



October 2023 Board Meeting

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Board Meeting Agenda

Date: Monday, October 9th, 2023

Time: 1:00 P.M.

Location: Captiva Civic Association, 11550 Chapin Lane, Captiva, Florida, 33924

Via Zoom - <https://us02web.zoom.us/j/89371908052>

Telephone: +1 (305) 224-1968

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - A. September 11th, 2023, Board Meeting
 - B. September 11th, 2023, Tentative Budget Hearing
 - C. September 19th, 2023, Final Budget Hearing
- 4. General Public Comments – Limit 3 minutes per person**
- 5. Changes to the Agenda**
- 6. Financial Reports**
 - A. WWRE
- 7. Old Business**
 - A. Becker Update – Nick Matthews
 - B. RFQ – Coastal Resiliency – Carrie Schuman
- 8. New Business**
 - A. APTIM – Nicole Sharp
 - I. Preconstruction Services Proposal
 - II. Emergency Dune Repair Proposal
 - B. Commissioner Appointment – Seat 4
 - I. Applicant - John Wade
- 9. Administrative Update**
- 10. Commissioner Comments**
- 11. Adjournment**

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and

for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



September 2023 Board Meeting Minutes

1. Call to Order – See Video (00:00:00)

Chairman Walter called to order the September Board Meeting for the Captiva Erosion Prevention District at approximately 3:00 PM on September 11th, 2023.

2. Roll Call – See Video (00:00:18)

Commissioners:

- Seat 1, Linda Laird, Secretary (Present)
- Seat 2, Rene Miville, Commissioner (Not Present for Roll)
- Seat 3, Bob Walter, Chairman (Present)
- Seat 4, John Silvia, Vice Chairman (Present)
- Seat 5, Richard Pyle, Treasurer (Not Present)

CEPD Staff:

- Daniel Munt, Executive Director (Present)
- John Riegert, Deputy Director (Present)
- Ralf Brookes, CEPD Attorney (Present)

3. Approval of Minutes – See Video (00:00:31)

A. August 7th, 2023 Board Meeting

Secretary Laird made a motion to approve the minutes and Vice Chairman Silva seconded the motion. The motion passed unanimously.

4. General Public Comments – See Video (00:00:56)

Jon Rosen entered a public comment regarding the Tentative Budget Hearing Meeting

5. Changes to the Agenda – See Video (00:06:53)

Executive Director Munt requested the addition of a meeting topic to reaffirm decisions for action items for virtual quorums. Suggested to add topic to New Business section of meeting.

Secretary Laird motioned to add this topic, Vice Chairman Silva seconded the motion. Decision to add the change to New Business passed unanimously.

6. Financial Reports – See Video (00:07:40)

Executive Director Munt, and Jason Smith, provided an update on the financials and status of CEPD grants. Discussion was held.

7. Old Business – See Video (00:35:28)

- A. APTIM Update
Nicole Sharp provides update on the annual monitoring survey.
- B. Becker Update
Nick Matthews provides update on grants.
- C. Phase 2 Coastal Resiliency RFP Update
Carrie Schuman provided update for FDEP funding agreement.

8. New Business – See Video (01:03:00)

- A. Added portion – Discussion to reaffirm decisions for action items for virtual quorums from 2022 to the present day. Chairman Walter motioned to ratify virtual decisions. Secretary Laird seconded the motion. Motion Passes 3-0
- B. Business A. TDC Grant Agreement
Executive Director Munt provided an overview of the TDC Grant Agreement and recommended commissioner approval. Commissioner Miville motioned to vote, and Secretary Laird seconded the motion. Motion passed 3-0
- C. Commissioner Vacancy
Vice Chairman Silva, tenured his formal resignation effective September 30th, 2023. Executive Director Munt, and Deputy Director Riegert, provided updates on advertising the vacancy.

9. Administrative Update – See Video (01:07:01)

Executive Director Munt reminded the board of the FSBPA meeting SEPT 27th-29th that he and Deputy Director Riegert will be attending.

10. Commissioner Comments – See Video (01:07:25)

Commissioner Miville and Secretary Laird make statements.

11. Adjournment – See Video (01:13:40)

Chairman Walter motioned to adjourn the meeting. Secretary Laird seconded the motion. Motion passed unanimously.

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



September 2023 Tentative Budget Hearing Minutes

1. Call to Order – See Video (00:00:00)

Chairman Walter called to order the September Board Tentative Budget Hearing for the Captiva Erosion Prevention District at approximately 5:01 p.m. on September 11th, 2023.

2. Roll Call – See Video (00:00:14)

Commissioners:

- Seat 1, Linda Laird, Secretary (Present)
- Seat 2, Rene Miville, Commissioner (Present)
- Seat 3, Bob Walter, Chairman (Present)
- Seat 4, John Silvia, Vice Chairman (Present)
- Seat 5, Richard Pyle, Treasurer (Not Present for Roll)

CEPD Staff:

- Daniel Munt, Executive Director (Present)
- John Riegert, Deputy Director (Present)
- Ralf Brookes, CEPD Attorney (Not Present for Roll)

3. Tentative Millage Rate Resolution - See Video (00:00:25)

Chairman Walter publicly read the name of the taxing authority, the rolled-back rate, that there was no percentage increase over the rolled-back rate, and the millage rate to be levied. Public comment was offered, but no member of the public wished to speak. A motion for the approval of the final millage rate was made by Commission Miville. Secretary Laird seconded the motion. Vote on adoption passed 4-0.

4. Tentative Budget Resolution - See Video (00:03:06)

Chairman Walter publicly read the drafted budget resolution in full. Public comment was offered, but no member of the public wished to speak. A motion for the approval of the final millage rate was made by Commission Miville motioned to adopt. Secretary Laird seconded the motion. Vote on adoption passed 4-0

5. Commissioners' Comments - See Video (00:04:03)

None entered.

6. Adjournment – See Video (00:04:58)

Chairman Walter adjourned the meeting at approximately 5:06 p.m. on September 11th, 2023.

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written

request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



September 2023 Final Budget Hearing Minutes

1. Call to Order

Chairman Walter called to order the September Board Final Budget Hearing for the Captiva Erosion Prevention District at approximately 5:01 p.m. on September 19th, 2023.

2. Roll Call

Commissioners:

- Seat 1, Linda Laird, Secretary (Not Present)
- Seat 2, Rene Miville, Commissioner (Not Present)
- Seat 3, Bob Walter, Chairman (Present)
- Seat 4, John Silvia, Vice Chairman (Present)
- Seat 5, Richard Pyle, Treasurer (Present)

CEPD Staff:

- Daniel Munt, Executive Director (Present)
- John Riegert, Deputy Director (Present)
- Ralf Brookes, CEPD Attorney (Not Present for Roll)

3. Final Millage Rate Resolution

Chairman Walter publicly read the name of the taxing authority, the rolled-back rate, that there was no percentage increase over the rolled-back rate, and the millage rate to be levied. Public comment was offered, but no member of the public wished to speak. A motion for the approval of the final millage rate was made by Commissioner Siliva. The motion was seconded by Commissioner Pyle. The motion passed 3-0.

4. Final Budget Resolution

Chairman Walter publicly read the drafted budget resolution in full. Public comment was offered, but no member of the public wished to speak. A motion for the approval of the final millage rate was made by Commissioner Silvia. The motion was seconded by Commissioner Pyle. The motion passed 3-0.

5. Commissioners' Comments

None entered.

6. Adjournment

Chairman Walter adjourned the meeting at approximately 5:06 p.m. on September 19th, 2023.

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written

request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.

8:13 AM
 10/4/2023
 Prepared by: JS

Captiva Erosion Prevention District
 General Fund - Budget Performance Summary
 For the Twelve Months Ended September 30, 2023

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - September '23	Budget - September '23	Actual - September '22	Budget - September '22	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 26,502.86	\$ -	\$ 27.79	\$ 54,245.75	\$ 657,009.59	\$ 650,950.00	\$ 6,059.59	\$ 650,950.00	\$ (6,059.59)
Interest Income	1,746.06	12.50	5.92	12.50	6,771.53	150.00	6,621.53	150.00	(6,621.53)
Other Income	73.76	416.67	654.56	416.67	5,261.71	5,000.00	261.71	5,000.00	(261.71)
Total Income	28,322.68	429.17	688.27	54,674.92	669,042.83	656,100.00	12,942.83	656,100.00	(12,942.83)
Expense									
Administrative Expenses	5,351.29	7,916.67	6,538.74	7,312.49	71,551.72	95,000.00	23,448.28	95,000.00	23,448.28
Cost of Collecting Ad Valorem	(40.44)	1,708.33	0.00	1,625.00	17,097.83	20,500.00	3,402.17	20,500.00	3,402.17
Wages	10,413.92	12,500.00	7,227.50	14,666.67	125,338.99	150,000.00	24,661.01	150,000.00	24,661.01
Professional Fees	3,100.00	2,916.67	1,400.00	3,416.67	29,475.00	35,000.00	5,525.00	35,000.00	5,525.00
Reserves Transfer	7,037.50	7,037.50	7,037.50	7,037.50	84,450.00	84,450.00	0.00	84,450.00	0.00
Total Expense	25,862.27	32,079.17	22,203.74	34,058.33	327,913.54	384,950.00	57,036.46	384,950.00	57,036.46
Net Income	<u>\$ 2,460.41</u>	<u>\$ (31,650.00)</u>	<u>\$ (21,515.47)</u>	<u>\$ 20,616.59</u>	<u>\$ 341,129.29</u>	<u>\$ 271,150.00</u>	<u>\$ 69,979.29</u>	<u>\$ 271,150.00</u>	<u>\$ (69,979.29)</u>

Cash basis- omitted all note disclosures
 No assurance is provided on these financial statements.

8:12 AM
 10/4/2023
 Prepared by: JS

Captiva Erosion Prevention District
 General Fund - Budget Performance Detail
 For the Twelve Months Ended September 30, 2023

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - September '23	Budget - September '23	Actual - September '22	Budget - September '22	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	26,502.86	0.00	27.79	54,245.75	657,009.59	650,950.00	6,059.59	650,950.00	(6,059.59)
Interest Income	1,746.06	12.50	5.92	12.50	6,771.53	150.00	6,621.53	150.00	(6,621.53)
Other Income	73.76	416.67	654.56	416.67	5,261.71	5,000.00	261.71	5,000.00	(261.71)
Total Income	28,322.68	429.17	688.27	54,674.92	669,042.83	656,100.00	12,942.83	656,100.00	(12,942.83)
Expense									
Administrative Expenses									
Advertising	0.00	1,250.00	1,494.71	1,333.33	595.80	15,000.00	14,404.20	15,000.00	14,404.20
Service Charges	377.61	250.00	266.10	83.33	3,144.30	3,000.00	(144.30)	3,000.00	(144.30)
Board Meeting Expenses	0.00	83.33	0.00	83.33	504.64	1,000.00	495.36	1,000.00	495.36
Dues and Subscriptions	0.00	625.00	0.00	416.67	8,464.00	7,500.00	(964.00)	7,500.00	(964.00)
Insurance	0.00	1,416.67	0.00	583.33	14,655.00	17,000.00	2,345.00	17,000.00	2,345.00
Office Expense	658.99	833.33	620.60	1,729.17	13,286.69	10,000.00	(3,286.69)	10,000.00	(3,286.69)
Postage	0.00	41.67	0.00	41.67	0.00	500.00	500.00	500.00	500.00
Rent Expense	1,240.10	1,250.00	1,065.14	1,250.00	12,301.22	15,000.00	2,698.78	15,000.00	2,698.78
Repairs	0.00	83.33	266.49	83.33	108.44	1,000.00	891.56	1,000.00	891.56
Travel and Per Diem	1,606.06	833.33	1,862.26	625.00	4,274.06	10,000.00	5,725.94	10,000.00	5,725.94
Telephone	387.25	250.00	309.75	208.33	4,081.29	3,000.00	(1,081.29)	3,000.00	(1,081.29)
Utilities	649.28	333.33	100.19	208.33	3,798.08	4,000.00	201.92	4,000.00	201.92
Website & Computer Maintenance	432.00	666.67	553.50	666.67	6,338.20	8,000.00	1,661.80	8,000.00	1,661.80
Total Administrative expenses	5,351.29	7,916.67	6,538.74	7,312.49	71,551.72	95,000.00	23,448.28	95,000.00	23,448.28
Wages and Professional Fees									
Wages	10,413.92	12,500.00	7,227.50	14,666.67	125,338.99	150,000.00	24,661.01	150,000.00	24,661.01
Professional Fees	3,100.00	2,916.67	1,400.00	3,416.67	29,475.00	35,000.00	5,525.00	35,000.00	5,525.00
Total Legal and Professional Fees	13,513.92	15,416.67	8,627.50	18,083.34	154,813.99	185,000.00	30,186.01	185,000.00	30,186.01
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	416.67	0.00	458.33	4,596.33	5,000.00	403.67	5,000.00	403.67
Tax Collector Commissions	(40.44)	1,291.67	0.00	1,166.67	12,501.50	15,500.00	2,998.50	15,500.00	2,998.50
Total Cost of Collecting Ad Valorem	(40.44)	1,708.33	0.00	1,625.00	17,097.83	20,500.00	3,402.17	20,500.00	3,402.17
Reserves									
Operating Reserves Transfers	7,037.50	7,037.50	7,037.50	7,037.50	84,450.00	84,450.00	0.00	84,450.00	0.00
Total Expense	25,862.27	32,079.17	22,203.74	34,058.33	327,913.54	384,950.00	57,036.46	384,950.00	57,036.46
Net Income	\$ 2,460.41	\$ (31,650.00)	\$ (21,515.47)	\$ 20,616.59	\$ 341,129.29	\$ 271,150.00	\$ 69,979.29	\$ 271,150.00	\$ (69,979.29)

Cash basis - omitted all note disclosures
 No assurance is provided on these financial statements.

8:13 AM
 10/4/2023
 Prepared: JS

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Summary
 For the Twelve Months Ended September 30, 2023

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - September '23	Budget - September '23	Actual - September '22	Budget - September '22	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income	\$ -	\$ 523,333.33	\$ -	\$ 932,250.00	\$ 9,975,396.39	\$ 6,100,000.00	\$ 3,875,396.39	\$ 6,280,000.00	\$ (3,695,396.39)
Interest Income	30,735.31	83.33	0.00	2,250.00	167,199.55	1,000.00	166,199.55	1,000.00	(166,199.55)
Other Miscellaneous Income	0.00	83.33	0.00	83.33	1,744.59	1,000.00	744.59	1,000.00	(744.59)
Parking Lot Revenue	27,294.22	0.00	58,556.10	70,833.33	164,503.07	0.00	164,503.07	360,000.00	195,496.93
Reserves - General	7,037.50	7,037.50	7,037.50	7,037.50	84,450.00	84,450.00	0.00	84,450.00	0.00
Special Assessments	22,557.79	191,666.67	0.00	0.00	2,949,823.81	2,300,000.00	649,823.81	2,300,000.00	(649,823.81)
Total Income	87,624.82	722,204.17	65,593.60	1,012,454.16	13,343,117.41	8,486,450.00	4,856,667.41	9,026,450.00	(4,316,667.41)
Expense									
General Expenses	21,849.22	3,458.33	1,065.15	4,916.66	41,350.07	41,500.00	149.93	41,500.00	149.93
Parking Lot	12,541.58	9,625.00	21,234.65	17,062.51	98,754.80	115,500.00	16,745.20	115,500.00	16,745.20
Wages	16,883.66	16,666.67	11,835.37	23,512.50	151,949.48	200,000.00	48,050.52	200,000.00	48,050.52
Professional Fees	20,873.38	9,166.67	1,400.00	15,416.67	113,383.38	110,000.00	(3,383.38)	110,000.00	(3,383.38)
Capital Projects	86,583.76	59,583.33	23,746.01	1,168,790.42	373,506.88	715,000.00	341,493.12	715,000.00	341,493.12
Debt Service	0.00	232,979.08	0.00	0.00	2,793,984.31	2,795,749.00	1,764.69	2,795,749.00	1,764.69
Total Expense	158,731.60	331,479.08	59,281.18	1,229,698.76	3,572,928.92	3,977,749.00	404,820.08	3,977,749.00	404,820.08
Net Income	\$ (71,106.78)	\$ 390,725.08	\$ 6,312.42	\$ (217,244.60)	\$ 9,770,188.49	\$ 4,508,701.00	\$ 5,261,487.49	\$ 5,048,701.00	\$ (4,721,487.49)

Cash basis - omitted all note disclosures
 No assurance is provided on these financial statements.

10/4/2023
 8:13 AM
 Prepared: JS

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Detail
 For the Twelve Months Ended September 30, 2023

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - September '23	Budget - September '23	Actual - September '22	Budget - September '22	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense									
Income									
Grant Income - Local	\$ -	\$ 448,333.33	\$ -	\$ 488,083.33	\$ 5,250,909.12	\$ 5,200,000.00	\$ 50,909.12	\$ 5,380,000.00	\$ 129,090.88
Grant Income - State	0.00	75,000.00	0.00	344,166.67	4,724,487.27	900,000.00	3,824,487.27	900,000.00	(3,824,487.27)
Grant Income - Federal (FEMA)	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00
Interest Income	30,735.31	83.33	0.00	2,250.00	167,199.55	1,000.00	166,199.55	1,000.00	(166,199.55)
Other Miscellaneous Revenues	0.00	83.33	0.00	83.33	1,744.59	1,000.00	744.59	1,000.00	(744.59)
Parking Lot Revenue	27,294.22	0.00	58,556.10	70,833.33	164,503.07	0.00	164,503.07	360,000.00	195,496.93
General Reserves	7,037.50	7,037.50	7,037.50	7,037.50	84,450.00	84,450.00	0.00	84,450.00	0.00
Special Assessments	22,557.79	191,666.67	0.00	0.00	2,949,823.81	2,300,000.00	649,823.81	2,300,000.00	(649,823.81)
Total Income	87,624.82	722,204.17	65,593.60	1,012,454.16	13,343,117.41	8,486,450.00	4,856,667.41	9,026,450.00	(4,316,667.41)
Expense									
Advertising	0.00	0.00	0.00	833.33	0.00	0.00	0.00	0.00	0.00
Dues & Subscriptions	0.00	0.00	0.00	416.67	0.00	0.00	0.00	0.00	0.00
Service Charges	52.84	41.67	0.00	83.33	770.48	500.00	(270.48)	500.00	(270.48)
Cost of Assessment Collections	0.00	833.33	0.00	83.33	2,641.10	10,000.00	7,358.90	10,000.00	7,358.90
Insurance	0.00	416.67	0.00	583.33	4,795.00	5,000.00	205.00	5,000.00	205.00
Office Expenses	0.00	83.33	0.00	1,666.67	286.01	1,000.00	713.99	1,000.00	713.99
Rent	1,240.09	1,250.00	1,065.15	1,250.00	12,301.19	15,000.00	2,698.81	15,000.00	2,698.81
Beach Vehicle	20,556.29	833.33	0.00	0.00	20,556.29	10,000.00	(10,556.29)	10,000.00	(10,556.29)
Total General Expense	21,849.22	3,458.33	1,065.15	4,916.66	41,350.07	41,500.00	149.93	41,500.00	149.93
Parking Lot Expenses									
Parking Collection Fees	32.95	1,500.00	2,862.63	1,916.67	6,901.21	18,000.00	11,098.79	18,000.00	11,098.79
Parking Maintenance	37.26	1,250.00	11,805.79	2,916.67	33,825.36	15,000.00	(18,825.36)	15,000.00	(18,825.36)
Portable Toilets	10,805.76	5,000.00	1,378.32	7,500.00	44,231.04	60,000.00	15,768.96	60,000.00	15,768.96
Signage	0.00	0.00	0.00	41.67	950.00	0.00	(950.00)	0.00	(950.00)
Utilities	0.00	0.00	198.70	83.33	0.00	0.00	0.00	0.00	0.00
Sales Tax Expense	1,665.61	1,875.00	4,989.21	4,604.17	12,847.19	22,500.00	9,652.81	22,500.00	9,652.81
Total Parking Lot Expenses	12,541.58	9,625.00	21,234.65	17,062.51	98,754.80	115,500.00	16,745.20	115,500.00	16,745.20
Wages and Professional Fees									
Wages	16,883.66	16,666.67	11,835.37	23,512.50	151,949.48	200,000.00	48,050.52	200,000.00	48,050.52
Professional Fees	20,873.38	9,166.67	1,400.00	15,416.67	113,383.38	110,000.00	(3,383.38)	110,000.00	(3,383.38)
Total Wages and Professional Fees	37,757.04	25,833.33	13,235.37	38,929.17	265,332.86	310,000.00	44,667.14	310,000.00	44,667.14
Capital Projects									
Project Expenses	11,583.76	51,250.00	23,746.01	1,168,790.42	197,322.88	615,000.00	417,677.12	615,000.00	417,677.12
Grants to other agencies	75,000.00	8,333.33	0.00	0.00	176,184.00	100,000.00	(76,184.00)	100,000.00	(76,184.00)
Total Capital Projects	86,583.76	59,583.33	23,746.01	1,168,790.42	373,506.88	715,000.00	341,493.12	715,000.00	341,493.12
Debt Service									
Interest	0.00	31,940.83	0.00	0.00	381,563.30	383,290.00	1,726.70	383,290.00	1,726.70
Principal	0.00	201,038.25	0.00	0.00	2,412,421.01	2,412,459.00	37.99	2,412,459.00	37.99
Total Debt Service	0.00	232,979.08	0.00	0.00	2,793,984.31	2,795,749.00	1,764.69	2,795,749.00	1,764.69
Total Expense	158,731.60	331,479.08	59,281.18	1,229,698.76	3,572,928.92	3,977,749.00	404,820.08	3,977,749.00	404,820.08
Net Income	(71,106.78)	390,725.08	6,312.42	(217,244.60)	9,770,188.49	4,508,701.00	5,261,487.49	5,048,701.00	(4,721,487.49)

Cash basis - omitted all note disclosures.
 No assurance is provided on these financial statements.

CEPD - GENERAL FUND
 Balance Sheet

	<u>September 30, 2023</u>	<u>September 30, 2022</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 74,053.05	\$ 325,063.81
Fifth Third Checking	9,645.63	-
Fifth Third Savings	526,525.37	-
Total Checking/Savings	<u>610,224.05</u>	<u>325,063.81</u>
Other Current Assets		
Due from Capital Projects Fund	13,515.41	328,800.26
Due from State of Florida	28,524.97	-
Total Other Current Assets	<u>42,040.38</u>	<u>328,800.26</u>
 Total Current Assets	 <u>652,264.43</u>	 <u>653,864.07</u>
 TOTAL ASSETS	 <u>\$ 652,264.43</u>	 <u>\$ 653,864.07</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Accrued Liabilities	1,399.53	6,541.81
Total Other Current Liabilities	<u>1,399.53</u>	<u>6,541.81</u>
 Total Current Liabilities	 <u>1,399.53</u>	 <u>6,541.81</u>
 Total Liabilities	 1,399.53	 6,541.81
Equity		
Fund Balance	309,735.61	347,944.30
Net Income	341,129.29	299,377.96
Total Equity	<u>650,864.90</u>	<u>647,322.26</u>
 TOTAL LIABILITIES & EQUITY	 <u>\$ 652,264.43</u>	 <u>\$ 653,864.07</u>

Cash basis - omitted all note disclosures
 No assurance is provided on these financial statements.

CEPD - CAPITAL PROJECTS FUND
Balance Sheet

	<u>September 30, 2023</u>	<u>September 30, 2022</u>		
ASSETS				
Current Assets				
Checking/Savings				
BOTI Checking	\$ 439.11	\$ 367,325.40		
Fifth Third Checking	106,933.70	-		
Fifth Third Savings	4,183,183.17	-		
Fifth Third Investments Money Market Account	89,258.41	2,876,104.18		
Fifth Third Treasury Bill- Maturity Date 4/15/24	2,929,166.44	-		
Fifth Third Treasury Bill- Maturity Date 4/15/25	2,497,953.86	-		
Fifth Third Treasury Bill- Maturity Date 4/30/26	2,499,925.86	-		
Fifth Third Treasury Bill- Maturity Date 3/15/26	758,687.95	-		
Total Current Assets	<u>13,065,548.50</u>	<u>3,243,429.58</u>		
Other Current Assets				
Utility Deposit	300.00	300.00		
Due From General Fund	-	-		
Total Other Current Assets	<u>300.00</u>	<u>300.00</u>		
Total Current Assets	<u>13,065,848.50</u>	<u>3,243,729.58</u>		
TOTAL ASSETS	<u><u>\$ 13,065,848.50</u></u>	<u><u>\$ 3,243,729.58</u></u>		
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Due to General Fund	<u>\$ 13,515.41</u>	<u>\$ 328,800.26</u>		
Equity				
Accumulated Reserves	1,173,187.00	2,914,929.18		
Fund Balance	2,108,957.60	13,693,009.42		
Net Income	9,770,188.49	(13,693,009.28)		
Total Equity	<u>13,052,333.09</u>	<u>2,914,929.32</u>		
TOTAL LIABILITIES & EQUITY	<u><u>\$ 13,065,848.50</u></u>	<u><u>\$ 3,243,729.58</u></u>		
Loan Balance:				
Principal and Interest Payment Due May 1st 2024	\$ 15,587,541.47			
Interest Payment Due November 1st 2023	2,628,830.59			
	165,227.94			
Treasury Bills:				
	<u>Purchase Price</u>	<u>Value at Maturity</u>	<u>Interest paid twice a year</u>	<u>Total Gain</u>
4/15/2024-	\$2,929,166.44	3,075,000.00	5,765.53	163,130.15
4/15/2025-	\$2,497,953.86	2,542,000.00	33,363.75	210,864.89
4/30/2026-	\$2,499,925.86	2,588,000.00	30,732.50	303,201.64
3/15/2026-	\$758,687.95	733,000.00	16,950.63	76,015.83
				<u>753,212.51</u>

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2023												
	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Beginning Balance	\$ 2,914,929	\$ 921,966	\$ 929,004	\$ 936,041	\$ 943,079	\$ 950,116	\$ 957,154	\$ 977,672	\$ 1,019,641	\$ 1,049,254	\$ 1,083,138	\$ 1,138,855
Reserves Transferred In												
Parking Revenue	-	-	-	-	-	-	13,481	34,931	22,576	26,846	48,680	27,294
Operating Reserves	7,037	7,038	7,037	7,038	7,037	7,038	7,037	7,038	7,037	7,038	7,037	7,038
2021 Project Contribution	(2,000,000)	-	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) in Reserves	(1,992,963)	7,038	7,037	7,038	7,037	7,038	20,518	41,969	29,613	33,884	55,717	34,332
Total Accumulated Reserves	\$ 921,966	\$ 929,004	\$ 936,041	\$ 943,079	\$ 950,116	\$ 957,154	\$ 977,672	\$ 1,019,641	\$ 1,049,254	\$ 1,083,138	\$ 1,138,855	\$ 1,173,187

Cash basis - omitted all note disclosures
No assurance is provided on these financial statements.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

October 2, 2023

Danie Munt
Captiva Erosion Prevention District
PO Box 365
Captiva, FL 33924

Dear Applicant,

The Florida Division of Emergency Management (FDEM) is happy to share the approval of your application for the Hurricane Ian and Nicole Repair and Recovery Funding appropriated by the 2023 General Appropriations Act. Captiva Erosion Prevention District will be awarded a grant of \$1,000,000 to be utilized for the dune walkover project, beach monitoring vehicle and your loss of revenue from parking.

A funding agreement will be sent to you by your grant managers Berenice Hernandez Avila and Megan Hill. This funding agreement will need to be signed by your authorized representative and sent back to FDEM for full execution. Please reply all to this email with the contact information of your authorized representative.

Grant Managers:

Email: Berenice.Hernandez@em.myflorida.com
Cell: (850) 559-4601

Email: Megan.Hill@em.myflorida.com
Cell: (850) 591-2496

Sincerely,

Kevin Guthrie
Executive Director



APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Tel: +1 561 391 8102
Fax: +1 561 391 9116
www.aptim.com

September 20, 2023

Daniel Munt, Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for Pre-Construction Services for Hurricane Ian Storm Damage Repair Project

Dear Daniel:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, LLC (APTIM) to support Captiva Erosion Prevention District (CEPD) with necessary pre-construction services for the Hurricane Ian Storm Damage Repair Project. These services include collection of the design survey (if needed), plans and specification development, bidding assistance, and additional pre-construction services.

Task 1.0 Design Survey

In the event that significant changes to the shoreline occur from the Summer 2023 survey, an updated survey will be required prior to project bidding to obtain accurate required placement volumes. The design survey shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-109). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

Task 2.0 Design Update

The analysis will use the most recent survey (July 2023) for comparing the potential placement volumes and fill templates (i.e. Permit and 2021 design templates with an 8- or 10-year design life). We will organize the description of each option to compare design life, volume and cost to build the project.

Task 3.0 Development of Plans and Specifications

Plans and specifications for construction of the project will be prepared. The plans will include plan views and cross-sections of the beach fill, as well as information related to access to the beach, beach storage areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. The design survey will be used to provide an updated beach nourishment construction template and volume based upon existing conditions. Borrow area data and borrow area



cross-sections will also be incorporated into the plans, as well as geotechnical information for the borrow area. The specifications will incorporate CEPD requirements for the bidding process. The specifications will provide sections addressing General Conditions, Technical Provisions, and Environmental Protection. Specifications will also incorporate all permit documents, requiring contractor compliance with permits through reference. The plans and specifications will include information concerning beach survey control required for constructing the project.

Task 4.0 Bidding Assistance

The APTIM team will assist the CEPD in the bidding process for construction of the project. Engineers will attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. If required, the APTIM team will prepare and distribute a bid addendum clarifying questions identified in the pre-bid meeting. The APTIM team will review the bid submittals to the CEPD and provide a recommendation for contractor selection.

Task 5.0 Additional Pre-construction Services

Following contractor selection, the APTIM team will coordinate, prepare for, and attend a pre-construction conference to present an overview of the project and scope of work, review the construction methodology with the Contractor, present technical specifications and schedule, address construction access and work areas, and review the specific conditions and monitoring requirements of the permit with the Contractor, Contractor's associated sub-contractors, FDEP and FWC staff, the marine turtle permit holder, and other involved parties. The APTIM team will conduct a brief overview of the project to reiterate communication and reporting protocols for the duration of Contractor mobilization, construction and demobilization activities. The APTIM team will coordinate with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD and provide the NTP to the Contractor.

If possible, at least forty-eight (48) hours prior to commencement of activity authorized by this permit, The APTIM team will submit to the FDEP, a written notice of the probable commencement of dredging indicating the anticipated start date.

Assumptions

Work described herein is based upon the assumptions described below. If conditions differ from those assumed in a manner that will affect schedule and/or of Scope of Work, APTIM shall advise the CEPD in writing of the magnitude of the required adjustments, and changes in completion schedule and/or compensation to APTIM will be discussed with the CEPD.

Fee Proposal

The work proposed herein will be performed on a lump sum basis as detailed in Exhibit A for a not-to-exceed (NTE) cost of \$140,415.86. The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit B). Although this proposal is detailed by separable items and estimated by specific staff and categories, staff of APTIM will be used as needed to support the CEPD up to the NTE amount.



If you have any questions, please feel free to call or email. Thank you for the opportunity to serve the CEPD.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicole S. Sharp'.

Nicole S. Sharp, P.E.
Coastal Market Lead
Aptim Coastal Planning & Engineering, LLC

CLIENT: Captiva Erosion Prevention District

Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date



EXHIBIT A
FEE PROPOSAL
FOR
PRE-CONSTRUCTION SERVICES

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
PRE-CONSTRUCTION SERVICES FOR
HURRICANE IAN STORM DAMAGE REPAIR PROJECT**

Task Item	Cost	Survey Boat (24 ft) (Days)	Truck (Road Use per Mile) (Miles)	Gator 4 x 4 Utility Vehicle (Days)	RTK GPS (Days)	Fathometer with Digitizer (Days)	Heave, Pitch, & Roll Compensator (Days)	Speed of Sound Velocity Meter (Days)	Hypack/ Hysweep Navigation System (Days)	DIRECT COSTS		
										Meals (Days)	Tolls (Cost)	Lodging (Days)
1 Design Survey	\$11,818.58	3	1044	3	3	3	3	3	3	16	3	16
2 Design Update	\$0.00											
3 Development of Plans and Specifications	\$0.00											
4 Bidding Assistance	\$818.64		352							2	2	2
5 Additional Pre-construction Services	\$818.64		352							2	2	2
	Total Hours =	3	1,748	3	3	3	3	3	3	20	7	20
	Rate =	\$790.00	\$0.445	\$105.000	\$495.00	\$165.00	\$215.00	\$63.00	\$260.00	\$64.00	\$17	\$250.00
	Cost =	\$2,370.00	\$777.86	\$315.00	\$1,485.00	\$495.00	\$645.00	\$189.00	\$780.00	\$1,280.00	\$119.00	\$5,000.00
EQUIPMENT COST	\$7,056.86											
DIRECT COST	\$6,399.00											
TOTAL	\$13,455.86											



EXHIBIT B

APTIM COASTAL PLANNING & ENGINEERING, LLC

MASTER SERVICES AGREEMENT

COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of the 17th day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

5. Taxes, Fees and Other Charges

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. Warranties: CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

b. Remedies: If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services.

CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to
Nancy E. Stroud
District Attorney
1900 Glades Rd., Suite 251
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida

25. CLIENT/CPE Representatives

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

27. Waiver of Terms and Conditions

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. RESERVED.

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

EXHIBIT B
 CATEGORY RATE SCHEDULE
 COASTAL PLANNING & ENGINEERING, INC.
 (November 1 2012 to June 1, 2014)

PERSONNEL CATEGORY	RATE
Principal Engineer	\$215
Senior Project Manager	\$190
Project Manager /Senior Coastal Engineer	\$157
Program Manager	\$146
Coastal Engineer II	\$125
Coastal Engineer I	\$103
Coastal Modeler	\$125
Professional Surveyor & Mapper	\$179
Certified Hydrographic Surveyor	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$146
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$109
Geologist I	\$92
Senior CAD Operator	\$135
CAD Operator	\$92
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68

EXHIBIT B
CATEGORY RATE SCHEDULE
CB&I COASTAL PLANNING & ENGINEERING, INC.
Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68



APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Tel: +1 561 391 8102
Fax: +1 561 391 9116
www.aptim.com

September 20, 2023

Daniel Munt, Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for Emergency Dune Repairs

Dear Daniel:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, LLC (APTIM) to assist the Captiva Erosion Prevention District (CEPD) with the design, permitting, construction administration and oversight, and certification of an emergency dune to be constructed from approximately R-93+500 to R-94.

Task 1.0 Dune Design Services

APTIM will analyze the most recent survey data and compare to historic beach profile data and previously constructed dunes. A dune design will be developed for the project area to provide interim protection until the next renourishment project.

Task 2.0 CCCL Permitting

APTIM will assist the CEPD with preparation and submittal of a Coastal Construction Control Line (CCCL) permit. APTIM will analyze geotechnical data from local sand mines and utilize this information for permitting to ensure compliance with the Florida Sand Rule. If needed, APTIM will respond to requests for additional information from the FDEP based on existing information.

Task 3.0 Bidding Assistance

APTIM will develop plans and specifications for the project. The plans will include plan views and cross-sections of the dune fill, as well as information related to access to the beach, storage and staging areas, and other information for construction of the project. The specifications will incorporate CEPD requirements for the bidding process in addition to General Conditions, Technical Provisions, and Environmental Protection. APTIM will assist CEPD in the bidding process for construction of the project. Engineers will attend a pre-bid meeting with interested contractors and assist the CEPD in addressing contractor questions. The APTIM team will review the bid submittals to the CEPD and provide a recommendation for contractor selection.



Task 4.0 During Construction Services

The APTIM Engineer will be the Captiva Erosion Prevention District's technical representative during the construction period and assist and observe the contractor during construction. The Engineer will make visits to the site at intervals appropriate to the various stages of construction, as the Engineer deems necessary as an experienced and qualified design professional in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer will endeavor for the benefit of the CEPD to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, the Engineer will keep the district informed of the progress of the Work and will endeavor to guard the CEPD against defective Work. The Engineer will furnish Resident Project Representative/engineer to assist in providing more continuous observation of the Work. APTIM will establish a local presence during construction. This proposal assumes a maximum observation period of 7 days.

Emphasis during construction will be placed upon monitoring the timeliness of the Contractor's work and the quality of the sediment placed on the beach. Engineering representatives will observe construction daily and collect sand samples. The APTIM Engineer will be available to address questions concerning the plans and specifications and address other issues of coordination for the dune repair project.

Task 5.0 Certification

APTIM engineers will develop and submit the post-construction certification to the FDEP within 60 days following completion of the post-construction survey, as required by the permit. The certification will summarize and discuss construction of the project. It will include design details and geotechnical information related to the upland sand mine. The certification will address compliance with the plans and specifications, and adherence to the applicable permit and approval conditions.

Assumptions

No surveys are assumed to be required in this scope of services. Any permit fees required by the FDEP will be paid by CEPD.

Fee Proposal

The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on a lump sum basis as detailed in Exhibit B for a not-to-exceed (NTE) cost of \$39,936.28. Although this proposal is detailed by separable items and estimated by specific staff and categories, staff of APTIM will be used as needed to support the CEPD up to the NTE amount.



If you have any questions, please feel free to call or email. Thank you for the opportunity to serve the CEPD.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicole S. Sharp', written over a horizontal line.

Nicole S. Sharp, P.E.
Coastal Market Lead
Aptim Coastal Planning & Engineering, LLC

CLIENT: Captiva Erosion Prevention District

Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date



EXHIBIT A

APTIM COASTAL PLANNING & ENGINEERING, LLC

MASTER SERVICES AGREEMENT

COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of the 17th day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

5. Taxes, Fees and Other Charges

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. Warranties: CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

b. Remedies: If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from CPE's negligence or willful misconduct.

- 11. RESERVED
- 12. RESERVED
- 13. Notice/Defense

A party entitled to indemnity under Section 10 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CPE gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless.

In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10, as the case may be.

14. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, \$1,000,000.00 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. FURTHER, CPE SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF

CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

15. Insurance

CPE shall at all times while operations are conducted hereunder maintain the following insurance coverages:

- a. Workers' Compensation, providing statutory benefits and employer's liability insurance covering employees of CPE engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for employer's liability shall be One Million Dollars (\$1,000,000) per occurrence.
- b. Comprehensive General Liability Insurance including products, contractual liability and completed operations with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.
- c. Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. This insurance shall provide coverage for any automobile, including owned, hired and non-owned automobiles.
- d. Professional errors and omissions coverage with a limit of \$1,000,000 per claim and aggregate, covering negligent acts, errors, or omissions of CPE in connection with the performance of its services.

Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefore.

16. Title to Intellectual Property

CLIENT may use any final reports of findings, feasibility studies, engineering work or other work performed or prepared by CPE under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but CPE reserves all other rights with respect to such documents and all other documents produced in performing the Services. All reports

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services. CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to
Nancy E. Stroud
District Attorney
1900 Glades Rd., Suite 251
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida

25. CLIENT/CPE Representatives

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

27. Waiver of Terms and Conditions

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. RESERVED.

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

EXHIBIT B
 CATEGORY RATE SCHEDULE
 COASTAL PLANNING & ENGINEERING, INC.
 (November 1 2012 to June 1, 2014)

PERSONNEL CATEGORY	RATE
Principal Engineer	\$215
Senior Project Manager	\$190
Project Manager /Senior Coastal Engineer	\$157
Program Manager	\$146
Coastal Engineer II	\$125
Coastal Engineer I	\$103
Coastal Modeler	\$125
Professional Surveyor & Mapper	\$179
Certified Hydrographic Surveyor	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$146
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$109
Geologist I	\$92
Senior CAD Operator	\$135
CAD Operator	\$92
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68

EXHIBIT B
CATEGORY RATE SCHEDULE
CB&I COASTAL PLANNING & ENGINEERING, INC.
Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68



EXHIBIT B

FEE PROPOSAL

FOR

EMERGENCY DUNE REPAIR PROJECT

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
EMERGENCY DUNE REPAIR**

Task Item	Cost	LABOR COSTS					OTHER COSTS	
		Principal Engineer (Hours)	Coastal Engineer III (Hours)	Senior Marine Biologist (Hours)	Senior CAD Operator (Hours)	Clerical (Hours)	Travel (\$)	Equipment Cost (\$)
1 Dune Design Services	\$2,320	4	10				\$0	0
2 CCCL Permitting	\$4,170	6	16	4			\$0	\$0
3 Bidding Assistance	\$15,226	22	36		32	4	\$331	\$157
4 During Construction Services	\$15,085	12	56	6	8		\$2,215	\$178
5 Certification	\$3,136	4	8	2	2	1	\$331	\$157
	Total Hours =	48	126	12	42	5	\$2,877	\$491
	Rate =	\$215	\$146	\$136	\$140	\$68	1	1
	Cost =	\$10,320	\$18,396	\$1,632	\$5,880	\$340	\$2,877	\$491
LABOR	\$36,568.00							
INDIRECT COST	\$2,877.00							
EQUIPMENT COST	\$491.28							
TOTAL	\$39,936.28							

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
EMERGENCY DUNE REPAIR**

Task Item	Cost	Truck (Road Use per Mile) (Miles)	Meals (Days)	DIRECT COSTS	
				Tolls (Cost)	Lodging (Days)
1 Dune Design Services	\$0.00				
2 CCCL Permitting	\$0.00				
3 Bidding Assistance	\$487.64	352	1	1	1
4 During Construction Services	\$2,393.00	400	7	1	7
5 Certification	\$487.64	352	1	1	1
	Total Hours =	1,104	9	3	9
	Rate =	\$0.445	\$64.00	\$17	\$250.00
	Cost =	\$491.28	\$576.00	\$51.00	\$2,250.00
EQUIPMENT COST	\$491.28				
DIRECT COST	\$2,877.00				
TOTAL	\$3,368.28				

CAPTIVA EROSION PREVENTION DISTRICT COMMISSIONER APPOINTMENT INFORMATION FORM

This Appointment Information Form, when completed and filed with the CEPD Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and, therefore, is open to public inspection by any person.

**YOU ARE RESPONSIBLE TO KEEP THE INFORMATION ON THIS FORM CURRENT.
PLEASE NOTE IF ANY OF THE INFORMATION ON THE APPLICATION IS EXEMPT FROM PUBLIC DISCLOSURE OR CONFIDENTIAL PURSUANT TO STATE OR FEDERAL LAW**

Please Type, if possible (or print clearly) Date: _____

Name: _____
(Last) (First) (Middle)

Address: (H) _____
_____ Zip Code _____

(O) _____
_____ Zip Code _____

Phone: (H) _____ (O) _____

Occupation: _____

Employer: _____

Position: _____ How Long: _____

Education: Highest education level achieved and institutions attended:

<u>Name & Location</u>	<u>Dates Attended</u>	<u>Degrees Earned</u>

Have you ever held a professional or business license or certificate? Yes _____ No _____

If "Yes", please provide the title, issue date and issuing authority.

<u>License/Certificate Title</u>	<u>Issue Date</u>	<u>Issuing Authority</u>

District for which you are applying: _____

- Are you a registered voter? Yes _____ No _____
- Are you a Captiva Resident? Yes _____ No _____
- Are you currently residing in the District applied for? Yes _____ No _____
- Are you currently serving on another Board, Authority, or Commission? Yes _____ No _____
If yes, what Board, etc. and since when? _____

Work Experience: _____

Community Involvement: _____

Interests/Activities: _____

Why do you desire to serve? _____

A resume or separate sheet with additional information may be included.

Florida law requires that members of the Board of Commissioners file a financial disclosure form. Would you be willing to file a financial disclosure form? Yes _____ No _____

Board Members are expected to attend each of the monthly board meetings physically, and at least one briefing meeting (virtually or physically) per month. Board members are also expected to participate in correspondence via email and phone with CEPD staff as necessary.

I understand the responsibilities associated with being a CEPD board member, and I have adequate time to serve.

Signature *John Wade*

Date

If you have any questions, please call the district office at 239-472-2472. Return this original form to:

**Captiva Erosion Prevention District Office, 11513 Andy Rosse Ln, Ste 4, Captiva, FL 33924 or
Email applications to jelston@mycepd.com**

FOR OFFICIAL USE ONLY	
Interviewed:	Date: _____ Yes _____ No _____
Board Action:	Date: _____

APPENDIX A

Captiva Erosion Prevention District Board of Commissioners Requirements and Expectations

Requirements, as stated in the Legislature of the State of Florida, Chapter 2000-399, House Bill No. 927.

The Board of Five Commissioners, who shall constitute the Captiva Erosion Prevention District Board, shall be:

- Qualified electors residing within the District.
Shall each serve a period of 4 years (unless removed for cause by the Governor of Florida).
- Shall receive no compensation.
- Shall be subject to and elected by the qualified electors residing within the District, at next election after appointment.
- Candidates seeking election to the District Board shall qualify between noon of the 50th day and noon of the 46th day prior to the election.
- A candidate seeking election to the District Board must qualify by paying a filing fee of \$25 or by obtaining the signatures of at least 3 percent of the qualified electors residing within the District on a petition to be verified by the Lee County Supervisor of Elections.
- Any candidates seeking election to the District Board will open a depository and appoint a campaign treasurer before accepting any contributions or expending any funds for the purpose of seeking election to the District Board. However, if the only campaign expenditure of a candidate seeking election to the District Board is the fee required for the checking of signatures on the petition for filing, and the candidate accepts no contributions and expends no other campaign funds, it will not be necessary to open a campaign depository.
- If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term. Notification of all resignations, vacancies, or appointments shall be filed with the Lee County Supervisor of Elections.

Expectations:

- Attendance at the monthly Board meeting, and the following (as listed in the Rules and Regulations):
 1. Must vote on every motion in which he/she has no personal interest. A commissioner may not abstain unless he/she has a bona fide conflict of interest as defined in Section 112.3143, F.S., as amended.
 2. May, only after recognition by the Chair, introduce motions, discuss subjects and vote.
 3. May request to consider a subject informally, if no objection. If there is objection, he/she is obliged to put a motion which must be seconded to determine the result by a majority 6 vote. This is debatable, but not amendable.
 4. May appeal a decision of the Chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.
 5. May move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.
 6. May informally request a recess in a meeting for a reasonable time. If there is an objection, the Commissioner shall state the request in the form of a motion, which must be seconded, to determine the result by a majority vote. The length of time of the recess and the time the meeting will be reconvened must be announced before recessing. A meeting may not be recessed for more than five hours and must be reconvened the same day.
 7. If no motion is pending, may move to adjourn. Upon the completion of the agenda, an adjourned meeting may be "moved" by specifying time and date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable but are amendable as to time.

EXECUTIVE SUMMARY



FOUNDER AND HANDS ON LEADER OF A NATIONAL TELECOM ENGINEERING SERVICE COMPANY, PROVIDING FIELD TECHNICAL SUPPORT AND RESOURCE MANAGEMENT SERVICES TO FORTUNE 500 TELECOM AND BROADBAND COMPANIES...LED EXECUTIVE MANAGEMENT TEAM WHILE OVERSEEING NEARLY 1100 EMPLOYEES, 3 DIVISIONS, AND A BOARD OF DIRECTORS. I SOLD 100% OF THE CO. OWNERSHIP TO AN EMPLOYEE TRUST (ESOP) PLAN IN 2017.

EXPERIENCE

CEO, CHAIRMAN • TRI WIRE ENGINEERING SOLUTIONS, INC
1999 – 2018

- Organically built and grew a start-up Company at a 23% CAGR rate over eighteen years to 75MM in revenues.
- Created and lead executive management team to manage the continued growth of over 1000 employees, 23 locations, 3 service arms and related budgets.
- Pursued and negotiated multiple M&A transactions with both Private Equity and Strategic buyers.
- Implemented a new sales workforce model that would create a greenfield retail sales network.
- Continually tasked to strategize and navigate new opportunities within a continuously changing technology spectrum.
- Lead multiple cross functional departments through various greenfield growth initiatives.

OBJECTIVE

Experienced CEO with MBA seeking to add value and effective leadership skills within a reputable, community-oriented Board where I can apply creative and pragmatic solutions to operational challenges.

SKILL SETS

- Creative thinking
- Proficient in Operational Mngmt.
- Well versed in both legal & regulatory business law.
- Transaction financing
- Highly experienced contract negotiator
- Project Budgeting

- Negotiated vendor and master service agreements with AT&T, Comcast, and other major broadband providers.
- Lead admin support for various DOL, IRS, NLRB, and OSHA audits.
- Developed custom back office management tools to manage HR functions and inventory control for over 700 employees.

ASST. CHIEF ENGINEER • NEW ENGLAND SPORTS NETWORK, BOSTON, MA

1996 – 1999

- Managed approx. 5MM annual maintenance budget
- Managed a 18 month project to develop a team of engineers to transition local broadcast facility from analog to new digital technology platform.

BROADCAST LIASION • NE SATELLITE SYSTEMS INC, WORCESTER, MA

1993 – 1996

- Managed a fleet of field satellite mobile broadcast teams for all major news network events in and around the northeast region of the U.S.
- Helped design and manage the build of multiple large sporting and news gathering production / broadcast mobile trucks.

PERSONAL

- Married for 30 years
- 4 Children
- Enjoys travelling

EDUCATION

New York University, NYC NY • 2020

M.B.A. Stern School of Business

- Organizational Leadership

- Class President

Wentworth Institute of Technology, Boston MA • 1993

Applied Electronic Technology (FT program)