

***ZEPHYR LAKES
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Date/Time:
Tuesday, May 3, 2022
5:45 P.M.***

***Location:
Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Zephyr Lakes Community Development District

c/o Breeze

1540 International Parkway Suite 2000

Lake Mary, FL 32745

Board of Supervisors

Zephyr Lakes Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Zephyr Lakes Community Development District is scheduled for **Tuesday, May 3, 2022 at 5:45 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault

District Manager

CC: Attorney
Engineer
District Records

District: **ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, May 3, 2022

Time: 5:45 P.M.

Location: Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

Dial In: 301-715-8592
Meeting ID: 895 6522 6303
Passcode: 726696

Agenda

For the full agenda packet, please contact patricia@breezehome.com

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual on agenda items)*

III. Consent Agenda

- | | |
|--|-----------|
| A. Ratification of Removal and Replacement of Curb and Road Base
(B.R.W. Contracting Inc.) - \$14,690.00 | Exhibit 1 |
| B. Ratification of Dog Park and Design SC-000448 Cornerstone -
\$24,775.00 | Exhibit 2 |
| C. Ratification of Water Service for Dog Park SC-000483 (Site
Masters of Florida, LLC) - \$1,800.00 | Exhibit 3 |
| D. Ratification of Geotechnical Exploration SC-000484 (Universal
Engineering Services) - \$5,050.00 | Exhibit 4 |
| E. Ratification of Professional Engineering Services SC-000485
(Lincks & Associates, Inc.) | Exhibit 5 |
| F. Ratification of Civil Engineering & Surveying SC-000486
(Hamilton) | Exhibit 6 |
| G. Ratification of Contract with Suncoast Rust Control | Exhibit 7 |

IV. Business Items

- | | |
|--|-----------|
| A. Suncoast Rust Control Proposal - \$700.00/ month | Exhibit 8 |
|--|-----------|

B. Sign Solutions Estimate – Beware of Alligators Signs and Installation

- | | |
|--------------------------------|------------|
| ➤ Qty. 6 – \$711.00 | Exhibit 9 |
| ➤ Qty. 10 – \$1185.00 | Exhibit 10 |
| ➤ Qty. 15 – \$ 1627. 25 | Exhibit 11 |

C. Steadfast Environmental

- | | |
|--|------------|
| ➤ Bottom Diffuse Aeration Informational Sheet and Aeration Plan Pond 20 | Exhibit 12 |
| ➤ Installation of Two Bottom Diffuse Aeration Kits Proposal - \$19,491.00 | Exhibit 13 |
| ➤ Midge Fly Control and Maintenance within Pond 20 Proposal - \$4,695.00 | Exhibit 14 |

D. Service Agreement Amendment with Innovative Employer Solutions Inc.	Exhibit 15
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V. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VI. Audience Comments – New Business – (limited to 3 minutes per individual)

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1



B R W CONTRACTING, INC.

P.O. BOX 1128

Land O Lakes, FL 34639

PROJECT NAME

Zephyr Lakes Phase 4C

DATE

2/24/2022

PROPOSAL TO

Zephyr CDD

ATTN

Marc Schwartz

C.O.P. NUMBER

COP #6

We are pleased to submit herewith our proposal to complete the above referenced project as follows

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
Remove and Replace Curb and Road Base in Previously Constructed Area Due to Design Change				
Mobilization/Demobilization	LS	1.00	\$ 2,400.00	\$ 2,400.00
Survey Layout	LS	1.00	\$ 1,500.00	\$ 1,500.00
Remove and replace Miami Curb	LF	280.00	\$ 18.00	\$ 5,040.00
Remove and replace road base (Assumes 90% of existing can be reused)	SY	500.00	\$ 7.50	\$ 3,750.00
12" LBR 40 Stabilized Subgrade	SY	500.00	\$ 4.00	\$ 2,000.00
Change Order Proposal Total				\$ 14,690.00

Accepted this 19 day of April 2022

By: Michael Lawson, Chairman

By: _____

O.K RA 4/19/22

Zephyr Lakes CDD

EXHIBIT 2

Proposal:

Zephyr Lakes Community Dog Park and Design



14620 Bellamy Brothers Boulevard Dade City, Florida 33525 (866) 617-2235 fax (866) 929-6998 www.cornerstonesolutionsgroup.com

Date: 3/2/2022

TO:

Metro Development Group
2502 N. Rocky Point Drive
Tampa, FL 33607

From

Cornerstone Solutions Group
14620 Bellamy Brother Blvd.
Dade City, FL 33525

Project Name: Zephyr Lakes Community Dog Park

Project Location: Zephyr Lakes Community Zephyrhills FL

Scope of Work:

Provide Materials and Labor Necessary for the Complete Install Community Dog Park Fence, Gates, Benches, Proposed Concrete Sidewalk Extensions, Dog Water Fountain and Waste Station.

1) Furnish and Install of 48" Tall Black Vinyl Fence with Two (2) 48" Walk Gates and One (1) 120" Double Drive Gate. Estimated 615 Lineal Feet of Fencing.	\$ 14,365.00
2) Furnish and Install One (1) Dog-On-It Parks Dog Park Rules Sign 24"x36" Color Black-- @ \$425.00/Ea	\$ 425.00
3) Furnish and Install One (1) Dog-On-It Parks Complete Dog Waste Station w/ Single Pull Bag Dispensor. Color Green-- @ \$810.00/Ea	\$ 810.00
4) Furnish and Install One (1) Dog-On-It Parks Dog Watering Station. Color Green-- @ \$4,575.00/Ea	\$ 4,575.00
5) Furnish and Install Three (3) 6' Wide Douglas Fir Benches-- @ \$1,400.00/Ea	\$ 4,200.00
6) Concrete Sidewalk Extension and Entry Pad Approx. 175 Sq.Ft. at 4" Thick, Standard Grey Broom Swept Finish	\$ 1,400.00

Subtotal \$ 25,775.00

TOTAL COST \$ 25,775.00

Clarifications: a) Concrete Pads will be provided for Benches and the Dog Water Station b) No surveying is included with this proposal and it is intended that layout will be done in field with final approval and signoff by client. c) A potable water source with backflow will be provided by the client for dog watering fountain tie-in.

ACCEPTED BY: Zephyr Lakes CDD

Tree Farm 2, Inc.

By:  Chairman

By: _____

O.K. RH 3/31/22

EXHIBIT 3

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
Phone: (813) 917-9567
Email: tim.sitemastersofflorida@yahoo.com

PROPOSAL

Zephyr Lake CDD

Water Service for Dog Park

3/28/2022

Construct water service connection to existing mainline to provide potable water to Dog Park located on west side of Wire Road, south of Sonnet Landing Ave.

- Water main pipe is located on south side of Sonnet Landing
- City will perform actual "tap" on main
- Scope includes:
 - excavation and backfill
 - saddle, brass fittings, poly tubing to Dog Park property
- Scope excludes:
 - MOT devices
 - dewatering for tap on main
 - sidewalk crossing
 - fence work
 - ROW restoration
 - water meter/ backflow preventer

TOTAL \$1,800


4-14-22

O.K. RHA
4/13/22

EXHIBIT 4



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

September 13, 2021

Attention: Marc Schwartz

Reference: Cost Proposal – Geotechnical Exploration
Zephyr Lakes Wire Road Route
Wire Road
Zephyrhills, FL
UES Proposal No.: 0830.0921.00017
UES DOC No.: 1898690

Dear Mr. Schwartz:

Universal Engineering Sciences, LLC (UES) is pleased to submit our proposal to provide geotechnical engineering services for the subject project. In the following paragraphs we will summarize our understanding of this project and discuss our proposed scope of services, timeline, estimated cost, and deliverables.

PROJECT DESCRIPTION

The subject site is located on Wire Road, in Zephyrhills, Pasco County, FL. Based on the information you provided, we understand that the proposed development includes a new roadway referenced as Wire Road, E of Zephyr Lakes.

In preparing this proposal we were provided with the Roadway Borings Exhibit, referenced as Sheet 1 of 1, prepared by Hamilton Engineering and Surveying, and dated August 31, 2021. The Roadway Borings Exhibit includes asphalt cores and roadside borings to be hand augured.

PROPOSED SCOPE OF SERVICES

As requested, UES will perform a total of twenty (20) asphalt cores and twelve (12) hand augers extended to 5 feet below grade along Wire Road. The asphalt cores should include the depth of asphalt, base thickness, type of base, seasonal high and groundwater table. The roadside borings (hand augers) should be completed approximately three to four feet from the existing edge of pavement.

We have not made an allowance for an environmental assessment of the property, nor for an evaluation of deep soil/bedrock conditions as related to sinkhole activity. However, we will gladly furnish you with separate proposals for these services upon request.

PROJECT TIME-LINE

Once we receive written authorization to proceed, we can begin our services within seven to ten days. For this project, we anticipate issuing our findings and recommendations within three (3) weeks. Preliminary results may be available verbally after our first week of field exploration has been completed.

ESTIMATED COST

Our estimated cost for completing the above described services is \$5,050. We will not exceed our budget unless the subsurface conditions are significantly different from those anticipated, or the site is not accessible to our drilling equipment. In either event, you will be notified prior to any increase in costs.

DELIVERABLES

At the completion of the field and laboratory services, we will prepare a report containing the following information:

- Boring location plan and soil boring logs with USCS soil classifications. The results of the laboratory testing will be included in the soil boring logs.
- Depths of existing asphalt, base thickness, and base type along the Wire Road.
- Existing groundwater levels and estimated seasonal high groundwater levels at the boring locations.
- Description of topographic and surficial site features.
- Recommendations for new pavement sections.
- Recommendations for site preparation and construction considerations
- Recommendations for additional testing, if required.

SITE ACCESS

We have assumed that all boring locations are accessible to standard, track or truck-mounted drilling equipment, and you will grant our personnel Right of Access to the property. **If there are special access considerations (i.e., a locked gate), please provide us with the necessary information to gain entry to the site.** If we are unable to access the property upon our arrival, additional charges may apply.

GEOTECHNICAL LIMITATIONS

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

UTILITY LOCATE AND SITE RESTORATION

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance before the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others before our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further, we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. *Our proposal does include limited site cleanup including backfilling the boreholes with sand and pavement patch for safety considerations.* No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

CLOSURE

Attached you will find our General Contract Conditions and Work Authorization/Proposal Acceptance Form. If you authorize us to proceed and grant us Right of Access to the subject property, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

UES greatly appreciates this opportunity to offer our professional services, and we are looking forward to working with you. If you have any questions, please don't hesitate to call.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Veronica De Freitas, P.E.
Department Manager

vdefreitas@universalengineering.com

Attachments: Work Authorization/Proposal Acceptance Form
Geotech Exhibit

UNIVERSAL ENGINEERING SCIENCES, INC.

Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED PLEASE SIGN AND RETURN THE FORM TO UNIVERSAL

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Zephyr Lakes Wire Road Route - Metro - Zephyrhills - GEO - 9.10.2021

PROJECT LOCATION: Wire Road Zephyrhills, FL

CLIENT NAME: Attn: Marc Schwartz

PHONE: 813-228-8078

CLIENT ADDRESS: 2502 N. Rocky Point Drive; Suite 1050 Tampa, FL 33607

FAX: 813-228-8178

E-MAIL ADDRESS: marc@metrodevelopmentgroup.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES Proposal No.: 0830.0921.00017

Geotechnical Exploration **\$5,050**

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. UES General Conditions.

B. UES Proposal Dated: September 13, 2021

C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.

D. Other exhibits marked and described as follows: Exhibit I

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____ Social Security Number or
Federal Identification No.: _____

Address: _____ City: _____ Zip: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT Zephyr Lakes CD _____ UNIVERSAL ENGINEERING SCIENCES, INC.

BY (Signature) [Signature] _____ BY (Signature) _____

TYPED NAME Michael Lawson _____ TYPED NAME: _____

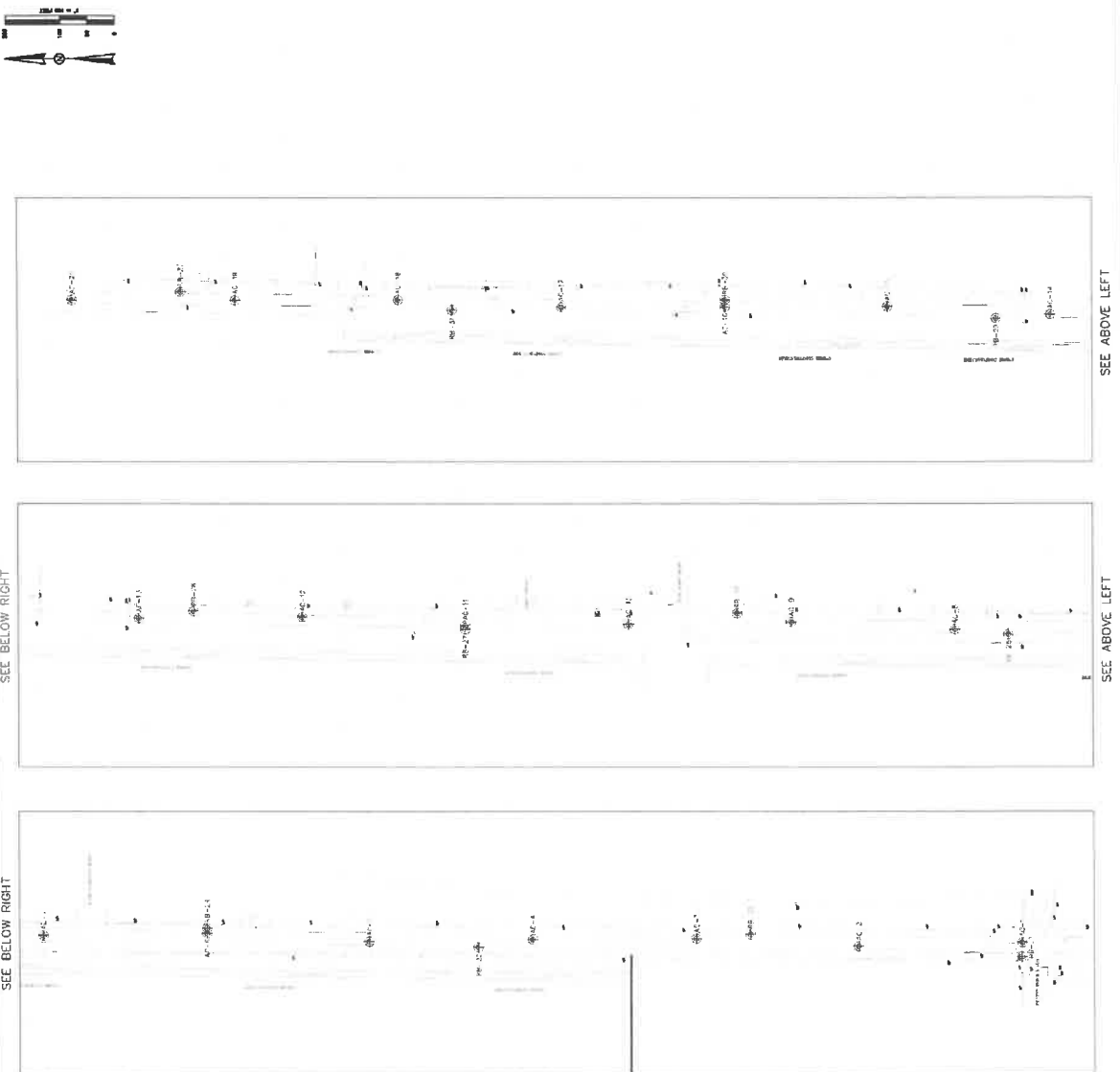
TITLE Chairman _____ TITLE: _____

DATE 9-22-21 _____ DATE _____

G.K. RLA
9/21/21

Return Executed Copy to: Universal Engineering Sciences, Inc.
9802 Palm River Road, Tampa, FL 33619





SEE BELOW RIGHT

SEE BELOW RIGHT

SEE ABOVE LEFT

SEE ABOVE LEFT

- NOTES:
1. ASPHALT CORES TO INCLUDE ASPHALT AND BASE THICKNESS AND TYPE, SEASONAL FILL AND GROUND WATER.
 2. ROADSIDE BORINGS TO BE HAND AUGURED AT 5' DEPTH, 3'-4' FROM THE EXISTING EDGE OF PAVEMENT.

- [illegible]

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400,00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800,00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it.

UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

EXHIBIT 5



LINCKS & ASSOCIATES, INC.

March 3, 2022

Mr. Jarrod Finora
~~Metro Development Group~~
~~2502 North Rocky Point Drive~~
~~Suite 1050~~
~~Tampa, FL 33607~~

*Zephyr Lakes CDD
1546 International Parkway
Suite 2000
Lake Mary, FL 32746*

Re: Addendum to the Proposal for Professional Engineering Services for the Zephyr Lakes Development Located East of Wire Road and North of Pretty Pond Road in Pasco County, Florida.

Dear Mr. Finora,

At your request, we are pleased to provide you with this addendum to the proposal for the above referenced project. This addendum is based on the following:

- A. You propose to develop the property for Residential Development.
- B. The site plan and land uses are to be provided by you prior to commencement of the analysis.
- C. The proposed development will require the following analysis:
 1. Access Management Analysis
 2. Substandard Road Analysis

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project and recent experience with other projects in Pasco County, we propose the following scope of services to assist you and the project team with the development.

Task I – Traffic Methodology

Lincks & Associates, Inc. will attend the traffic methodology meeting with Pasco County. The meeting will include discussion of the parameters to be utilized in the study, which include the following:

- Trip Generation for the Project
- Identifying the Roadway Network
- Budgeted Roadway Improvements

5023 West Laurel Street
Tampa, FL 33607
813 289 0039 Telephone
813 287 0674 Telefax
www.Lincks.com Website

- Project Distribution/Assignment
- Existing Traffic Data Collection
- Background Traffic Calculation
- Intersection Analysis Methodology
- Link Analysis Methodology
- Mitigation Alternatives

Lincks & Associates, Inc. will prepare the standard methodology statement based on the meeting. The methodology statement will be submitted to Pasco County in an attempt to obtain concurrence with the proposed methodology.

Task II – Access Management Analysis

Lincks & Associates, Inc. will prepare the Access Management Analysis for submittal to Pasco County for the project access. The following represents our best estimate of what Pasco County may require.

A. Existing Traffic

Lincks & Associates, Inc. will utilize the AM and PM peak hour counts previously conducted at the following intersections:

- a. Otis Allen Road and Wire Road
- b. Wire Road and Pretty Pond Road

B. Trip Generation

The trip generation for the project will be based on data contained in the ITE Trip Generation Manual, 11th Edition, 2021.

C. Project Traffic Distribution

The project traffic will be distributed to the roadway network based existing traffic and development patterns.

D. Intersection Analysis

Lincks & Associates, Inc. will conduct intersection capacity analysis for the AM and PM peak hours for the following intersections:

- a. Otis Allen Road and Wire Road
- b. Wire Road and Project Accesses

E. Access Evaluation

Based on the estimated intersection volumes, Lincks & Associates, Inc. will determine if additional improvements are warranted and, if so, the required improvement and length of the turn lanes.

The results of the Access Management Analysis will be summarized in a technical memorandum to be submitted to Pasco County.

Task III – Substandard Road

Pasco County will require an evaluation of Wire Road to determine if it meets County standards. The evaluation will include the following parameters:

- Pavement Width
- Shoulders
- Clear Zone
- Pavement Conditions
- Stormwater Accommodations

The current guidelines do not provide any specifics as to the level of detail that may be required to evaluate substandard roads. Therefore, for the purpose of this proposal, we have assumed that the substandard road evaluation will be general in nature. If Pasco County requires a detailed evaluation that requires a survey to evaluate pavement width, shoulder, clear zone, geotechnical investigation for pavement conditions and/or drainage analysis to evaluate stormwater accommodations, we will provide you with an addendum to this proposal for that work effort.

Lincks & Associates, Inc. will determine the proportionate share cost to improve the roadway to County standards. This will include the following:

- A. Based on a sub-standard roadway assessment, we will estimate the cost of improvements to improve the road County standards.
- B. Conduct a three (3) day, twenty-four (24) hour machine count on Wire Road.
- C. Determine the project's proportionate share of the required improvements.

The results will be summarized in a Technical Memorandum.

Task IV – Applications

Lincks & Associates, Inc. will prepare the following applications:

- Pasco County Access Management
- Pasco County Substandard Road

This task does not include the permit application fees, which will be paid by you.

Task V – Sufficiency Responses/Additional Services

Based on our experience with Pasco County staff, it is impossible to quantify the potential comments from Pasco County staff or other reviewing agencies. Therefore, the work effort to address the sufficiency comments will be on a time and materials basis.

We are willing to perform the above-described services based upon the following:

Task I	Traffic Methodology	Fixed Fee of \$1,500
Task II	Access Management Analysis	Fixed Fee of \$6,000
Task III	Substandard Road.....	Fixed Fee of \$4,500
Task IV	Applications	Fixed Fee of \$1,500
Task V	Sufficiency Responses/Additional Services.....	Time and Materials

The work effort for Task V will be based on the following hourly rates (current calendar year) plus direct and reimbursable expenses:

Principal	\$220/hour
Professional Engineer	\$195/hour
Engineer/Planner	\$160/hour
Site Designer	\$110/hour
Technical/Cadd Operator	\$95/hour
Clerical	\$70/hour

Reimbursable expenses include reproduction costs, express postage, long distance phone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, Inc. plus ten percent for administration and handling.

Invoices for services rendered, including reimbursable expenses, will be submitted on a monthly basis during the course of the work.

STANDARD GENERAL CONDITIONS

1. Payment of Invoices - If Client fails to make any payment due Lincks & Associates, Inc. for services and expenses within thirty (30) days after receipt of our invoice, the amounts due shall include a charge at the rate of eighteen (18%) percent per

annum from said thirtieth day and, in addition, we may, after giving seven (7) days' written notice, suspend services until payment is received.

2. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
3. Client Furnished Information - Lincks & Associates, Inc. shall consider all information supplied by the Client as accurate and correct. Extra work or work done over because of inaccurate or incorrect information supplied by the Client shall be paid for as Additional Services.
4. Reuse of Documents - All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other projects. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting therefrom.
5. Cost Estimates - Opinions of probable construction cost provided by Lincks & Associates, Inc. represent our best judgment, but do not constitute a guarantee since we have no control over contractor pricing.
6. Additional Services by Others - If requested by the Client, we shall obtain proposals from others for Additional Services, which are not considered normal or customary Basic Services. The Client will be directly responsible for approving, administering, and paying for these Additional Services. Lincks & Associates, Inc. assumes no responsibility or liability for Additional Services performed by others.
7. Additional Services by Lincks & Associates, Inc. - If authorized by the Client, we shall perform Additional Services not included within this proposal based on our quoted hourly rates plus direct and reimbursable expenses. Reimbursable expenses include reproduction costs, express postage, travel, long distance phone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, Inc. plus ten (10) percent for administration and handling.
8. Controlling Law - This Agreement shall be governed by the laws of the State of Florida and is deemed to have been entered into in Hillsborough County, Florida.

Mr. Jarrod Finora
March 3, 2022
Page 6

9. Oral Agreements - No oral agreement, guarantee, promise, representation, or warranty shall be binding.
10. Collection - Client agrees to pay all costs of collection, including a reasonable attorney's fee, in the event it becomes necessary for Lincks & Associates, Inc. to employ an attorney to collect any outstanding fees including, without limitation, attorney's fees at the trial and appellate levels.

AGREEMENT

Lakas CDD This letter shall serve as an Agreement between LINCKS & ASSOCIATES, INC., 5023 West Laurel Street, Tampa, FL 33607 and ~~METRO DEVELOPMENT GROUP, 2502 North Rocky Point Drive, Suite 1050, Tampa, FL 33607~~, upon execution in the space provided below. Should you wish us to undertake this work, we would begin the work immediately upon receipt of one executed copy of this Agreement. Zephyr

We appreciate the opportunity to be of service to you on this matter and hope that you will look favorably upon this proposal. If you have any questions, do not hesitate to call. We look forward to hearing from you.

Very truly yours,

LINCKS & ASSOCIATES, INC.

Steven J. Henry, P.E.
President

SJH/TSF

APPROVED AND ACCEPTED THIS 21 DAY OF March, 2022.

Witness

Karissa Boyel

Mr. Jarrod Finora

Michael Lawson

EXHIBIT 6



TAMPA OFFICE
3409 w. lemon street
tampa, fl 33609
813.250.3535

ORLANDO OFFICE
775 warner lane
orlando, fl 32803
407.362.5929

February 14, 2022

Zephyr Lakes CDD

Attn: Marc Schwartz

~~2502 N. Rocky Point Dr, Suite 1050~~

~~Tampa, FL 33607~~

Phone: 813.288.8078

Email: ted@metrodaq.com

1540 International Parkway, Suite 2000
Lake Mary, FL 32746

RE: Proposal for Civil Engineering And Surveying

PROJECT: Zephyr Lakes Phase 6 – Water Main Extension

Dear Mr. Schwartz:

Hamilton Engineering & Surveying, LLC (Hamilton) is pleased to provide an updated route survey and engineering services for the proposed water main extension along Kossik Road. Services proposed are described below:

1. Engineering & Route Survey

Prepare a tree and topographic route survey (as directed by the EOR) in accordance with Chapter 5J-17, Florida Administrative Code. This survey will include the area along the north right-of-way of Kossik Road for the new water main extension as requested by the City of Zephyrhills for Phase 6. In addition, Hamilton will update the construction plans to include the off-site water main extension per city requirements.

- Datum NAVD 1988
- Ditch/Swale Cross Sections every 50 feet (min)
- Topographic Spot Shots every 50 feet (min)
- Location and description of on-site temporary benchmarks as required by 5J-17 FAC
- Description of control benchmarks used for the survey

Route Survey Fee: \$2,500

Engineering Fee: \$1,000

STANDARD GENERAL CONDITIONS

- 1) Payment of Invoices: Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from date of invoice and will bear interest at the rate of 1-1/2% (one and one-half percent) per month and will constitute a breach of this Agreement allowing all remaining services to be terminated solely at the option of Hamilton Engineering & Surveying, LLC. Notice of termination of service to be sent by certified mail, return receipt requested. Should it become necessary to collect unpaid invoices through lien process, an attorney or legal proceedings, the Client agrees to pay all costs of collections, including attorneys' fees in the lower court and appellate court. If the Client objects to an invoice, it must advise Hamilton in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. The Client agrees that the payment to Hamilton is not subject to any contingency or condition. Hamilton may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect on the check

without such negotiation being an accord and satisfaction of any disputed debt and with prejudicing any right of Hamilton to collect additional amounts from the Client.

- 2) **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon five (5) calendar days' written notice in the event of a substantial failure, including but not limited to non-payment of invoices, by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If any material change occurs in the ownership of the Client, Hamilton shall have the right to immediately terminate this Agreement. In the event of any termination, Hamilton shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Hamilton as a result of such termination. If Hamilton's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by Hamilton to the total amount of service which were to have been performed.
- 3) **Standard of Care:** In performing its professional services, Hamilton will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Hamilton's undertaking herein or its performance of services, and it is agreed that Hamilton is not a fiduciary with respect to the Client.
- 4) **Client Furnished Information:** Hamilton Engineering & Surveying, LLC will consider all up-front information supplied by the Client as accurate and correct. Additional work or work done over because of inaccurate or inadequate information supplied by the Client will be paid for as Additional Services.
- 5) **Use of Documents:** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by Hamilton are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of Hamilton's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Hamilton will be at the Client's sole risk and without liability to Hamilton, and the Client shall indemnify, defend and hold Hamilton harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle Hamilton to further compensation at rates to be agreed upon by the Client and Hamilton. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents be prepared by Hamilton, the hardcopy shall govern. Only printed copies of documents conveyed by the Hamilton may be relied upon. Because data stored in electronic media format can deteriorate or be modified without Hamilton's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- 6) **Additional Services:** If authorized by the Client, Hamilton Engineering & Surveying, LLC will furnish Additional Services which are not considered normal or customary Basic Services. The cost for Additional Services provided by Hamilton Engineering & Surveying, LLC personnel will be billed on a time and material basis. Additional Services provided by others will be billed directly to the Client by the Provider.
- 7) **Reimbursable Expenses:** The Client will pay Hamilton Engineering & Surveying, LLC for the actual expenses incurred in connection with the project for commercial out-of-town travel and subsistence, shipping charges (i.e., FedEx, Express Mail, etc.), courier/delivery charges and printing/reproduction costs.
- 8) **Controlling Law:** This Agreement will be governed by the laws in the State of Florida and deemed to have been entered into in Pasco County, Florida. Exclusive venue and jurisdiction to determine all issues of interpretations and enforcement of this contract and any modifications thereto are in Pasco County, Florida and nowhere else.
- 9) **Oral Agreements:** No oral agreement, guarantee, promise, representation or warranty will be binding.
- 10) **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and Hamilton, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Hamilton and Hamilton's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional error or omissions, strict liability or breach of contract or any warranty, express or implied, of Hamilton or Hamilton's officers, directors, employees, agents and subconsultants, shall not exceed the amount of our fee or \$20,000.00 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall Hamilton be liable for lost profits or consequential damages, for additional cost or other consequences due to changed conditions, or for costs related to the failure of contractor to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client, and nothing in this Section 11 shall require the Client to indemnify Hamilton. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against Hamilton Engineering & Surveying, LLC by the Client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.
- 11) **Dispute Resolution:** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 12) **Construction Phase Services:** If Hamilton's services include the preparation of documents to be used for construction and Hamilton is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Hamilton in any way connected thereto. If Hamilton provides construction phase services, Hamilton shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Hamilton have any authority or responsibility to stop or direct the work of any contractor. Hamilton's visits will be for the purpose of endeavoring to provide the Client with a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Hamilton. Hamilton neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Hamilton is not responsible for any duties assigned to the design

professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and Hamilton for all claims and liability arising out of job site accidents; and that the Client and Hamilton shall be made additional insureds under the contractor's general liability insurance policy.

- 13) No Third-Party Beneficiaries; Assignment and Subcontracting: This Agreement gives no rights or benefits to anyone other than the Client and Hamilton, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Hamilton. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Hamilton, without the written consent of Hamilton. Hamilton reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If Hamilton exercises this right, Hamilton will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent sub-consultants.
- 14) Confidentiality: The Client consents to the use and dissemination by Hamilton of photographs of the project and to the use by Hamilton of facts, data and information obtained by Hamilton in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Hamilton shall use reasonable care to maintain the confidentiality of that material.
- 15) Authorization: The signature below authorizes the work herein described and does so on behalf of the Owner of the property in question and warrants that the Client has authority to sign this Agreement.

BASIS FOR PAYMENT

- ❖ Invoices for professional surveying services will be submitted monthly based on work completed to date or as directed by the Client's schedule for payments.
- ❖ All rates and fees are subject to renegotiation after a three-month period from the date of this proposal, if it has not been accepted by the Client.
- ❖ In the event this agreement is terminated prior to completion of services, Hamilton will be compensated by the Client for all work accomplished to the point of termination in accordance with the fee structure stipulated herein.

ACCEPTANCE

We appreciate the opportunity to provide civil engineering and surveying services for you. If the defined scope of work and basis for payment are acceptable, this letter will serve as an agreement between Hamilton Engineering & Surveying, LLC and Zephyr Lakes CDD. If the Client elects not to proceed with any of the services listed, the Client must notify Hamilton in writing. Please execute in the space provided and return to Hamilton Engineering & Surveying, LLC. We will not begin any work until a signed agreement is received. Thank you.

Sincerely,

Hamilton Engineering & Surveying, LLC



Lucas Carlo, P.E.
Senior Vice President


2-18-22

Marc Schwartz

Date

HAMILTON HOURLY FEE SCHEDULE

Staff

Hourly Rate

Principal	\$235
Engineer Director, PE, Senior VP	\$215
Survey Director, PLS	\$200
Senior Project Manager, PE, VP	\$190
Senior Planner, AICP	\$185
Senior Project Manager, Crew Coordinator	\$175
Survey Crew	\$150
Senior Project Manager, PLS	\$140
Senior Project Engineer, P.E.	\$140
Construction Administration Director	\$130
Senior Project Coordinator	\$130
Senior Civil Designer	\$125
Project Manager, PLS	\$120
Project Engineer, P.E.	\$120
Civil Designer	\$110
Survey Project Coordinator/QC	\$105
Senior CADD Tech	\$100
Survey As-Built Coordinator	\$100
Construction Inspector	\$95
Staff Engineer, EI	\$90
Planner/GIS Specialist	\$90
Engineering Designer	\$90
CADD Tech	\$80
Project Coordinator Permitting	\$70
Clerical/Administration	\$40

EXHIBIT 7

SUNCOAST RUST CONTROL

8026 118th Avenue North Largo, FL 33773
833-4NORUST (67878) Fax 727-541-4006

Zephyr Lakes CDD
1540 International Parkway
Lake Mary, FL 32746

04/19/2022

CONTRACT

Suncoast Rust Control, Inc. will provide rust inhibitor and monthly service at the rate of \$700.00* per month. All rust preventative equipment, installed by Suncoast Rust Control will remain solely owned and maintained by Suncoast Rust Control. This may consist of storage tanks, metering injection pumps, various electrical and pumping components. Suncoast Rust Control will perform the cleaning of rust from the property for no additional charge. Areas include common grounds and entrances. This consists of any existing structures, utility and light poles, street signs, all curbs, sidewalks, and anything that is affected by irrigation rust. This will *exclude* black top, all glass, vegetation, landscaping materials including rocks or shell, all personal property and anything deemed too sensitive for cleaning. Suncoast Rust Control, Inc. will clean and check for rust spotting at least once per month. Suncoast Rust Control Inc. and its employees are not liable for any previous damage (including paint bleaching & glass etching) from services or treatments previously provided by other contractors or performed by homeowners. Suncoast Rust Control and it's employees will not be held liable for iron staining, hard water, or other marks from irrigation on personal property, vehicles, or any other items/structures that are not permanent fixtures of the serviced property.

Terms: All invoicing will be net 30 unless otherwise stated. If the account is not paid within 30 days of the invoice date, there will be an additional \$35 late charge added to the total balance. Termination of contract can be initiated by either party with a 30-day written notice. Suncoast Rust Control reserves the right to pull all equipment and end service immediately if last payment is not received within 7 business days of cancellation notice.

*Service rate adjustment: Should the property management, HOA, or any group associated with the client require a Completed Operations Endorsement for insurance compliance the contracted monthly price will be adjusted by the cost of the additional endorsement fee. **Authorized Initials**_____

CONTRACT START DATE: May 1st 2022

Authorized signature _____ Date _____

Suncoast Rust Control, Inc.  _____ Date 04/19/2022

EXHIBIT 8

SUNCOAST RUST CONTROL

Project Proposal

Zephyr Lakes CDD (Abbott Park)

Objective

We strive for excellence, working hard so you won't have to. Using our own brand of cleaners, treatments, and specialized equipment we keep your property pristine. Handling all the details at one flat rate we eliminate red tape and keep your budget predictable.

Problem

There is high iron content in the water used for irrigation. The iron is distributed by the irrigation system and onto everything the irrigation water touches. That creates ugly stains on buildings, sidewalks, common areas, etc. This iron is difficult to remove and even more difficult to prevent.

Solution

Suncoast will install water treatment equipment at the head of the irrigation system to neutralize the iron in the water before it works its way through the irrigation. This will stop any new rust stains from forming.

Suncoast will then provide a full property cleaning to remove all rust staining. Thereafter technicians will visit your property monthly to refill the tank on the rust prevention system and perform routine maintenance to ensure that the system is functioning properly. While our technicians are on site they will also inspect the property for any new staining. Should any staining be found our technicians will remove it promptly.

Pricing

- \$700 per month
 - Includes: Initial cleaning, system installation, system maintenance, monthly inspections, water treatment solution, any future cleanings.
-

EXHIBIT 9

Estimate



Sign Solutions of Tampa Bay, Inc.

3921 West MLK Blvd

Tampa, FL 33614

ph. (813) 269-5990

fax (813) 269-5991

email: sales@SignSolutionsTB.com

Estimate:

19986

Printed

3/31/2022 11:07:51AM

Description: **Beware of Alligator Signs & Install (QTY 6)**

Prepared For: Accounts Payable

ph: (321) 263-0132 x 4203

Company: Zephyr Lakes CDD

Estimate Date: 3/31/2022 11:05:02AM

email: districtap@dpfg.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 ALUM .063		6	1	18	12	\$38.50	\$0.00	\$231.00
Color: White								
Description: 18" x 12" x .063" aluminum w/ full color print.								
Text: Beware of Alligators								
2 U-CHANNEL 6' GRN		6	1	72	1	\$25.00	\$0.00	\$150.00
Color: Green								
Description: 6' Green U-Channel Post								
Text:								
3 Installation		1	1	1	1	\$330.00	\$0.00	\$330.00
Color:								
Description: Installation / Time and Materials								
Text:								

Notes:

Line Item Total:	\$711.00
Tax Exempt Amt:	\$711.00
Subtotal:	\$711.00
Taxes:	\$0.00
Total:	\$711.00

Company: Zephyr Lakes CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

Received/Accepted By:

/ /

EXHIBIT 10

Estimate



Sign Solutions of Tampa Bay, Inc.

3921 West MLK Blvd

Tampa, FL 33614

ph. (813) 269-5990

fax (813) 269-5991

email: sales@SignSolutionsTB.com

Estimate:

19987

Printed

3/31/2022 11:07:27AM

Description: **Beware of Alligator Signs & Install (QTY 10)**

Prepared For: Accounts Payable

ph: (321) 263-0132 x 4203

Company: Zephyr Lakes CDD

Estimate Date: 3/31/2022 11:05:27AM

email: districtap@dpfg.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 ALUM .063		10	1	18	12	\$38.50	\$0.00	\$385.00
Color: White								
Description: 18" x 12" x .063" aluminum w/ full color print.								
Text: Beware of Alligators								
2 U-CHANNEL 6' GRN		10	1	72	1	\$25.00	\$0.00	\$250.00
Color: Green								
Description: 6' Green U-Channel Post								
Text:								
3 Installation		1	1	1	1	\$550.00	\$0.00	\$550.00
Color:								
Description: Installation / Time and Materials								
Text:								

Notes:

Line Item Total:	\$1,185.00
Tax Exempt Amt:	\$1,185.00
Subtotal:	\$1,185.00
Taxes:	\$0.00
Total:	\$1,185.00

Company: Zephyr Lakes CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

Received/Accepted By:

/ /

EXHIBIT 11

Estimate



Sign Solutions of Tampa Bay, Inc.

3921 West MLK Blvd

Tampa, FL 33614

ph. (813) 269-5990

fax (813) 269-5991

email: sales@SignSolutionsTB.com

Estimate:

19988

Printed

3/31/2022 11:06:47AM

Description: **Beware of Alligator Signs & Install (QTY 15)**

Prepared For: Accounts Payable

ph: (321) 263-0132 x 4203

Company: Zephyr Lakes CDD

Estimate Date: 3/31/2022 11:06:23AM

email: districtap@dpfg.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 ALUM .063		15	1	18	12	\$34.65	\$0.00	\$519.75
Color:	White					Includes Discount:	(\$57.75)	
Description:	18" x 12" x .063" aluminum w/ full color print.							
Text:	Beware of Alligators							
2 U-CHANNEL 6' GRN		15	1	72	1	\$22.50	\$0.00	\$337.50
Color:	Green					Includes Discount:	(\$37.50)	
Description:	6' Green U-Channel Post							
Text:								
3 Installation		1	1	1	1	\$770.00	\$0.00	\$770.00
Color:								
Description:	Installation / Time and Materials							
Text:								

Notes:

Line Item Total:	\$1,627.25
Tax Exempt Amt:	\$1,627.25
Subtotal:	\$1,627.25
Taxes:	\$0.00
Total:	\$1,627.25

Company: Zephyr Lakes CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

Received/Accepted By:

/ /

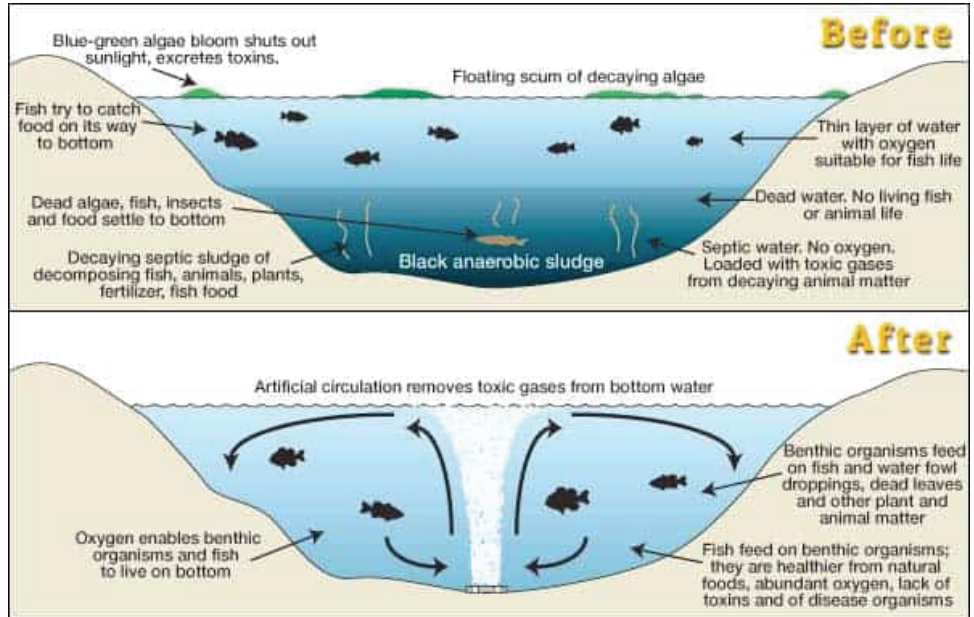
EXHIBIT 12

BOTTOM DIFFUSE AERATION SYSTEMS



HOW IT WORKS

- ✓ A Compressor box located on shore intakes air and pushed it through hoses to diffuser disks which are located on the bottom of the pond.
- ✓ The air is forced through tiny holes on these disks and exit as fine streams of bubbles, which float up towards the surface.
- ✓ As the bubbles float upwards, they pull water with them from the bottom of the pond to the top, turning water volume over, and helping it circulate.



DECREASED ALGAE BLOOMS

As the bubbles move through the water, they exchange gasses with it. Toxic gasses enter the bubbles as they travel and are carried out of the pond once they break the surface; this is known as off-gassing. At the same time, oxygen from inside the bubbles enters the water, increasing the water's oxygen content. Many forms of algae grow poorly in water with high levels of oxygen, and the increase in water movement slows their growth further. Diffused oxygen also helps break down nutrients like nitrogen and phosphorus which aid in algal growth. Nutrients like these build up over time, and it is typical for ponds with a lack of movement to become overloaded with them.



MINIMIZED FREQUENCY OF FISH KILLS

By increasing the oxygen content of the water, aeration systems also create a better environment for the pond's aquatic life. Ponds which are aerated host more robust populations with healthier fish. And by permanently mixing the pond's waters, it prevents the pond from settling into two distinct layers: a high-oxygen top layer with all the pond's life & low oxygen bottom layer where nothing can survive. This means smaller pond turnovers and a reduced frequency and severity of fish-kill events.



REDUCED MIDGE FLY NUMBERS

Another benefit of improving the health of pond's fish is allowing for better insect control; namely midge flies and mosquitos. When dissolved oxygen levels are higher throughout the water column it allows fish to dive deeper where the midge larvae begin their life cycle. Dissolved oxygen will also reduce stagnation in the lake creating a less desirable breeding ground for the insects. A healthy pond is less desirable for midge flies to breed because their larvae cannot survive. The conditions they prefer can be limited by installing aeration systems, helping to reduce their numbers.

Bottom diffuse aeration is a long-term remedy to many of the issues faced by Florida's stormwater ponds and man-made waterways. After their installation, and with proper maintenance, the benefits they provide can improve the health of any community's water features for years to come.



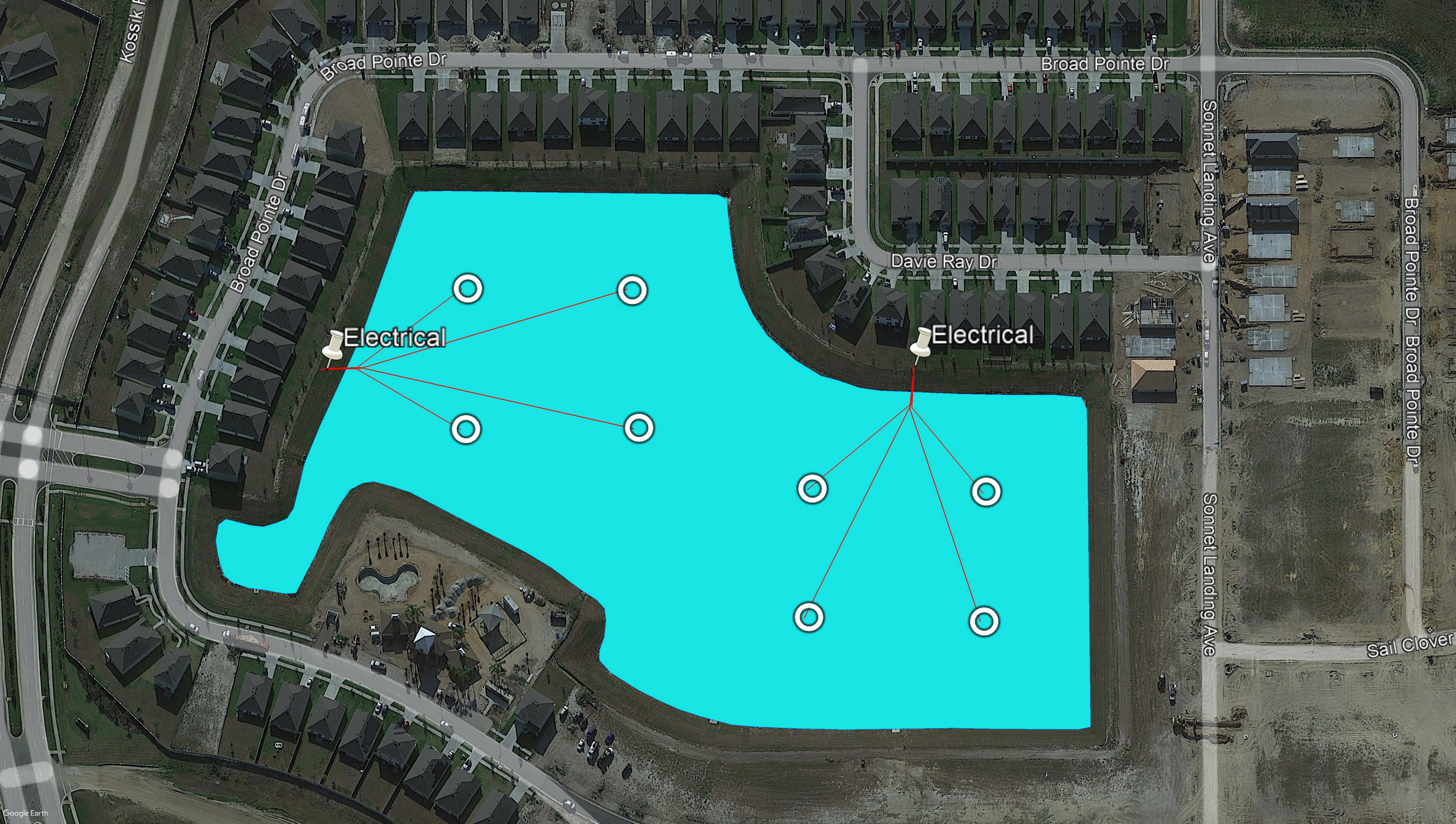


EXHIBIT 13



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576

813.836.7940 | office@steadfastenv.com

www.SteadfastEnv.com

Proposal

Date 4/19/2022 Proposal # 446

Customer Information		Project Information Zephyr Lakes Pond 20 Aeration In...	
Zephyr Lakes CDD c/o Breeze Home Ste1540 International Parkway Suite 2000 Lake Mary, FL 32746	Contact Phone E-mail michael@breezehome.com Account #	Zephyr Lakes Pond 20 Aeration Install	Proposal Prepared By: Kevin Riemensperger Type Of Work Aeration

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Installation of two bottom-diffuse aeration kits along pond 20 measuring 12.7AC/3,697LF. Please refer to the included map for arrangement. Each Kit includes: - 3/4 Gast Rotary Vane Compressor 65db - Valved outlets (to control air flow between diffusers) - 1,600ft of 1/2" weighted tubing. - 4 dual-head air diffusers with check valves - Fittings and clamps --4.5 amps @115v All Parts and Labor required for install included. Additional electrical services included. (Electrical Services to be completed by certified electrical contractor, not SE LLC.)		19,491.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total \$19,491.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

EXHIBIT 14



Steadfast Environmental, LLC
FKA Flatwoods Environmental
30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@steadfastenv.com
www.SteadfastEnv.com

Proposal

Date 4/15/2022 **Proposal #** 440

Customer Information		Project Information Zephyr Lakes Pond 20 Midge Spri...	
Zephyr Lakes CDD c/o Breeze Home 1540 International Parkway Suite 2000 Lake Mary, FL 32746	Contact Phone E-mail michael@breezehome.com Account #	Zephyr Lakes CDD Pond 20 Midge Treatment Spring 2022	Proposal Prepared By: Kevin Riemensperger Type Of Work Midge

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Aquatic Insecticide / Larvicide applications for midge fly control and maintenance within pond 20. Total area to be treated = 12.7 AC Treatment Scope: 3 applications per treatment. Each application to occur within 14 days of prior event. Technicians will utilize boat and blower system to distribute granular larvicide evenly across the pond, and to the bottom of the pond where the midge larvae dwell.		4,695.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total \$4,695.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

EXHIBIT 15

Service Agreement Amendment

Service Agreement Between Innovative Employer Solutions Inc and Zephyr Lakes Community Development District Dated April 1st, 2019

The Service Agreement dated April 1st, 2019, by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Zephyr Lakes Community Development District (Client) is hereby amended effective April 8th, 2022.

Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC.

By:  4/19/2022
DocuSigned by:
2C8FEE5899E74AF...
(Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By:  4/19/2022
DocuSigned by:
36AA13D889C14F2...
(Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.