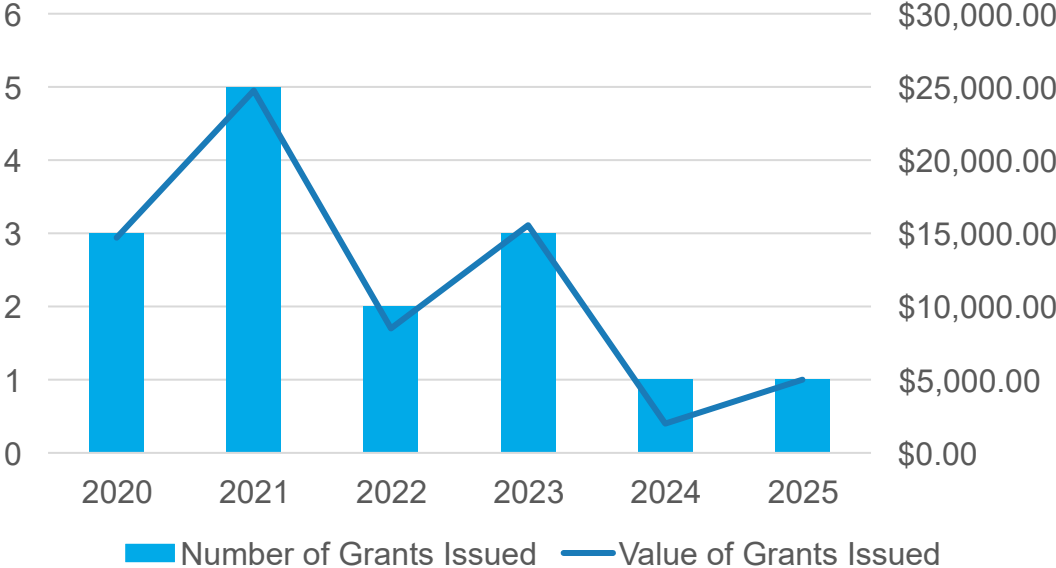
Increasing the Historic Façade Grant

Based on current incentive utilization there is room within the Historic Preservation budget to increase the maximum amount of funding available to each matching grant.

The Historic District is allocated ~\$70,000 annually. Since 2020, 15 grants were issued totaling \$75,000.

With the recommendation of the Board staff can change the Grant application and prepare a presentation for City Council to inform them of the changes.

Grants Issued and \$ Disbursed



Questions?



City of Zephyrhills

Historic Façade Improvement Matching Grant Program

INTRODUCTION & PURPOSE

The purpose of the Historic Façade Improvement Matching Grant is to address areas of certain decline and encourage revitalization, rehabilitation and preservation of historic properties by providing funds for property owners to repair and rehabilitate the exterior of designated historic properties or contributing structures within a designated historic district, as identified in the Zephyrhills Local Register of Historic Places.

The program provides matching grants for repair, rehabilitation and/or restoration of facades and make eligible repairs particularly that correct code deficiencies, preserve or restore the historic character and integrity, and improve the appearance of historic properties. It is an incremental approach to continue revitalization efforts by improving the appearance and stabilizing property values of historic properties and neighborhoods.

...

The Historic Façade Improvement Matching Grant Program grew out of concepts presented to the Historic Preservation Board, appointed by the Zephyrhills City Council by Ordinance No. 774-01. The program was developed in response to a need identified by the Historic Preservation Board for additional funding to encourage the improvement and rehabilitation of historic buildings. The City of Zephyrhills does not directly, indirectly, or contingently obligate itself to make any appropriation of any kind or pledge any form of taxation to support this program. The guidelines contained herein provide the procedures for administration of the Historic Façade Improvement Program.

ASSISTANCE: Residential Matching Grant

Assistance may be provided to eligible owners of historic residential properties to provide assistance for repairing, preserving, rehabilitating or restoring the exterior façade, and/or for correcting identified building code violations, including safety and structural issues, of eligible residential properties. Matching grants up to \$7,500 per building may be provided to assist eligible property owners with up to 50% of project costs required to complete repairs, preservation, rehabilitation and/or restoration. Maximum grant awards shall not exceed \$7,500 per fiscal year. Prior to the City committing any funding for an eligible project, the applicant must provide evidence to the city that any match to complete the project has been secured.

- **Reimbursable Expenses:** Eligible expenses under the Residential Historic Façade Matching Grant shall include:
 - Painting and associated preparation of exterior architectural features and elements;
 - Work to awnings, canopies, balconies, and porches;
 - Work to correct building code violations;
 - Repairs, rehabilitation, preservation, restoration and/or replacement in-kind of historic windows, exterior walls (i.e., siding, stucco, masonry);
 - Structural system repairs;
 - Lead and/or asbestos abatement;
 - Roof material (cladding) replacement;
 - Structural and architectural features of roofs;
 - Architectural and/or engineering fees, if included as part of the approved project;

All work shall comply with the City's adopted Historic Design Guidelines, CRA Design Standards, and the U.S. Secretary of the Interior's Standards.

- **Ineligible Expenses:** Expenses not eligible under this grant program include:
 - Termite and other pest-control treatments;
 - HVAC and other mechanical systems;
 - Interior alterations;
 - Fences, landscaping or hardscaping;
 - New construction or additions;
 - Replacement features and/or materials inconsistent with the City's and U.S. Secretary of the Interior's Standards;
 - Work completed without a certificate of appropriateness and/or proper permit; and
 - Any work inconsistent with the City's adopted Historic Design Guidelines or the U.S. Secretary of the Interior's Standards

GENERAL PROGRAM REQUIREMENTS

Project Eligibility & Selection Criteria: Applications shall be evaluated for eligibility by the Historic Preservation Board and its staff based on the following criteria:

1. The proposed project and expenses are for a RESIDENTIAL historic property or contributing structure located within a designated historic district; or are a historic property determined eligible for, but not currently listed on the local register or the National Register of Historic Places in accordance with the criteria of Ordinance No, 774-01, as amended, provided designation of the property is a completed prior to disbursement of any funding.
2. The proposed project and expenses meet the eligibility criteria of the grant program, as well as all applicable federal, state, and local regulations and policies.
3. The proposed project meets the City's Historic Design Standards and the U.S. Secretary of the Interior's Standards.
4. The proposed project meets applicable Zephyrhills Community Redevelopment Agency (CRA) Design Standards and has been approved by the CRA.
5. The subject property or applicant is not the subject of an active Code Enforcement violation, unless the applicant provides evidence that the violation was not a result of their own actions or inactions.
6. The property owner or applicant has not received prior funding for the subject property under this program during the same fiscal year (October 1 to September 30).

Application Requirements: Applications (attached hereto) may be submitted to the Historic Preservation Board through its staff in the Planning Department. Applications shall include the following information:

1. Name, telephone number, and address of the property owner.
2. Name, telephone number, and address of the applicant, *if different from the owner*.
3. Name, telephone number, and address of the contractor or other professional conducting work associated with the project.
4. Application for a Certificate of Appropriateness.
5. Color photographs and aerial photograph or survey (diagram) of the property, showing the relationship of buildings to the subject property and the subject property to surrounding properties; streets and the neighborhood.
6. Purpose for which funds are requested.
7. Estimated cost of the entire proposed project.
8. Requested funding amount and applicant's match.

Grant Agreement: Upon the award (approval) of funding under this program, the applicant shall enter into a written agreement with the city which outlines the duties and responsibilities of both the city and the applicants.

Disbursement Requests: Funds awarded under this program shall be disbursed upon completion of the approved project, upon inspection and approval of such completed projects by the City, the Historic Preservation Specialist, and the Building Department. Grant recipients must provide documentation of project expenditures, including, but not limited to copies of canceled checks and contractor invoices or vendor receipt. The City will pay up to 50% of eligible project expenses submitted on each request for reimbursement, up to but not exceeding the maximum grant award (\$7,500). Requests for reimbursement may be submitted upon completion.

General Award Conditions/Limitations: Assistance provided under this program shall be subject to the following conditions:

1. Assistance shall be limited to one grant per historic property per fiscal year.
2. The maximum grant award shall be \$7,500 for all approved work under a RESIDENTIAL Historic Façade Improvement Matching Grant, unless otherwise approved.
3. Funds shall be awarded on a first-come, first-served basis. It is recommended that prospective applicants contact the city to check the availability of funding prior to application.
4. Projects must be approved by the Historic Preservation Board established by the city, and comply with all applicable city ordinances, building codes, and land development codes.
5. Applicants shall seek and obtain a Certificate of Appropriateness, and if necessary a building permit, from the city prior to commencement of any work.
6. Projects must be completed within 9 months of approval, unless otherwise authorized by the Board. Extension(s) for an additional 6 months may be granted for delays caused by acts or neglect by the city or any contractor employed by the city, labor disputes, epidemics, fires, floods, extreme weather conditions, or other natural disasters.
7. Any amendments or deviation from the approved project or approved certificate of appropriateness shall require approval from the Board to remain eligible for reimbursement under this program. Any deviation from the approved project or certificate of appropriateness, or any work performed, without approval from the Board or its staff as may be applicable, shall render any agreement to funding under this program as null and void.
8. The recipient of monies provided under this program shall not discriminate on the basis of race, creed, religion, color, age, sex, marital or family status, national origin or handicap conditions in the lease, use or occupancy of any building funded hereunder.

All conditions and approvals must be in writing. All verbal communication between planning staff and applicants is non-binding and shall be followed up with written communication for confirmation and clarification purposes. Proposed work for which grant funds are being requested shall not commence under any circumstances until such time as the grant has been officially rewarded. Any work that is conducted without written authorization shall be considered unauthorized and will result in grant funds being withheld. The city shall not recognize verbal agreements of any kind.



**City of Zephyrhills
Historic Preservation Board**
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for

CERTIFICATE OF APPROPRIATENESS

REQUIRED SUPPORT MATERIALS

- Detailed plans (site plans and architectural renderings/elevations), *if applicable*
- Color and material samples/examples and/or specifications
- Color photographs of the property and specific areas to be addressed, in their current condition.
- Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior's Standards, and CRA Design Standards.



APPLICANT INFORMATION

***Property Owner:** _____

*Mailing Address: _____

*Email Address: _____ *Phone #: _____

Applicant, if different: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

SUBJECT PROPERTY INFORMATION

*Address: _____

Designation Name: _____ District Name: _____

*Parcel/Tax ID #: _____ *Acreage: _____

*Property Type: Owner-Occupied Rental Vacant Other: _____

*Square Footage: _____ *Number of Stories/Floors: _____

Construction Year: _____ Architectural Style: _____

*Exterior Wall Materials: Brick Wood Horizontal Siding Asbestos
 Concrete Block Wood Vertical Siding Vinyl
 Stone Wood Shingles Aluminum/Metal
 Stucco Other: _____

*Roof Materials: Asphalt/Composition Shingles Metal: 5V Crimp, Standing Seam, etc.
 Asbestos Other: _____



**City of Zephyrhills
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Application for

CERTIFICATE OF APPROPRIATENESS

PROPOSED PROJECT: Alterations/Changes

***Project Type:** Please check all that apply.

- | | |
|--|--|
| <input type="checkbox"/> Repairing existing Structure(s) | <input type="checkbox"/> Paint |
| <input type="checkbox"/> Restoration / Rehabilitation | <input type="checkbox"/> Interior Work Only |
| <input type="checkbox"/> New Construction / Addition | <input type="checkbox"/> Excavation / Ground Disturbing Activities |
| <input type="checkbox"/> Relocation / Moving a Structure | <input type="checkbox"/> Fencing / Landscaping |
| <input type="checkbox"/> Demolition | |

***Project Description:** Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. Attach an additional sheet if necessary.

***Effected Elements:** Please check any structural systems or elements that will be affected by this project.

- | | |
|---|--|
| <input type="checkbox"/> Walls / Structural | <input type="checkbox"/> Steps or Stairways |
| <input type="checkbox"/> Roof | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Doors |
| <input type="checkbox"/> Siding / Stucco / Façade Work | <input type="checkbox"/> Painting / Finishes |
| <input type="checkbox"/> Porches / Entryways / Porte-Cocheres | <input type="checkbox"/> Decorative Architectural Details / Elements |

I certify that the information provided above is true and accurate to the best of my knowledge. I understand and acknowledge that any false information or deviation from the original documents may render a certificate issued under this application null and void, unless approved by the Historic Preservation Board and/or its staff, as may be applicable.

Signature

Date

Print Name



**City of Zephyrhills
Historic Preservation Board**
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for
**HISTORIC FAÇADE
GRANT**

REQUIRED SUPPORTIVE MATERIAL

- Detailed plans (site plans and architectural renderings/elevations), *if applicable*.
- Color and material samples/examples and/or specifications.
- Color photographs of the property and specific areas to be addressed, in their current condition.
- Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior’s Standards, and CRA Design Standards.
- Cost Estimates, from a licensed contractor, architect and/or engineer, for all proposed work.



APPLICANT INFORMATION

***Property Owner:** _____

*Mailing Address: _____

*Email Address: _____ *Phone #: _____

Applicant, if different: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

How did you hear about this program? _____

Have you received prior funding under this program in the last 12 months? Yes No

SUBJECT PROPERTY INFORMATION

*Street Address: _____

Designation Name: _____ District Name: _____

*Parcel/Tax ID #: _____ *Acreage: _____

*Construction Year: _____

Is the property listed on a Local, State, or National Historic Registry? Yes No

If no, are you in the process of applying for listing on a historic registry? Yes No



**City of Zephyrhills
Historic Preservation Board**
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for
**HISTORIC FAÇADE
GRANT**

PROJECT PROPOSAL

***Brief Description:** *Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. Attach an additional sheet if necessary.*

***Estimated Total Project Cost:** \$ _____ ***Funding Amount Requested:** \$ _____
***Estimated City Match:** \$ _____
***Estimated Project Start Date:** _____ ***Estimated Project Completion Date:** _____

I certify that the information provided above is true and accurate to the best of my knowledge. I further acknowledge and agree to abide by the terms and conditions of this program as presented in the program guidelines.

Signature

Date

Print Name

BUSINESS ITEMS 3.2

Kimley Horn Work Order Approval for KH26-176 Go Pasco Zephyrhills Bus Stops Phase 2.
Work order amount \$47,820.

Issue:

Background:

Approval for Kimley-Horn Work Order for Go Pasco Zephyrhills Bus Stops Phase 2. Work Order price is \$47,820. Scope of work will include Gall Blvd & C Ave (Northbound), US301 Townview Apartments (Northbound) and Fort King Rd & St. Jovita Street (Northbound).

Attachment(s):

1. Work Order 26 -176 Go Pasco Bus Stops - Phase 2

Fiscal Impact:

Move \$50,000 from Penny for Pasco Contingency 10014100-599100 to Special Revenue Fund - Penny for Pasco Streets - Contractual Services 10014100-534000.

Staff Recommendation:

Staff is recommending approval

WORK ORDER NO. 26-176
Pursuant to Continuing Service Contract Engineering
Services Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this 10 day February, 2026, is Work Order No. 26-176 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as “City” or “Client”), and Kimley-Horn and Associates, Inc., (hereinafter referred to as “Kimley-Horn” or “Consultant”), dated November 27, 2018.

WHEREAS, the City and the Consultant entered into an Agreement to provide Continuing Services for Engineering Services; and

WHEREAS, the Agreement provided that the City would make individual technical service requests of the Consultant; and

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties, it is mutually understood and agreed as follows:

I. General Scope of this Work Order

The Consultant will be responsible for providing professional and technical services as requested by the City. These services will focus on development of engineering and design plans for GoPasco Bus stops within the City of Zephyrhills City limits, as discussed in Section II.

The scope of work will include an initial set of construction documents to be developed for three (3) selected locations. The three candidate (3) sites identified for these bus stops are as follows:

- 1586 - Gall Boulevard & C Avenue - (Northbound)
- 1591 - US 301 Townview Apartments - (Northbound)
- 1905 - Fort King Road & St. Jovita Street - (Northbound)

The Consultant will be responsible for ensuring that all necessary documentation and plans are prepared for these bus stop locations in accordance with the project requirements.

II. Scope of Work

The following scope of work is summarized as follows:

Pursuant to the City’s request, Kimley-Horn has prepared the following Scope of Services for this project. Kimley-Horn proposes the following tasks to the City to provide Civil Engineering services for the requested bus stops.

TASK	DESCRIPTION
1	<p>Sub-consultant – MRIC – This survey will include an approximate surveyed area of 50’ x 200’ that will include topographic information, right-of-way, easements, above ground utilities, for three (3) bus stops locations as listed above. Right-of-way lines shall be mapped from public records and field control. Elevations shall be collected in a manner sufficient to generate one (1) foot contours. Visible evidence of utilities shall be located. Associated easements shall be mapped per documentation. All trees and landscape area within the areas shall be located. All work shall be in accordance with the standards of practice as set forth by Chapter 5J-17 of the Florida Administrative Code.</p>
2	<p>Civil Construction Documents – Kimley-Horn will prepare civil engineering Construction Documents for the three (3) selected bus stops listed above. These Construction Documents will include information for the existing horizontal control, and site paving and grading. Kimley-Horn will coordinate with GoPasco on details for the bus stops. This task assumes the existing stormwater system is sufficient for the site, and no modifications to the existing system will be required. Kimley-Horn understands that no modifications to the existing utilities are proposed. This task does not include preparation of electrical engineering plans associated with site lighting.</p>
3	<p>Permitting – Kimley-Horn will prepare and submit, on the Client’s behalf, the following permit applications, provide support in requesting approvals from the jurisdictions noted below. This task includes Kimley-Horn’s attendance at one (1) FDOT Pre-Application Meeting.</p> <ul style="list-style-type: none"> • City of Zephyrhills Site Development Permit • FDOT Access and Drainage Permit • Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit Exemption (ERP Exemption)
4	<p>Construction Phase Services – Kimley-Horn will make up to two (2) site visits per bus stop to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.</p>

III. Additional Services

The following are services that are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Attendance at meetings with City and/or property owner
- Attendance at public hearings
- Additional reviews
- Stormwater Report and/or Modeling
- Additional Roadwork outside Limits of Bus Stop, (i.e. widening, turn lane, etc.)
- Maintenance of Traffic Drawings

IV. Information Provided by Client

The following information, upon which the Consultant can rely, shall be provided by the Client or the developer of the project.

- Selection of three (3) bus Stops from Task 1.

V. Compensation

The Consultant's fee for this project is summarized by work task and labor category on the attached Exhibit A. The cost for Tasks 1 through 4 will be a lump sum fee of \$47,820. The Consultant will not exceed this maximum fee unless they have received written authorization.

VI. Schedule


We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Corridor, Sub-area, and Special Transportation Studies Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

DocuSigned by:

 By: _____
6296D1FC467045D...

By: _____

Print Name: Dawn Dodge, P.E.

Print Name: William Poe

Title: Vice President

Title: City Manager

Kimley-Horn and Associates, Inc

Witness: _____

Attest: _____

EXHIBIT A
City of Zephyrhills, Florida

Man-hour Estimate

HOURS

Task / Work Description		Chief Engineer \$ 298.00	Senior Engineer \$ 230.00	Project Engineer \$ 180.00	Engineering Intern \$ 135.00	Engineering Technician \$ 118.00	Support Staff \$ 90.00	Accountant \$ 127.50	Fee
2	Sub-Consultant – MRIC								\$5,520
3	Civil Construction Documents (3) Bus Stops		55	75			4		\$26,510
4	Permitting for 3 Bus Stops		25	25			4		\$9460
5	Construction Phase Services		15	15			2		\$6330
							Total =		\$47,820

EXHIBIT B- UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

City of Zephyrhills	
Kimley-Horn and Associates, Inc.	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 298.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 215.00
Senior Professional Engineer	\$ 230.00
Senior Environmental Scientist	\$ 200.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 180.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 165.00
Engineer Intern	\$ 135.00
Senior Designer/Engineering Tech	\$ 138.00
Designer/Engineering Tech	\$ 118.00
Drafter/CADD Operator	\$ 100.00
Sr. Planner	\$ 230.00
Planner	\$ 150.00
GIS Specialist	\$ 120.00
Sr. Landscape Architect	\$ 230.00
Landscape Architect	\$ 180.00
Landscape Intern	\$ 135.00
Construction Engineer	\$ 175.00
Construction Inspector	\$ 145.00
Administrative/Clerical	\$ 90.00

UTILITIES DIRECTOR'S REPORT 4.1

Change Order Request for **(41-25-27)** HST for Additional Work for the Meter Replacement Project

Issue:

Change Order Request for HST for Additional Work for the Meter Replacement Project

Background:

During this first phase of meter change outs, it has become apparent that many of the hand valves and other PVC materials are brittle due to age and must be repaired properly. It is best to have HST do these repairs while they are already there.

Attachment(s):

1. 41-25-27 HST Utility_Executed
2. Updated Meter Pricing HST Utility Zephyrhills Fl

Fiscal Impact:

The additional costs will not exceed \$125,000.00 to bring the total amount of the project to \$450,250.00

Staff Recommendation:

It is the staff's recommendation to the City Council to approve this request as presented.

**AGREEMENT TO PIGGYBACK A CONTRACT
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT (the “Piggyback Agreement”), made this 8th day of September 2025, between **CITY OF ZEPHYRHILLS** a Florida municipal corporation, having an address of 5335 8th Street, Zephyrhills, FL 33542 (“City), and **HST Utility, Inc.**, who is authorized to do business in the State of Florida, having an address of 13703 Messina Loop, Suite 202, Bradenton, FL 34211 (“Contractor”).

WHEREAS, Contractor entered into an General Services Agreement for Water Meter Installation and Replacement Program with St. Johns County, a political subdivision of Florida (“St. Johns County”), pursuant to St. Johns County Contract #25-GSA-HST-20804, dated March 12, 2025, which was subsequently amended by Contract Amendment No: 01, dated April 7, 2025 (collectively, the “Agreement”), procured consistent with F.S. §287.057, attached hereto as *Exhibit “1”*; and

WHEREAS, the City has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured consistent with F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and


WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and St. Johns County, Florida for utilization of the same or similar services and pricing.

NOW THEREFORE, having found it to be in the public interest,

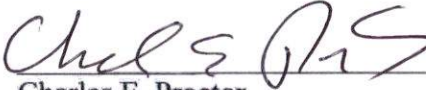
1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement.
3. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.
4. **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 CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

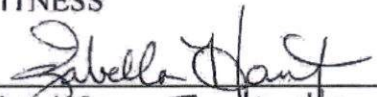
HST UTILITY, INC.


Printed Name: RIK HAUF
It's: HST UTILITY


CITY OF ZEPHYRHILLS


Charles E. Proctor
City Council President

WITNESS


Printed Name: Izabella Hauf

ATTEST


Ricardo Quinones
City Clerk

3/2/2026
Quote #

03/02/2026RH



Pricing For
NAME J. Bostic
Address

Zephyrhills FL

HST Utility Inc
PO Box 613
Owensboro, KY 42302

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
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Replacement Water Meters & MTU's

Water Meter Replacement				
	Mobilization - per deployment	1	\$2,500.00	\$2,500.00
Installation	3/4 or 5/8	3500	\$58.50	\$204,750.00
Installation	Replace or add Dual Check Valve inside the box	3500	\$16.50	\$57,750.00
Installation	Replace Customer Shut off	3500	\$16.50	\$57,750.00
Installation	Replumb Customer Shut off Valve	2500	\$50.00	\$125,000.00
Grand Total All Meter Costs				\$445,250.00
	Replace or Adjust Meter Box in Softscape	1	\$50.00	\$50.00
	Meter Box Lid Replacement	1	\$4.50	\$4.50

Notes

- 1 Prices assumes like for like exchange
- 2 Prices assumes warehouse or storage provide by others
- 3 Hst Utility prices is labor only parts included are gaskets and bolts only
- 4 Prices assumes no splicing of wire (ie. Quick connect)
- 5 Price assumes Hst Utility will provide WOMS and will return field data via excel, csv, text format
- 6 Price assumes GPS collection is 1-5 meter accuracy is acceptable
- 7 Price assumes dual check valve and all parts needed will be provided by Customer
- 8 Price assumes no reblumbing required
- 9 Price assumes no lid drilling

Terms: Weekly Invoicing and payment net 20

CITY MANAGER'S REPORT 5.1

Industrial Corridor Video

Issue:

Background:

During a Zephyrhills Economic Development Coalition (ZEDC) in early 2025, Tom Ryan, Vice President of Business Development for the Pasco Economic Development Coalition (PEDC), underscored the importance of the City of Zephyrhills contracting with a third-party video production company to create a high-quality business development video showcasing the City's Industrial Corridor.

In September 2025, the City of Zephyrhills contracted with Pasco County-based JL Video, which has completed similar projects for the Pasco Economic Development Council, Florida's Sports Coast, City of New Port Richey, Visit Tampa Bay, and other clients, demonstrating their capability to deliver high-quality, impactful video content that aligns with our objectives.

This now-finalized Zephyrhills Industrial Corridor spotlight video, accompanied by all raw footage, highlights key aspects of the city's friendly business environment, including recent investments by Bauducco, and the remaining 330-plus acres of land available for development, and the city's accessibility and infrastructure.

This video is expected to serve as a critical tool in attracting additional manufacturing companies and promoting economic growth within the City of Zephyrhills.

In addition to the completed promotional video and accompanying raw footage, there is also a powerful 4-minute testimonial interview from Bauducco CEO Stefano Mozzi, outlining why the City of Zephyrhills is a prime location for industrial/manufacturing companies to jump right in and do business.

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CITY MANAGER'S REPORT 5.2

Founders Day Parade scheduled for March 28th, 2026 from 11am-6pm will require approval to make downtown 5th ave a designated wetzone. The guest will be able to purchase the alcohol from the bars downtown.

Issue:

Background:

The annual Founders Day Parade will host it's usual event with parade, however this year they will be proposing a wetzone downtown for alcohol usage.

Attachment(s):

1. Event Application
2. Founders Day 2026 Vender Map (4)

Fiscal Impact:

Staff Recommendation:



PLAN SNAPSHOT REPORT SEP-000061-2026 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 01/12/2026
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 07/11/2026
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Maldonado, Carlos	Approval Expire Date:

Description: Founders Day Parade -3/28/26 11am-6pm (Parade starts at 12pm). (ALCOHOL EVENT)

Parcel:	Address: Downtown 5Th & Clock Plaza Zephyrhills, 33542	Main	Zone:
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Applicant HOMETOWN ROOFING & CONSTRUCTION LINDA A STARR KERNS 5031 AIRPORT ROAD ZEPHYRHILLS, FLORIDA 33542 Business: (813) 996-0772 Mobile: (813) 833-0972	Applicant MAIN STREET ZEPHYRHILLS ANTWON GILDON 5325 9TH ST ZEPHYRHILLS, FL 33542 Business: (813) 714-6789
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Plan Custom Fields

Organization Name	Main Street Zephyrhills	Event Name	Founders Day	Event Date	Mar 28 2026 12:00AM
Event Time		Co-Sponsor		Type of Event	Festival
Has this event ever taken place in Zephyrhills?	Yes - Annual Event	Zephyr Park	No	Downtown 5th Ave.	Yes
Krusen Park	No	Airport Venue \$\$	No	Alice Hall @ Zephyr Park \$\$	No
Clock Plaza on 5th Ave.	Yes	Skate Park	No	Veteran's Memorial Park	No
Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No	Shepard Park	No
Other - Enter Here		Estimated Attendance	500	Estimated Number of Vendors	
Number of Parade or Run/Walk Entries		If Yes, indicate location here:		If Yes, indicate location here:2	
Tents (smaller than 10' x 10')	No	Tents	Yes	Vehicles	Yes
Stage	No	Start/Finish Line	No	Signs	Yes
Tables	Yes	Porta lets	Yes	Bounce-House/Inflatables	No
Sound Equipment	Yes	People Barricades	Yes	Other - Please List Here2	
Bathroom Facilities	Yes	Electricity (5th Avenue Median)	Yes	Electricity (Stage Areas)	Yes
Garbage Cans	Yes	Cones / Barricades	Yes	Other - Please List Here	
Please Provide a Brief Description of Event	A lively event in historic downtown featuring a parade, pancake breakfast, art show, vendor market, and live music with the theme "Celebrating Zephyrhills Then & Now," drawing crowds for a day of community fun, with Main Street Zephyrhills organizing the festivities.	Alcohol General Text		Alcohol Security Text	
Alcohol Type Text					

PLAN SNAPSHOT REPORT (SEP-00061-2026)

Attachment File Name	Added On	Added By	Attachment Group	Notes
Founders Day 2026 Vender Map.pdf	01/12/2026 12:44	Gildon, Antwon	Available Online	Event Map
Signature_Antwon_Gildon_1/12/2026.jpg	01/12/2026 12:44	Gildon, Antwon		Uploaded via CSS
Zephyrhills COI (6).pdf	02/19/2026 8:53	Maldonado, Carlos		

Note	Created By	Date and Time Created
1. Items required *FDOT PERMIT *Will require city council approval for the alcohol wetzone.	Carlos Maldonado	03/03/2026 11:45

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	City Hall 2nd floor conference room	01/28/2026	Special Event Meeting
Comments: MEETING WAS TABLED DUE TO THE EVENT HAVING SOME CHANGES AND NEED FURTHER REVIEW BY THE APPLICANT.			

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		01/13/2026 9:30	01/13/2026 9:31
Application Review v.1	Generic Action		01/13/2026 9:30
Temporary State Alcohol License Submitted v.1	Generic Action		01/13/2026 9:30
Fire Final v.1	Inspection		01/13/2026 9:31
Special Event Meeting v.1		01/13/2026 9:31	
Private Meeting v.1	Hold Meeting	01/13/2026 9:31	
Special Event Meeting v.2		01/28/2026 15:41	03/05/2026 15:47
Private Meeting v.1	Hold Meeting	02/19/2026 8:54	03/05/2026 15:47
Plan Review Complete v.1			
Approval Letter v.1	Create Report		



Date: 03/02/2026

To: City of Zephyrhills

RE: 8" Forcemain Repipe

- Purpose
 - Task authorization for the constructions services requested from OJ Kurk for the 8" Forcemain work.

- Compensation and Contract
 - A budget for the work as stated totaling \$6,528.00 has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.

- Scope
 - Please Refer to Estimate #36490475

Owner:

City of Zephyrhills

By: William C. Por, Jr.
March 3, 2026

William C. Por, Jr.
City Manager
Name & Title

Contractor:

RCM Utilities, LLC

By: Noah Bates

Project Manager
Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36490475
 Estimate Date 3/2/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 37 Manhole Repiping
 39140 Otis Allen Road
 Zephyrhills, FL 33540 USA

Description of work

- RCM Utilities will supply all materials and workmanship for the following scope of supply :

- Supply and install a 6" pipe inside the existing force main invert (8") . Mount and anchor the new pipe in-place so the incoming force main will pump through. Pipe the new piping to sweep and turn into the existing (14") outlet side going to lift station wet well stubbed inside of roughly 2-3 feet.. All materials used will be SCH 40 PVC and SS anchoring restraint's.

- RCM Utilities DOES NOT warrant any supplied materials or workmanship on this scope of supply due to this being not consistent with industry standards

- City of Zephyrhills is to shutdown lift stations to minimize the incoming force main during this work schedule. (They can be turned back on and off throughout the day the schedule just needs to be gone over with RCM during so time frames match)

Sub-Total	\$6,528.00
Tax	\$0.00
Total Due	<u>\$6,528.00</u>
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13	
GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT	
Labor/Equipment Rate Form	
Customer:	City of Zephyrhills
Project:	Lift Station 37 Manhole
Date:	3/2/2026

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	10	\$112		\$750
Supervisor	\$95	10	\$142		\$950
Foreman	\$80	10	\$120		\$800
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$2,500

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150		\$0
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusible Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20		\$0
Sewage Bypass Pump with Hoses	\$150		\$0
Discharge Hose with Couplings	\$25		\$0
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$0

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	2,000	\$400
Materials from Stock	20%		\$0
Subcontract Labor	20%		\$0
Material Rates Total			\$2,400

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$128
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Grand Total:		\$6,528
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Date: 03/03/2026

To: City of Zephyrhills

RE: _____ Lift Station 37 Vent Core _____

- Purpose
 - _____ Task authorization for the constructions services requested from OJ Kurk for the 8” Vent hole core. _____

- Compensation and Contract
 - A budget for the work as stated totaling \$____4,325.00 _____ has been submitted on the Annual City of Zephyrhills General Construction Continuing Services Agreement Contract RFP (41-25-13)
 - Completion of project to be 180 calendar days from Notice to Proceed.
 - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.

- Scope
 - Please Refer to Estimate #__36523742_____

Owner:

City of Zephyrhills

By: William C. Poe, Jr.
March 3, 2026

William C. Poe, Jr.
City Manager
Name & Title

Contractor:

RCM Utilities, LLC

By: _____ Noah Bates

_____ Project Manager
Name & Title



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 36523742
 Estimate Date 3/3/2026

Billing Address
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542 USA

Job Address
 Lift Station 37 8" Vent Core
 39140 Otis Allen Road
 Zephyrhills, FL 33540 USA

Description of work

- RCM Utilities to supply all materials and workmanship for the following scope of supply :
- Core a 10 - 12" hole through the existing top slab of the wet well over the existing vent stack hole.
- Stub a 8" piece of C900 out of the new whole (1- 2 feet) and patch concrete in place. (top slab concrete to be patched)

**** NOTES****

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for the period of one year after installations

Sub-Total	\$4,325.00
Tax	\$0.00
Total Due	\$4,325.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's

request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Zephyrhills - Agreement No: 41-25-13	
GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT	
Labor/Equipment Rate Form	
Customer:	City of Zephyrhills
Project:	Lift Station 37 Manhole
Date:	3/3/2026

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	\$110		\$165		\$0
Plumbing	\$110		\$165		\$0
Equipment Operator - Light (Backhoe, Skid, Loader)	\$150		\$225		\$0
Laborer	\$75		\$112		\$0
Welder	\$95		\$142		\$0
Flag Person / MOT	\$50		\$75		\$0
Utility / Underground Laborer	\$75	10	\$112		\$750
Supervisor	\$95	10	\$142		\$950
Foreman	\$80	10	\$120		\$800
Helper - Labor Only	\$75		\$112		\$0
Backflow Technician	\$75		\$112		\$0
Labor Rates Total					\$2,500

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	\$50		\$0
Telescoping Boom Man Lifts with Platform	\$60		\$0
Air Compressors - Under 1000 CFM	\$125		\$0
Air Compressors - Over 1000 CFM	\$125		\$0
Skid Steer Loaders	\$100		\$0
Hydraulic Excavators with Operator	\$200		\$0
Mini Excavators with Operator	\$150		\$0
Loader-Backhoes with Standard Bucket	\$125		\$0
Loader-Heavy Duty Construction	\$250		\$0
Tractors	\$150		\$0
Trench Boxes/Trench Shields	\$75		\$0
Tripod Mounted Floodlights	\$25		\$0
Trailer Mounted Floodlights	\$50		\$0
Generator - Portable - Gas or Diesel	\$50		\$0
Generator - 13000 Watt	\$50		\$0
Transformer - Step Down	\$25		\$0
Portable Panel	\$50		\$0
Fusible Disconnect - Portable	\$25		\$0
Back Hoe with Operator	\$140		\$0
Transfer Switch - Portable	\$25		\$0
Operator	\$95		\$0
Hydro Tank - 1500 Gallon Temporary	\$50		\$0
Hydro Tank - 3000 Gallon Temporary	\$50		\$0
Hydro Tank - 10000 Gallon Temporary	\$100		\$0
Aerator for Ground Storage Tank	\$50		\$0
Infiltrator MH Leak Stop Plus Labor	\$300		\$0

Concrete Mixer with Crew - Portable	\$250		\$0
Sand Blast Trailer Rig with Crew	\$250		\$0
Compactor with Operator	\$100		\$0
Pressure Washers - 2000 - 3500 PSI	\$50		\$0
Portable Trash Pumps - Gas Powered	\$25		\$0
Submersible Pumps - 3 Phase	\$50		\$0
Suction Hose with Couplings	\$20		\$0
Sewage Bypass Pump with Hoses	\$150		\$0
Discharge Hose with Couplings	\$25		\$0
HDPE Pipe with Couplings	\$25		\$0
CCTV Camera Trailer with Operator	\$500		\$0
Trucks - Rear Dump with Crew	\$300		\$0
Trucks - Vacuum - 2 man crew	\$350		\$0
Trucks - Water with operator	\$300		\$0
Trucks - Boom with operator	\$50		\$0
Equipment Rates Total			\$0

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%		\$0
Materials from Stock	20%		\$0
Subcontract Labor	20%	200	\$40
Material Rates Total			\$240

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	\$500
Site Maintenance	\$500
Construction Waste Management and Disposal	\$500
Execution & Closeout Total	\$1,500

Performance & Payment Bond 2%	Yes/No	Yes	\$85
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Grand Total: \$4,325		
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