

THREE RIVERS STEWARDSHIP DISTRICT

January 10, 2024

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
REGULAR MEETING
AGENDA**

**THREE RIVERS
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Three Rivers Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

January 3, 2024

Board of Supervisors
Three Rivers Stewardship District

Dear Board Members:

The Board of Supervisors of the Three Rivers Stewardship District will hold a Public Hearing and Regular Meeting on January 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2024-05, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondents
 - I. Atwell, LLC
 - II. Stantec Consulting Services, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
5. Update: Boundary Amendment
6. Acceptance of Unaudited Financial Statements as of November 30, 2023
7. Approval of October 11, 2023 Public Hearings and Regular Meeting Minutes

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer (Interim): *Stantec Consulting Services, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: February 14, 2024 at 11:00 AM

○ QUORUM CHECK

SEAT 1	PAMELA CURRAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	DALE WEIDEMILLER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PETE WILLIAMS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN BLAKLEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOHN LEINAWEAVER	☐ IN PERSON	☐ PHONE	☐ NO

9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

**THREE RIVERS
STEWARDSHIP DISTRICT**

3A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Three Rivers Stewardship District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota County, Florida, or in a newspaper by print in the issues of, on:

12/07/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/07/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$162.25

Order No: 9596839

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE THREE RIVERS STEWARDSHIP DISTRICT

In accord with Chapter 120, Florida Statutes and Chapter 2023-337, Laws of the Florida, the Three Rivers Stewardship District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Chapter 2023-337(6)(e), (6)(a) and (6)(20), Laws of Florida. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023), Chapter 2023-337(5), (6)(1)-(4), (6)(c), (6)(e), (6)(a), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561) 571-0010.
District Manager

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE THREE RIVERS STEWARDSHIP DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Three Rivers Stewardship District (District) on January 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. In accord with Chapter 120, Florida Statutes and Chapter 2023-337, Laws of Florida, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Sarasota Herald-Tribune on December 7, 2023.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The legal authority for the adoption of the proposed Rules of Procedure includes Chapter 2023-337(6)(e), (6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023), Chapter 2023-337(5), (6)(1)-(4), (6)(c), (6)(e), (6)(q), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Managers Office at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Managers Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

District Manager

**THREE RIVERS
STEWARDSHIP DISTRICT**

3B

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Three Rivers Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2023-337, Laws of Florida; and

WHEREAS, Chapter 2023-337, Laws of Florida, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as Exhibit A for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS STEWARDSHIP DISTRICT:

1. ADOPTING RULES OF PROCEDURE. The Rules of Procedure, attached hereto as Exhibit A, are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 2023-337, Laws of Florida, and Chapters 120 and 189, Florida Statutes.

2. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

3. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of January, 2024.

ATTEST:

THREE RIVERS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

**RULES OF PROCEDURE
THREE RIVERS STEWARDSHIP DISTRICT**

EFFECTIVE AS OF JANUARY 10, 2024

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Rule 1.0 General.

- (1) The Three Rivers Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2023-337, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Governing Board Members; Officers and Voting.

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Board Members elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Board Members shall hold office for the term specified by Chapter 2023-337 (5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 203-337(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2023-337, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2023-337(5) and (6), Laws of Florida

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 9 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Board Member’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2023-337(6)(4), Laws of Florida. Once adopted in accord with Chapter 2023-337(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published

as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2023-337, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District,

the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida

Law Implemented: Ch. 2023-337(6)(6)(e) and (6)(20), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2023-337(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery

service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2023-337, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida, §§ 119.07, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2023-337(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2023-337(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(19), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective January 10, 2024, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2023-337(6)(6)(e); (6)(6)(q), Laws of Florida

**THREE RIVERS
STEWARDSHIP DISTRICT**

4A



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Three Rivers Stewardship District
Three Rivers Stewardship District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Sarasota County, Florida, or in a newspaper by print in the issues of, on:

10/19/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/19/2023

Legal Clerk

Notary, State of WI, County of Brown

3/7/25

My commission expires

Publication Cost: \$374.00

Order No: 9411521

of Copies:

Customer No: 1061307

1

PO #: RFQ for Eng. Serv.

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

REQUEST FOR
QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE THREE RIVERS
STEWARDSHIP DISTRICT

RFQ for Engineering Services

The Three Rivers Stewardship District ("District"), located in Sarasota County, Florida, announces that professional engineering services will be required on a continuing basis for the District's anticipated capital improvements and other public improvements authorized by Chapter 2023-337, Laws of Florida, and Chapter 189, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a Statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Sarasota County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All applicants interested must submit one (1) original and one (1) electronic version of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on November 2, 2023, to the attention of District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

Pub: October 19, 2023; #9411521

**THREE RIVERS
STEWARDSHIP DISTRICT**

4B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE THREE RIVERS STEWARDSHIP DISTRICT**

RFQ for Engineering Services

The Three Rivers Stewardship District ("District"), located in Sarasota County, Florida, announces that professional engineering services will be required on a continuing basis for the District's anticipated capital improvements and other public improvements authorized by Chapter 2023-337, Laws of Florida, and Chapter 189, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Sarasota County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one (1) original and one (1) electronic version of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on November 2, 2023, to the attention of District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses

associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE THREE RIVERS STEWARDSHIP DISTRICT**

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 35 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other community development districts and independent special districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

**THREE RIVERS
STEWARDSHIP DISTRICT**

4C1



CONSULTING. ENGINEERING. CONSTRUCTION.

November 1, 2023

Three Rivers Stewardship District
Attn: Chesley E. Adams, Jr., District Manager
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**Subject: Three Rivers Stewardship District
Request for Qualifications for Engineering Services**

Dear Mr. Adams:

Atwell, LLC is pleased to submit the enclosed response to the Request for Qualifications for Engineering Services for the Three Rivers Stewardship District ("District").

The Atwell, LLC team consists of experts in the areas of civil engineering, landscape architecture, land use planning, GIS and AutoCAD design. With offices in Bonita Springs, Fort Myers, Sarasota, Tampa, and Orlando, Florida, as well as many additional locations across the country, Atwell, LLC offers full service civil engineering based upon honesty, a strong work ethic, and an unmatched commitment to our clients' success.

For over 20 years, we have designed and permitted numerous master-planned residential communities across Southwest Florida and serve as the Engineer of Record for many projects in Sarasota, Lee, and Collier County, including Esplanade Golf and Country Club of Naples, Azure at Hacienda Lakes, and Esplanade at Hacienda Lakes. This local expertise and project-specific knowledge provides our team with an in-depth understanding of the District's needs and the capacity to ensure the highest quality of development.

The following summary exemplifies why Atwell, LLC is most qualified to provide Engineering Services as the District Engineer for the Three Rivers Stewardship District:

Unmatched Knowledge of the Project. Atwell, LLC's team of experienced civil engineers are currently serving as the Engineer of Record for the Esplanade by the Islands project and have secured local construction plan approval with Collier County. The understanding of the water management system design, the unique environmental conditions both within and surrounding the community, as well as the status of existing and pending permits provides our team with an unparalleled advantage to provide Engineering Services to the District.

Experienced Local Leadership. As the Director of the Bonita Springs office of Atwell, LLC, Jacquelyn (Jackie) M. Larocque, P.E. will lead our commitment to the Three Rivers Stewardship District as the Project Director and Point of Contact. Jackie has over 17 years of project management and civil engineering design experience in Southwest Florida and currently serves as Project Director for the Currents Community Development District. Jackie's project knowledge and strong relationships with the water management districts and local municipalities will ensure

the District's service requirements are not only met, but exceeded in terms of budgets, project schedules, and implementation of the development program.

Similar Experience. Jeremy H. Arnold, P.E. will serve as the District Engineer, and has extensive experience serving as a District Engineer for numerous master-planned communities across Southwest Florida. Jeremy has served as District Engineer for the Currents Community Development District (CDD) for over 4 years, and currently performs all duties relating to the operation and management of the CDD. Jeremy also serves as District Engineer for the Esplanade Lake Club Community Development District in Lee County, and previously served as District Engineer for the Flow Way Community Development District in Collier County.

Competence & Capacity. With six (6) Florida registered Professional Engineers in the Bonita Springs office, the Atwell, LLC team has the institutional knowledge and experience to ensure accurate implementation of the District's infrastructure, in addition to its appropriate long-term maintenance.

Thank you for the opportunity to provide our services to the District. We are confident that our project-specific expertise, local knowledge, and commitment to quality design and customer service position us as the clear choice for the Three Rivers Stewardship District Engineer.

If you have questions or require further information, please contact me at (239) 405-7777 or jarnold@atwell-group.com.

Sincerely,

ATWELL, LLC

A handwritten signature in blue ink, appearing to be 'JH Arnold', with a long horizontal flourish extending to the right.

Jeremy H. Arnold, P.E.
Vice President

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Three Rivers Stewardship District (Sarasota County, FL)

2. PUBLIC NOTICE DATE
11/01/2023

3. SOLICITATION OR PROJECT NUMBER

Request for Qualifications for Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jessica K. Linn - Project Coordinator

5. NAME OF FIRM

Atwell, LLC

6. TELEPHONE NUMBER
(239) 405-7777

7. FAX NUMBER
(239) 405-7899

8. E-MAIL ADDRESS
jlinn@atwell-group.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER			
			SUBCON-TRACTOR			
a.	☒			Atwell, LLC ☒ CHECK IF BRANCH OFFICE	28100 Bonita Grande Drive, Suite 305 Bonita Springs, FL 34135	District Engineer, Project Director
b.				 ☐ CHECK IF BRANCH OFFICE		
c.				 ☐ CHECK IF BRANCH OFFICE		
d.				 ☐ CHECK IF BRANCH OFFICE		
e.				 ☐ CHECK IF BRANCH OFFICE		
f.				 ☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jeremy H. Arnold, P.E.	District Engineer	a. TOTAL 21	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION <i>(City and State)</i> Atwell, LLC (Bonita Springs, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering - University of Kentucky		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer, License No. 66421	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> National Society of Professional Engineers, Florida Engineering Society, Urban Land Institute			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Currents Community Development District (Naples, FL)	PROFESSIONAL SERVICES 2019 - Present	CONSTRUCTION <i>(If applicable)</i> 2019 - Present
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serve as District Engineer since 2019. Provide consulting services for district establishment and expert testimony for bond validation proceedings. Develop master engineer's report and support for infrastructure acquisition. Develop cost estimates for public infrastructure to be produced by the district.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Esplanade Lake Club Community Development District (Fort Myers, FL)	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Serve as District Engineer since 2019. Provide consulting services for district establishment and expert testimony for bond validation proceedings. Develop master engineer's report and support for infrastructure acquisition. Develop cost estimates for public infrastructure to be produced by the district.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Flow Way Community Development District (Naples, FL)	PROFESSIONAL SERVICES 2018 - 2021	CONSTRUCTION <i>(If applicable)</i> 2018 - 2021
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Previously served as District Engineer from 2018 to 2021. Provided consulting services for development of supplemental engineer's report to support final bond issuance. Develop cost estimates for public infrastructure to be produced by the district.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jacquelyn M. Larocque, P.E.	Project Director	15	11

15. FIRM NAME AND LOCATION *(City and State)*

Atwell, LLC (Bonita Springs, FL)

16. EDUCATION *(Degree and Specialization)*

B.S., Civil Engineering - Florida Gulf Coast University

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Florida Professional Engineer, License No. 85247

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Engineering Society, Lee County Engineering Panel, FGCU Engineering Academic Advisory Board, FGCU Soaring Eagle Award 2023

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Azure at Hacienda Lakes (Naples, FL)		2015 - 2023	2016 - 2023
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Senior Project Manager responsible for the civil engineering design, permitting, and construction management of a 420-unit subdivision on 133 acres in Collier County, FL. The project consisted of SFWMD permit modifications including ICPR model revisions, water use and dewatering permitting, Collier County Plans and Plat Permits, and Site Development Permits for multi-family homes and the amenity center. The project was completed in three phases. Civil scope included all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.		☒ Check if project performed with current firm	
Esplanade at Hacienda Lakes (Naples, FL)		2013 - 2023	2013 - 2023
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Senior Project Manager responsible for the civil engineering design, permitting, and construction management of a subdivision in Collier County, FL. The project consisted of a SFWMD permit including ICPR modeling, water use and dewatering permitting, Collier County Plans and Plat Permits, and a Site Development Permit for the amenity center. The project was completed in four phases. Civil scope included all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.		☒ Check if project performed with current firm	
Caymas (FKA San Marino/Willow Run) (Naples, FL)		2013 - Present	2022 - Present
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Senior Project Manager responsible for the civil engineering design, permitting, and construction management of a subdivision in Collier County, FL. The project consists of SFWMD permit modifications including ICPR modeling, water use and dewatering permitting, Collier County Plans and Plat Permits, and a Site Development Permit for the amenity center. Civil scope includes all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.		☒ Check if project performed with current firm	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION <i>(City and State)</i> Currents CDD (Naples, FL)	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2019 - Present</td> <td>CONSTRUCTION <i>(If applicable)</i> 2019 - Present</td> </tr> </table>		PROFESSIONAL SERVICES 2019 - Present	CONSTRUCTION <i>(If applicable)</i> 2019 - Present
PROFESSIONAL SERVICES 2019 - Present	CONSTRUCTION <i>(If applicable)</i> 2019 - Present			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Felipe Gonzalez	c. POINT OF CONTACT TELEPHONE NUMBER (239) 237-0517
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Esplanade by the Islands is a 1,250 unit master planned community in Naples, Florida. Atwell, LLC is the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and serves as the District Engineer for the Currents CDD. The total CIP for the Currents CDD includes approximately \$18.5 million of public infrastructure including surface water management, sanitary sewer, potable water, irrigation, exterior landscaping, off-site improvements, environmental preserves, and related design and permitting fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE District Engineer, Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Esplanade Lake CDD (Fort Myers, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Felipe Gonzalez	c. POINT OF CONTACT TELEPHONE NUMBER (239) 237-0517
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Esplanade Lake Club is a 620 unit master planned community in Fort Myers, Florida. Atwell, LLC is the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and serves as the District Engineer for the Esplanade Lake Club Community Development District. The preliminary CIP for the Esplanade Lake Club CDD included approximately \$25 million of public infrastructure including stormwater management system, potable water, sanitary sewer system, ground improvements, environmental/mitigation and public roadway.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE District Engineer, Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Flow Way CDD (Naples, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - 2021	CONSTRUCTION <i>(If applicable)</i> 2018 - 2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison Esplanade Naples, LLC	b. POINT OF CONTACT NAME Felipe Gonzalez	c. POINT OF CONTACT TELEPHONE NUMBER (239) 237-0517
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Esplanade Golf and Country Club of Naples is an 1,184 unit development in Naples, Florida. Atwell, LLC was the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and previously served as the District Engineer for the Flow Way CDD. The total CIP for the Flow Way CDD includes \$39 million of public infrastructure including surface water management, sanitary sewer, potable water, irrigation, exterior landscaping, off-site improvements, environmental preserves and related design and permitting fees.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE District Engineer, Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4		
21. TITLE AND LOCATION <i>(City and State)</i> Azure at Hacienda Lakes (Naples, FL)	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2015 - 2023</td> <td>CONSTRUCTION <i>(If applicable)</i> 2016 - 2023</td> </tr> </table>		PROFESSIONAL SERVICES 2015 - 2023	CONSTRUCTION <i>(If applicable)</i> 2016 - 2023
PROFESSIONAL SERVICES 2015 - 2023	CONSTRUCTION <i>(If applicable)</i> 2016 - 2023			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Toll Brothers, Inc.	b. POINT OF CONTACT NAME Jim Hepler	c. POINT OF CONTACT TELEPHONE NUMBER (847) 456-4492
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Azure at Hacienda Lakes is a 420-unit subdivision in Naples, Florida. Atwell, LLC was the Engineer of Record for the project, responsible for civil engineering design, permitting, and construction management. The project consisted of SFWMD permit modifications including ICPR model revisions, water use and dewatering permitting, Collier County Plans and Plat Permits, and Site Development Permits for multi-family homes and the amenity center. The project was completed in three phases. Civil scope included all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Esplanade at Hacienda Lakes (Naples, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013 - 2023	CONSTRUCTION <i>(If applicable)</i> 2013 - 2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Taylor Morrison of Florida, Inc.	b. POINT OF CONTACT NAME Felipe Gonzalez	c. POINT OF CONTACT TELEPHONE NUMBER (239) 237-0517
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Esplanade at Hacienda Lakes is a subdivision in Naples, Florida. Atwell, LLC was the Engineer of Record for the project, responsible for the civil engineering design, permitting, and construction management. The project consisted of a SFWMD permit including ICPR modeling, water use and dewatering permitting, Collier County Plans and Plat Permits, and a Site Development Permit for the amenity center. The project was completed in four phases. Civil scope included all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> Caymas (FKA San Marino/Willow Run) (Naples, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013 - Present	CONSTRUCTION <i>(If applicable)</i> 2022 - Present

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Stock Development	b. POINT OF CONTACT NAME Christopher Johnson	c. POINT OF CONTACT TELEPHONE NUMBER (239) 449-5225
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Caymas (FKA San Marino/Willow Run) is a subdivision in Naples, Florida. Atwell, LLC is the Engineer of Record for the project, responsible for the civil engineering design, permitting, and construction management. The project consists of SFWMD permit modifications including ICPR modeling, water use and dewatering permitting, Collier County Plans and Plat Permits, and a Site Development Permit for the amenity center. Civil scope includes all site related civil infrastructure such as parking lot design, utility layout and design, drainage infrastructure, and lake excavation, as well as permitting through local agencies.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bonita Springs, FL	(3) ROLE Engineer of Record
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Currents CDD	6	Caymas (FKA San Marino/Willow Run)
2	Esplanade Lake Club CDD	7	
3	Flow Way CDD	8	
4	Azure at Hacienda Lakes	9	
5	Esplanade at Hacienda Lakes	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Atwell, LLC offers a diverse set of land development services founded on exceptional client service, quality design, and a solid commitment to our clients' success. We recognize that each of our clients and their respective projects are unique, and approach each opportunity objectively with our clients' goals in mind. We provide a range of planning, civil engineering, and landscape architecture services and have successfully completed projects including master planned residential communities, community parks, commercial and industrial developments, and master stormwater drainage systems.

Our talented team of project managers coordinate every project with an integrative approach to the design development process. From the onset of each project, we utilize the diversity of skills and experience among our multi-disciplinary professionals to ensure innovative problem-solving and a more fluid permitting process. This holistic approach provides our clients with not only the added value and convenience of "one stop shopping", but with the assurance that their project will be completed both efficiently and accurately. Most importantly, thanks to the caliber of our professionals, we continue to serve satisfied, repeat clientele, as well as build new relationships across the community.

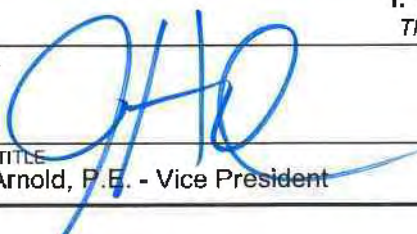
The services Atwell, LLC offers include:

1. Civil Engineering
 - Master Stormwater Design
 - Master Water and Sewer Design
 - Paving and Grading Design
 - Water Distribution Design
 - Lift Station and Force Main Design
 - Construction Plan Preparation
2. Permitting
 - Local Construction Plan Permitting
 - Water Management District Permitting
 - FDEP Water and Wastewater Permitting
 - FDOT Permitting
 - National Pollutant Discharge Elimination System Permitting (NPDES)
3. Construction Administration
 - Bid Package Preparation
 - Contract Management
 - Construction Observation
 - Certifications
4. Due Diligence and Feasibility Studies
 - Lot Fit Analysis
 - Due Diligence Reports
 - Project Feasibility Studies
 - Geographic Information Systems (GIS) Exhibits

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

11/1/2023

33. NAME AND TITLE

Jeremy H. Arnold, P.E. - Vice President

**THREE RIVERS
STEWARDSHIP DISTRICT**

4CII



The Three Rivers Stewardship District

Engineering Services

Submitted by Stantec Consulting Services Inc.

November 2, 2023

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November 2, 2023

Stantec Consulting Services Inc.
920 Professional Pkwy E
Sarasota, FL 34240



Attention: District Manager,
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Reference: RFQ for Engineering Services for the Three Rivers Stewardship District

Dear Selection Committee,

Florida is a dynamic and diverse state that attracts all types of people, from young to retirees. Its natural beauty, abundant recreation, and favorable business climate make it one of the most desirable places to live, work, and play. However, this also brings challenges and opportunities for managing growth and development in a responsible and sustainable way. That is why Stewardship Districts, like Three Rivers, are essential tools for creating and maintaining high-quality communities that balance environmental, social, and economic needs.

Stantec has been a trusted partner for various Stewardship and Community Development Districts in Florida for more than 30 years. Our history of success is shared with the clients that we helped shape some of the most successful and innovative communities in the state, such as Lakewood Ranch, Babcock Ranch, North River Ranch, Wellen Park, and Hi Hat Ranch in Sarasota and Manatee Counties. We have a deep understanding of the unique needs of Stewardship Districts and offer a comprehensive range of professional engineering services to meet them. Whether it is planning, design, permitting, construction, operation, or maintenance, we have the skills and resources to deliver solutions that are efficient, effective, and aligned with your vision.

It is for that reason that we are excited to present our qualifications to serve as District Engineer for the Three Rivers Stewardship District. As a leading engineering firm in Florida, we have the expertise, experience, and enthusiasm to support your vision and goals.

Your vision is our vision. We intend to support the Three Rivers Stewardship every step of the way. Our team understands the opportunities and challenges regarding the management of land and development, professional services, and stakeholders. As a professional engineering consultant, we strive to provide you with best-in-class engineering services and be your trusted partner.

So why Stantec? Our team appreciates the opportunity to submit its qualifications to provide Professional Engineering Services for the the Three Rivers Stewardship District. The Stantec team is right for the job for several reasons.

- **We are experts in Stewardship Districts in Southwest Florida:** A seasoned firm, specializing in providing district engineering services for numerous Southwest Florida-based Stewardship and Community Development Districts. In addition, we currently serve as the Interim District Engineer for the Three Rivers Stewardship District.
- **We have every professional consulting service you need:** When it comes to professional consulting services, Stantec has it all. Our broad range of in-house capabilities and resources including planning, civil/site engineering, structural engineering, transportation and roadway engineering, landscape architecture, water resources engineering, water conservation studies and design/NPDES, survey, GIS, ecological and environmental permitting, contract management and inspection services, expert witness testimony, irrigation systems plans and design, and economic analysis services.
- **A track record of client successes.** Our team understands that if we help our clients succeed, then we succeed. We pride ourselves on our history of providing professional consulting and engineering services for the largest communities in Florida on-time and within budget.
- **We are local and ready to engage:** We will manage this contract from our local Sarasota office, located at 6920 Professional Pkwy E, Sarasota, FL 34240. We've identified dedicated team that is committed to the District, that is available and has already made this contract a priority.

We see a tremendous opportunity for the Three Rivers District and are enthusiastic about being part of the team. We invite you to review our qualifications and experience. Please do not hesitate to reach out to me directly if you have any questions. We look forward to serving as your District Engineering Consultant.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Michael A. Kennedy".

Mike Kennedy, PE, Account Manager
Office: (941) 907-6913 | Mobile: (941) 323-9774
Mike.Kennedy@Stantec.com



Overview of Qualifications

The Stantec community unites more than 28,000 specialists working in over 400 locations. We collaborate across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Our goal in each project is to provide social, environmental, and economic benefits in keeping with the physical site conditions, public expectations, and market realities of the project.

We offer the complete range of professional planning and design services necessary to carry property through planning, approvals and permitting, to design and construction. Stantec's team of experts includes urban planners, civil engineers, and environmental scientists. This team designs distinguished new towns and communities and provides ongoing support to include District Engineering Contracts. We have earned a strong reputation for helping nationally recognized clients realize the maximum potential of their vision and investment.

Approach to District Development

Developing land into a residential or mixed-use community requires a mix of technical skill and creative vision, as well as insight into development. We merge this expertise to create value for our clients and community.

Our knowledge of the industry runs deep; we know the Sarasota community, the local political climate, and the policies that impact a project's progress so we can guide you through the development process from beginning to end.

Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create designs using knowledge of local regulations to navigate approvals. Our environmental scientists restore and preserve sites. Our public participation experts engage stakeholders to build consensus. And our landscape architects, and project managers bring designs to life. Together, we cover all aspects of land development while balancing what's important to the community and the environment.

Ability of Applicants Professional Personnel



Mike Kennedy, PE will serve as the District Engineer/ Stantec Project Manager, and brings more than three decades of experience in the management of stewardship and community development district engineering contracts. Mike embodies the specific expertise to successfully execute this contract and is supported by a specialized team of professionals that have worked with him on similar district contracts, and thus, the entire Stantec team knows how to successfully execute task orders for this type of contract.

Time and Budget Requirements

As Stantec's Project Manager, Mike will act as the "air traffic controller" for task assignments and is able to internally coordinate the assigning of tasks to the most qualified personnel, expediting the process and qualifying the assigned staff simultaneously. If the schedule or scope changes during the delivery of any project, our contract manager can coordinate the necessary changes directly with the District staff to provide immediate response to your needs, and minimize the effect on the schedule, budget, and quality of work. One of our main objectives is to facilitate the District Manager's oversight of the projects and ultimately be an extension of your staff. This commitment includes four basic concepts:

- Identify, understand, and utilize available technical information (*don't reinvent the wheel*).
- Maintain the same core team throughout each project to improve efficiency and quality of project delivery.
- Identify the critical path at the proposal phase, and develop realistic schedule and budget.

- Emphasize strong project management to implement a quality project within the agreed upon schedule and budget.



We are fully committed to meeting all schedule and budget requirements for this contract.

Preparation and Use of a Task-Specific Detailed Work Plan

At Stantec we call our plan for project success a "Work Plan". This job specific work plan includes a fully detailed, resources-loaded schedule that includes all tasks, production activities, permitting milestones, and deliverables included in the scope of work for each task assignment. This work plan also includes both personnel and equipment resources that will be needed, along with their cost elements. This will allow the work plan to be balanced against the project budget. In this way as changes are made to the schedule, financial impacts of those changes can be evaluated. The work plan is the way that Mike Kennedy, our proposed District Engineer and Project Manager, and team leaders can assure the District staff that we will deliver each project as contracted. We have an internal checks and balances system of QA/QC that ensures redundancy at every stage and allows for senior staff to oversee the quality of documents and execution of design during construction.

Past Experience and Performance

Stantec has provided district engineering services for more than 60 districts in the state of Florida. Our experience in these types of contracts is unparalleled by other professional service firms. Please see our attached SF 330 for further detailed information.

Commitment to Community

Stantec's key qualifications in the comprehensive planning and design of residential developments include:

- More than \$1 billion of capitalization in Florida
- Prime consultant for more than 12 Developments of Regional Impact (projects larger than 1,000 residential units) and over 60 Planned Communities, encompassing more than 50,000 acres and 80,000 residential units.
- District Manager for more than 60 development districts in the state of Florida
- New town developments have included site work for housing, recreation and commercial components.

Our reputation for planning, design and scientific expertise is unparalleled in Florida. We work closely with state and federal governmental agencies early in the design process to obtain their input and concerns. We are particularly strong in offering close relationships with Hillsborough County, SWFWMD, and other local permitting agencies.

Commitment to Providing District Engineering for Communities

Our track record is unsurpassed in the state for managing district engineering contracts and our Project Manager, Mike Kennedy, has dedicated more than three decades of experience to managing and providing leadership to these types of contracts.

We are a full-service team, available in-house and are ready to serve this contract.

Practice Areas

- Planning, Zoning, & Entitlements
- Civil/Site Engineering
- Master Planning
- Landscape Architecture
- Architecture/Interior Design
- Buildings Engineering
- Environmental Services
- Survey & Geomatics
- Traffic Planning
- Transportation Engineering
- Structural Engineering
- Program & Project Management
- Water & Water Resources
- Industrial Facilities

Local Sarasota County Expertise

- Planning and Zoning
- Civil/Site Engineering
- Structural Engineering
- Traffic/Transportation
- Landscape Architecture
- Land Surveying
- Environmental Services
- Geomatics & Survey

Recent, Current, and Projected Workloads

Our Team is fully committed to serving the Three Rivers Stewardship District to our fullest potential. At Stantec, we only take on projects that we are able to effectively manage and complete to the best of our professional ability. Before we consider any opportunity, our Team evaluates each for potential scheduling conflicts and adequate staff availability.

For this contract, we have the appropriate staff availability and workload to deliver a level of service that you can expect from a top-tier global design firm. Below, we have outlined our staff's availability in consideration of recent, current, and projected workload for your review.

PROJECT TEAM WORKLOAD AND AVAILABILITY		
Staff	Role	Availability
Mike Kennedy, PE	District Engineer	50%
Kris Wilhoit, PE	Deputy District Engineer	40%
Rob Engel, PE	Engineering	30%
Stephen MacEachern, PE, PSM	Engineering	50%
Ben Quartmaine, PE	Engineering	40%
Katie LaBarr, AICP	Planning	50%
Amanda Brandon, AICP	Planning	50%
Frank Domingo, PE	Transportation Planning and Engineering	50%
Scott Buttari, PLA	Landscape Architecture	40%
Bob Cunningham, PLS	Survey	30%

Location of office providing services to Three Rivers Stewardship District

Stantec will be providing District Engineering Services from its Sarasota, Florida office, located at **6920 Professional Pkwy E, Sarasota, FL 34240.**

MBE Status

Stantec is not a certified minority or small business enterprise.



Land Planning

Planning is the scientific, aesthetic, and orderly development of land, resources, facilities, and services attained through careful and thoughtful attention to the physical, economic, and social efficiency and well-being of urban and rural communities.

Stantec's US South planners have a wealth of knowledge in public and private sector comprehensive planning and project management. Our knowledge and skills have been honed through decades of relevant experiences responding to a community's rapidly changing demographics, and are invaluable to local governments across North America as they respond to increasing growth management challenges. Specific components include identification and provision of critical community facilities; definition of open space networks; the need to stabilize and enhance existing neighborhoods; and promotion of redevelopment and infill within communities.

Our Florida planners have a proven track record of creating vision plans, comprehensive "area-wide structure" plans, large scale plan amendments, corridor plans, neighborhood plans, and revitalization plans for local governments, public-private partnerships, land owners, and developers. These initiatives include comprehensive plan amendments, land development codes, and design guidelines for numerous large acreage premier residential and mixed use developments in Florida.

Mixed-Use & Residential Development

Stantec staff have been involved in hundreds of projects and understands that being proactive, is critical in the success of the project. Within the area of development, Stantec has diverse experience with design requirements and local agency requirements. By using computerized digital terrain models, Stantec ensures that earthwork volumes are comprehensively and accurately determined.

Stantec provides services that include: topographic and pre-engineering surveys; functional designs and servicing plans; supporting studies; and the design of lot grading plans and earthwork calculations; water supply and distribution facilities; sanitary sewage collection, treatment, and stormwater management facilities; roadways and surface works as well as electrical distribution and street light design. Additionally Stantec provides services which include contract documents and specifications; contract administration; review and approval of site plans; coordination of utilities; and certification of lot grading plans.

Engineering

Our multidisciplinary Urban Development team brings specialized talents, industry knowledge, and professional experience to maximize the potential of each clients' project. We offer interdisciplinary services in land planning, landscape architecture, engineering and survey services, as well as project management, construction observation, and contract administration. Combined with the vast number of services Stantec offers overall, Urban Development is a dynamic group serving a wide variety of public and private clients.

Whether it is a new neighborhood, a downtown revitalization, a new park or sports field, or an entirely new city, Stantec has the professional staff to manage a variety of projects throughout the project life cycle from initial planning to construction administration. Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, regulatory constraints, fiscal requirements, and environmental limitations. Our portfolio includes master-planned communities; single-family, multi-family, senior housing, and lifestyle communities; retail; commercial; corporate office; mixed-use; parks/recreational; resorts and theme parks; higher education; healthcare; and institutional developments.

Our one-stop shop of planners, landscape architects, engineers, surveyors, and construction administrators see projects through from genesis to completion – seamlessly.

PROFESSIONAL SERVICES



Stormwater Management

From the initial conceptual and planning stages, throughout the detailed landscape architecture and engineering design, we offer solutions that maximize the site potential while effectively managing stormwater. Aesthetic and environmentally friendly designs create opportunities for recreation, leisure and education, increasing market value, and enhancing user experience. Our planning and design process explores the opportunities to include trails and interpretive features, habitat for wildlife, and careful water management.

Stantec professionals can offer a wide range of solutions for stormwater. Our comprehensive services include stormwater facility design, hydrologic and hydraulic modeling, water quality modeling, ecological assessment, grading and planting design, irrigation design, open space planning, environmental assessment, vegetation control, protection, and management plans, environmental mitigation, landscape restoration, and constructed wetlands. This approach is complemented by our experience in conceptual design, stormwater modeling, graphic illustrations and renderings, and construction drawings. As a result, we provide stormwater management facilities that are attractive, innovative and cost effective, enhancing the environment and capturing the unique character of the surrounding communities and developments.

Roads and Highways - Transportation Engineering

Our transportation specialists offer extensive experience in both urban and rural roadway projects ranging from conceptual, preliminary, and detailed design through to construction administration and asset management. Stantec's roadway design approach is multi-disciplined, using advanced tools and technologies. Our professionals specialize in drainage, street lighting, signing, pavement markings, traffic signals, and landscaping. Our approach, along with a healthy dose of pragmatism through our involvement in hundreds of projects in every conceivable climate and terrain, provides our clients with designs that meet current and projected needs in a cost-effective and sensitive manner.

Water Engineering

By viewing water as an integrated system, Stantec optimizes solutions that minimize infrastructure cost and maximize efficiency and sustainability of the resource.

Our hydrogeologists, geochemists, scientists, and engineers have an in-depth understanding of ground and surface water systems. Our professionals are well-versed in watershed management, aquifer storage and protection, concrete and earthen dams, bank protection, stream restoration, floodplain mapping, and area drainage and watercourse master planning.

Stantec is a water quality innovator and industry leader in biological nutrient removal, membrane technology, ultraviolet disinfection, advanced oxidation, and ozonation. When water quality requirements are critical to manufacturing and industrial processes, Stantec customizes treatment for maximum efficiency and consistency. When water carries a waste product, we optimize treatment and disposal to best protect resources while minimizing cost and regulatory risk.

Landscape Architecture

Landscape architecture is the art and science of analysis, planning, design, management, preservation, and rehabilitation of the land. It integrates and applies knowledge of ecology, socio-cultural factors, economics, and aesthetics to create quality and sustainable environments that are functional, innovative, meaningful, and attractive.

Our landscape architects provide creative and effective solutions to our clients for a wide range of projects including neighborhood and community design, urban design, park and recreation, resort and attractions, streetscape, waterfronts, landscape reclamation and restoration, heritage conservation, landscape assessments, landscape development plans, therapeutic design, and design for special user needs.

SF 330 Qualifications



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Engineering Services for the Three Rivers Stewardship District (Sarasota County, Florida)

2. PUBLIC NOTICE DATE

October 21, 2023

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Mike Kennedy, PE, Account Manager

5. NAME OF FIRM

Stantec Consulting Services Inc.

6. TELEPHONE NUMBER

(941) 907-6913

7. FAX NUMBER

(941) 907-6911

8. E-MAIL ADDRESS

mike.kennedy@stantec.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	JV	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Stantec Consulting Services Inc. ☒ CHECK IF BRANCH OFFICE	6920 Professional Pkwy E, Sarasota, FL 34240	District Engineer, Professional Planning Services, Transportation Planning & Engineering, Landscape Architecture, and Survey
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

THREE RIVERS STEWARDSHIP DISTRICT



Mike Kennedy, PE
District Engineer



Kris Wilhoit, PE
Deputy District Engineer

Engineering

Rob Engel, PE
Stephen MacEachern, PE, PSM
Ben Quartermaine, PE

Planning

Katie Labarr, AICP
Amanda Brandon, AICP

Landscape Architecture

Scott Buttari, PLA

Transportation

Frank Domingo, PE

Survey

Bob Cunningham, PLS

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
 Mike Kennedy, PE	District Engineer	a. TOTAL	b. WITH CURRENT FIRM
		42	34
15. FIRM NAME AND LOCATION (City and State)			
Stantec Consulting Services Inc. (Sarasota, FL)			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Bachelor of Science, Civil Engineering, Auburn University		Professional Engineer #38120, State of Florida Member, National Society of Professional Engineers Member, Florida Engineering Society	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Mike is a civil engineer with more than 40 years of experience. His expertise is large-scale, master-planned communities which include residential, commercial, industrial, and public spaces. He's also worked on large scale water and wastewater systems including the planning and design of these facilities for large communities. These projects are Mike's passion. He enjoys the challenge of having to use every skill to look ahead and visualize the lasting effect of each decision on the community. Mike leverages his ability to forge strong, authentic connections through his account management role in our US Southeast region. He oversees Stantec's relationships with key long-term clients in the region, building mutual trust and understanding as Stantec works to deliver the right solutions for their communities. Mike's most recent role prior to this was as regional operating unit leader for North America, a role that Mike helped develop and evolve to support smoother integration of Stantec's many business lines, enabling us to support a greater range of clients needing solutions across multiple disciplines.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lakewood Ranch Master Planned Community (Sarasota and Manatee Counties, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal-in-Charge. Responsible for overall client interface and project and team management for multiple projects within this more than 28,000-acre premier residential and commercial development including roadways, neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities, as well as serving as District Engineer for the Lakewood Ranch Stewardship District. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 28,000-acre Lakewood Ranch community over the last 25 years.		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Wellen Park (FKA West Villages) Master Planned Community (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal-in-Charge. Responsible for overall client interface and project and team management for 8,500 acre mixed use development. District Engineer for West Villages Improvement District, a special taxing district responsible for delivery of infrastructure for the project. Project is the fifth fastest selling community in the US and includes residential, commercial, recreation (including the new Atlanta Braves spring training facilities), schools, and medical facilities.		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lorraine Road Extension (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Principal-in-Charge. Stantec is providing survey, design, permitting, environmental, and bid phase and construction phase services for approximately 3.6-mile extension of Lorraine Road (from the McCann Holdings Parcel northern boundary to Knights Trail Road South). Stantec is designing Lorraine Road South as a four-lane divided roadway from the McCann Holdings Parcel northern boundary to the future SR 681 intersection; and designed with the two outside lanes of a four-lane divided roadway from the SR 681 intersection to Knights Trail Road.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
 Kris Wilhoit, PE	Deputy District Engineer	a. TOTAL	b. WITH CURRENT FIRM
		24	9
15. FIRM NAME AND LOCATION (City and State)			
Stantec Consulting Services Inc. (Sarasota, FL)			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Bachelor of Science, Civil Engineering, University of Miami Bachelor of Science, Architectural Engineering, University of Miami Certified Stormwater Management Inspector, Florida Department of Environmental Protection (FDEP)		Professional Engineer #59549, State of Florida Associate Member, American Society of Civil Engineers Member, Florida Engineering Society	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Mr. Wilhoit has more than 24 years of extensive professional engineering experience in the design, permitting, and construction phase services of commercial, mixed-use, and residential projects. His expertise includes stormwater management systems, wastewater collection systems, and water distribution systems.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Windward at Lakewood Ranch (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
Engineer-of-Record. Responsible for the design and permitting of a 450-acre site for the initial phase of a 900-unit residential subdivision in Sarasota County. Project design and permitting included the Master Drainage and Earthwork for the entire 450-acres site. Sarasota County utilizes large master watershed basin models (ICPR) to regulate the design and permitting of development. Design challenges for the stormwater management system included the utilization of multipurpose lakes for floodplain mitigation of 10 acre-ft of impact, stormwater attenuation, and stormwater treatment. The intricate connectivity of the stormwater management areas allows for stormwater inflow from of f-site into and throughout the system while maintaining predevelopment offsite peak stages.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lakewood Ranch (Sarasota & Manatee Counties, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
Engineer. Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 31,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million sf of retail/commercial, 8 million sf of office and 4.5 million sf of industrial land uses will be accommodated.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	3H Ranch (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm
Engineer-of-Record. Situated east of Interstate 75 and south of Clark Road (State Road 72) lies the 3H Ranch Property, a 2,733 acre site destined as a Sarasota County Village Planned Development (VPD). Within these bounds, 3H Ranch is envisioned to develop as a mixed-used, master planned community prioritizing multi-modal transportation options, extensive open space, and parks and recreation. Stantec's services include a rezone application to VPD and a Development of Critical Concern (DOCC) application, both of which involve extensive, multi-disciplinary support from Stantec experts within planning, environmental, civil engineering, transportation, and design. The built-out development will result in 12 neighborhoods and up to 1 multi-use village center as well as plentiful park options and a school to serve the residents.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
 Rob Engel, PE		Civil Engineering		a. TOTAL	b. WITH CURRENT FIRM
				29	24
15. FIRM NAME AND LOCATION (City and State)					
Stantec Consulting Services Inc. (Sarasota, FL)					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science, Civil Engineering, University of South Florida Associate of Science, Civil Engineering Technologies, Manatee Community College			Professional Engineer #58602, State of Florida Member, American Society of Civil Engineers		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
With more than 24 years of experience, Rob specializes in water and reuse water distribution, wastewater collection and pumping, and stormwater management. He is responsible for document preparation and construction management for parks, commercial, residential, and industrial development projects. He holds LEED Accreditation which recognizes his ability to incorporate design, construction, and maintenance techniques that are energy efficient while reducing impacts on health and the environment.					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	North River Ranch (Manatee County, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Lead Engineer. The North River Ranch project is located in Northeastern Manatee County, bisected by Moccasin Wallow Road and Fort Hamer Road, on the west side of US 301. The development is comprised of three mixed-use developments totaling 2,470 acres, 6,221 residential units, and 247,000 sf of retail/commercial/office space. The vision for North River Ranch is a community for all generations – home types and prices for entry level to family to empty nester and everything in between.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Lakewood Ranch (Sarasota & Manatee Counties, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			Ongoing		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Lead Engineer. Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 31,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million sf of retail/commercial, 8 million sf of office and 4.5 million sf of industrial land uses will be accommodated.				
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Country Club East Park at Lakewood Ranch (Manatee County, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2016		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm				
	Project Manager. Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec provided the planning, design, construction documentation, permitting and construction phase services for this 15-acre public park. The project included a restroom/picnic pavilion; playground; soccer fields, multi-use fields, and stormwater management system; parking and traffic circulation areas, and pedestrian paths. This park is located adjacent to a large gated golf course community and required a level of design and construction that complimented the high-end neighborhood.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
 Stephen MacEachern PE, PSM		Civil Engineering		a. TOTAL	b. WITH CURRENT FIRM
				30	19
15. FIRM NAME AND LOCATION (City and State)					
Stantec Consulting Services Inc. (Sarasota, FL)					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Engineering, Civil Engineering, Technical University of Nova Scotia (now Dalhousie University) Engineering Diploma, University of Prince Edward Island			Professional Engineer #76020, State of Florida Professional Land Surveyor #LS6624, State of Florida PACP/MACP/LACP #U-411-12389A, National Association of Sewer Service Companies		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Stephen has more than 30 years of experience in utility design, hydraulic modeling, and stormwater design and management for master planned communities. He also has extensive utility and stormwater permitting experience with various local and state agencies, including the Southwest Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, US Army Corps of Engineers, and numerous counties and municipalities.					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	US 41 Roundabout at Fruitville Road Water Main Extension and Sanitary Gravity Sewer Relocation (Sarasota, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2017		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				
Utility Design Project Manager. Design of utility additions and adjustment for this private/public partnership project to construct a roundabout on an FDOT roadway. Utility work involves a new 12-inch PVC water main approximately 1,200 LF and the relocation of several sanitary gravity sewer manholes currently aligning the sewer system through the center of the roundabout; the gravity sewer is being rerouted around the roundabout. Project includes a jack-and-bore across US 41 for a water main casing. The project will also includes the removal of old AC water mains or placing out of service. Responsible for design, specifications, quantities, construction cost estimate, and all utility permits acquisition from the Florida Department of Health, FDEP, and FDOT.					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	JPA Relocation Plans 12-inch Water Main and Sanitary Gravity Sewer for the US 41 Roundabout at 10th and 14th Utility Relocation (Sarasota, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2016		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				
Engineer of Record. Design of 2,600 linear feet of new 12-inch PVC water main on US-41 from 9th Street to 15th Street. Project includes a 300 linear feet directional drill of a 14-inch HDPE water main under a large storm culvert and two 425 linear feet directional drills of a 24-inch HDPE and a 30-inch HDPE casing under US 41. Also included are new water services, reconnection to existing water mains within the project limits and placement of old AC water mains out of service. Several jack-and-bores across US 41 were also necessary to install steel casings for the PVC water main carrier pipes. Responsible for design, specifications, quantities, construction cost estimate, and all utility permits acquisition the Health Department and FDEP.					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	North Port Boulevard Water Main Installation and Replacement (North Port, Florida)		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			2017		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				
Site Civil Lead. Provided preliminary design and permitting for the 2.0 MGD Phase I of the Southwest Wastewater Water Reclamation Facility for the City of North Port. The Phase I site design incorporates planning for future facility expansions to an ultimate treatment capacity of 6.0 MGD, accounting for the planned future development within the West Villages area of the City, and ensures compatibility of equipment and treatment processes is accordance with the client's and FDEP's stipulated design criteria. Facility design includes a headworks facility with influent flow metering, mechanically cleaned step screens, provision for a manually cleaned bar screen, and multiple-tray vortex grit screen, screening/grit handling system, and closed head space biotrickling/bioscrubber odor control system.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
	Ben Quartermaine, PE	Civil Engineering	a. TOTAL	b. WITH CURRENT FIRM
			28	5
15. FIRM NAME AND LOCATION (City and State)				
Stantec Consulting Services Inc. (Sarasota, FL)				
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science, Environmental Engineering, University of Central Florida		Professional Engineer #57571, State of Florida Member, American Planning Association Member, American Society of Civil Engineers Member, Florida Engineering Society		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)				
Ben's civil design experience includes projects ranging from site civil for residential and commercial to renewable energy facilities. He has designed, permitted, and managed projects throughout the eastern United States. His strength has been the ability to understand his client's needs while ensuring that the projects are designed and constructed to meet jurisdictional requirements. Ben has employed Low Impact Design, environmental restoration, and other innovative techniques in his designs. He was instrumental in initiating the Fruitville initiative, a public/private partnership that facilitated the permitting of a public stormwater facility and offers excess floodplain mitigation for purchase by surrounding private development. Ben has prepared several Stormwater Basin Master Plans in Sarasota County; which have been adopted by the Board of County Commissioners. During his time as the Stormwater Operations Manager for Sarasota County, he employed survey and GIS to build a web-based platform displaying the County's stormwater infrastructure. The platform ensures that the County can meet and exceed the requirements of the National Pollutant Discharge Elimination System (NPDES) permitting requirements and continues to maintain systems designed to prevent harmful pollutants from being washed away by stormwater runoff into local water bodies.				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	Sarasota Bay Watershed Management Plan (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2021		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Engineer of Record. Responsible for developing a holistic BMP Alternatives Analysis for the Sarasota Bay Watershed Management Plan that will integrate flood protection, natural systems, and water quality benefits within a watershed framework. This project will perform a surface water resource assessment to identify hot spots using recent water quality and environmental resource data; the jointly developed SIMPLE pollutant load model W552; current regulatory standards; and management targets. This project will identify BMP alternatives for cost effective water quality improvements.				
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	Fort Hamer Road Extension (Lakewood Ranch, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2023		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager. Responsible for roadway and drainage design of approximately 4,000 ft roadway segment with six stormwater retention ponds and wetland impacts. Oversight of the utility adjustments, Southwest Florida Water Management District Environmental Resource Permit application package efforts, no adverse stage increases by utilizing ICPR3 and Arc GIS software, water quality treatment calculations utilizing BMPTRAINS, as well as construction plans and bid documents.				
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	Lorraine Road Extension (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		Ongoing		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager. Stantec is providing survey, design, permitting, environmental, and bid phase and construction phase services for approximately 3.6-mile extension of Lorraine Road (from the McCann Holdings Parcel northern boundary to Knights Trail Road South). Stantec is designing Lorraine Road South as a four-lane divided roadway from the McCann Holdings Parcel northern boundary to the future SR 681 intersection; and designed with the two outside lanes of a four-lane divided roadway from the SR 681 intersection to Knights Trail Road.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
	Katie LaBarr, AICP	Planner	a. TOTAL	b. WITH CURRENT FIRM
			18	10
15. FIRM NAME AND LOCATION (City and State)				
Stantec Consulting Services Inc. (Sarasota, FL)				
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Arts, Political Science, University of South Florida Master of Science, Planning, Florida State University Master of Public Administration with Certificate in Emergency Management, Florida State University		Certified Planner, American Institute of Certified Planners Member, American Planning Association Member, Florida Planning and Zoning Association Board of Directors, Leadership Manatee		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)				
Katie's career has included experience in state and local government, as well as private sector planning. A graduate of Florida State's Department of Urban & Regional Planning and Reubin O'D. Askew School of Public Administration and Policy, she has used her education and experience to promote sustainable community development, with a focus on community resiliency. Katie's current responsibilities include serving as the lead planner on large residential and mixed use projects in Hillsborough, Manatee and Sarasota Counties, assisting with development agreement negotiations, preparing Notice of Proposed Change applications for Developments of Regional Impact (DRI), and rezone and site plan applications for moderate scale residential developments. Katie's goal has always been to work with clients who desire to make places that add value to the community, and promote a sense of place.				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	North River Ranch (Manatee County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		Ongoing		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager. The North River Ranch project is located in Northeastern Manatee County, bisected by Moccasin Wallow Road and Fort Hamer Road, on the west side of US 301. The development is comprised of three mixed-use developments totaling 2,470 acres, 6,221 residential units, and 247,000 sf of retail/commercial/office space. The vision for North River Ranch is a community for all generations – home types and prices for entry level to family to empty nester and everything in between.				
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	West Villages (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2021		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Planner. The West Villages, approximately 8,000 acres, located in the City of North Port, Florida, is envisioned as a vibrant mixed use community that will utilize design elements of city and neighborhood planning, through the development of 11 distinct villages, consistent with the City's Village District requirements. Stantec serves as the planning, design and engineering consultants for this community. West Villages is sustainable development that ensures environmental preservation and enhancement, while providing for a functional and rational development pattern, relying on sound planning and design principles.				
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	3H Ranch (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
		2022		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Project Manager. Situated east of Interstate 75 and south of Clark Road (State Road 72) lies the 3H Ranch Property, a 2,733 acre site destined as a Sarasota County Village Planned Development (VPD). Within these bounds, 3H Ranch is envisioned to develop as a mixed-used, master planned community prioritizing multi-modal transportation options, extensive open space, and parks and recreation. Stantec's services include a rezone application to VPD and a Development of Critical Concern (DOCC) application, both of which involve extensive, multi-disciplinary support from Stantec experts within planning, environmental, civil engineering, transportation, and design. The built-out development will result in 12 neighborhoods and up to 1 multi-use village center as well as plentiful park options and a school to serve the residents.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
	Amanda Brandon, AICP	Planner	a. TOTAL	b. WITH CURRENT FIRM
			5	1
15. FIRM NAME AND LOCATION (City and State)				
Stantec Consulting Services Inc. (Sarasota, FL)				
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science, City and Regional Planning, The Ohio State University Master of Science, Urban and Regional Planning, Florida State University		Certified Planner, American Institute of Certified Planners Member, American Planning Association Member, American Institute of Certified Planners Board of Directors, Florida Planning and Zoning Association		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)				
Amanda is an Urban Planner with more than five years of public and private project experience including land use analysis, due diligence, entitlements, comprehensive plan updates, and small areas plans. Additionally, Amanda is proficient in ArcGIS.				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Lakewood Ranch Southeast - Comprehensive Plan Amendment and Development of Critical Concern (Lakewood Ranch, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
			2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Planner. The Lakewood Ranch Southeast project, a 4,120± acre property located in northeast Sarasota County, represents an innovative and efficient master planned community with specific attention to context-driven, smart development. For this project, the Stantec team and partners came together to create an orderly and collaborative entitlement process that better worked with the uniqueness of the subject property. The process included requesting Comprehensive Plan Text and Map Amendments (CPA) to the Sarasota County Comprehensive Plan Chapter 8 to create a new "Village Transition Zone" Resource Management Area (VTZ RMA). This VTZ RMA designation instilled the opportunity to develop the subject property as a compatible extension of the existing, highly demanded Lakewood Ranch development. As such, Lakewood Ranch Southeast will utilize this new designation to develop up to 5,000 residential dwelling units (7 neighborhoods), as well as potential ancillary support uses such as places of worship, public safety facilities, and other civic uses. Additionally, Lakewood Ranch Southeast will also include substantial open space (43% of the site), including the implementation of parks and trails. The process also included requesting a Development of Critical Concern (DOCC), which involved submitting a comprehensive and rigorous County application. This DOCC process, designed for projects of large scale and impact, included the crafting of the Lakewood Ranch Southeast Master Plan and Master Development Order (MDO), which will guide the intentional thought-out development of this community.				
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	3H Ranch (Sarasota County, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
			2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Planner. Situated east of Interstate 75 and south of Clark Road (State Road 72) lies the 3H Ranch Property, a 2,733 acre site destined as a Sarasota County Village Planned Development (VPD). Within these bounds, 3H Ranch is envisioned to develop as a mixed-used, master planned community prioritizing multi-modal transportation options, extensive open space, and parks and recreation. Historically created to provide a smart alternative to large-lot urban sprawl, a VPD, like 3H Ranch, seeks to invest in smart growth principles and reduce infrastructure costs, traffic congestion, and environmental degradation. With the Property's current future land use designation of Rural and zoning designation of Open Use Estate (OUE-1) and Open Use Rural (OUR), the site is undergoing a two-tiered entitlement process to allow for the development of up to 6,576 residential dwelling units, 370,000 sq. ft. of non-residential uses (commercial, retail, civic, etc.), and 902± acres (33% gross acreage) of open space. This process includes a rezone application to VPD and a Development of Critical Concern (DOCC) application, both of which involve extensive, multi-disciplinary support from Stantec experts within planning, environmental, civil engineering, transportation, and design. The built-out development will result in 12 neighborhoods and up to 1 multi-use village center as well as plentiful park options and a school to serve the residents.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
 Frank Domingo, PE	Transportation Engineer	a. TOTAL	b. WITH CURRENT FIRM
		36	18
15. FIRM NAME AND LOCATION (City and State)			
Stantec Consulting Services Inc. (Sarasota, FL)			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Bachelor of Science, Civil Engineering, University of Florida FICE, Graduate, Florida Engineering Leadership Institute		Professional Engineer #51601, State of Florida Advanced Work Zone, Traffic Control, FDOT Chair, Sarasota County Traffic Advisory Council	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Frank brings more than 35 years of comprehensive infrastructure, transportation planning, and development expertise to his projects. His professional background encompasses project management, conceptual planning, feasibility analysis, roadway design, right-of-way acquisition, permitting, community relations, developer agreement negotiations, and construction contracts. Frank offers his clients valuable knowledge of the policies and procedures involved in the planning process to facilitate successful public-private partnerships.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Palmer Ranch (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Transportation Engineer. Provided a preliminary design report for roadway corridor extension to construct approximately 3.8 miles of Ibis Street from Clark Road (SR 72) to future Lorraine Road, 1.5 miles of Lorraine Road from the existing southern terminus of Lorraine Road south of Clark Road southward and westward to the southern property boundary of 3-H Ranch (Northern Leg). The Lorraine Road improvements are anticipated to be two traffic lanes (outside lanes within an ultimate four-lane section), median, bicycle lanes, sidewalks, curb and gutter, stormwater management, right-of-way needs, utility corridor, two ditch crossings, and intersection improvements at Ibis Road. The Preliminary Alignment Study, including a Preliminary Design Report (PDR), identified alternative and recommended alignments for the roadways in this project.		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lorraine Road South Corridor Study (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Project Manager. Prepare a corridor study to ultimately construct approximately 3.7 miles ± of Lorraine Road from the northern property line of the McCann Parcel (Palmer Ranch East 2300-acre Parcel) south for 2.1 miles ± and then east 1.6 miles ± to Knights Trail Road; Also, evaluated Knights Trail Road from the future intersection with Lorraine Road to Laurel Road. The Lorraine Road improvements are anticipated to be two traffic lanes (outside lanes within an ultimate four-lane section), median, bicycle lanes, sidewalks, curb and gutter, stormwater management, right-of-way needs, utility corridor, several ditch crossings, and intersection improvements at Knights Trail Road. Produced a Preliminary Alignment Study, including a Preliminary Design Report (PDR), identifying alternative and recommended alignments for this project.		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Clark Road Properties Amendment (Sarasota, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2020	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Transportation Engineer. Responsible for the transportation planning for a Comprehensive Plan Amendment that revise polities and definitions related to future development of walkable villages on properties located outside the Urban Service Area and south of Clark Road. The project included data collection and traffic analysis, public workshops, drafting of documents, and public hearings. This also included revising the Sarasota County Zoning Regulations to implement the Comprehensive Plan Amendment.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
 Scott Buttari, PLA	Landscape Architect	a. TOTAL	b. WITH CURRENT FIRM
		24	24
15. FIRM NAME AND LOCATION (City and State)			
Stantec Consulting Services Inc. (Sarasota, FL)			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
Bachelor of Science, Landscape Architecture, University of Florida		Registered Landscape Architect #0001756, State of Florida Member, American Society of Landscape Architects	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Mr. Buttari's experience includes master planning and construction document preparation for golf course and residential communities, hotel and resort developments, county and neighborhood parks, commercial centers, office parks, and streetscape projects. His LEED Accreditation recognizes his ability to incorporate design, construction, and maintenance techniques that increase energy efficiency and reduce impacts on health and the environment. His designs reflect the successful incorporation of the natural environment in all development projects.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Central Park at Lakewood Ranch Residential Development Planning Services (Manatee County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Landscape Architect. Responsible for preparation of the residential master plan which is focused on a central park space surrounded by a public edge. Central Park is a 372-acre development comprised of an 800-unit, single family, planned residential community with 10 acres of park space and 150,000 s.f. of commercial space. For this project, Stantec provided design, entitlement planning and engineering services.		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lakewood Ranch (Sarasota & Manatee Counties, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Senior Landscape Architect. Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 31,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million sf of retail/commercial, 8 million sf of office and 4.5 million sf of industrial land uses will be accommodated.		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	3H Ranch (Sarasota County, Florida)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Senior Landscape Architect. Situated east of Interstate 75 and south of Clark Road (State Road 72) lies the 3H Ranch Property, a 2,733 acre site destined as a Sarasota County Village Planned Development (VPD). Within these bounds, 3H Ranch is envisioned to develop as a mixed-used, master planned community prioritizing multi-modal transportation options, extensive open space, and parks and recreation. Stantec's services include a rezone application to VPD and a Development of Critical Concern (DOCC) application, both of which involve extensive, multi-disciplinary support from Stantec experts within planning, environmental, civil engineering, transportation, and design. The built-out development will result in 12 neighborhoods and up to 1 multi-use village center as well as plentiful park options and a school to serve the residents.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

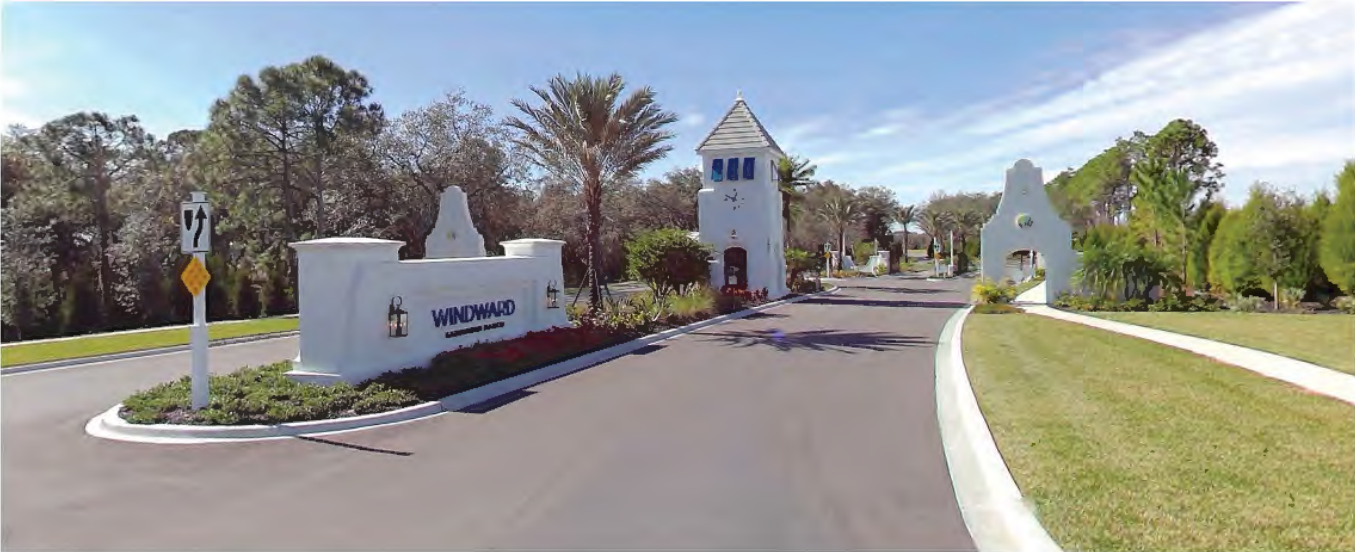
(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
	Bob Cunningham, PLS	Survey & Mapping	a. TOTAL	b. WITH CURRENT FIRM
			44	44
15. FIRM NAME AND LOCATION (City and State)				
Stantec Consulting Services Inc. (Sarasota, FL)				
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Arts, Ashford University		Professional Land Surveyor #LS3924, State of Florida Member, National Society of Professional Surveyors		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)				
Mr. Cunningham has more than 44 years of experience as a Professional Land Surveyor. Since joining the firm in 1979, his duties have included supervision and scheduling of field crews; research, computations, and preparation of final survey drawings and descriptions; topographic and boundary surveys; record and condominium plats; right-of-way surveys; easement; mean high water line location; submerged land leases, and jurisdictional and permit surveys.				
19. RELEVANT PROJECTS				
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Lakewood Ranch (Sarasota & Manatee Counties, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
			Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
	Lead Surveyor. Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 31,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million sf of retail/commercial, 8 million sf of office and 4.5 million sf of industrial land uses will be accommodated.			
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Lakewood Ranch Country Club Village, Subphase EE (Manatee County, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
			2000	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
	Project Surveyor. Recorded in two separate record plats, this project was built around a golf course that was not a part of the plat. Responsible for preparation of two record plats and worked closely with the attorney, client, and Manatee County staff to get the plats approved and recorded. These plats also had parcels being divided up between the Community Development District (CDD), homeowners association, and developer.			
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
	Forest Creek Community Development District (Manatee County, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
			2007	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		☒ Check if project performed with current firm	
	Project Surveyor. Prepared a record plat consisting of 126 single-family lots, along with 108 multi-family lots. Project included the preparation of the record plat and working with the attorney and client to properly convey various parcels within the plat to the Community Development District (CDD), homeowners association, and retain certain parcels for the developer. This process involved close coordination with Manatee County staff and the attorney.			

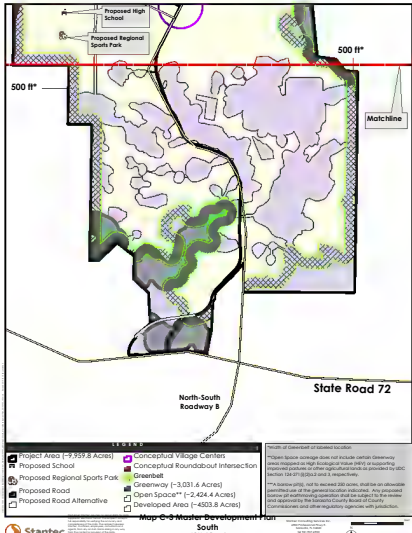
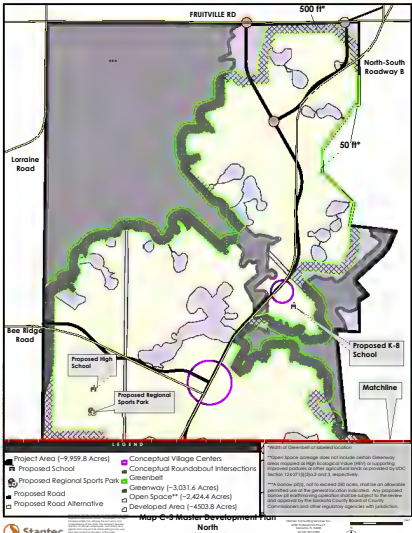
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 1	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Lakewood Ranch (Lakewood Ranch, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		1994 - Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
SMR Communities, Inc.	Tony Chiofalo, Executive VP and CFO	(941) 755-6574	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
For over 25 years, Stantec has been a trusted consultant to Schroeder-Manatee Ranch (SMR) during the development of Lakewood Ranch. Consistently ranked as one of the best-selling Master Planned Communities in the United States, Lakewood Ranch currently encompasses over 24,000 acres of development comprised of multiple residential villages, town centers and employment centers. Our team of planners, landscape architects, engineers, and environmental scientists have consistently provided strategic services for the long-term development planning, design, entitlement, and preservation consistent with the over 100-year stewardship of the ownership family's vision of today's Lakewood Ranch. At approximately 50-square miles, careful land stewardship and open space planning has created the framework for focused development and efficient infrastructure at the epicenter of Southwest Florida's growth corridor. Our multidisciplinary team has created the backbone for this growth by supporting numerous amendments to six different Developments of Regional Impact, as well as leading the entitlement process on numerous other large-scale entitlement approvals, following the repeal of DRIs. Our work has included innovative stormwater master plans, multiple sewer and water master plans, the creation of over 200 acres of parks, and approximately 22 miles of thoroughfare roadways. According to RCLCO Real Estate Consulting, for 2022, Lakewood Ranch, is the number two top selling master planned community in the United States.			
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 2	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
North River Ranch (Manatee County, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Neal Land & Neighborhoods	John A. Neal	(941) 920-5263	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The North River Ranch project is located in Northeastern Manatee County, bisected by Moccasin Wallow Road and Fort Hamer Road, on the west side of US 301. The development is comprised of three mixed-use developments totaling 2,470 acres, 6,221 residential units, and 247,000 sf of retail/commercial/office space. The vision for North River Ranch is a community for all generations – home types and prices for entry level to family to empty nester and everything in between. North River Ranch is a healthy community – one where residents have quick and easy access to recreational opportunities and connectivity with the community– places where they can hike, bike, walk or run. Neal Land & Neighborhoods is leading the way in designing and developing North River Ranch and the development is within the North River Ranch Stewardship District. Stantec is providing planning, landscape architecture, civil engineering, transportation planning/traffic engineering, and survey services. Stantec has led the way in providing thoughtful design elements that ensure quality design while allowing for development flexibility. To establish better connectivity to the regional transportation system and developments (such as the Parrish Community High School), our team supported Neal Land & Neighborhoods to successfully execute an agreement with Manatee County Government for a public-private partnership to advance the construction of more than 3 miles of Ft. Hamer Road, which bisects this development. Additionally, the three separate mixed-use developments within North River Ranch will be connected through multimodal pathways and trails that highlight natural environmental features while offering residents recreational opportunities within a short walk of their doorstep.			
 			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER	
		3	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Windward (Lakewood Ranch, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER		b. POINT OF CONTACT NAME	
Neal Communities		Pat Neal, President	
		c. POINT OF CONTACT TELEPHONE NUMBER	
		(941) 328-1111	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
Windward at Lakewood Ranch is a new 450-acre, 900-home, picturesque residential community centered around a British West Indies design theme along with colonial Dutch enhancements. Island palm trees, lush landscaping and scenic sunrises are present at Windward. Outdoor enthusiasts, residents, and visitors various amenities within the community, inclusive of a resort-style swimming pool, pickleball and tennis courts, and dog park. The residents-only clubhouse features additional amenities for leisure and health, including a state-of-the-art fitness center and a on-site activities director. Kids enjoy a children's swimming pool, playground and various sports fields. Since 2020, Stantec has been a trusted partner to the Windward at Lakewood Ranch Community Development District, providing a myriad of engineering design and consulting services for the following contracts and projects: • General District Engineering Services (FY 2023-2024) • Lorraine Road North Extension Survey, Roadway Design, Roundabout, Permitting, Landscaping/ Lighting and Bid Phase Services • Intersection Fruitville & Founders/ Sarasota Center/ Laceleaf - Design, Permit, Survey Services • General District Engineering Services (FY 2022-2023) • Utility Design for Fruitville Road Expansion from Debrecen Rd to Lorraine Rd • General Engineering Services (FY 2021-2022) • North River Ranch Phase 2 Infrastructure • Windward Phase 2 Bidding and Limited Construction Phase Services • Windward at LWR CDD General Engineering Services (FY 2020-2021) • Fieldstone CDD General District Engineer Services (FY 2021) • Fruitville Road Expansion Project from Debrecen to Lorraine • General District Engineer Services for (FY 2020)			
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

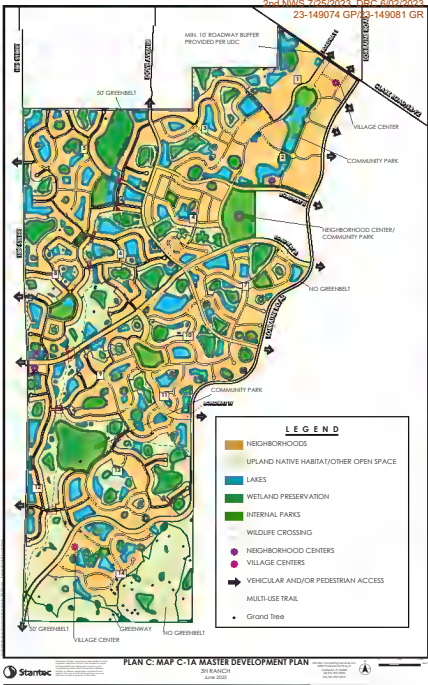
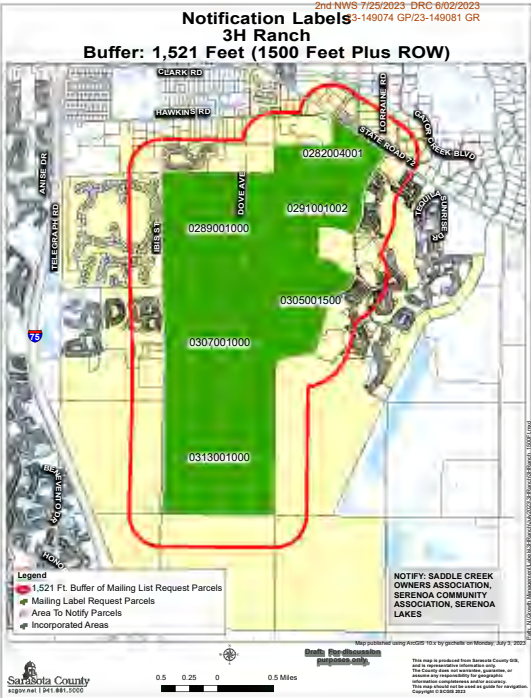
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER	
		4	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Wellen Park, formerly known as The West Villages (North Port, Florida)		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable)
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER		b. POINT OF CONTACT NAME	
Mattamy Homes		John Luczynski, Senior Vice President	
c. POINT OF CONTACT TELEPHONE NUMBER (941) 742-4473			
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
Wellen Park, located along the US 41 corridor, in southern Sarasota County, comprises approximately 10,000 acres that span the City of North Port, and unincorporated Sarasota County. Since 2000, this land has been the focus of significant master planning and continues to evolve as one of the fastest growing master planned communities in Southwest Florida. Situated between Florida's Gulf of Mexico and the "Wild and Scenic" Myakka River, Wellen Park is evolving into a new town that is close to all the services, entertainment, education, and arts that south Sarasota County offers. Along with several neighborhoods, retail, restaurant, and entertainment opportunities are available to residents and the community, including the first town center, situated near the Atlanta Braves Spring Training Stadium. Master Planning and Regulatory Process The Index Map and Village District Pattern Book guide development for the approved 16,400 residential units, in the approximately 8,000 acres that lie within the limits of the City of North Port. The plan and pattern book were prepared and adopted by the City of North Port to establish a general framework for future development. The plan and pattern book identify the general village boundary, illustrate relationships between villages, designate village, and town centers, identify public use sites, designate greenbelts, and identify primary transportation corridors. Revised Village District Pattern Book (VDPB) In 2018, Stantec was retained by the Wellen Park Improvement District to rewrite the Pattern Book. The VDPB is the guiding framework for Village (V) zoning within the City of North Port. The Village Land Use category and zoning district were created to enable adaptable and responsive development. All property located in Wellen Park that lies within the City of North Port has this future land use and zoning category. The first VDPB was approved in 2005. The VDPB lays the foundation for Village development, which aims to overcome the environmental and social challenges associated with urban sprawl. The objectives of the VDPB are to establish a broad community framework, to encourage development interests the flexibility to express themselves through the development of sustainable Villages, without restrictive regulations that hamper creativity or adaptability to changing market conditions. Village District Pattern Plans (VDPPs) Stemming from the Village District Performance standards in the City of North Port's Comprehensive Plan, Village District Pattern Plans are also guided by the VDPB. Each of the 12 villages vary in size from 320 acres to 1,320 acres. Pattern Plans outline details for each specific village, which include community goals, a land use plan and conceptual layout, typical lot types and dimensions, a roadways and pathways plan with street cross sections and preferred trail locations, an infrastructure plan centered on water and wastewater utilities, a wetland impact plan where preliminary wetland impacts are mapped, and a public facilities plan including such elements as site access, schools, fire/police service, transit, hurricane evacuation plans, and provisions for solid waste. Specific performance standards that are unique to each village are also addressed in the Pattern Plan. Since 2017, Stantec has prepared VDPPs for four of the 12 villages in Wellen Park. According to RCLCO Real Estate Consulting, for 2022, Wellen Park is tied as the tenth top selling master planned community in the United States.			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER	
		5	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Hi Hat Ranch (Sarasota, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER		b. POINT OF CONTACT NAME	
Hi Hat Ranch LLLP		Jim Turner, Owner	
		c. POINT OF CONTACT TELEPHONE NUMBER	
		(941) 366-4800	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
The Hi Hat Ranch project in East Sarasota, containing approximately 9,960 acres of formerly agricultural land owned by the Turner family, has existed as a ranch and vegetable and fruit farm since the 1940s. The application that Stantec prepared sought to transform this large ranch into a premier, green, mixed-use community under the Sarasota County regulations. The property was designated as RURAL on the Sarasota County Future Land Use Map, with the 2050 Overlay of Village/Open Space. Through a series of changes to the Comprehensive Plan and the Unified Development Code to create a more efficient, two-step process for the planned development of the property as a Master Planned Development, the property was approved to allow for the future rezoning and subsequent development through the Site and Development review process. The Master Development Plan process identified a 35-year build-out of the property. Through several increments, the proposed development is seeking 13,081 residential units and up to 450,000 square feet of commercial/office development. The future development of the property will also include a high school, a K-8 school, and numerous multifunctional parks and trails. A preliminary site analysis identified wildlife corridors and environmentally sensitive areas to be preserved and the location of this community's unique greenways that wrap around and throughout the property. Through the collocation of facilities, Hi Hat Ranch can support infrastructure that allows for exceptional bikeability. The Hi Hat development employed a multidisciplinary team of experts from Stantec including planning, environmental, civil engineering, transportation, and design that provided the most efficient process to work through the details of the project, in conjunction with the Sarasota County Planning staff, and provided the Client with the approvals necessary to continue the processing of the project through future submittals.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
Palmer Ranch (Sarasota, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Palmer Ranch Holdings, LTD	Justin Powell, President	(941) 923-0749	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
Through over 30 years of continued planning, Palmer Ranch has evolved into one of the premier master planned communities in the country. The north 5,000 acres of this property went through extensive review and analysis and was approved in a Master Development Order for a Development of Regional Impact (DRI). The development plan included a housing mix of 11,550 units, employment centers with four million square feet of office, industrial, and commercial uses, and recreational areas that include a systems of greenways and blueways which connects to a regional rails-to-trails network, linking to a state park, gulf beaches, and the downtown area of Venice. The project's environmental systems plan has received national recognition and has been used as a model for environmental planning nationally. A project of this scale typically presents many challenges, but through creative planning and coordination, Stantec was able to anticipate issues and find the most appropriate solutions to enhance community cohesiveness and create outstanding neighborhoods uniquely integrated with nature. For example, the environmental systems plan established baseline information and strategies for stormwater management, floodplains, native habitats, rare and endangered species, and historical and archeological sites before the land use plans were developed. This green infrastructure system enhanced area-wide benefits for habitat management, regional stormwater systems, and water quality improvement.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER	
		7	
21. TITLE AND LOCATION (City and State)		22. YEARS COMPLETED	
3H Ranch (Lakewood Ranch, Florida)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Neal Communities	Pat Neal, President	(941) 328-1111	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
Situated east of Interstate 75 and south of Clark Road (State Road 72) lies the 3H Ranch Property, a 2,733 acre site destined as a Sarasota County Village Planned Development (VPD). Within these bounds, 3H Ranch is envisioned to be developed as a mixed-used, master planned community, prioritizing multimodal transportation options, extensive open space, and parks and recreation. Historically created to provide a smart alternative to large-lot urban sprawl, a VPD, like 3H Ranch, seeks to invest in smart growth principles and reduce infrastructure costs, traffic congestion, and environmental degradation. With the Property's current future land use designation for rural and zoning of Open Use Estate (OUE-1) and Open Use Rural (OUR), the site is undergoing a two-tiered entitlement process to allow for the development of up to 6,576 residential dwelling units, 370,000 sq. ft. of nonresidential uses (commercial, retail, civic, etc.), and 902± acres (33% gross acreage) of open space. This process includes a rezone application to VPD and a Development of Critical Concern (DOCC) application, both of which involve extensive, multidisciplinary support from Stantec experts within planning, environmental, civil engineering, transportation, and design. The build-out development will result in 12 neighborhoods and 1 multiuse village center as well as plentiful park options and a school to serve the residents. Through this process, the Stantec team strives to lead the development of 3H Ranch into a space capable of accommodating the County's booming population growth while also creating a resilient development that respects the local environment and community.			
			

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Stantec Consulting Services Inc.	Sarasota, Florida	Prime

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)						
		1	2	3	4	5	6	7
Mike Kennedy, PE	District Engineer	☒	☒	☒	☒	☒	☒	☒
Kris Wilhoit, PE	Deputy District Engineer	☒	☐	☒	☒	☒	☒	☒
Rob Engel, PE	Engineering	☒	☒	☐	☐	☐	☐	☐
Stephen MacEachern, PE, PSM	Engineering	☒	☐	☒	☒	☐	☐	☐
Ben Quartmaine, PE	Engineering	☒	☐	☒	☒	☐	☒	☐
Katie LaBarr, AICP	Planning	☒	☒	☐	☒	☐	☐	☒
Amanda Brandon, AICP	Planning	☒	☐	☐	☒	☐	☐	☒
Frank Domingo, PE	Transportation Planning and Engineering	☒	☒	☒	☒	☒	☒	☒
Scott Buttari, PLA	Landscape Architecture	☒	☒	☒	☒	☒	☒	☒
Bob Cunningham, PLS	Survey	☒	☒	☒	☒	☒	☒	☒

29. EXAMPLE PROJECTS KEY

No.	TITLE OF EXAMPLE PROJECT (From Section F)
1	Lakewood Ranch (Lakewood Ranch, Florida)
2	North River Ranch (Manatee County, Florida)
3	Windward (Lakewood Ranch, Florida)
4	Wellen Park, formerly known as The West Villages (North Port, Florida)
5	Hi Hat Ranch (Sarasota, Florida)
6	Palmer Ranch (Sarasota, Florida)
7	3H Ranch (Lakewood Ranch, Florida)

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

#1

Top 115 Architecture
Engineering Firms
BD&C August 2023

#1

Global 100, Most
Sustainable Corporation
Corporate Knights 2023

#2

Top 10 International
Design Firms by Region -
United States
ENR August 2023

#4

Top 100 Pure Designers
ENR May 2023

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

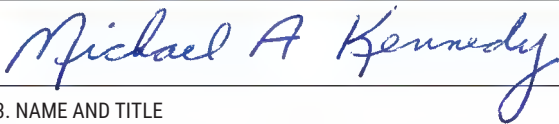
We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

10/31/2023

33. NAME AND TITLE

Mike Kennedy, PE, Account Manager

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.			3. YEAR ESTABLISHED 2010	4. UNIQUE ENTITY IDENTIFIER JWJYQ5CGD773
2b. STREET 6920 Professional Parkway			5. OWNERSHIP	
2c. CITY Sarasota	2d. STATE FL	2e. ZIP CODE 34240-8414	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Michael A. Kennedy - Account Manager			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (941) 907-6913		6c. EMAIL ADDRESS mike.kennedy@stantec.com		7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc.
8a. FORMER FIRM NAME(S) (If any) Stantec Consulting Services Inc. (Station Way, Sarasota, FL)			8b. YEAR ESTABLISHED 2006	8c. UNIQUE ENTITY IDENTIFIER 04-850-4554

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	5452	24	C15	Construction Management	9
05	Archaeologist	634	0	E02	Educational Facilities; Classrooms	10
06	Architect	1205	0	E09	EIS, Assessments of Statements	10
07	Biologist	405	4	H07	Highways; Streets; Airfield Paving; Parking Lots	10
08	CAD Technician	1117	15	H11	Housing (Residential, Multi-Family, Apts, Condos)	10
12	Civil Engineer	3613	25	I01	Industrial Building; Manufacturing Plants	10
14	Computer Programmer	1140	2	O01	Office Buildings; Industrial Parks	10
15	Construction Inspector	358	6	P05	Planning (Comm., Regional, Area-wide, and State)	9
21	Electrical Engineer	999	0	P06	Planning (Site, Installation, and Project)	10
23	Environmental Engineer	871	0	R04	Recreation Facilities (Parks, Marinas, Etc.)	8
24	Environmental Scientist	1806	5	S04	Sewage Collection, Treatment, and Disposal	10
30	Geologist	298	1	S13	Storm Water Handling & Facilities	9
34	Hydrologist	232	1	T03	Traffic & Transportation Engineering	10
38	Land Surveyor	387	13	T04	Topographic Surveying and Mapping	6
39	Landscape Architect	271	7	W02	Water Resources; Hydrology; Ground Water	10
42	Mechanical Engineer	1067	0	W03	Water Supply; Treatment, and Distribution	10
47	Planner, Urban/Regional	936	4	Z01	Zoning; Land Use Studies	4
48	Project Manager	1601	2			
57	Structural Engineer	1062	0			
58	Technician/Analyst	1857	0			
	Other Employees	2846	0			
Total		28157	109			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE October 26, 2023
c. NAME AND TITLE Amy Campbell - Senior Principal, Regional Leader US South	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

**THREE RIVERS
STEWARDSHIP DISTRICT**

4D

Three Rivers Stewardship District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	TOTAL SCORE
	35	25	20	10	5	5	100
	NAME OF RESPONDENT						
1	Atwell, LLC						
2	Stantec Consulting Services, Inc.						

Board Member’s Signature

Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**THREE RIVERS
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2023**

**THREE RIVERS
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Undeposited funds	\$ 11,288	\$ 11,288
Due from Landowner	6,381	6,381
Total assets	<u>\$ 17,669</u>	<u>\$ 17,669</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 9,516	\$ 9,516
Accrued wages payable	2,000	2,000
Tax payable	153	153
Landowner advance	6,000	6,000
Total liabilities	<u>17,669</u>	<u>17,669</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	529	529
Total deferred inflows of resources	<u>529</u>	<u>529</u>
Fund balances:		
Unassigned	(529)	(529)
Total fund balances	<u>(529)</u>	<u>(529)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,669</u>	<u>\$ 17,669</u>

**THREE RIVERS
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 1,606	\$ 1,606	\$ 23,440	7%
Total revenues	<u>1,606</u>	<u>1,606</u>	<u>23,440</u>	7%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,077	-	N/A
Management/accounting/recording*	500	1,000	6,000	17%
Legal	-	-	7,500	0%
Telephone	8	16	100	16%
Postage	-	-	500	0%
Printing & binding	21	42	250	17%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total expenditures	<u>529</u>	<u>2,135</u>	<u>23,440</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	1,077	(529)	-	
Fund balances - beginning	(1,606)	-	-	
Fund balances - ending	<u>\$ (529)</u>	<u>\$ (529)</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$500 per month until districts are merged.

**THREE RIVERS
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
THREE RIVERS STEWARDSHIP DISTRICT**

The Board of Supervisors of the Three Rivers Stewardship District held Public Hearings and a Regular Meeting on October 11, 2023 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

Present at the meeting were:

Pete Williams	Chair
Pamela Curran	Vice Chair
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary
John Leinaweaver	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jonathan Johnson (via telephone)	District Counsel
Mike Kennedy	Stantec Consulting Services, Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:20 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-01, Resetting the Public Hearing on the District's Adoption of Rules of Procedure; Amending Resolution 2023-13 to Set the Public Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams stated that it is necessary to reset the public hearing date due to the inability to publish the notice timely.

On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, Resolution 2024-01, Resetting the Public Hearing on the District's Adoption of Rules of Procedure for January 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240; Amending Resolution 2023-13 to Set the Public Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget****A. Affidavit of Publication****B. Consideration of Resolution 2024-02 Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date**

Mr. Adams stated that the proposed Fiscal Year 2023 budget is a Landowner-funded budget with expenses being funded as incurred.

On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Williams and seconded by Ms. Curran, with all in favor, Resolution 2024-02, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Affidavit of Publication

B. Consideration of Resolution 2024-03 Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams stated that the proposed Fiscal Year 2024 budget is the same as for Fiscal Year 2023. It is a Landowner-funded budget with expenses being funded as incurred.

On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, Resolution 2024-03, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-04 Appointing an Interim District Engineer for the Three Rivers Stewardship District, Authorizing Its Compensation and Providing for an Effective Date

• Interim Engineering Services Agreement: Stantec Consulting Services, Inc.

Mr. Johnson requested approval of the Agreement with Stantec, in substantial form.

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, Resolution 2024-04, Appointing an Interim District Engineer for the Three Rivers Stewardship District, Authorizing Its Compensation and Providing for an

Effective Date, was adopted and the Interim Engineering Services Agreement with Stantec Consulting Services, Inc., in substantial final form and subject to final comments from Stantec, was approved.

SEVENTH ORDER OF BUSINESS**Authorization of Request for Qualifications (RFQ) for Engineering Services**

Mr. Adams presented the RFQ for Engineering Services; the responses will be presented at the next meeting.

On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, the Request for Qualifications (RFQ) for Engineering Services and authorizing Staff to proceed with the RFQ process, was approved.

EIGHTH ORDER OF BUSINESS**Update: Boundary Amendment**

Mr. Johnson reported the following pertaining to the boundary amendment:

- The Sarasota County Board of County Commissioners will hear this matter on October 24, 2023. He expects to receive the Letter of No Objection thereafter.
- The Sarasota County Local Legislative Delegation will hear this on October 26, 2023.
- When the above dates are cleared, he will advertise the Notice of Intent and file the documents in Tallahassee.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of August 31, 2023**

On MOTION by Mr. Williams and seconded by Mr. Weidemiller, with all in favor, the Unaudited Financial Statements as of August 31, 2023, were accepted.

TENTH ORDER OF BUSINESS**Approval of Minutes****A. July 24, 2023 Landowners' Meeting**

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the July 24, 2023 Landowners' Meeting Minutes, as presented, were approved.

B. July 24, 2023 Organizational Meeting

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the July 24, 2023 Organizational Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP
- B. District Engineer (Interim): Stantec Consulting Services, Inc.
- C. District Manager: Wrathell, Hunt and Associates, LLC

There were no District Counsel, District Engineer or District Manager reports.

- NEXT MEETING DATE: November 8, 2023 at 11:00 A.M.

- QUORUM CHECK

The November and December meetings will likely be canceled. The next meeting will be January 10, 2024.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Leinaweaver and seconded by Mr. Williams, with all in favor, the meeting adjourned at 11:28 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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195 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**THREE RIVERS
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

THREE RIVERS STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	11:00 AM
November 8, 2023 CANCELED	Regular Meeting	11:00 AM
December 13, 2023 CANCELED	Regular Meeting	11:00 AM
January 10, 2024	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
March 13, 2024	Regular Meeting	11:00 AM
April 10, 2024	Regular Meeting	11:00 AM
May 8, 2024	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
July 10, 2024	Regular Meeting	11:00 AM
August 14, 2024	Regular Meeting	11:00 AM
September 11, 2024	Regular Meeting	11:00 AM