

THREE RIVERS STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS

November 13, 2024

**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

November 6, 2024

Board of Supervisors
Three Rivers Stewardship District

Dear Board Members:

The Board of Supervisors of the Three Rivers Stewardship District will hold a Regular Meeting on November 13, 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. Update: Merger with Lakes of Sarasota CDD and Lakes of Sarasota CDD 2
4. Ratifying the Actions of the Manager in Noticing the Request for Qualifications (RFQ) for Engineering Services
5. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s)
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
6. Consideration of Atwell, LLC. Proposals for Professional Services
 - A. No. P24000662 [Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way]
 - B. No. P24007343 [Ibis Street MURT]
 - C. No. P24007355 [Ibis Street MURT Survey]
7. Consideration of Lorraine Road Utilities Project Items
 - A. Consideration of Interlocal Agreement Between Sarasota County, Florida and the Three Rivers Stewardship District Relating to Utility Engineering Design and Permitting for Lorraine Road, South of Clark Road

ATTENDEES:

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

- B. Consideration of Developer Funding and Reimbursement Agreement
- 8. Authorization of Request for Proposals (RFP) for Annual Audit Services
- 9. Ratification Items
 - A. Stantec Consulting Services, Inc. Agreement for Interim District Engineering Services
 - B. Stantec Consulting Services, Inc. Work Authorization No. 1
- 10. Acceptance of Unaudited Financial Statements as of September 30, 2024
- 11. Approval of August 14, 2024 Public Hearings and Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Stantec Consulting Services, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 11, 2024 at 11:00 AM
 - QUORUM CHECK
- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

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

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**

5A

REQUEST FOR QUALIFICATION
FOR ENGINEERING
SERVICES
FOR THE THREE RIVERS STEW-
ARDSHIP 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 12, 2024 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.

**THREE RIVERS
STEWARDSHIP DISTRICT**

5B

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

RFQ for Engineering Services

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THREE RIVERS STEWARDSHIP DISTRICT

DISTRICT ENGINEER PROPOSALS COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 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 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: 15 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.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

**THREE RIVERS
STEWARDSHIP DISTRICT**

5D

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	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	25	25	20	15	5	5	5	100
	NAME OF RESPONDENT							
1								
2								
3								

Board Member’s Signature

Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

6A



PROPOSAL FOR PROFESSIONAL SERVICES

D. Stewardson

CLIENT	Three Rivers Stewardship District	DATE OF ORDER	09/05/2024
CONTACT	Chuck Adams, District Manager	PROPOSAL NO.	P24000662
ADDRESS	c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410 W Boca Raton, FL 33431	TELEPHONE NO.	(941) 328-1986

PROPOSAL NAME Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way

SITE LOCATION Sarasota County, Florida

PROPOSAL SUMMARY

Design, Engineering, Permitting, and Construction Services for the development of Wekiva Way East (Roadway II) & Dove Avenue South. Roadway II is part of the current Sarasota County 2050 application (completed by others). This proposal includes the segment of Wekiva Way from the Dove Road ROW east to the western limit of the Sarasota County School Site. The project terminates into the segment of Wekiva Way that is currently being designed and developed as part of the school site. The Roadway II project includes 3,300 LF of 2-Lane 2-Way with optional bike lanes along with the multi-use trail pursuant to Map I-1A of the 2025 Ordinance Map Series. The Dove Avenue South project includes 2,080 LF of 2 Lane median divided with bike lanes along with the multi-use trail pursuant to Map I-1A of the 2025 ordinance Map Series. Reference Plan H: H-1B Typical Road sections.

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Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
09/05/2024

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EXHIBIT A

SCOPE OF WORK FOR WEKIVA WAY EAST (ROADWAY II) & DOVE AVENUE SOUTH TO WEKIVA WAY

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 01: ENGINEERING DESIGN DEVELOPMENT:

- Master Site Planning:
 - ▶ Update and finalize master site plan based on preliminary site plan, input from Client, and development standards pursuant to zoning and/or LDC.
 - ▶ Compile final site plan, survey information, and other critical site information into a final CAD design file to be used for construction plan preparation.
- Meetings & Coordination:
 - ▶ Prepare for and attend project team meetings with Client to review master site plans, project budgets, schedules, permitting strategy, and other similar project parameters. Assumes four (4) meetings.
 - ▶ Attend pre-application meetings with agencies as required. Assumes two (2) meetings (SWFWMD, Sarasota County Land Development, Sarasota County Public Utilities, and/or Fire/EMS).

TASK 02: ENGINEERING AND PLAN PRODUCTION:

- Potable Water, Wastewater, and Irrigation Systems:
 - ▶ Design and engineer potable water distribution system, wastewater system, and irrigation water systems for the project. The plans will be based on the Master Utility Plans approved by Sarasota County Public Utilities for the entire Three Rivers development.
 - ▶ Prepare engineering report to include domestic water demands, fire demands, peak factors, sanitary sewer demands and pump station design, irrigation demands, and other design parameters per the Sarasota County Uniform Water, Wastewater, and Reclaimed Water Systems Code (UWWRWSC).
 - ▶ Prepare hydraulic models based on information provided in the engineering report.
- Grading and Drainage Plans:
 - ▶ Prepare grading and drainage plans for the project. The plans will be based on the Master ERP Plans prepared for the entire Three Rivers development.
 - ▶ Prepare engineering report to include pipe sizing, grading, and other design parameters per Sarasota County Land Development Services and SWFWMD.
- Construction Plans:
 - ▶ Prepare construction plans based on final site plan and engineering of potable water, wastewater, irrigation, grading, and drainage.
 - ▶ Construction plans will contain the following sheets:

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Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
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- Cover Sheet with Notes
- General Notes
- Grading Plans (60 Scale)
- Grading and Drainage Plan
- Cross Sections
- County Standard Details
- Aerial/Existing Conditions
- Site Plans (60 Scale)
- Master Utility Plan
- Plan and Profile Sheets
- Drainage Details
- Erosion Control Plan

TASK 03: SARASOTA COUNTY S&D PERMITTING:

- Prepare, submit, and support the Sarasota County Land Development Review Application and supporting documentation.
- Coordinate submittal documents with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and submit responses to Requests for Additional Information (RAI). The estimated fee assumes a maximum of two (2) RAI responses. Additional RAI responses will be billed at an hourly rate.

TASK 04: SARASOTA COUNTY UTILITY PERMITTING:

- Prepare, submit, and support one (1) of each of the following permit applications:
 - ▶ Sarasota County Public Utilities Application for Plan Review.
 - ▶ FDEP Potable Water and Wastewater Permit Applications.
- Prepare engineering reports for potable water, wastewater, and irrigation design.
- Attend the Contractor Utility Construction Permit meeting with Sarasota County Public Utilities.
- Prepare, coordinate, and submit responses to Requests for Additional Information (RAI). The estimated fee assumes a maximum of two (2) RAI responses. Additional RAI responses will be billed at an hourly rate.

TASK 05: BIDDING SERVICES:

- Provide bidding services to include:
 - ▶ Prepare bidding contract documents and specifications for the project.
 - ▶ Attend one (1) pre-bid meeting with contractors and Client.
 - ▶ Prepare bid addendums.
 - ▶ Prepare bid tabulation for Client.
 - ▶ Prepare bid comparison for Client.
 - ▶ Coordinate bids with select contractors and provide additional information as needed.
- The estimated fee assumes the project will be sent out to bid one (1) time. Additional bidding will require additional fees.

TASK 06: SARASOTA COUNTY TREE REMOVAL PERMIT:

- Prepare, submit, and support the Sarasota County Tree Removal Permit Application.
- Coordinate with staff during the review of the application and submitted information.

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Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
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- Prepare, coordinate, and submit responses to one (1) Request for Additional Information (RAI). The estimated fee assumes a maximum of one (1) RAI response. Additional RAI responses will be billed at an hourly rate.
- Client to provide tree survey based on Sarasota County requirements for utilization by Atwell to prepare the tree removal plan based on the proposed development.

TASK 07: ENGINEERING CONSTRUCTION SERVICES:

- Provide engineering construction services as outlined below (assumes one (1) phase of construction):
 - ▶ Attend weekly construction meetings as necessary (assumes twelve (12) weeks).
 - ▶ Attend scheduled utility testing per Sarasota County Public Utilities requirements.
 - ▶ Coordinate with dry utility providers (FPL, Frontier, Comcast, and TECO) on design, crossing locations, above ground appurtenance locations, and construction start dates.
 - ▶ Provide minimal construction observation of the contractor's progress on work designed by Atwell for certification purposes only.
 - ▶ Review shop drawings for conformance with development plans and technical specifications, as required.
 - ▶ Review pay requests and change orders.
 - ▶ Conduct walk through/site inspection with Client and contractor for work designed by Atwell (assumes two (2) inspections).
- The project is anticipated to include one (1) phase of construction. Additional phasing or subphasing for construction or certification will require additional fees.

TASK 08: ENGINEERING CERTIFICATION SERVICES:

- Provide engineering certification services to include the following (assumes one (1) phase of certification):
 - ▶ Prepare project certifications and acceptance packages for the Sarasota County Land Development permit, Sarasota County Public Utilities permit, and SWFWMD ERP.
 - ▶ Prepare, submit, and support engineer-related utility dedication and preliminary subdivision acceptance checklist items as required by agencies.
 - ▶ Client's contractor and surveyor shall provide "as-built" record drawings for the stormwater management system and infrastructure and site grading designed by Atwell. Atwell shall coordinate the submittal of the surveyor's record drawings for the certification with Sarasota County and Sarasota County Public Utilities. If the surveyor does not provide the "as-built" record drawings and only provides the as-built information to Atwell, additional fees will be required, and the Client will be billed at an hourly rate for Atwell to prepare the record drawings for certifications.
- The project is anticipated to include one (1) phase of construction. Additional phasing or subphasing for construction or certification will require additional fees.

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Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
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CLARIFICATIONS

PROJECT UNDERSTANDINGS & ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

- Neal Communities of Southwest Florida, LLC intends to develop the Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way projects located in Sarasota County, Florida. The Roadway II project includes 3,300 LF of 2-Lane 2-Way with optional bike lanes along with the multi-use trail pursuant to Map I-1A of the 2025 Ordinance Map Series. The Dove Avenue South project includes 2,080 LF of 2 Lane median divided with bike lanes along with the multi-use trail pursuant to Map I-1A of the 2025 ordinance Map Series. Reference Plan H: H-1B Typical Road sections.
- It is assumed that the proposed site plan and project scope is compliant with the existing zoning and no zoning amendment is required.
- The proposal assumes that any traffic studies or intersection analyses will be performed by the Client's transportation engineering consultant and that any required turn lane lengths or driveway connection locations will be provided to Atwell at the appropriate time during the design so that they can be incorporated into the overall roadway design.
- The proposal assumes all roadway intersections within the project scope will be unsignalized.
- This proposal does not include services associated with traffic signal or roundabout improvements, improvements or widening of existing roads, or street lighting photometric analysis.
- This proposal assumes that the project will be constructed and certified in one (1) phase. If Client elects to add additional phases or subphases of construction and/or certification, additional fees will be required.
- Utilities to the project (potable water main and wastewater force main) will be extended from the previous Neighborhood developments adjacent to the project.
- Water Use (Irrigation and/or Dewatering) Permitting and/or Permitting Support are not included within this proposal and will be provided by others as required for the project.

EXCLUDED SERVICES

The professional services to be provided by Atwell are limited to those described in the Scope of Work. All other services are specifically excluded, including, but not limited to the following items:

- | | |
|---------------------------------------|--------------------------------------|
| • Environmental Services | • Structural Engineering Services |
| • Geotechnical Engineering Services | • Hydrogeological Services |
| • Transportation Engineering Services | • Surveying and/or Locating Services |
| • Photometric/Lighting Services | • Construction Signage |
| • Landscape Architecture Services | |
| • Planning Services | |

ADDITIONAL SERVICES

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

ATWELL, LLC

Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
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EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Type	Initial
01	Engineering Design Development	\$5,000	FF	
02	Engineering and Plan Production	\$80,000	FF	
03	Sarasota County S&D Permitting	\$35,000	FF	
04	Sarasota County Utility Permitting	\$35,000	FF	
05	Bidding Services	\$5,000	TME	
06	Sarasota County Tree Removal Permit	\$3,500	FF	
07	Engineering Construction Services	\$25,000	TME	
08	Engineering Certification Services	\$30,000	TME	
98	Reimbursable Expenses		PER EXHIBIT C	
	Total:	\$218,500		

FF = Fixed Fee

TME = Time & Materials

TME - NTE = Time & Materials Not to Exceed

FF&D = Fixed Fee + Direct Expense Reimbursables

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, and reproductions will be billed per the attached rate table.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges.

ATWELL, LLC

Three Rivers Stewardship District

Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
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EXHIBIT C

ATWELL, LLC BILLING RATES

☐ Not applicable

☒ See attached

ATWELL, LLC

Three Rivers Stewardship District

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2024 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE & LAND DEVELOPMENT

PROJECT MANAGEMENT SERVICES

Senior Project Manager	\$255/hour
Project Manager I-III	\$212 to \$240/hour
Associate Project Manager I-II	\$178 to \$195/hour
Project Coordinator I-III	\$105 to \$137/hour

ENGINEERING & PLANNING SERVICES

Senior Technical Advisor	\$325/hour
Senior Project Engineer	\$223/hour
Engineer/Designer I-V	\$141 to \$212/hour
Planner/Designer I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour

SURVEYING & MAPPING SERVICES

Senior Project Surveyor	\$223/hour
Project Surveyor I-V	\$141 to \$212/hour
Senior Crew Chief	\$164/hour
Crew Chief I-III	\$109 to \$146/hour
Crew Member I-II	\$80 to \$95/hour
Certified sUAS Pilot	\$190/hour
Technician I-V	\$65 to \$126/hour
GIS Services	\$113 to \$170/hour

ENVIRONMENTAL & ECOLOGICAL SERVICES

Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour

PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES

Program Manager I-II	\$270 to \$282/hour
Senior Construction Manager	\$225/hour
Construction Manager I-II	\$195 to \$212/hour
Construction Engineer I-II	\$138 to \$175/hour
Construction Coordinator	\$128/hour
Estimating Services	\$178 to \$212/hour
Safety Coordinator	\$142/hour

MISCELLANEOUS

Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour
Expert Testimony	\$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

ATWELL, LLC

Professional Services | Real Estate & Land Development
2024 Fee Schedule
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2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars	\$15/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies	\$15/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.75/each
11" X 17" color plots/copies	\$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	\$650/day
Photoionization Detector (PID)	\$115/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer	\$100/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	\$1,750/day
FIELD MATERIALS	
Wood Stakes	\$1.25/stake
Iron Pipes	\$3.50/pipe
Monuments	cost + 10%
MISCELLANEOUS	
Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$200/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.

ATWELL, LLC

Professional Services | Real Estate & Land Development

2024 Fee Schedule

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PROFESSIONAL SERVICES AGREEMENT

Proposal Name: Wekiva Way East (Roadway II) & Dove Avenue South to Wekiva Way
Proposal Number: P24000662

These terms and conditions and the documents set forth in this Professional Services Agreement (the "Agreement") are entered into between Atwell, LLC, a Michigan limited liability company ("Atwell") and Three Rivers Stewardship District ("Client") as of the date set forth in this Agreement.

1. **Authorization for Work to Proceed:** Upon execution of the Agreement, receipt of specified retainer fees, and completion of all other preliminary requirements set forth herein, Atwell shall proceed with the work (also referred to herein as the "services"), unless stated otherwise in the Agreement.
2. **Scope of Services:** The Scope of Work is set forth in the Proposal, Work Order, or other writing agreed to by the Parties.
3. **Standard of Practice:** Services performed by Atwell under the Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document, or otherwise. Client acknowledges that Atwell has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Atwell, except as expressly set forth herein.
4. **Billing and Payment:** Client shall pay Atwell for services performed in accordance with the rates and charges set forth in the Proposal. All fees and hourly rates quoted in the Proposal may be increased annually and as otherwise agreed by Atwell and Client. Invoices will be submitted by Atwell on a monthly basis and shall be due and payable within thirty (30) calendar days of the invoice date.
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personnel and equipment rescheduling and reassignment adjustments and other related costs incurred directly attributable to termination of the Agreement.

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10. **Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Atwell ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Atwell. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Atwell shall not be held liable for any such anomalies or errors. Further, Client accepts the risks associated with and the

responsibility for any damage to hardware, software or computer systems or networks related to any use of the Electronic Data. The Electronic Data is being furnished on an "as-is" basis.

11. **Excuse of Performance (Force Majeure):** Atwell shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, acts or threats of terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond Atwell's reasonable control.
12. **No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Atwell or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.
13. **Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Atwell.
14. **Waiver:** The failure of either party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.
15. **Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Atwell's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that Client's sole and maximum recovery against Atwell for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the amount of money paid by Client to Atwell, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Atwell, irrespective of any applicable insurance limits. Client may request an increase to this liability cap for an additional fee. Under no circumstance shall Atwell be liable to Client for any loss or damage of any nature not arising from the work to be provided by Atwell herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, special, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages.

16. Indemnification; Limitation on Time Period to Bring Claims:

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement or attributable to the negligence of Client, its successors, employees, agents or invitees excepting only those damages, liabilities or costs solely and directly caused by the negligent performance or willful misconduct by Atwell. Atwell agrees to indemnify and hold harmless Client, its managers, employees and officers against damages, liabilities, or costs, including reasonable attorneys' fees where recoverable by law to the extent caused by the negligent performance or willful misconduct by Atwell.

17. Notice of Lien: Atwell hereby notifies Client that Atwell may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Atwell, Client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the applicable Lien Laws.

18. Job Site Safety: Client assumes responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Atwell provides a health and safety officer at Client's site, Atwell shall be authorized to take any and all measures on behalf of Client that in Atwell's opinion will maintain generally accepted health and safety standards for personnel at the site. Atwell will inform Client of such deficiencies relating to the specifications and applicable regulations known to Atwell, but Atwell shall not be responsible for the failure of Client or its agents to follow the recommendations of Atwell personnel. Client waives any claim and all damages against Atwell for, and agrees to indemnify and hold Atwell harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Atwell.

19. Disclosure of Hazardous Substances and/or Conditions: Client hereby acknowledges that it shall be the duty of Client to notify Atwell of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any

hazardous substance with which Atwell may be provided or which exists or may exist on or near any premises upon which services are to be performed by Atwell employees, agents or subcontractors. Disclosure and notification to Atwell shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances shall be made solely by Client, and Atwell shall not select the disposal site nor shall Atwell arrange in any other way for the disposal of any hazardous substances found on or removed from the work site.

To the extent that the Agreement between Atwell and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Atwell with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Atwell shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.

20. Estimates for Proposed Construction:

Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Atwell. Atwell has no control over external factors, including, but not limited to, market conditions and construction procedures. Atwell and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.

21. Stamp on Drawings: Atwell shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.

22. Dispute Resolution: Other than as to a dispute arising from alleged non-payment, any Dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the parties. In the event the parties cannot agree on a

mediator, or in the event the Dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Sarasota County, Florida, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Sarasota County, Florida, and the laws applicable to the arbitration proceeding shall be the laws of Florida without regard to principles of conflict of laws. The parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time, even after a Dispute has been raised in a court of law, or after this Agreement has been completed, terminated, or paid in full.

Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.

- 23. Severability:** If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.
- 24. Entire Agreement:** The Agreement, including all attached Exhibits, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior oral or written

representations or agreements by the parties with respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both parties.

- 25. Governing Law:** The Agreement shall be governed by the laws of the State of Florida without regard to principles of conflict of laws.
- 26. Agreement Construction:** Both Parties having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement and it shall not be construed against one Party more than the other.
- 27. Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other party or mailed to the last known current address of the other party by certified mail, return receipt requested.
- 28. Miscellaneous:** **Notwithstanding Section 25 above, the parties agree that if the services are performed in a state which limits liability, including but not limited to, Fla. Stat. § 558.0035, the laws of that state shall govern with respect to limiting liability and the Client agrees and waives all claims the Client or anyone claiming by through or under them, may have against an individual design professional employed by Atwell for negligence arising out of the rendering of services under this Agreement.**



ACCEPTED BY:

ATWELL, LLC

By: 
Signature
Jacquelyn M. Larocque, P.E.
Printed Name

Its: Senior Director
Title

09/05/2024
Date

By: 
Signature
Jeremy H. Arnold, P.E.
Printed Name

Its: Vice President
Title

09/05/2024
Date

Three Rivers Stewardship District:

By: _____
Signature

Printed Name

Its: _____
Title

Date



**THREE RIVERS
STEWARDSHIP DISTRICT**

6B



**PROPOSAL
FOR
PROFESSIONAL SERVICES**

CLIENT	Three Rivers Stewardship District	DATE OF ORDER	09/19/2024
CONTACT	Chuck Adams, District Manager	PROPOSAL NO.	P24007343
ADDRESS	c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410 W Boca Raton, FL 33431	TELEPHONE NO.	(941) 328-1986

PROPOSAL NAME Ibis Street MURT

SITE LOCATION Sarasota County, Florida

PROPOSAL SUMMARY

Atwell LLC, is pleased to submit a proposal to Three Rivers Stewardship District to design and permit a Multi-use Recreational Trail (MURT) along Ibis Street.

EXHIBIT A

SCOPE OF WORK FOR IBIS STREET MURT

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 01: SARASOTA COUNTY S&D PERMITTING:

- Prepare, submit, and support the Sarasota County Land Development Review Application and supporting documentation.
- Coordinate submittal documents with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and submit responses to Requests for Additional Information (RAI). The estimated fee assumes a maximum of two (2) RAI responses. Additional RAI responses will be billed at an hourly rate.

TASK 02: SARASOTA COUNTY TREE REMOVAL PERMIT:

- Prepare, submit, and support the Sarasota County Tree Removal Permit Application.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and submit responses to one (1) Request for Additional Information (RAI). The estimated fee assumes a maximum of one (1) RAI response. Additional RAI responses will be billed at an hourly rate.
- Client to provide tree survey based on Sarasota County requirements for utilization by Atwell to prepare the tree removal plan based on the proposed development.

TASK 03: SWFWMD ERP MODIFICATION:

- Prepare, submit, and support a Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) application.
- Research and review existing permits or previous permits, drainage studies, and adjacent projects to establish a basis of the surface water management system.
- Coordinate submittal documents with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and submit responses to Request for Additional Information (RAI). The estimated fee assumes a maximum of two (2) RAI Responses. Additional RAI responses will be billed at an hourly rate.

ATWELL, LLC

Three Rivers Stewardship District
Ibis Street MURT
09/19/2024

CONFIDENTIAL
P24007343

EXCLUDED SERVICES

The professional services to be provided by Atwell are limited to those described in the Scope of Work. All other services are specifically excluded, including, but not limited to the following items:

- Environmental Services
- Geotechnical Engineering Services
- Transportation Engineering Services
- Photometric/Lighting Services
- Landscape Architecture Services
- Planning Services
- Structural Engineering Services
- Hydrogeological Services
- Surveying and/or Locating Services
- Construction Signage

ADDITIONAL SERVICES

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

ATWELL, LLC

Three Rivers Stewardship District
Ibis Street MURT
09/19/2024

EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Type	Initial
01	Sarasota County S&D Permitting	\$65,000	FF	
02	Sarasota County Tree Removal Permit	\$5,000	FF	
03	SWFWMD ERP Modification	\$10,000	FF	
98	Reimbursable Expenses		PER EXHIBIT C	
Total:		\$80,000		

FF = Fixed Fee

TME = Time & Materials

TME - NTE = Time & Materials Not to Exceed

FF&D = Fixed Fee + Direct Expense Reimbursables

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, and reproductions will be billed per the attached rate table.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges.

ATWELL, LLC

Three Rivers Stewardship District

Ibis Street MURT

09/19/2024

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P24007343

EXHIBIT C

ATWELL, LLC BILLING RATES

☐ Not applicable

☒ See attached

ATWELL, LLC

Three Rivers Stewardship District

Ibis Street MURT

09/19/2024

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**2024 PROFESSIONAL SERVICES FEE SCHEDULE
REAL ESTATE & LAND DEVELOPMENT**

PROJECT MANAGEMENT SERVICES

Senior Project Manager	\$255/hour
Project Manager I-III	\$212 to \$240/hour
Associate Project Manager I-II	\$178 to \$195/hour
Project Coordinator I-III	\$105 to \$137/hour

ENGINEERING & PLANNING SERVICES

Senior Technical Advisor	\$325/hour
Senior Project Engineer	\$223/hour
Engineer/Designer I-V	\$141 to \$212/hour
Planner/Designer I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour

SURVEYING & MAPPING SERVICES

Senior Project Surveyor	\$223/hour
Project Surveyor I-V	\$141 to \$212/hour
Senior Crew Chief	\$164/hour
Crew Chief I-III	\$109 to \$146/hour
Crew Member I-II	\$80 to \$95/hour
Certified sUAS Pilot	\$190/hour
Technician I-V	\$65 to \$126/hour
GIS Services	\$113 to \$170/hour

ENVIRONMENTAL & ECOLOGICAL SERVICES

Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour

PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES

Program Manager I-II	\$270 to \$282/hour
Senior Construction Manager	\$225/hour
Construction Manager I-II	\$195 to \$212/hour
Construction Engineer I-II	\$138 to \$175/hour
Construction Coordinator	\$128/hour
Estimating Services	\$178 to \$212/hour
Safety Coordinator	\$142/hour

MISCELLANEOUS

Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour
Expert Testimony	\$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars	\$15/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies	\$15/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.75/each
11" X 17" color plots/copies	\$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	\$650/day
Photoionization Detector (PID)	\$115/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer	\$100/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	\$1,750/day
FIELD MATERIALS	
Wood Stakes	\$1.25/stake
Iron Pipes	\$3.50/pipe
Monuments	cost + 10%
MISCELLANEOUS	
Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$200/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.



PROFESSIONAL SERVICES AGREEMENT

Proposal Name: [Ibis Street MURT]

Proposal Number: [P24007343]

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10. **Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Atwell ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Atwell. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Atwell shall not be held liable for any such anomalies or errors. Further, Client accepts the risks associated with and the

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12. **No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Atwell or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.
13. **Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Atwell.
14. **Waiver:** The failure of either party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.
15. **Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Atwell's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that Client's sole and maximum recovery against Atwell for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the amount of money paid by Client to Atwell, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Atwell, irrespective of any applicable insurance limits. Client may request an increase to this liability cap for an additional fee. Under no circumstance shall Atwell be liable to Client for any loss or damage of any nature not arising from the work to be provided by Atwell herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, special, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages.

- 16. Indemnification; Limitation on Time Period to Bring Claims:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement or attributable to the negligence of Client, its successors, employees, agents or invitees excepting only those damages, liabilities or costs solely and directly caused by the negligent performance or willful misconduct by Atwell. Atwell agrees to indemnify and hold harmless Client, its managers, employees and officers against damages, liabilities, or costs, including reasonable attorneys' fees where recoverable by law to the extent caused by the negligent performance or willful misconduct by Atwell.
- 17. Notice of Lien:** Atwell hereby notifies Client that Atwell may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Atwell, Client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the applicable Lien Laws.
- 18. Job Site Safety:** Client assumes responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Atwell provides a health and safety officer at Client's site, Atwell shall be authorized to take any and all measures on behalf of Client that in Atwell's opinion will maintain generally accepted health and safety standards for personnel at the site. Atwell will inform Client of such deficiencies relating to the specifications and applicable regulations known to Atwell, but Atwell shall not be responsible for the failure of Client or its agents to follow the recommendations of Atwell personnel. Client waives any claim and all damages against Atwell for, and agrees to indemnify and hold Atwell harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Atwell.
- 19. Disclosure of Hazardous Substances and/or Conditions:** Client hereby acknowledges that it shall be the duty of Client to notify Atwell of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any

hazardous substance with which Atwell may be provided or which exists or may exist on or near any premises upon which services are to be performed by Atwell employees, agents or subcontractors. Disclosure and notification to Atwell shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances shall be made solely by Client, and Atwell shall not select the disposal site nor shall Atwell arrange in any other way for the disposal of any hazardous substances found on or removed from the work site.

To the extent that the Agreement between Atwell and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Atwell with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Atwell shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.

- 20. Estimates for Proposed Construction:** Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Atwell. Atwell has no control over external factors, including, but not limited to, market conditions and construction procedures. Atwell and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.
- 21. Stamp on Drawings:** Atwell shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.
- 22. Dispute Resolution:** Other than as to a dispute arising from alleged non-payment, any Dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the parties. In the event the parties cannot agree on a

mediator, or in the event the Dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Sarasota County, Florida, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Sarasota County, Florida, and the laws applicable to the arbitration proceeding shall be the laws of Florida without regard to principles of conflict of laws. The parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time; even after a Dispute has been raised in a court of law, or after this Agreement has been completed, terminated, or paid in full.

Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.

- 23. Severability:** If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.
- 24. Entire Agreement:** The Agreement, including all attached Exhibits, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior oral or written

representations or agreements by the parties with respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both parties.

- 25. Governing Law:** The Agreement shall be governed by the laws of the State of Florida without regard to principles of conflict of laws.
- 26. Agreement Construction:** Both Parties having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement and it shall not be construed against one Party more than the other.
- 27. Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other party or mailed to the last known current address of the other party by certified mail, return receipt requested.
- 28. Miscellaneous:** Notwithstanding Section 25 above, the parties agree that if the services are performed in a state which limits liability, including but not limited to, Fla. Stat. § 558.0035, the laws of that state shall govern with respect to limiting liability and the Client agrees and waives all claims the Client or anyone claiming by through or under them, may have against an individual design professional employed by Atwell for negligence arising out of the rendering of services under this Agreement.



ACCEPTED BY:

ATWELL, LLC

By: 
Signature

Nicholas R. Walters, P.E.
Printed Name

Its: Project Manager
Title

09/23/2024
Date

By: 
Signature

Jeremy H. Arnold P.E.
Printed Name

Its: Vice President
Title

09/23/2024
Date

Three Rivers Stewardship District:

By: _____
Signature

Printed Name

Its: _____
Title

Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

6C



PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT	Three Rivers Stewardship District	DATE OF ORDER	09/19/2024
CONTACT	Chuck Adams	PROPOSAL NO.	P24007355
ADDRESS	2300 Glades Road, Suite 410 W Boca Raton, FL 33431		

PROPOSAL NAME Ibis Street MURT survey

SITE LOCATION Ibis Street south of Hawkins Road in Sarasota, FL

PROPOSAL SUMMARY

Three Rivers Stewardship District requested professional surveying services to perform a Right of Way and Topographic survey of Ibis Street extending south of Hawkins Road +/- 7,500 feet.

ATWELL, LLC

Three Rivers Stewardship District | Ibis Street MURT survey
09/19/2024

CONFIDENTIAL
P24007355

THE ATWELL CLIENT PROMISE

The Atwell Client Promise serves as a set of guideposts to demonstrate the company's commitment to our clients and partners. In an effort to better understand our clients' perceptions, satisfaction and expectations of Atwell and our leaders, we launched a national initiative to gather client feedback. The Atwell Promise is a direct result of our clients' feedback and prioritized from our clients' perspective. The Atwell Promise is our commitment to you as we strive to develop a long-term relationship and support your project needs.

WE WILL BUILD STRONG RELATIONSHIPS

We will develop long-term, trusting relationships with our Clients and maintain genuine interest in their success by understanding their drivers, goals and expectations.

WE WILL PROVIDE INDUSTRY EXPERTISE AND MAINTAIN PROJECT KNOWLEDGE

We will provide dedicated thought leaders and technical professionals who will deliver industry specific knowledge and project experience to every project.

WE WILL BE RESPONSIVE AND EXECUTE ON EVERY TASK

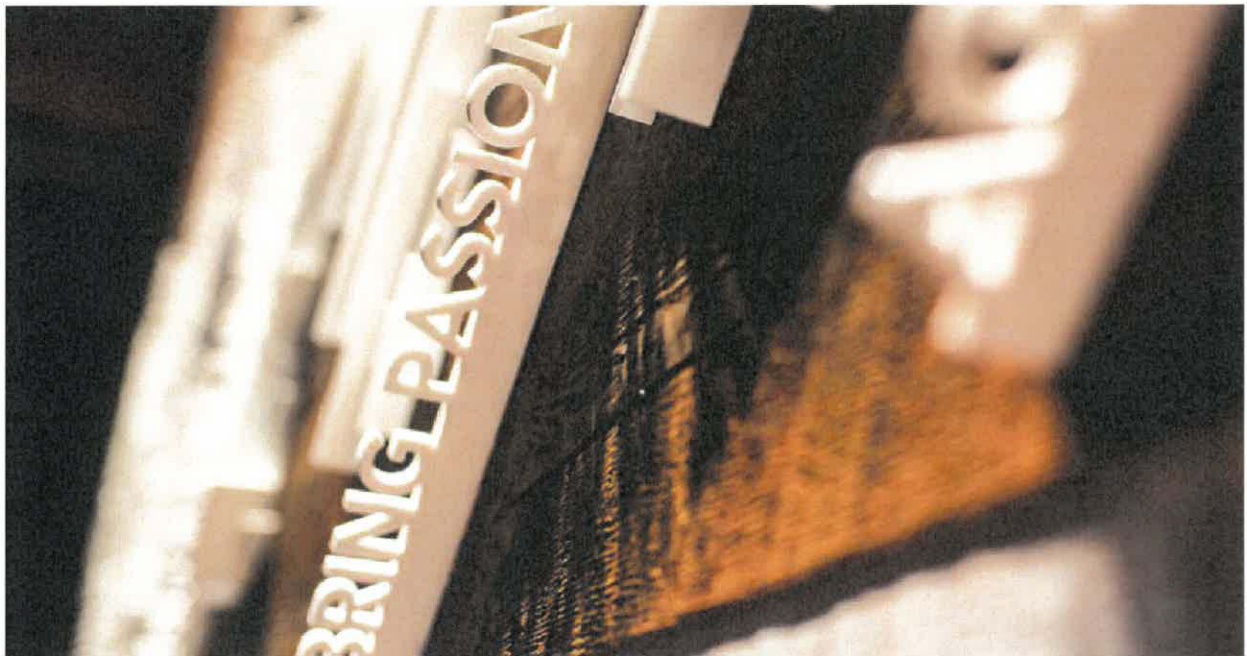
We will maintain a nimble organizational structure for maximum flexibility to better serve the needs of our Clients and respond immediately to a Client's urgent requests and project deadlines.

WE WILL CONTINUE TO HIRE AND DEVELOP TECHNICALLY SOUND PROFESSIONALS

We will continue to recruit, develop and retain team members that have the technical expertise, passion and commitment to health and safety to serve our Client's project needs.

WE WILL PROVIDE QUALITY DELIVERABLES AND MAINTAIN A CULTURE OF EXCELLENCE

We will maintain a culture of excellence focused on Client service and industry best practices to ensure accuracy, consistency and constructability for each project.



ATWELL, LLC

Three Rivers Stewardship District | Ibis Street MURT survey
09/19/2024

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P24007355

EXHIBIT A

SCOPE OF WORK FOR IBIS STREET MURT SURVEY

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 01: RIGHT OF WAY SURVEY:

Atwell will provide the following services

- Establish horizontal control. The horizontal datum will be NAD '83/2011
- Establish Vertical Control. The vertical Datum will be NAVD 88
- The limits of the survey will be from the intersection of Ibis Street and Hawkings Road extending south +/- 7,500 feet within the right of way of Ibis Street.
- Recover and tie-in controlling property corners and section corners in the vicinity of the subject properties and other corners necessary to establish right of way lines of Ibis Street.
- Collect topographic information at cross sections intervals of 50 feet and at all discernable grade break extending from right of way to right of way
- Field locations will be processed to generate one (1) digitally signed right of way and topographic survey in accordance with the Standards of Practice as set forth in Chapter 5J-17.050 through .052, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes and a corresponding AutoCAD Civil 3D drawing file.

ATWELL, LLC

Three Rivers Stewardship District | Ibis Street MURT survey

09/19/2024

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P24007355

CLARIFICATIONS

PROJECT UNDERSTANDINGS

- If weather or site conditions which are beyond Atwell's control affect our ability to complete our tasks as described, the additional mobilization and time will be invoiced as out of scope
- Atwell will require access to the site.
- This proposal is valid for 30 days from the date of this proposal

ADDITIONAL SERVICES

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

ATWELL, LLC

Three Rivers Stewardship District | Ibis Street MURT survey
09/19/2024

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EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Type	Initial
1	Right of Way Survey	\$12,500	FF	

FF = Fixed Fee

TME = Time & Materials

TME - NTE = Time & Materials Not to Exceed

FF&D = Fixed Fee + Direct Expense Reimbursables

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, reproductions will be billed separately at cost under Task 98.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges

ATWELL, LLC

Three Rivers Stewardship District | Ibis Street MURT survey
09/19/2024

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P24007355

2024 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE & LAND DEVELOPMENT	
PROJECT MANAGEMENT SERVICES	
Senior Project Manager	\$255/hour
Project Manager I-III	\$212 to \$240/hour
Associate Project Manager I-II	\$178 to \$195/hour
Project Coordinator I-III	\$105 to \$137/hour
ENGINEERING & PLANNING SERVICES	
Senior Technical Advisor	\$325/hour
Senior Project Engineer	\$223/hour
Engineer/Designer I-V	\$141 to \$212/hour
Planner/Designer I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
SURVEYING & MAPPING SERVICES	
Senior Project Surveyor	\$223/hour
Project Surveyor I-V	\$141 to \$212/hour
Senior Crew Chief	\$164/hour
Crew Chief I-III	\$109 to \$146/hour
Crew Member I-II	\$80 to \$95/hour
Certified sUAS Pilot	\$190/hour
Technician I-V	\$65 to \$126/hour
GIS Services	\$113 to \$170/hour
ENVIRONMENTAL & ECOLOGICAL SERVICES	
Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES	
Program Manager I-II	\$270 to \$282/hour
Senior Construction Manager	\$225/hour
Construction Manager I-II	\$195 to \$212/hour
Construction Engineer I-II	\$138 to \$175/hour
Construction Coordinator	\$128/hour
Estimating Services	\$178 to \$212/hour
Safety Coordinator	\$142/hour
MISCELLANEOUS	
Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour
Expert Testimony	\$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars	\$15/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies	\$15/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.75/each
11" X 17" color plots/copies	\$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	\$650/day
Photoionization Detector (PID)	\$115/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer	\$100/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	\$1,750/day
FIELD MATERIALS	
Wood Stakes	\$1.25/stake
Iron Pipes	\$3.50/pipe
Monuments	cost + 10%
MISCELLANEOUS	
Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$200/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.

ATWELL, LLC

Professional Services | Real Estate & Land Development

2024 Fee Schedule

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PROFESSIONAL SERVICES AGREEMENT

Proposal Name: Ibis Street MURT survey

Proposal Number: P24007355

These terms and conditions and the documents set forth in this Professional Services Agreement (the "Agreement") are entered into between Atwell, LLC, a Michigan limited liability company ("Atwell") and Three Rivers Stewardship District. ("Client") as of the date set forth in this Agreement.

1. **Authorization for Work to Proceed:** Upon execution of the Agreement, receipt of specified retainer fees, and completion of all other preliminary requirements set forth herein, Atwell shall proceed with the work (also referred to herein as the "services"), unless stated otherwise in the Agreement.
2. **Scope of Services:** The Scope of Work is set forth in the Proposal.
3. **Standard of Practice:** Services performed by Atwell under the Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document, or otherwise. Client acknowledges that Atwell has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Atwell, except as expressly set forth herein.
4. **Billing and Payment:** Client shall pay Atwell for services performed in accordance with the rates and charges set forth in the Proposal. All fees and hourly rates quoted in the Proposal may be increased annually and as otherwise agreed by Atwell and Client. Invoices will be submitted by Atwell on a monthly basis and shall be due and payable within thirty (30) calendar days of the invoice date.
5. **Billing Dispute:** In the event any bill or portion thereof is disputed by Client, Client shall notify Atwell in writing within fourteen (14) days of receipt of the bill in dispute. In the event a portion of a bill is in dispute, Client hereby agrees to pay the undisputed portion of the bill in accordance with the terms set forth herein. Client and Atwell shall work together to resolve the dispute, but in the event Atwell and Client do not resolve such dispute within sixty (60) days of notice of dispute, Atwell may terminate the Agreement.
6. **Failure to Pay:** If Client for any reason fails to pay any undisputed portion of Atwell's invoices within thirty (30) days of receipt, Atwell may suspend services to Client. Client shall waive any claim against Atwell and shall defend, hold harmless, and indemnify Atwell from and against any damages or claims for injury or loss stemming from Atwell's suspension of services. Client shall also pay Atwell's reasonable demobilization costs resulting from the suspension of services. In the event the project is remobilized, Client shall also pay the cost of remobilization and the parties may renegotiate certain contract terms and conditions including, but not limited to, those associated with budget, schedule, or scope of services.
7. **Termination:** The Agreement may be terminated with cause by either party upon at least seven (7) calendar day's written notice. For purposes of this section, "Cause" shall be defined as failure by the other party to perform in accordance with the terms of the Agreement. In the event of such termination for cause, Atwell specifically retains and reserves, to the fullest extent permitted by law, all causes of action, claims, and remedies, in contract and in tort, in connection with or relating to Client's duties set forth in this Agreement. Atwell may terminate the Agreement without cause and without written notice in the event that (1) site conditions become unsafe for the performance of the services by Atwell; or (2) if Client fails to pay any invoice in accordance with the Agreement. In no event shall Atwell be responsible for Client's lost profits or other damages arising out of Atwell's decision to terminate performance of services. In the event the Agreement is terminated with or without cause, Atwell shall be paid for services performed up to the termination date plus all incurred and documented termination expenses. For purposes of this Agreement, "termination expenses" shall include personnel and equipment rescheduling and reassignment adjustments and all other related

costs incurred directly attributable to termination of the Agreement.

8. **Additional Services:** Any services to be provided by Atwell to Client not included or contemplated by this Agreement shall be specifically identified and agreed in writing.
9. **Work Product:** All documents produced or created by Atwell including, but not limited to, memoranda, internal reports, boring logs, field data, field notes, laboratory data, calculations and estimates, are instruments of service, and such instruments of service shall remain property of Atwell. Atwell is deemed the author and owner of the instruments of service, regardless of whether or not the services are completed, and Atwell shall retain all common law, statutory and other reserved rights, including copyrights. Upon receipt by Atwell of payment in full for its services, Client shall receive a fully paid license to use Atwell's Work Product for this Project. In the event Client uses, re-uses, or modifies Atwell's Work Product for any other use or purpose, Client shall defend, indemnify, and hold harmless Atwell from all claims arising or in any way related to such use, re-use, or modification. Any and all environmental and material samples obtained by Atwell pursuant to this Agreement may, at the sole discretion of Atwell, be discarded thirty (30) days following completion of the services unless otherwise mutually agreed in writing by Atwell and Client.
10. **Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Atwell ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Atwell. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Atwell shall not be held liable for any such anomalies or errors. Further, Client accepts the risks associated with and the responsibility for any damage to hardware, software or computer systems or networks related to any use of the Electronic Data. The Electronic Data is being furnished on an "as-is" basis.

11. **Excuse of Performance (Force Majeure):** Atwell shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, acts or threats of terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond Atwell's reasonable control.
12. **No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Atwell or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.
13. **Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Atwell.
14. **Waiver:** The failure of either party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.
15. **Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Atwell's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that Client's sole and maximum recovery against Atwell for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the lesser of three (3) times the amount of money paid by Client to Atwell under this Agreement or \$250,000, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Atwell. Under no circumstance shall Atwell be liable to Client for any loss or damage of any nature not arising from the work to be provided by Atwell herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, special, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages.
16. **Indemnification; Limitation on Time Period to Bring Claims:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement, excepting only those

damages, liabilities or costs solely and directly caused by the negligent performance or willful misconduct by Atwell. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or attributable to the negligence of Client, its successors, employees, agents or invitees. Client agrees to indemnify Atwell from claims arising out of any certifications which are required to be signed on behalf of Client during the course of the work contemplated by this Agreement. No action, suit or other proceeding shall be instituted against Atwell in connection with the work contemplated by this Agreement more than one (1) year after the last date of service under this Agreement. Atwell agrees to indemnify and hold harmless Client, its managers, employees and officers against damages, liabilities, or costs, including reasonable attorneys' fees where recoverable by law to the extent caused by the negligent performance or willful misconduct by Atwell.

17. **Notice of Lien:** Atwell hereby notifies Client that Atwell may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Atwell, Client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the applicable Lien Laws.
18. **Job Site Safety:** Client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Atwell provides a health and safety officer at Client's site, Atwell shall be authorized to take any and all measures on behalf of Client that in Atwell's opinion will maintain generally accepted health and safety standards for personnel at the site. Atwell will inform Client of such deficiencies relating to the specifications and applicable regulations known to Atwell, but Atwell shall not be responsible for the failure of Client or its agents to follow the recommendations of Atwell personnel. Client waives any claim and all damages against Atwell for, and agrees to indemnify and hold Atwell harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Atwell.
19. **Disclosure of Hazardous Substances and/or Conditions:** Client hereby acknowledges that it shall be the duty of Client to notify Atwell of any

known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any hazardous substance with which Atwell may be provided or which exists or may exist on or near any premises upon which services are to be performed by Atwell employees, agents or subcontractors. Disclosure and notification to Atwell shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances shall be made solely by Client, and Atwell shall not select the disposal site nor shall Atwell arrange in any other way for the disposal of any hazardous substances found on or removed from the work site.

To the extent that the Agreement between Atwell and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Atwell with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Atwell shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.

20. **Estimates for Proposed Construction:** Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Atwell. Atwell has no control over external factors, including, but not limited to, market conditions and construction procedures. Atwell and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.
21. **Stamp on Drawings:** Atwell shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.
22. **Dispute Resolution:** Other than as to a dispute arising from alleged non-payment, such Dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the

parties. In the event the parties cannot agree on a mediator, or in the event the Dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Oakland County, Michigan, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Oakland County, Michigan, and the laws applicable to the arbitration proceeding shall be the laws of Michigan without regard to principles of conflict of laws. The parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time, even after a Dispute has been raised in a court of law, or after this Agreement has been completed, terminated, or paid in full.

Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.

- 23. Severability:** If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.
- 24. Entire Agreement:** The Agreement, including all attached Exhibits, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior oral or written representations or agreements by the parties with

respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both parties.

- 25. Governing Law:** The Agreement shall be governed by the laws of the State of Michigan without regard to principles of conflict of laws.
- 26. Agreement Construction:** Both Parties having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement and it shall not be construed against one Party more than the other.
- 27. Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other party or mailed to the last known current address of the other party by certified mail, return receipt requested.
- 28. Miscellaneous:** Notwithstanding Section 25 above, the parties agree that if the services are performed in a state which limits liability, including but not limited to, Fla. Stat. § 558.0035, the laws of that state shall govern with respect to limiting liability and the Client agrees and waives all claims the Client or anyone claiming by through or under them, may have against an individual design professional employed by Atwell for negligence arising out of the rendering of services under this Agreement. Projects in North Carolina are deemed contracted through and performed by Atwell, LLC, a Michigan limited liability company d/b/a Atwell, PLLC pursuant to an Amended Certificate of Authority issued by the North Carolina Department of State on July 30, 2021 under NC COA# P-2380.



ACCEPTED BY:

ATWELL, LLC

By: 
Signature

Dalton Cross
Printed Name

Its: Director
Title

09/19/2024
Date

CLIENT:

By: _____
Signature

Printed Name

Its: _____
Title

Date

**THREE RIVERS
STEWARDSHIP DISTRICT**

7A

CONTRACT NO. _____

BCC APPROVED _____

INTERLOCAL AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA AND THE THREE RIVERS
STEWARDSHIP DISTRICT RELATING TO UTILITY ENGINEERING DESIGN AND
PERMITTING FOR LORRAINE ROAD, SOUTH OF CLARK ROAD

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2024, by and between, Three Rivers Stewardship District, a special purpose form of local government established effective July 1, 2023, by Chapter 2023-337, Laws of Florida, and Chapter 189 Florida Statutes, registered to do business in Florida, hereinafter collectively referred to as the “District”; and Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County” (collectively, District, and County may be referred to as “the Parties.”)

RECITALS:

- A. The District provides community services for lands located in Sarasota County, Florida, and as shown in Exhibit “A,” attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the “Property,” containing residential, office and commercial/retail improvements (the “Project”), which is subject to the conditions of Rezone Petition No. 23-25 (Ordinance No. 2024-031) as may be amended and is also known by the Project name “3H Ranch”.
- B. The District is established with general and special powers to provide for public infrastructure, which benefits the District systems, facilities, services, improvements, projects, works, and infrastructure, each of which constitutes a lawful public purpose, and to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, finance, fund, and maintain improvements, systems, facilities, services, works, projects, and infrastructure throughout the District.
- C. On March 7, 2023, the County entered into an “Interlocal Agreement Between Sarasota County, Florida And The Lakes of Sarasota Community Development District Relating To The Design and Permitting Of Lorraine Road” (County Contract No. 2023-249) to design certain roadway improvements that are to be constructed concurrently with the Project, establishing the new Lorraine Road corridor.
- D. The County now wishes to enter into this Agreement with Three Rivers Stewardship District to design the central water, reclaimed water, and wastewater facilities, as specified in Exhibit “B”, Scope of Services and Exhibit “C”, Area Plan, attached hereto and incorporated herein (the “Utility Design Project”), so that the County utility infrastructure can be constructed within the new Lorraine Road corridor and occupants of each residence constructed on the Property will receive adequate water, reclaimed water, and wastewater service from the County.

- E. The Parties desire to cooperate with each other pursuant to this Agreement in order to complete the Utility Design Project and incorporate the Utility Design Project into the Lorraine Road design plans developed under County Contract No. 2023-249.
- F. The Parties agree that the proposed District cost and schedule for the Utility Design Project are estimated to be less and shorter than what the County could self-perform.
- G. The Parties are each authorized to enter into the Agreement pursuant to Section 163.01, *Florida Statutes*.
- H. The Parties are entering into this Agreement to set forth their respective agreements, consent, understandings, contributions, duties, and obligations with regard to the Utility Design Project.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. UTILITY DESIGN PROJECT. The District shall design, engineer, and permit the Utility Design Project to be incorporated into the Lorraine Road roadway design plans developed under County Contract No. 2023-249. The Utility Design Project includes design and permitting of approximately 2.44 miles of a new 16-inch potable water transmission main and a new 12-inch reclaimed water main, from Station 416+27± to Station 287+33± and approximately 4.14 miles of a new 20-inch (maximum) sanitary sewer force main, from station 501+80± to station 287+33±, within the proposed Lorraine Road right of way, as described in Exhibit B, Scope of Services and generally depicted on Exhibit C, Area Plan.

SECTION 3. DISTRICT'S OBLIGATIONS. The District shall perform the Utility Design Project consistent with this Agreement and Exhibit B, Scope of Services, and in doing so, shall comply with the following:

- A. Consultants.** The District shall engage one or more design engineering professional consultants, licensed and registered with the State of Florida, for the Utility Design Project in accordance with Section 287.055, *Florida Statutes*.
- B. Standard of Care.** The District agrees to require its design engineering professionals to exercise the appropriate standard of care throughout said professional's provision of the Utility Design Project. Acceptance of the Utility Design Project deliverables by the County shall not constitute a waiver or relieve the District's design engineering professionals of said design engineering professionals' obligation to provide signed and sealed design plans that are complete and accurate in all material respects for the Utility Design Project.
- C. Insurance.** The District agrees to require the design engineering professional firm(s) that it engages for preparation of the Utility Design Project to maintain professional liability insurance with limits of not less than \$1,000,000.00 for professional services rendered in accordance with this Agreement.

SECTION 4. COUNTY'S OBLIGATIONS.

A. County Reimbursement.

- i. The Parties acknowledge that the costs associated with the design and permitting of the Utility Design Project are required in order to ensure the Utility Design Project is incorporated into the Lorraine Road design plans developed under County Contract No. 2023-249 and is required for the Project. Accordingly, provided that all professional utility engineering and permitting costs for the Utility Design Project are documented by cancelled checks or electronic payment receipts for District approved paid invoices, the County shall remit to the District the County Reimbursement ~~in an amount not to exceed~~for a fixed fee, lump sum amount of **Three Hundred Thirty Thousand Dollars (\$330,000.00).**
- ii. The County Administrator or their designee is authorized to approve the payment of funds for the County Reimbursement. In no event shall the amount of the County Reimbursement exceed the ~~documented cost to design and permit the Utility Design Project~~amount that has been authorized by the County Administrator.
- iii. Should circumstances during design result in the need to modify, change, subtract, or add utility improvements, which differ from what is included in this Agreement, all changes must be approved by the County through an amendment to the Agreement.

SECTION 5. FORCE MAJEURE. In the event that the District's or County's performance of their respective obligations under the terms of this Agreement is prevented or delayed by consequence of a Force Majeure, neither the District nor the County shall be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the performance of their respective obligations pursuant to this Agreement, as reasonably determined by the Parties. The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, pandemics, delays by carriers, inability to obtain materials or right of way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. This Section shall not apply to force majeure events caused by the District and County, or any party under their respective control.

SECTION 6. LIABILITY. The Parties shall not be deemed to assume any liability for the negligent, intentional or wrongful acts or omissions of the other or the other's officers, employees, consultants or contractors. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28, *Florida Statutes*, other statute or common law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by registered or certified mail, postage prepaid and certified return receipt requested, or by a recognized national overnight delivery service to the office of the applicable Party and addressed as follows:

The Parties:

To the County:

Sarasota County Public Utilities
1001 Sarasota Center Blvd.
Sarasota, Florida 34240
Attention: Public Utilities Director

With a copy to:

Sarasota County Attorney
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

To District:

Three Rivers Stewardship District,
a Special Purpose Form of Government
c/o Wrathall, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431
Attention: Chairman

With a copy to:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attention: Jonathan Johnson

or to such other address as the Party may direct by written notice to the Parties. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service.

SECTION 8. ADMINISTRATIVE AGENT. The County's Administrative Agent is designated to act on behalf of the County and to administer the terms and conditions of this Agreement. The Administrative Agent is the County Administrator or designee.

SECTION 9. LEGAL FEES AND COSTS. The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement, as well as any actions enforcing the terms of this Agreement.

SECTION 10. AMENDMENTS. No change, modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all of the Parties hereto with the same formality as this Agreement.

SECTION 11. DISPUTE RESOLUTION PROCESS. In the event of a dispute between District and County under this Agreement, the District's Chair or Manager and the County Administrator or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the designated District representative and County Administrator shall be final. In the event the designated District representative and the County Administrator are unable to agree, the

matter shall be referred to the respective Boards, who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in any applicable section of the Florida Statutes or other applicable law.

SECTION 12. ENFORCEMENT. In the event of a breach of this Agreement which the Parties are unable to resolve pursuant to the process described in Section 11, above, the Parties shall have all remedies available at law or equity, including but not limited to entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

SECTION 13. CHOICE OF LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action shall be Sarasota County.

SECTION 14. WAIVER OF JURY TRIAL. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 15. NO THIRD PARTY RIGHTS. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended to nor shall be construed to confer upon or give any person, corporation or governmental entity, other than the Parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenant and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto. This Agreement is solely for the benefit of the herein specifically and formally named Parties and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the formally named Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the formally named Parties hereto and their respective representatives, successors and assigns.

SECTION 16. PARTIES DRAFTED EQUALLY. The Parties agree that they have played an equal and reciprocal part in drafting this Agreement. Therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against either of the Parties because such party is deemed to have drafted or structured such provisions.

SECTION 17. SEVERABILITY. In the event any term, section, paragraph, sentence, covenant, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalidity is as to a material or substantive obligation of a party in which event the Agreement may thereupon be terminated at the discretion of the adversely affected Party or Parties.

SECTION 18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and is intended to be a full integration of all prior or contemporaneous agreements, conditions, or undertakings between the Parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among the parties with respect to the subject matter hereof other than as set forth in this Agreement. Nothing contained herein shall prohibit or restrict the Parties from entering further Agreements addressing other contributions for transportation or other public facilities which may be made by the District and which may be eligible for credit for mobility fees, impact fees, capacity fees or any other fees imposed by the County.

SECTION 19. HEADINGS. The headings and captions contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 21. RECORDING. A fully executed original of this Agreement shall be filed with the Clerk of the Circuit Court, in and for Sarasota County, Florida.

SECTION 22. EFFECTIVE DATE. The Effective Date of this Agreement shall be made the date of its filing (recording) pursuant to Section 163.01(11), *Florida Statutes*.

SECTION 23. DURATION AND TERM. The term of this Agreement shall be five (5) years from the Effective Date, unless otherwise terminated or extended pursuant to this Agreement.

SECTION 24. CALCULATION OF TIME. Unless otherwise stated, references to “days” shall mean and refer to calendar days. If any timeframe provided for in this Agreement ends on a weekend or federal holiday, the timeframe shall be extended to the next business day.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, District and the County have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed.

ATTEST:
KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: _____
Chair

Date: _____

By: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney

(1)

WITNESS as to DISTRICT:

THREE RIVERS STEWARDSHIP DISTRICT:
A Special-Purpose Form of Government

(Signature)

BY: _____

(Print)

ITS: _____

(Address)

DATE: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by _____, as _____ of and on behalf of **Three Rivers Stewardship District**, a special-purpose form of government. He is ☐ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC
Commission No.: _____
Expiration Date: _____
(Seal)

EXHIBIT A
THE PROPERTY



PID Numbers: 028200400, 0291001002, 0289001000, 0305001500, 0307001000, and 0313001000
Said tract contains 2,727.1 acres, more or less.

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Exhibit B
Scope of Services

I. Introduction

The District shall ensure the scope of the services for the Utility Design Project are performed in compliance with this Scope of Services by a professional design consultant that the District contracts with directly (the "District's Consultant"). Based on Sarasota County's approved utility line sizes and locations, the District's Consultant will design and permit the potable water transmission main, sanitary sewer force main, and reclaimed water main described below and incorporate the design and plans into the roadway design and construction plans for the Lorraine Road project being prepared under County Contract No. 2023-249. The desired County Utility Design Project will be incorporated into the Lorraine Road project plans for construction plan and utility permit approval through Sarasota County, Florida Department of Health (DOH) and Florida Department of Environmental Protection (FDEP). The County shall reimburse the District for the costs to design and permit the Utility Design Project ("County Reimbursement") pursuant to Section III, below.

II. Utility Design Project Description

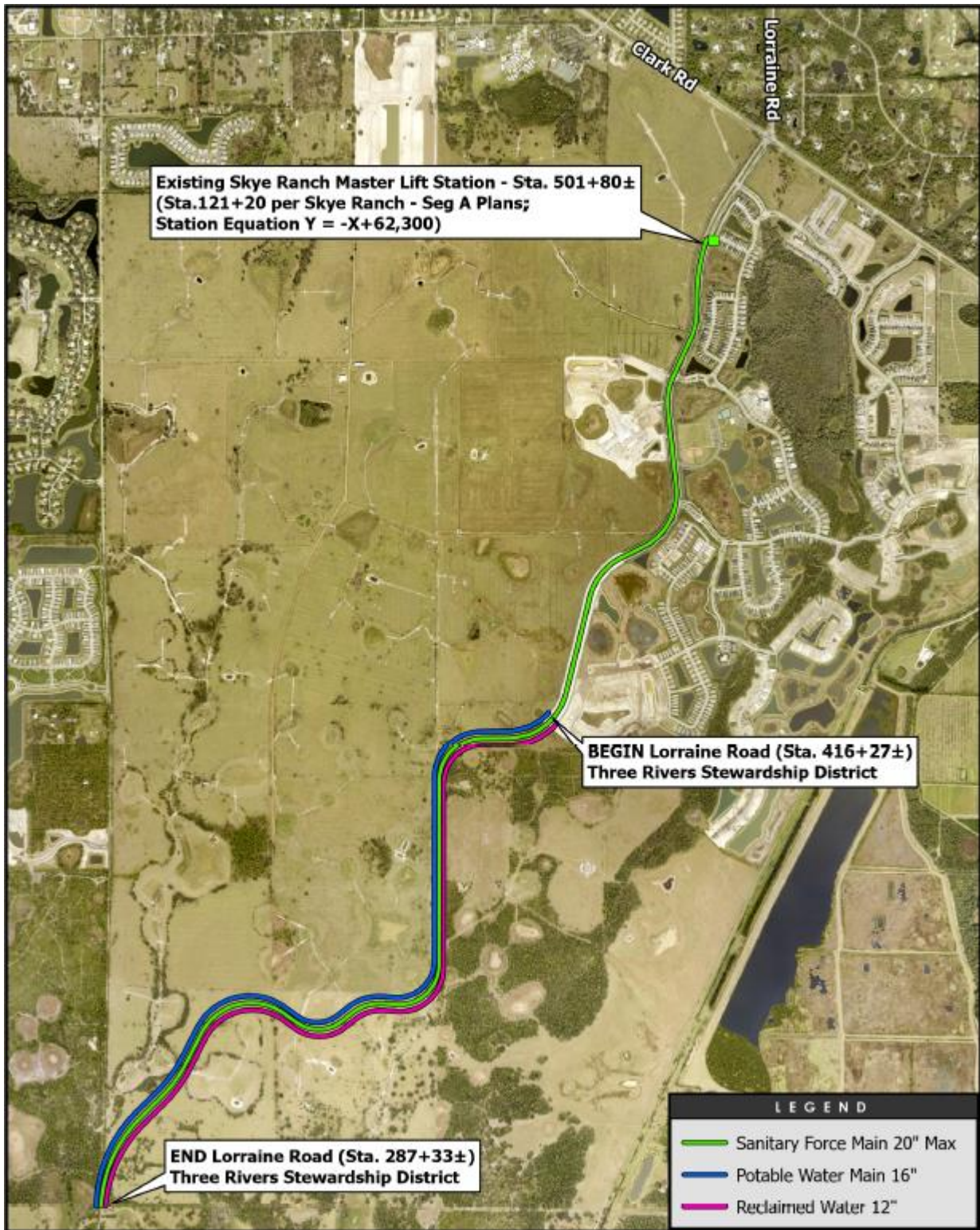
The Utility Design Project is described, below:

- The District shall design and permit approximately 2.44 miles of 16-inch potable water transmission main along the west side of Lorraine Road from the terminus of the existing 16-inch potable water transmission main located at Station 416+27± continuing in a southerly direction and terminating at Station 287+33± ~~for a not to exceed amount of \$89,000.~~
- The District shall design and permit approximately 2.44 miles of 12-inch reclaimed water main along the east side of Lorraine Road from the terminus of the existing 12-inch reclaimed water main located at Station 416+27± continuing in a southerly direction and terminating at Station 287+33± ~~for a not to exceed amount of \$89,000.~~
- The District shall design and permit approximately 4.14 miles of 20-inch (max) sanitary sewer force main along the east side of Lorraine Road from the terminus of the existing 20-inch sanitary sewer force main stub out at the existing Master Lift Station located at Station 501+80± continuing in a southerly direction and terminating at Station 287+33± ~~for a not to exceed amount of \$152,000.~~

III. County Reimbursement

The District's Consultant will provide professional engineering services for the utility design and preparation of construction plans and technical specifications, and utility permitting services for the project described above in Section II of this Scope of Services. The District's Consultant will coordinate with the roadway design team to ensure a seamless incorporation of the Utility Design Project plans into the Lorraine Road construction plans being prepared under County Contract No. 2023-249. The Utility Design Project will be considered complete once the utility construction plans are approved by the County and utility permits from Sarasota County, Florida Department of Health (DOH) and Florida Department of Environmental Protection (FDEP) have been acquired (the "Completion Date"). Provided that all professional engineering costs for the Utility Design Project are documented by cancelled checks or electronic payment receipts for paid invoices, the County shall remit to the District the County Reimbursement, a fixed fee, lump sum amount of: ~~In no event shall the County Reimbursement for the Utility Design Project exceed~~ **Three Hundred Thirty Thousand Dollars (\$330,000.00)** after the Completion Date and the District's submittal of the necessary documentation deemed sufficient by the Clerk of the Circuit Court and Comptroller of Sarasota County.

Exhibit C
Area Plan
Utility Design Project for Lorraine Road, South of Clark Road



**THREE RIVERS
STEWARDSHIP DISTRICT**

7B

Developer Funding and Reimbursement Agreement

This Developer Funding and Reimbursement Agreement (the “Agreement”), is made by and between **Neal Communities of Southwest Florida, LLC**, a Florida limited liability company (“Neal”), whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, and the **Three Rivers Stewardship District**, a special purpose form of local government established effective on July 1, 2023, by Chapter 2023-337, Laws of Florida, and Chapter 189 Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410 W, Boca Raton, Florida 33431 (hereinafter referred to as “District”) and is dated as of this _____ day of _____, 2024, (the “Effective Date”).

RECITALS

WHEREAS, Neal is developing a project referred to as the “3 H Ranch Project” located in Sarasota County, Florida, and District is financing certain public improvements for and benefitting the 3 H Ranch Project; and,

WHEREAS, District and Sarasota County are parties to that certain “Interlocal Agreement Between Sarasota County, Florida, and the Three Rivers Stewardship District Relating to Utility Engineering Design and Permitting of Lorraine Road South of Clark Road” dated _____, 2024, as recorded in the Public Records of Sarasota County, Florida, (the “Engineering Agreement”); and,

WHEREAS, pursuant to the Engineering Agreement, the District agreed to design, engineer, and permit central water, reclaimed water, and wastewater facilities for approximately 2.44 miles along the west side of Lorraine Road south of Clark Road as described in the Engineering Agreement (to be accomplished by Stantec Consulting Services, Inc. “Stantec”) (collectively the “County Facilities”); and,

WHEREAS, as part of the services required to perform the Engineering Agreement, the District has or will engage (i) Stantec pursuant to separate agreements (referred to herein as the “Contracts For Engineering Services”), (ii) North County Partnership, LLC (“Manager”) pursuant to a management agreement (the “Management Agreement”), and (iii) additional consultants to provide ancillary services, including environmental and geotechnical services, if required (the “Ancillary Consultants”); and,

WHEREAS, the District finds the Engineering Agreement and the desire to provide regional utility services to be in the best interests of the District and all residents therein; and,

WHEREAS, Developer has agreed to fund the cost expended for the County Facilities under the Engineering Agreement, for an on behalf of the District, pursuant to the terms and conditions herein and those contained in the Engineering Agreement,

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **Incorporation of Recitals**. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
2. **Developer Funding of Improvements**. Neal as Developer agrees to fund all costs and expenses expended for the County Facilities under (i) the Engineering Agreement, as and when same are due under the Engineering Agreement, (ii) the Management Agreement, and (iii) the agreements with the Ancillary Consultants, as and when same are due under such agreements, it being the Developer’s understanding and acknowledgement that no funding shall be provided or financed by any District Capital Improvement Revenue Bonds, or otherwise.
3. **District Assignment of Reimbursements to the Developer**. Provided that, and to the extent funded by Neal as Developer under this Agreement, upon receipt of reimbursement from the County under the Engineering Agreement, District shall remit such reimbursement to Developer.

4. **Applicable Law.** This Agreement has been executed and delivered in the State of Florida. The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Florida, with venue situate in Sarasota County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

[Signature On Following Pages]

[Signature Page to Developer Funding and Reimbursement Agreement]

DEVELOPER:

NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company,

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: _____
Name: Pamela Curran
Its: Manager

Witness

Print Name of Witness

Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization this ____ day of _____, 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, (____) who is personally known to me, or (____) who has produced _____ as identification.

(Affix Seal)

Signature of Notary Public
Print Notary Name: _____
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____

DISTRICT:

THREE RIVERS STEWARDSHIP DISTRICT

By: _____

Printed Name _____

Its: _____

Witness

Print Name of Witness

Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization this ____ day of _____, 2024, by _____, as _____ of Three Rivers Stewardship District, on behalf of the District, (____) who is personally known to me, or (____) who has produced _____ as identification.

(Affix Seal)

Signature of Notary Public
Print Notary Name: _____
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____

**THREE RIVERS
STEWARDSHIP DISTRICT**

8

**THREE RIVERS STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Three Rivers Stewardship District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for two additional optional annual renewals. The District is a local unit of special-purpose government created under Chapter 203-337, *Laws of Florida*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Sarasota County, Florida, and has an annual operating budget of approximately \$_____. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than April 15, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) unbound and one (1) electronic copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Three Rivers Stewardship District." Proposals must be received by _____ a/p.m. on _____, _____, 2024, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.

THREE RIVERS STEWARDSHIP DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024

Sarasota County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, _____, **2024**, at ____ a/p.m., at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Three Rivers Stewardship District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. 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 (including Saturday, Sunday, and state holidays) 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 the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

3. Understanding of Scope of Work. (20 Points)

4. Ability to Furnish the Required Services. (20 Points)

5. Price. (20 Points)***

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**THREE RIVERS
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS A**

AGREEMENT FOR INTERIM DISTRICT ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of October, 2024, by and between:

THREE RIVERS STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2023-337, Laws of Florida, and located in the City of Sarasota, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"), and

STANTEC CONSULTING SERVICES, INC., a New York corporation, with a local mailing address of 6920 Professional Parkway, Sarasota, Florida, 34240 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, (the "Act"), as amended; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of the services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and by this reference is incorporated herein as a material part of this Agreement.

2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

- A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors;
- B. Attendance at meetings of the Board;

- C. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks;
- D. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.

3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District. A form of Work Authorization is attached hereto as **Exhibit A**.

5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount not to exceed _____ Dollars (\$_____) annually, for the services to be rendered and payable monthly in direct proportion to the work accomplished.

- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **each Work Authorization** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.
- C. *Not-to-Exceed Amount.* Engineer's services under this agreement shall not exceed \$_____.

6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

7. TERM OF AGREEMENT. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

10. OWNERSHIP OF DOCUMENTS.

- A. Upon full payment of all monies owed to Engineer, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other

tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

13. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

14. INSURANCE. Subject to the provisions of this Section, the Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to

the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under the Agreement. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

17. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth in the Certificate of Insurance attached hereto as **Exhibit C** or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

18. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA

STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

20. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- A. Keep and maintain public records required by the District to perform the service;
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN GOVERNMENTAL MANAGEMENT SERVICES, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM.

21. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

22. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

27. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the jurisdiction of the courts of Sarasota County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and paralegals' fees, expert witness fees and costs, at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a

non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

THREE RIVERS STEWARDSHIP DISTRICT

COP S. A.:
Secretary/Assistant Secretary

W. H. H. H.
Vice Chairman, Board of Supervisors

STANTEC CONSULTING SERVICES INC.,
a New York corporation,

Traci Saxon
Witness
Traci Saxon
Print Name of Witness

Michael A. Kennedy
By: Michael A. Kennedy
Its: Account Manager

Exhibit A: Form of Work Authorization
Exhibit B: Rate Schedule
Exhibit C: Insurance Certificate

Exhibit A

WORK AUTHORIZATION # _____

_____, 202__

Three Rivers Stewardship District
Sarasota County, Florida

Subject: **Work Authorization Number** _____

Dear Chairman, Board of Supervisors:

Stantec Consulting Services Inc., ("Engineer") is pleased to submit this work authorization to provide interim engineering services for the Three Rivers Stewardship District ("District"). We will provide these services pursuant to our current *Agreement for Interim District Engineering Services*, dated October 11, 2023 ("Interim Agreement") as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services:

[Insert Services to be Provided].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Interim Agreement *[or insert proposed lump sum amount]*. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Interim Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

THREE RIVERS STEWARDSHIP DISTRICT

STANTEC CONSULTING SERVICES INC., a
New York corporation

By: _____
Authorized Representative

By: _____

Exhibit B

RATE SCHEDULE

Example attached, specific schedule to be provided with each Work Authorization



SCHEDULE OF FEES

Effective January 1, 2024

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 117.00
Level 4	\$ 128.00
Level 5	\$ 146.00
Level 6	\$ 150.00
Level 7	\$ 160.00
Level 8	\$ 170.00
Level 9	\$ 176.00
Level 10	\$ 182.00
Level 11	\$ 198.00
Level 12	\$ 208.00
Level 13	\$ 219.00
Level 14	\$ 230.00
Level 15	\$ 244.00
Level 16	\$ 269.00
Level 17	\$ 278.00
Level 18	\$ 284.00
Level 19	\$ 295.00
Level 20	\$ 306.00
Level 21	\$ 324.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

Exhibit C

INSURANCE CERTIFICATE & ENDORSEMENTS

[attach]

**THREE RIVERS
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS B**

Exhibit A

October 14, 2024

Three Rivers Stewardship District
Sarasota County, Florida

Subject: **Work Authorization No. 1**
Three Rivers Stewardship District c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431

Attention: Mr. Chuck Adams

Dear Mr. Adams:

Stantec Consulting Services, Inc. (the "Engineer") is pleased to submit this Work Authorization to provide utilities engineering services for Three Rivers Stewardship District (the "District") for the Lorraine Road corridor from just south of SR 72 to the Palmer Ranch property line. We will provide these services pursuant to our current agreement dated October 14, 2024 ("Interim Agreement") as follows:

I. Scope of Work

Based on Sarasota County Utilities (County) provided utility line sizes and locations, Stantec will design and permit the potable water, sanitary sewer force main, and reclaimed water mains for construction approval through Sarasota County and Florida Department of Environmental Protection (FDEP). The utility construction plans, and technical specifications will be included as supplements with the bid documents for the Lorraine Road project segment being prepared and assembled by Stantec under a contract with the Lakes of Sarasota CDD1.

- o A new PVC sanitary sewer force main along the east side of Lorraine Road. The new sanitary sewer force main is currently being sized based on the wastewater master plan under development for Palmer Ranch and Three Rivers, it is assumed the force main will not exceed 20-inch in diameter. The new sanitary sewer force main will connect to an existing 20-inch force main stub-out located on the approximately 950 LF south of Autumn Breeze Avenue on Lorraine Road and extend approximately 1.70 miles to the end of Segment A as shown on the attached map
- o A new 16-inch potable water main that will run along the west side of Lorraine Road. The new main will connect to a 16-inch potable water main to be constructed as part of the Lakes of Sarasota Phase 1 road project, ending approximately 600 LF south of the Segment B roadway. The new 16-inch potable water main will extend to the south approximately 2.44 miles to the end of Segment B as shown on the attached map
- o A new 12-inch reclaimed water main that will run along the west side of Lorraine Road. The new main will connect to a 12-inch reclaimed water main to be constructed as part of the Lakes of Sarasota Phase 1 road project, ending approximately 600 LF south of the Segment B roadway. The new 12-inch reclaimed water main will extend to the

south approximately 2.44 miles to the end of Segment B as shown on the attached map

- A new PVC sanitary sewer force main along the east side of Lorraine Road. The new sanitary sewer force main is currently being sized based on the wastewater master planning mentioned above, it is assumed the force main will not exceed 20-inch in diameter. The new sanitary sewer force main will connect to the force main to be constructed for Segment A and extend south approximately 2.44 miles to the end of Segment B.

Task 100.1 Project Management, Meetings and Coordination

Stantec will manage project staff and coordinate with the County for the project in accordance with Stantec's standard of practice. Stantec will also provide administrative services of support to project staff. Stantec will participate in various format project meetings with the County throughout the duration of the project. Virtual TEAMS meetings are considered an acceptable meeting platform. The following meeting are anticipated and budgeted:

- Predesign meeting;
- 60-percent design review meeting;
- 90-percent design review meeting;
- 100-percent design review meeting; and
- One Sarasota County Utility Plan Approval meeting.

County design review comments from the 60-percent, 90-percent, and 100-percent design submittals are to be discussed during the design review meetings.

Stantec will record notes of formal meetings and telephone conversations that are associated with the project. Meeting notes will document discussions during the meeting and resultant action item(s). Meeting notes will be transmitted to the County via- e-mail.

Coordination for monthly invoicing, inclusive of a monthly project summary is provided under this Task.

Task 100.2 Surveying Services

Topographic survey services and subsurface utility locate services will be provided to support the design of the sanitary sewer force main on the east side of the Lorraine Road within Segment A of Project 1. These services will begin at the existing 20-inch force main stub-out located on the east side of Lorraine Road approximately 950 LF south of Autumn Breeze Avenue and will extend to the end of Segment A. The survey services will be limited between to the area between the back of curb on the east side of Lorraine Road and 10' beyond the easterly right-of-way line of Lorraine Road.

Task 100.2.1 Topographic Survey

A topographic survey in accordance with Chapter 5J-17 of the Florida Administrative Code ("Standards of Practice for Surveyors and Mappers") will be prepared. The horizontal datum will be based on the North American Datum of 1983 (NAD 83), Florida State Plane, West Zone, and will be derived from real-time kinematic GPS observations. The vertical datum will be derived from real-time kinematic GPS observations referenced to the nearest published NGS benchmark. Roadway rights-of-way will be established based on found monumentation.

The topographic survey will include cross sections every 100 feet ($\pm$) and where there is a major break in grade; locations of visible improvements; trees greater than 4½ inches in diameter; and as-built data for storm and sanitary sewer structures.

Task 100.2.2 Subsurface Utility Engineering

Subsurface utility locates services to be provided are:

- Utilizing conventional electronic designating equipment and Ground Penetrating Radar (GPR), designate and mark the horizontal location of found underground utilities at limited locations along the selected pipeline route.
- Provide test holes (VVH – verified vertical and horizontal) on critical utility lines in conflict with the proposed effluent pipeline at up to 12 locations.
- For each test hole, neatly cut and remove existing pavement (not to exceed 225 square inches per cut) or other surface material. Excavate the material through the cut down to the utility in a way that prevents damage to wrappings, coatings, or other protective coverings of the utilities (e.g., vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
- Coordination with the surveyor for collection of found utility information and provide a Surveyor's Report reflecting WH test hole information depicting the designation and WH test hole information that will be added to the topographic survey.

Task 100.3 Design

The utility design engineering drawings and technical specifications are to be included in the bid documents prepared and assembled by Others as part of the two separate Lorraine Road project segments described above.

It is anticipated that the following sheets will be part of each of the Final Construction Plan sets

Segment A: 1.70 miles of sanitary sewer force main.

Segment B: 2.44 miles of potable water main, reclaimed main and sanitary sewer force main.

Sheet Description	Estimated Number of Sheets
Cover Sheet	1
Project Legend and General Notes	1
Summary of Pay Items	1
Project Layout	1
Plan & Profile	38
Utility Sections	3
Utility Details	3

Task 100.3.1 60-percent Design

For each Segment, Stantec will prepare 60-percent level utility plans identifying the potable water,

reclaimed water main, and sanitary sewer force main horizontal and vertical alignment. The 60-percent plan submittal will include: proposed alignment of the mains described above including pipe material and diameter, locations of proposed connections to existing mains and facilities, known existing utilities, and proposed roadway and stormwater facilities. Locations will be determined for isolation valves and air release valves (ARV locations and numbers may change once the profile alignment is further developed).

Submit copies of the 60-percent plans to private utility companies for coordination of conflict avoidance or specific design details.

Prepare a preliminary Class 3 engineer's opinion of probable cost (EOPC).

Schedule, coordinate, and attend a 60-percent milestone design review meeting with County.

Two weeks prior to the 60-percent milestone design review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Electronic pdf copy of the 60-percent milestone plan set (11" x 17" drawings); and
- Electronic pdf copy of the preliminary EOPC

Task 100.3.2 90-percent Design

For each Segment, review and prepare responses to County review comments received during the 60-percent milestone reviews.

Incorporate County comments from the 60-percent milestone reviews, as deemed appropriate by Stantec.

Update plan and profile of proposed mains.

Update the EOPC to Class 2. Updated EOPC will identify the size and type of piping, air release valves, and valve types and general materials of construction (e.g., D.I.P. pipe, gate valves, and air release valves).

Prepare draft Measurement and Payment descriptions based on EOPC.

Schedule, coordinate, and attend a 90-percent milestone review meeting with County and prepare minutes to summarize review comments, document design decisions and action items.

Two weeks prior to the 90-percent milestone review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Electronic pdf cover letter summarizing the status of the 90-percent milestone submittal;
- Electronic pdf copy of the 90-percent milestone plan set (11" x 17" drawings);
- Electronic pdf copy of the technical specifications;
- Electronic pdf copy of the Measurement and Payment section; and
- Electronic pdf copy of EOPC.

Task 100.3.3 100-percent Design

For each Segment, review and prepare responses to County review comments received during the 90-percent milestone reviews.

Incorporate County comments received from the 90-percent milestone reviews, as deemed appropriate by Stantec.

Incorporate permitting agencies review comments based on responses to RAI's.

Update plan and profile of proposed mains.

Prepare final technical specifications to incorporate into contract documents.

Update the EOPC to Class 1.

Prepare final Measurement and Payment descriptions based on EOPC.

Schedule, coordinate, and attend 100-percent milestone review meeting with County and prepare minutes to summarize review comments, document design decisions and action items.

Two weeks prior to the 100-percent milestone design review meeting, Stantec will deliver the following items as part of the milestone submittal:

- Electronic pdf copy of the cover letter summarizing the status of the 100-percent milestone submittal;
- Electronic pdf copy of the 100-percent milestone plan set (11" x 17" drawings);
- Electronic pdf copy of the technical specifications;
- Electronic pdf copy of the Measurement and Payment section; and
- Electronic pdf copy of EOPC.

Task 100.3.4 Issued For Bid

Following the receipt of all Permitting comments Stantec will prepare the Issued For Bid (IFB) plans and specifications. Plans, scope of work section of specifications, and bid form for each Segment.

Review and prepare responses to County review comments received during the 100-percent milestone reviews.

Incorporate County comments received from the 100-percent milestone review, as deemed appropriate by Stantec.

Stantec will deliver the following IFB documents, signed & sealed by the EOR:

- Electronic pdf copy each (22" x 34" and 11" x 17" signed/ sealed drawings);
- Electronic pdf copy of technical specifications signed/ sealed;
- Electronic pdf copy of EOPC; and
- One (1) AutoCAD file of the topographic survey base map and construction plans.

Task 100.4 Permit

Complete Right of Way Use Permit Application (including Maintenance of Traffic Plan, if necessary); and

Using the 90-percent level milestone plans, prepare and submit for the Sarasota County Utility Plan Approval.

Prepare and submit FDEP Potable Water & Wastewater Construction Permit applications to County for final execution and subsequent submittal to reviewing agencies.

Review and prepare responses to one (1) Requests for Additional Information (RAI) from permitting agencies and incorporate appropriate comments into the design documents.

Task 100.5 County Utility Coordination

Stantec will coordinate with the County for the final sizing of the proposed sanitary sewer force main based on Stantec's hydraulic modeling results of the Palmer Ranch and Three H development projects. It is anticipated that the County would like to include sanitary flows in the force main that will originate from the Knights Trail Road corridor. Stantec will participate in various

format coordination meetings with the County throughout the duration of the project. Virtual TEAMS meetings are considered an acceptable meeting platform

Task 100.6 Design Allowance and Contingency

This is a design allowance and contingency added for additional services, coordination and design work not expressly included in this scope of services. Examples of work that may be included in this task are:

- Pipeline additions or changes by the County;
- Additional Subsurface Utility Engineering required for design;
- Additional Geotechnical Soil Borings required for design; and
- Additional permitting requirements currently excluded.

No work will be completed under this task without written advance approval by the County. Payment for work under this task will be performed on a time and materials basis. Any work completed under this task may impact the project schedule.

General Requirements

Design documents and reports will be signed and sealed by a Professional Engineer registered in the State of Florida.

Stantec will assign a Project Manager, together with such other personnel as necessary to assure faithful execution and timely delivery of services pursuant to the requirements of this agreement.

Assumptions/ Exclusions

The following assumptions/ exclusions were made during preparation of the proposed Scope of Work and Fee Proposal and shall be incorporated into the Agreement:

- The limits of the utility improvement design will not extend beyond the limits of the Lorraine Road widening and extension Improvements.
- The Lorraine Road roadway widening and extension plan and profile sheets will be used to develop the utility plan and profile sheets.
- All utility improvements are to be located within the County rights-of-way or existing County Utility Easements.
- Sketch & Description for utility easements are not included in the scope of services.
- Drawings will be prepared using AutoCAD Civil3D.
- Plans/ drawings will be prepared in conformance with current County Public Works Department Drawing Standards. Standard Details will be reviewed and modified/ supplemented as deemed necessary by Stantec.
- Standard engineering practice for designing potable water, sanitary sewer force main, and reclaimed water main systems will be used. The drawing set will include a cover sheet, general note sheet with key sheet index, detail sheet(s), and plan and profile sheets for the pressure mains.
- New pressure mains will be designed for open cut installation.
- Project 1 design includes budget for horizontal directional drill (HDD) design at up to two locations.
- Project 2 design includes budget for horizontal directional drill (HDD) design at up to three locations.
- Plan and Profile sheets will be prepared at a legible scale (1" = 20' or 1" = 40').
- All the sheets will be sized 22" x 34".

- Utility Specifications will be prepared as Technical Special Provisions (not in the FDOT specification format).
- The Technical Special Provisions will be incorporated into the roadway Bidding and Contract Documents being prepared by Stantec.
- Public involvement services are not required to be provided by the Design Consultant.
- One Sarasota County Utility Construction Permit will cover the new utility improvements. Includes budget for one Request for Additional Information.
- One FDEP Potable Water Construction Permit will cover the new potable water main. Includes budget for one Request for Additional Information.
- One FDEP Wastewater Construction Permit will cover new force main. Includes budget for one Request for Additional Information. The force main will be permitted as a dry line.
- Permit review fees shall be paid by the District.
- It is assumed that the utility improvements will be covered under the FDEP ERP being applied for by the roadway designers.
- No dewatering permitting or SWPPP included in this scope of services.
- Hydraulic Modeling of the proposed pipelines and/or County potable water, sanitary sewer force main, and reclaimed water distribution system is not required.
- Topographic survey and Subsurface Utilities Engineering are only included for the force main design in Segment A of Project 1. No Survey or Subsurface Utilities Engineering are included in Segment B of project 1.
- No Maintenance of Traffic Plans included in this scope of services.
- Geotechnical Investigations are not included. It is anticipated that any needed Geotechnical Investigations will be covered by Design Allowance budgets.
- No Bid Phase Services included.
- No Engineering Support during Construction Phase or Engineer of Records Services during Construction included.

II. Fees

Segment A: 1.70 miles of sanitary sewer force main.

Segment B: 2.44 miles of potable water main, reclaimed main, and sanitary sewer force main.

Task	Service	Fee Type	Fee Amount
100.1	Project Management, Meetings and Coordination	Fixed	\$15,000
100.2	Preliminary Engineering		
100.2.1	Topographic Survey	Fixed	\$15,000
100.2.2	Subsurface Utility Engineering	Fixed	\$35,000
100.3	Design		
100.3.1	60-percent Design	Fixed	\$80,000
100.3.2	90-percent Design	Fixed	\$55,000
100.3.3	100-percent Design	Fixed	\$25,000
100.3.4	Issued For Bid	Fixed	\$10,000
100.4	Permitting	Fixed	\$30,000
100.5	County Utility Coordination	T&M	\$25,000
Subtotal			\$290,000
100.5	Design Allowance and Contingency	T&M	\$10,000
Total			\$300,000

This proposal, together with the Interim Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated, and return a complete copy to our office. Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

By: _____

Authorized Representative of Three Rivers
Stewardship District
Pamela Curran *vice chairman*

By: _____

Michael A. Kennedy
Michael A. Kennedy
Stantec Consulting Services, Inc.

Exhibit B

Schedule of Rates



SCHEDULE OF FEES

Effective January 1, 2024

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 117.00
Level 4	\$ 128.00
Level 5	\$ 146.00
Level 6	\$ 150.00
Level 7	\$ 160.00
Level 8	\$ 170.00
Level 9	\$ 176.00
Level 10	\$ 182.00
Level 11	\$ 198.00
Level 12	\$ 208.00
Level 13	\$ 219.00
Level 14	\$ 230.00
Level 15	\$ 244.00
Level 16	\$ 269.00
Level 17	\$ 278.00
Level 18	\$ 284.00
Level 19	\$ 295.00
Level 20	\$ 306.00
Level 21	\$ 324.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

**THREE RIVERS
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**THREE RIVERS
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024**

**THREE RIVERS
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 4,413	\$ 4,413
Due from Landowner	14,331	14,331
Total assets	<u>\$ 18,744</u>	<u>\$ 18,744</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 12,622	\$ 12,622
Tax payable	122	122
Landowner advance	6,000	6,000
Total liabilities	<u>18,744</u>	<u>18,744</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	9,316	9,316
Total deferred inflows of resources	<u>9,316</u>	<u>9,316</u>
Fund balances:		
Unassigned	(9,316)	(9,316)
Total fund balances	<u>(9,316)</u>	<u>(9,316)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,744</u>	<u>\$ 18,744</u>

**THREE RIVERS
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,015	\$ 29,822	\$ 23,440	127%
Total revenues	<u>5,015</u>	<u>29,822</u>	<u>23,440</u>	127%
EXPENDITURES				
Professional & administrative				
Supervisors	-	4,952	-	N/A
Management/accounting/recording*	500	6,000	6,000	100%
Legal	4,288	16,369	7,500	218%
Telephone	8	100	100	100%
Postage	19	155	500	31%
Printing & binding	21	250	250	100%
Legal advertising	-	3,400	1,750	194%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	90	1,022	750	136%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	210	210	100%
Total expenditures	<u>4,926</u>	<u>39,138</u>	<u>23,440</u>	167%
Excess/(deficiency) of revenues over/(under) expenditures	89	(9,316)	-	
Fund balances - beginning	(9,405)	-	-	
Fund balances - ending	<u>\$ (9,316)</u>	<u>\$ (9,316)</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 August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

Present were:

Pete Williams	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

DUE TO TECHNICAL DIFFICULTIES, AUDIO WAS NOT AVAILABLE

MINUTES TRANSCRIBED FROM DISTRICT MANAGER'S MEETING NOTES

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 12:02 p.m.

Supervisors Williams, Weidemiller, Blakley and Leinaweaver were present. Supervisor Curran was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2024-08. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in favor, Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Budget Funding Agreement

On MOTION by Mr. Blakley and seconded by Mr. Leinaweaver, with all in favor, the Fiscal Year 2025 Budget Funding Agreement, was approved.

FIFTH ORDER OF BUSINESS

Public Hearing on Merger with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2

A. Affidavit/Proof of Publication

B. Consideration of Resolution 2024-09, Confirming its Intent to Merge with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; and Providing for Severability and an Effective Date

Mr. Adams presented Resolution 2024-09.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in favor, Resolution 2024-09, Confirming its Intent to Merge with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; and Providing for Severability and an Effective Date, was adopted.

C. Consideration of Merger Agreements with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2

Mr. Adams presented the Merger Agreements.

On MOTION by Mr. Weidemiller and seconded by Mr. Blakley, with all in favor, the Merger Agreements with Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2, were approved.

SIXTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Adams presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Blakley and seconded by Mr. Leinaweaver, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

SEVENTH ORDER OF BUSINESS

Ratification of Resolution 2024-06A, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Other Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date

On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in favor, Resolution 2024-06A, Approving Merger Agreements with the Lakes of Sarasota Community Development District and Lakes of Sarasota Community Development District 2; Authorizing Such Other Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date, was ratified.

EIGHTH ORDER OF BUSINESS

Acceptance of the Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Leinaweaver and seconded by Mr. Blakley, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of July 10, 2024 Regular Meeting Minutes

On MOTION by Mr. Weidemiller and seconded by Mr. Leinaweaver, with all in favor, the Approval of July 10, 2024 Regular Meeting Minutes, as presented, were approved.

- Maintenance Agreement for Enhancements within Public Right-of-Way
- This item was an addition to the agenda.

On MOTION by Mr. Weidemiller and seconded by Mr. Blakley, with all in favor, the Maintenance Agreement for Enhancements within Public Right-of-Way and authorizing the Chair or Vice Chair to execute, was approved.

TENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP
- B. District Engineer: Stantec Consulting Services, Inc.
There were no District Counsel or District Engineer reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: September 11, 2024 at 11:00 AM
 - QUORUM CHECK

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Blakley and seconded by Mr. Weidemiller, with all in favor, the meeting adjourned at 12:10 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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191 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**THREE RIVERS
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

THREE RIVERS STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED INCLEMENT WEATHER	Regular Meeting	11:00 AM
November 13, 2024	Regular Meeting	11:00 AM
December 11, 2024	Regular Meeting	11:00 AM
January 8, 2025	Regular Meeting	11:00 AM
February 12, 2025	Regular Meeting	11:00 AM
March 12, 2025	Regular Meeting	11:00 AM
April 9, 2025	Regular Meeting	11:00 AM
May 14, 2025	Regular Meeting	11:00 AM
June 11, 2025	Regular Meeting	11:00 AM
July 9, 2025	Regular Meeting	11:00 AM
August 13, 2025	Regular Meeting	11:00 AM
September 10, 2025	Regular Meeting	11:00 AM