

Kathy



**Regular Board Meeting
of the
Captiva Erosion Prevention District**

**'Tween Waters Inn, Wakefield Room
15951 Captiva Drive
Captiva, Florida 33924**

**Wednesday, October 9, 2013
1:00 P.M.**

October 9, 2013 CEPD Regular Board Meeting
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Agenda

**Regular Meeting of the
Captiva Erosion Prevention District**

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
October 9, 2013 @1PM

1. Call to Order
 2. Roll Call
 3. Approval of Meeting Minutes
 4. Public to be Heard
 5. Financial Report
 6. Old Business
 - a) Renourishment Project Update
 - Nicole Sharp, Coastal Planning & Engineering
 - b) Dune Planting Proposal
 7. New Business
 - a) Accounting Services
 8. Administrator Report
 - a) Proposed 2014 Board Meeting Calendar
 9. Public to be Heard
 10. Commissioner Comments
- Adjourn

4- 4 1/2 hrs per
Every fall 100 sq. ft. will get
plant cement
2,200 - 2,500
a load
- remove old posts & ink berry

50 days
for
Captiva

Minutes
Tentative Budget Hearing
of the
Captiva Erosion Prevention District
Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
September 3, 2013 @5:05 P.M.

Mullins
Jensen
SH
pad

Commissioners Present: Dave Jensen, Treasurer.

Commissioners Absent (excused): Jim Boyle, Doris Holzheimer, Harry Kaiser, Mike Mullins.

Staff Present: Kathleen Rooker, CEPD Administrator; John Bralove, CEPD Assistant to the Administrator;

1. Call to Order

Treasurer Jensen called the meeting to order at 5:06 P.M.

2. Roll Call

The roll was called and the results are outlined above.

3. Public to be Heard

There was no one from the public in attendance. Mr. Jensen said he would wait until 5:15 to allow for late arrivals.

4. Announcement of the Tentative Millage Rate

At 5:15, Mr. Jensen announced that the current year rolled back millage rate is 0.3124. The tentative millage rate is also 0.3124. There is no increase over the rolled back rate the District proposes to use in order to fund the budget. He called for discussion; there was none.

5. Announcement of Lack of a Quorum

Mr. Jensen announced that due to a lack of a quorum, there will be no vote taken on the millage rate or budget. The final budget hearing will be on September 23 at 5:05 P.M. At that meeting, the Board will have an opportunity to vote.

Adjourn

There being no further business and with no public in attendance, Mr. Jensen adjourned the meeting at 5:16 P.M.

Minutes

Regular Meeting of the
Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
September 23, 2013 @ 3:00 P.M.

Kaiser 1st
Holzheimer 2nd

Commissioners Present: Jim Boyle, Chairman; Doris Holzheimer, Vice Chair; Harry Kaiser, Secretary; Dave Jensen, Treasurer; Mike Mullins, Commissioner.

Staff Present: Kathleen Rooker, CEPD Administrator; John Bralove, CEPD Assistant to the Administrator; Robin Mixon, Hans Wilson and Associates; Hans Wilson, Hans Wilson and Associates

1. Call to Order

Chairman Boyle called the meeting to order at 3:00 P. M.

2. Roll Call

The roll was called and the results are outlined above.

3. Approval of Meeting Minutes

Commissioner Kaiser moved and Commissioner Jensen seconded a motion to dispense with the reading and approve the minutes as written from the August 14, 2013 Regular Board Meeting. Commissioner Mullins suggested that the minutes consistently use the titles of Commissioner or Chairman when referring to Board members. Chairman Boyle agreed and said this would be done in the future. He asked for further discussion, and there being none, called for a vote on the motion. The motion passed unanimously.

4. Public to be Heard

Commissioner Mullins said Lee County Commissioner Tammy Hall had resigned, leaving just four commissioners. Governor Scott will appoint someone to fill the vacancy.

5. Financial Report

Commissioner Jensen reported on the General Fund. He said Ad Valorem Tax Revenue collections slightly exceeded what was budgeted. On the expense side, Travel and Per Diem exceeded the budget because of the trips required to try to secure Federal funding. He added that later in the Agenda, there was a General Budget Amendment/Transfer to be discussed. He asked for questions and Commissioner Mullins asked about refunds from the Army Corps. Chairman Boyle said CEPD had received all the money back from the Corps, including the engineering and design fees. Ms. Rooker confirmed this.

On the Capital Project side, Commissioner Jensen reported parking lot revenue exceeded what was budgeted but reminded Commissioners that the lot would be closed for a few months since it was being used for a staging area for the project. He asked Ms. Rooker why parking lot expenses were \$1,500 over budget and Ms. Rooker explained it was due to the additional regrading of the parking lot that was necessary because of all the rain. Chairman Boyle said CEPD would look into Great Lakes regrading the lot after they were done with it as a staging area since they already had the equipment on hand.

Commissioner Mullins brought up the idea of using the lot to provide parking at night for the businesses around Andy Rosse Lane. Now that Doc Ford's is open at South Seas, CEPD might want to pursue valet parking. Chairman Boyle said South Seas had mentioned redoing the Shirley lot for parking for Doc Ford's. Mr. Keehn advised CEPD to check with the state regarding use of the Hagerup lot so that it does not conflict with public access rules.

6. Old Business

a) Renourishment Project Update

Mr. Keehn briefed Commissioners on the project. He said Nicole Sharp is tracking Great Lakes every day and getting daily reports. He asked Ms. Rooker if she wanted these and Ms. Rooker said yes. He said there was a meeting scheduled with the Army Corps for this Friday. He said the Corps is looking at projects much more closely. He added that when construction gets closer, CP&E will have someone on the island 24 hours a day.

Mr. Keehn said the start date was now estimated to be October 5th so 5 days should be added to the schedule the Commissioners received. The schedule will be updated periodically as more information is received. He said Great Lakes has an office on Sanibel on 695 Tarpon Bay Road. Commissioner Mullins asked for Great Lakes phone number. Mr. Keehn responded that he would rather have people contact Nicole and gave out Nicole's cell phone number. Mr. Keehn said he would assemble other key phone numbers and provide them to Ms. Rooker.

Commissioner Mullins asked about the use of Turner Beach as a staging area and Mr. Keehn said as the project progresses, the extent of the use of Turner Beach will be evaluated. CEPD will be able to influence things to some degree, as long as there is no additional cost, to minimize the impact to residents in that area. Mr. Keehn said the cooperation he has received from Great Lakes staff has been great; they appear to be "can do" people.

7. New Business

a) General Budget Amendment/Transfer BA 2013-02

Chairman Boyle explained the purpose of the Budget Amendment is to transfer unexpended budgeted expenses to reserves. He said the amount totaled \$12,500. This was in addition to the \$40,000 moved last month. He called for a motion. Commissioner Mullins moved and Commissioner Kaiser seconded a motion to approve Budget Amendment/Transfer BA 2013-2. The motion passed unanimously. Commissioner Mullins asked whether this was the last one for this year and Chairman Boyle replied that it was.

8. Administrator Report

a) Project Information Resources for the Public

Ms. Rooker reported on how CEPD was getting information out about the project to the public. She listed the following resources: the Summer Newsletter, the Estimated Project Schedule Map, photos and updates on CEPD's website, BeachBriefs, and a project brochure. She added that people are being urged to check CEPD's website for updates and communications with the public provide information on who to contact for more information. She also said phone calls and emails have been responded to the same day, even on weekend. In addition, Ms. Rooker reported, there was an article on the project in the News-Press.

Commissioner Mullins suggested that BeachBriefs contain a "Save the Date" feature. It was a good way to advertise upcoming meetings.

9. Public to be Heard

Commissioner Mullins said at meetings Ms. Rooker attended, people are always trying to get a handle on how much the project is going to cost them. He said a cheat sheet should be kept using best information available with the best caveats. He thinks CEPD gives out confusing information because when he does the math, he estimates individual's assessments will be 50% higher than last time. Chairman Boyle said he thought this was on the high side. He said when he takes the grant funding into consideration, CEPD is still well within the range sent out in 2010. Commissioner Mullins said the quote should be a ballpark figure for the whole project since CEPD does not know what an individual property will appraise for. Commissioner Mullins suggested that people be given a high and low range, with the estimate being on the high side, but one of the caveats be that CEPD had no control over assessments. He suggested that people could call to make an appointment to get this information. Ms. Rooker said CEPD is already providing this information when people call.

Commissioner Mullins asked what appraisal basis will be used for the assessment and Chairman Boyle replied it will be next year's. Chairman Boyle thought everything could be finalized and hearings held by November 2014.

10. Commissioner Comments

There were none.

Adjourn

There being no other business, Chairman Boyle adjourned the meeting at 3:50 P.M.

Minutes

Final Budget Hearing of the Captiva Erosion Prevention District

Tween Waters Inn
15951 Captiva Drive, Captiva, Florida 33924
September 23, 2013 @ 5:01 P.M.

Commissioners Present: Jim Boyle, Chairman; Doris Holzheimer, Vice Chair; Harry Kaiser, Secretary; Dave Jensen, Treasurer; Mike Mullins, Commissioner.

Staff Present: Kathleen Rooker, CEPD Administrator; John Bralove, CEPD Assistant to the Administrator;

1. Call to Order

Chairman Boyle called the meeting to order at 5:01 P.M.

2. Roll Call

The roll was called and the results are outlined above.

3. Public to be Heard

Chairman Boyle announced that this was the Final Budget Hearing of the Captiva Erosion Prevention District and invited public comment. There was none.

4. Adoption of Final Millage Rate

Chairman Boyle announced that the Rolled Back Rate is 0.3124 and the Proposed Millage Rate is 0.3124. There is no increase over the Rolled Back Rate.

Chairman Boyle called for the adoption of the final millage rate as stated in Resolution 2013-14 and asked for a motion. Commissioner Mullins offered and Commissioner Kaiser seconded Resolution 2013-14. Chairman Boyle called upon Ms. Rooker to read the Resolution out loud and in its entirety. The vote was called and the Resolution passed unanimously.

5. Adoption of Final Budget

○ Resolution 2013-15 - Final General Fund Budget

Chairman Boyle called for the adoption of the Final Budget and the accompanying Resolution 2013-15 in support of the Final General Fund Budget. Commissioner Jensen offered and Commissioner Mullins seconded Resolution 2013-15. Chairman Boyle called upon Ms. Rooker to read the Resolution out loud and in its entirety. Commissioner Holzheimer asked whether there had been any changes in the budget since the previous proposed budget. Chairman Boyle responded that there had not been any changes. There was not further discussion and Chairman Boyle called for the vote. The Resolution passed unanimously.

○ Resolution 2013-16 - Final Project Fund Budget

Chairman Boyle called for the adoption of the Final Project Fund Budget and the accompanying Resolution 2013-16 in support of the Final Project Fund Budget. Commissioner Mullins offered and Commissioner Kaiser seconded Resolution 2013-16. Chairman Boyle called upon Ms. Rooker to read

the Resolution out loud and in its entirety. There was no discussion and Chairman Boyle called for the vote. The Resolution passed unanimously.

Adjourn

There being no further business, Chairman Boyle adjourned the meeting at 5:11 P.M.

CEPD - GENERAL FUND
Budget Performance - Summary
For the One and Twelve Months Ended September 30, 2013

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept. '13	Budget -Sept. '13	Variance -Sept. '13	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	0.00	0.00	0.00	364,064.37	356,016.00	8,048.37	356,016.00	0.00
Interest income - Other	17.26	0.00	17.26	102.86	0.00	102.86	0.00	0.00
Other Income	200.00	100.00	100.00	7,475.36	1,100.00	6,375.36	1,100.00	0.00
Total Income	<u>217.26</u>	<u>100.00</u>	<u>117.26</u>	<u>371,642.59</u>	<u>357,116.00</u>	<u>14,526.59</u>	<u>357,116.00</u>	<u>0.00</u>
Gross Profit	217.26	100.00	117.26	371,642.59	357,116.00	14,526.59	357,116.00	0.00
Expense								
Administrative expenses	2,610.09	10,329.18	(7,719.09)	61,777.74	58,150.00	3,627.74	58,150.00	(3,627.74)
Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves	0.00	136,665.00	(136,665.00)	0.00	136,665.00	(136,665.00)	136,665.00	136,665.00
Cost of collecting Ad Valorem	0.00	0.00	0.00	10,528.87	10,754.00	(225.13)	10,754.00	225.13
Legal and professional fees	10,404.00	12,630.34	(2,226.34)	128,868.59	151,572.00	(22,703.41)	151,572.00	22,703.41
Total Expense	<u>13,014.09</u>	<u>159,624.52</u>	<u>(146,610.43)</u>	<u>201,175.20</u>	<u>357,141.00</u>	<u>(155,965.80)</u>	<u>357,141.00</u>	<u>164,074.26</u>
Net Ordinary Income	<u>(12,796.83)</u>	<u>(159,524.52)</u>	<u>146,727.69</u>	<u>170,467.39</u>	<u>(25.00)</u>	<u>170,492.39</u>	<u>(25.00)</u>	<u>(164,074.26)</u>
Net Income	<u>(12,796.83)</u>	<u>(159,524.52)</u>	<u>146,727.69</u>	<u>170,467.39</u>	<u>(25.00)</u>	<u>170,492.39</u>	<u>(25.00)</u>	<u>(164,074.26)</u>

NOTE: Residual Budget figures ONLY represent Budgeted Revenue uncollected and Budgeted Expenditures not incurred
DRAFT FINANCIAL STATEMENT

CEPD - GENERAL FUND
 Profit & Loss Budget Performance - Detail
 For the One and Twelve Months Ended September 30, 2013

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept. 13	Budget -Sept. '13	Variance -Sept. '13	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	0.00	0.00	0.00	363,561.63	356,016.00	7,545.63	356,016.00	0.00
Ad Valorem penalties collected	0.00	0.00	0.00	502.74	0.00	502.74	0.00	0.00
Total Ad Valorem Tax	0.00	0.00	0.00	364,064.37	356,016.00	8,048.37	356,016.00	0.00
Interest income - Other	17.26	0.00	17.26	102.86	0.00	102.86	0.00	0.00
Other Income	200.00	100.00	100.00	7,475.36	1,100.00	6,375.36	1,100.00	0.00
Total Income	217.26	100.00	117.26	7,578.22	357,116.00	(349,537.78)	357,116.00	0.00
Gross Profit	217.26	100.00	117.26	371,642.59	357,116.00	14,526.59	357,116.00	0.00
Expense								
Administrative expenses								
Advertising	0.00	0.00	0.00	2,533.55	3,500.00	(966.45)	3,500.00	966.45
Board meeting expenses	0.00	16.67	(16.67)	156.22	200.00	(43.78)	200.00	43.78
Copier lease expense	0.00	166.67	(166.67)	1,821.90	2,000.00	(178.10)	2,000.00	178.10
Dues and subscriptions	0.00	41.67	(41.67)	210.00	500.00	(290.00)	500.00	290.00
Equipment rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General insurance	0.00	666.67	(666.67)	7,707.33	8,000.00	(292.67)	8,000.00	292.67
Newsletter expense	832.62	850.00	(17.38)	2,148.75	3,400.00	(1,251.25)	3,400.00	1,251.25
Office expense	339.81	229.17	110.64	2,990.88	2,750.00	240.88	2,750.00	0.00
Postage	105.36	50.00	55.36	531.60	500.00	31.60	500.00	0.00
Rent expense	0.00	1,425.00	(1,425.00)	16,637.40	17,100.00	(462.60)	17,100.00	462.60
Repairs	160.00	208.33	(48.33)	1,970.00	2,500.00	(530.00)	2,500.00	530.00
Telephone	497.63	366.00	131.63	4,192.48	4,400.00	(207.52)	4,400.00	207.52
Travel and per diem	0.00	5,250.00	(5,250.00)	16,762.47	8,000.00	8,762.47	8,000.00	0.00
Utilities	37.17	134.00	(96.83)	1,395.16	1,600.00	(204.84)	1,600.00	204.84
Website & Computer maintenance	637.50	925.00	(287.50)	2,720.00	3,700.00	(980.00)	3,700.00	980.00
Total Administrative expenses	2,610.09	10,329.18	(7,719.09)	61,777.74	58,150.00	3,627.74	58,150.00	5,407.21
Capital outlay								
Equipment purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves								
Operating Reserves	0.00	136,665.00	(136,665.00)	0.00	136,665.00	(136,665.00)	136,665.00	136,665.00
Total Reserves	0.00	136,665.00	(136,665.00)	0.00	136,665.00	(136,665.00)	136,665.00	136,665.00
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	0.00	0.00	3,224.81	3,254.00	(29.19)	3,254.00	29.19
Tax collector commissions	0.00	0.00	0.00	7,304.06	7,500.00	(195.94)	7,500.00	195.94
Total Cost of collecting Ad Valorem	0.00	0.00	0.00	10,528.87	10,754.00	(225.13)	10,754.00	225.13
Consulting and Professional Fees								
Consulting	9,964.00	10,463.67	(499.67)	109,604.00	125,572.00	(15,968.00)	125,572.00	15,968.00
Professional Fees	440.00	2,166.67	(1,726.67)	19,264.59	26,000.00	(6,735.41)	26,000.00	6,735.41
Total Legal and professional fees	10,404.00	12,630.34	(2,226.34)	128,868.59	151,572.00	(22,703.41)	151,572.00	22,703.41
Total Expense	13,014.09	159,624.52	(146,610.43)	201,175.20	357,141.00	(155,965.80)	357,141.00	165,000.75
Net Ordinary Income	(12,796.83)	(159,524.52)	146,727.69	170,467.39	(25.00)	170,492.39	(25.00)	(165,000.75)
Net Income	(12,796.83)	(159,524.52)	146,727.69	170,467.39	(25.00)	170,492.39	(25.00)	(165,000.75)

CAPTIVA EROSION PREVENTION DISTRICT
CAPITAL PROJECTS
BUDGET PERFORMANCE - SUMMARY
For the One and Twelve Months Ended September 30, 2013

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept. '13	Budget -Sept. '13	Variance -Sept. '13	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Contributions from Property Owners	0.00	0.00	0.00	9,600,000.00	8,000,000.00	1,600,000.00	8,000,000.00	0.00
Grant Income	0.00	22,142.00	(22,142.00)	8,128,061.00	11,044,284.00	(2,916,223.00)	11,044,284.00	8,539,355.00
Interest Income	77.51	42.00	35.51	1,428.56	500.00	928.56	500.00	0.00
Parking Lot Revenue	7,482.95	12,800.00	(5,317.05)	175,975.95	160,000.00	15,975.95	160,000.00	0.00
Reserves - General	0.00	79,665.00	(79,665.00)	0.00	79,665.00	(79,665.00)	79,665.00	79,665.00
Special Assessments	170.00	0.00	170.00	425,833.40	408,066.00	(3,421.53)	408,066.00	16,970.00
Total Income	7,730.46	114,649.00	(106,918.54)	18,331,298.91	19,692,515.00	(1,382,405.02)	19,692,515.00	8,635,990.00
Expense								
Advertising	0.00	0.00	0.00	0.00	1,000.00	(1,000.00)	1,000.00	1,000.00
Annual memberships & fees	500.00	250.00	250.00	500.00	1,000.00	(500.00)	1,000.00	500.00
Bank service charges	0.00	0.00	0.00	127.58	0.00	127.58	0.00	0.00
Blind Pass project	0.00	0.00	0.00	0.00	32,000.00	(32,000.00)	32,000.00	32,000.00
Cost of Assessment Collections	0.00	0.00	0.00	1,714.42	1,800.00	(85.58)	1,800.00	85.58
Engineering (CP)	0.00	4,066.00	(4,066.00)	31,887.71	48,793.00	(16,905.29)	48,793.00	16,905.29
Insurance	0.00	0.00	0.00	11,859.00	11,000.00	859.00	11,000.00	0.00
Parking lot expenses	1,579.11	2,826.00	(1,246.89)	39,479.88	38,200.00	1,279.88	38,200.00	2,126.49
Project Management Support	2,663.60	13,703.00	(11,039.40)	122,957.15	164,444.00	(41,486.85)	164,444.00	41,486.85
Renourishment 2013/14 Design Phase		194,365.00	(194,365.00)	5,752,684.39	16,362,190.00	(10,661,118.31)	16,362,190.00	10,631,947.76
Rent		450.00	(450.00)	3,694.73	5,400.00	(1,705.27)	5,400.00	1,705.27
Storage of records	0.00	160.00	(160.00)	1,348.32	1,910.00	(561.68)	1,910.00	561.68
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	4,742.71	215,820.00	(211,077.29)	5,966,253.18	16,667,737.00	(10,753,096.52)	16,667,737.00	10,728,318.92
Net Ordinary Income (Loss)	2,987.75	(101,171.00)	104,158.75	12,365,045.73	3,024,778.00	9,370,691.50	3,024,778.00	(2,092,328.92)
Net Income	2,987.75	(101,171.00)	104,158.75	12,365,045.73	3,024,778.00	9,370,691.50	3,024,778.00	(2,092,328.92)

***** NOTE Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT
CAPITAL PROJECTS
BUDGET PERFORMANCE- DETAIL
For the One and Twelve Months Ended September 30, 2013

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept. '13	Budget-Sept. '13	Variance -Sept. '13	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Contrib P.O. - Loan Proceeds	0.00	0.00	0.00	9,600,000.00	8,000,000.00	1,600,000.00	8,000,000.00	0.00
Grant Income - Federal	0.00	0.00	0.00	5,623,132.00	5,623,132.00	5,623,132.00	0.00	0.00
Grant Income - Local	0.00	22,142.00	(22,142.00)	35,196.00	6,544,284.00	(6,509,088.00)	6,544,284.00	6,509,088.00
Grant Income - State	0.00	0.00	0.00	2,469,733.00	4,500,000.00	(2,030,267.00)	4,500,000.00	2,030,267.00
Interest Income	77.51	42.00	35.51	1,428.56	500.00	928.56	500.00	0.00
Parking Lot Revenue	7,482.95	12,800.00	(5,317.05)	175,975.95	160,000.00	15,975.95	160,000.00	0.00
Reserves - General	0.00	79,665.00	(79,665.00)	0.00	79,665.00	(79,665.00)	79,665.00	79,665.00
Special Assessments								
Special Assessments Principal	170.00	0.00	170.00	409,029.60	391,096.00	17,933.60	391,096.00	0.00
Special Assessments - Interest		0.00	0.00	(4,385.13)	16,970.00	(21,355.13)	16,970.00	16,970.00
Special Assessments - Refunds				21,188.93		21,188.93	0.00	0.00
Total Special Assessments	170.00	114,649.00	170.00	425,833.40	408,066.00	(3,421.53)	408,066.00	16,970.00
Total Income	7,730.46	114,649.00	(106,918.54)	18,331,298.91	19,692,515.00	(1,382,405.02)	19,692,515.00	8,635,990.00
Expense								
Advertising	0.00	0.00	0.00	0.00	1,000.00	(1,000.00)	1,000.00	1,000.00
Annual memberships & fees	500.00	250.00	250.00	500.00	1,000.00	(500.00)	1,000.00	500.00
Bank service charges	0.00	0.00	0.00	127.58	0.00	127.58	0.00	0.00
Blind Pass project	0.00	0.00	0.00	0.00	32,000.00	(32,000.00)	32,000.00	32,000.00
Cost of Assessment Collections	0.00	0.00	0.00	1,714.42	1,800.00	(85.58)	1,800.00	85.58
Engineering (CP)	0.00	4,066.00	(4,066.00)	31,887.71	48,793.00	(16,905.29)	48,793.00	16,905.29
Insurance	0.00	0.00	0.00	11,859.00	11,000.00	859.00	11,000.00	0.00
Parking lot expenses								
Mobi Mat	0.00	0.00	0.00	4,249.00	4,300.00	(51.00)	4,300.00	51.00
Parking maintenance	1,017.89	1,433.00	(415.11)	20,606.37	17,200.00	3,406.37	17,200.00	0.00
Portable toilets	561.22	625.00	(63.78)	6,965.38	7,500.00	(534.62)	7,500.00	534.62
Sales tax expense	0.00	768.00	(768.00)	7,659.13	9,200.00	(1,540.87)	9,200.00	1,540.87
Total Parking lot expenses	1,579.11	2,826.00	(1,246.89)	39,479.88	38,200.00	1,279.88	38,200.00	2,126.49
Project Management Support								
Professional Fees	2,663.60	8,333.00	(5,669.40)	85,367.15	100,000.00	(14,632.85)	100,000.00	14,632.85
Project Consultant		5,370.00	(5,370.00)	37,590.00	64,444.00	(26,854.00)	64,444.00	26,854.00
Project Manual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project Management Support	2,663.60	13,703.00	(11,039.40)	122,957.15	164,444.00	(41,486.85)	164,444.00	41,486.85
Renourishment 2013/14 Design Phase								
Bidding, Negotiation & Award	0.00	0.00	0.00	18,391.15	15,000.00	3,391.15	15,000.00	0.00
Bond Attorney Fees	0.00	0.00	0.00	15,760.00	15,000.00	760.00	15,000.00	0.00
Captiva Biological Assessment	0.00	0.00	0.00	3,673.84	13,342.00	(9,668.16)	13,342.00	9,668.16
Long Range Plan Update	0.00	0.00	0.00	234.50	8,968.00	(8,733.50)	8,968.00	8,733.50
Mobilization, Dredging & Fill	0.00	0.00	0.00	5,631,718.20	15,621,253.00	(9,989,534.80)	15,621,253.00	9,989,534.80
Monitoring - Sea Turtle	0.00	20,139.00	(20,139.00)	0.00	100,699.00	(100,699.00)	100,699.00	100,699.00
Post Construct Survey & Report	0.00	124,226.00	(124,226.00)	0.00	124,226.00	(124,226.00)	124,226.00	124,226.00
Pre Construction Survey/7yr Monitor	0.00	0.00	0.00	47,249.70	96,336.00	(100,699.00)	96,336.00	49,086.30
Pre, During, & Post Construct Survey	0.00	50,000.00	(50,000.00)	0.00	350,000.00	(350,000.00)	350,000.00	350,000.00

*** Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE- DETAIL
 For the One and Twelve Months Ended September 30, 2013

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept. '13	Budget -Sept. '13	Variance -Sept. '13	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Prelim Plans/Permits/FDEP NTP	0.00	0.00	0.00	35,657.00	17,366.00	18,291.00	17,366.00	0.00
Total Renourishment 2013/14 Design Phase	0.00	194,365.00	(194,365.00)	5,752,684.39	16,362,190.00	(10,661,118.31)	16,362,190.00	10,631,947.76
Rent		450.00	(450.00)	3,694.73	5,400.00	(1,705.27)	5,400.00	1,705.27
Storage of records		160.00	(160.00)	1,348.32	1,910.00	(561.68)	1,910.00	561.68
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	4,742.71	215,820.00	(211,077.29)	5,966,253.18	16,667,737.00	(10,753,096.52)	16,667,737.00	10,728,318.92
Net Ordinary Income (Loss)	2,987.75	(101,171.00)	104,158.75	12,365,045.73	3,024,778.00	9,370,691.50	3,024,778.00	(2,092,328.92)
Net Income	2,987.75	(101,171.00)	104,158.75	12,365,045.73	3,024,778.00	9,370,691.50	3,024,778.00	(2,092,328.92)

*** Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2013												
	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
Beginning Balance	\$ 567,492	\$ 577,362	\$ 584,706	\$ 593,241	\$ 592,950	\$ 599,484	\$ 612,918	\$ 630,215	\$ 642,383	\$ 653,148	\$ 668,095	\$ 681,619
Reserves Transferred In												
Parking Revenue	12,658	11,463	9,104	15,296	14,414	18,015	20,537	16,525	13,002	20,192	16,609	7,483
Operating Reserves												
Total Reserves Transferred In	12,658	11,463	9,104	15,296	14,414	18,015	20,537	16,525	13,002	20,192	16,609	7,483
NonProject Costs Expended												
Advertising												
Bank service charges	762		(2,197)	733	50					33		
Insurance				11,859								
Parking Lot Expenses	1,670	3,249	2,374	2,520	7,328	4,057	2,709	3,895	1,778	4,753	2,563	1,579
Project Manual												
Rent	355	533	223	307	334	355	362	293	291	290	352	
Storage of records		337	169	169	169	169	169	169	169	169	169	
Total NonProject Costs Expended	2,788	4,119	569	15,587	7,880	4,581	3,240	4,357	2,238	5,245	3,085	1,579
Increase (Decrease) in Reserves	9,870	7,344	8,535	(291)	6,535	13,434	17,297	12,168	10,764	14,948	13,524	5,904
Total Accumulated Reserves	\$ 577,362	\$ 584,706	\$ 593,241	\$ 592,950	\$ 599,484	\$ 612,918	\$ 630,215	\$ 642,383	\$ 653,148	\$ 668,095	\$ 681,619	\$ 687,523

**CAPTIVA ISLAND
DUNE VEGETATION AND POST & ROPE FENCE PROJECT
DRAFT**

**BID INFORMATION, CONTRACT DOCUMENTS, FORMS,
AND TECHNICAL PROVISIONS**

OCTOBER 2013

**CAPTIVA EROSION PREVENTION DISTRICT
11513 ANDY ROSSE LANE UNIT 4
CAPTIVA ISLAND, FLORIDA 33924**

(239) 472-2472

CONSULTING ENGINEER

**Coastal Planning & Engineering, Inc.
2481 N.W. Boca Raton Boulevard
Boca Raton, Florida 33431
561-391-8102**

TABLE OF CONTENTS

**BID INFORMATION, CONTRACT DOCUMENTS, FORMS,
AND TECHNICAL PROVISIONS**

**Project: DUNE VEGETATION AND POST & ROPE FENCE PROJECT,
CAPTIVA ISLAND, FLORIDA**

PROPOSAL REQUIREMENTS

Advertisement for Proposals..... 10-1
Proposal Information20-1 to 20-12
Form PUR 706830-1 to 30-3
Bid Bond40-1 to 40-2

CONTRACT FORMS

Agreement w/attachments.....50-1 to 50-3

TECHNICAL PROVISIONS TP-1 to TP-23

APPENDICES

Appendix 1 Florida Department of Environmental Protection
Joint Coastal Permit No. 0200269-001-JC November 9, 2004

SECTION 0010
ADVERTISEMENT FOR PROPOSALS

SEALED PROPOSALS for a Dune Vegetation and Post & Rope Fence Project, Captiva Island, Florida will be received by The **CAPTIVA EROSION PREVENTION DISTRICT (CEPD)** at the CEPD's Office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida, 33924 up until 2:00 p.m., local time (EST) on _____. Proposals will be publicly opened at 2:00 p.m.

Proposals shall be submitted in a sealed envelope, plainly marked with Proposer's name, address, date and time of proposal opening, and proposal name of "Dune Vegetation and Post & Rope Fence Project, Captiva Island, Florida."

DESCRIPTION OF WORK: This project consists of dune vegetation planting, post and rope fence installation, and sign and post installation. There are five reaches, with a total of approximately 25,850 linear feet of shoreline and 170,000 plant units to be planted and up to an additional 75,000 plant units to be planted if the additive alternative is accepted. Approximately 6,000 linear feet of post and rope fencing, and 60 posts with signs are to be installed. The work will be completed within 5 months.

Copies of the Contract Documents are on file at the CEPD's Office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida, 33924, (239) 472-2472. They may be examined at the above address.

A Non-mandatory Pre-Proposal Meeting will be held at _____ (EST) on _____, at the CEPD's Office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida, 33924. Point of Contact will be Kathleen Rooker, Administrator, Captiva Erosion Prevention District, 239-472-2472. A call in number is provided: 641-715-3600.

The CEPD reserves the right to accept or reject any and all proposals in whole or in part, to waive informalities in the process, to obtain new proposals, or to postpone the proposal opening. Each proposal shall be valid to the CEPD for a period of ninety (90) days after the proposal opening.

SECTION 0010

INFORMATION FOR PROPOSERS

PROPOSALS will be received by the CAPTIVA EROSION PREVENTION DISTRICT (herein called the "DISTRICT"), at the CEPD's Office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida, 33924, no later than 2 p.m., Eastern Time, on _____, 2013. Proposals will be publicly opened and read aloud at the CEPD Office at 2 p.m., Eastern Time.

Each PROPOSAL must be submitted in a sealed envelope addressed to Captiva Erosion Prevention District. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside as PROPOSAL for the CAPTIVA ISLAND DUNE VEGETATION AND POST & ROPE FENCE PROJECT, CAPTIVA ISLAND, FLORIDA, and the envelope should bear on the outside the PROPOSER'S name, address and the name of the project for which the PROPOSAL is submitted.

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSAL prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Two copies of the PROPOSAL form are required.

The DISTRICT may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the postponement of the proposal opening. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 60 days after the actual date of the proposal opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the DISTRICT and the PROPOSER.

PROPOSERS must satisfy themselves as to the accuracy of the estimated quantities in the PROPOSAL Schedules by examination of the site and a review of the drawings and specifications including any ADDENDA. After PROPOSALS have been submitted, the PROPOSER shall not assert that there has been any misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The PROPOSER is to further understand that the quantities shown (except for Lump Sum) are estimates only and the final in-place measurements shall be used to obtain the final contract amount.

The CONTRACT DOCUMENTS contain the provisions required for construction of the PROJECT. Information obtained from an officer, agent, or employee of the DISTRICT or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each PROPOSAL must be accompanied by a BID BOND payable to the DISTRICT for five percent of the total amount of the PROPOSAL. The BID BOND of the successful PROPOSER

will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

The following are items required (two copies each) to be turned in as part of the PROPOSAL for this project:

1. PROPOSAL, Section 0020, all pages including the questionnaire.
2. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, Form PUR 7068, Section 30 pages 1 -3.
3. BID BOND, Section 40, pages 1 and 2 (PROPOSER may use the enclosed form or a standard bonding company form. In either case, an approved Power of Attorney form must be attached).

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the DISTRICT, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute the AGREEMENT, the DISTRICT may consider the PROPOSER in default, in which case the BID BOND accompanying the proposal shall become the property of the DISTRICT.

The DISTRICT within 30 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the DISTRICT not execute the AGREEMENT within such period, the PROPOSER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the DISTRICT.

The NOTICE TO PROCEED shall be issued within 30 days of the execution of the AGREEMENT by the DISTRICT. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the DISTRICT and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 30 day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The DISTRICT may make such investigations as deemed necessary to determine the ability of each PROPOSER to perform the WORK, and each PROPOSER shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request. The DISTRICT

reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER fails to satisfy the DISTRICT that such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated. The DISTRICT has the authority to eliminate any and or all proposals from Contractors that in the opinion of the DISTRICT have performed unsatisfactory work on prior projects.

A conditional or qualified PROPOSAL may not be accepted.

Award will be made based on the DISTRICT Selection Committee's (to be appointed at a later date) evaluation of the CONTRACTOR's response to the accompanied questionnaire and proposal submittal. The evaluation criteria will include, but shall not be limited to, those items on the evaluation form on page 20-4. The selection will be based on price, experience, timelines and management capability. Management capability is the ability to plan the layout and manage installation with only general guidance from the board and infrequent site visits. The evaluation form indicates the ranking percentages, which will be utilized by the DISTRICT in the evaluation of the proposals. The DISTRICT will contact references and may meet with the CONTRACTOR's nursery to verify the responses.

The DISTRICT may elect to waive the requirements of issuing a Notice of Award, issuing only a Notice to Proceed. In this event, the Contractor shall submit an executed Agreement, Performance Bond and Certificate of Insurance prior to commencing work which must begin within 15 calendar days of the Notice to Proceed.

All applicable laws, ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

The PROPOSER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the DISTRICT.

The proposal contains an add alternative for additional plants to establish a price for a potential change order.

The ENGINEER is Stephen Keehn, P.E. The ENGINEER'S address is 2481 NW Boca Raton Blvd, Boca Raton, FL 33431. Contact for information on this project should be directed to: Kathleen Rooker, Administrator, email is the preferred method for questions, mycepd8@gmail.com

PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held at _____ (EST) on _____, in the CEPD's Office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida,

33924. Point of Contact will be Kathleen Rooker, Administrator, 239-472-2472. A call in number is provided: 641-715-3600.

**DUNE VEGETATION AND POST & ROPE FENCE PROJECT, CAPTIVA ISLAND,
FLORIDA EVALUATION FORM**

FIRM:

Evaluation Criteria	Weight	Score 1-5
Price	50	50 x ____ = ____
Experience and Expertise	20	20 x ____ = ____
Schedule/Timeliness of Planting	10	10 x ____ = ____
Management Capability	20	20 x ____ = ____
TOTAL SCORE		
REMARKS:		

Evaluator No.

Date

Evaluation Rating Guidelines	
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.
0 – Non Responsive	Information/documentation provided is adequate for evaluation

END OF SECTION

SECTION 0020

**CAPTIVA ISLAND DUNE VEGETATION AND POST & ROPE FENCE PROJECT,
LEE COUNTY, FLORIDA**

TO: CAPTIVA EROSION PREVENTION DISTRICT
PROPOSAL FROM:

(Proposer)

THE UNDERSIGNED PROPOSER, having familiarized himself with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attending performance of the work;

HEREBY PROPOSES and agrees, if this Proposal for the **DUNE VEGETATION AND POST & ROPE FENCE PROJECT, CAPTIVA ISLAND, FLORIDA** is accepted to enter into an agreement in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the total contract price of:

_____ dollars ***

(\$ _____)

This proposal total is the Grand Total prices as shown on Page 20-8.

Proposal represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

*** Total Proposal price is to be shown in both words and figures. Should there be any discrepancy, the amount shown in words will govern.****

**DUNE VEGETATION AND POST & ROPE FENCE PROJECT,
CAPTIVA ISLAND, FLORIDA
BASE PROPOSAL**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Plant Dune Vegetation	170,000	Plants	\$ _____/plant	\$ _____
2.	Install Post and Rope Fencing	6,000	Linear Ft.	\$ _____/l.f.	\$ _____
3.	Install Signs with Posts	60	Each	\$ _____	\$ _____
4.	Performance Bond Premium	1	Lump Sum	\$ _____	\$ _____
Grand Total					\$ _____

Grand Total in Words \$ _____

SALE AND USE TAX. The Proposer agrees that all Federal, State, and local sales taxes are included in the stated prices for the work.

ADD ALTERNATIVE

Plant Dune Vegetation 75,000 Plants \$ _____/plant \$ _____

In Words \$ _____

NAME OF FIRM: _____

BY: _____
(Typed or Printed) (Date)

Signature: _____
(Signature) (Title)

CONTRACTOR'S LICENSE NO.: (Not Required) _____

Proposer hereby certifies that the only person/persons interested in this Proposer/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Proposer/Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Proposal as principals are as follows:

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone No.:	Phone No.:

Proposer understands that the District reserves the right to reject all Proposals and to waive any informality in the process. Proposer agrees that the District may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this proposal. The CEPD reserves the right to declare a Proposer as non-responsive should Proposer be delinquent in the payment of Lee County taxes.

The Proposer agrees that the Proposal shall be good, and may not be withdrawn for a period of **sixty (60) calendar days** after Proposal Opening.

Proposer hereby acknowledges receipt of the following Addenda:

ADDENDUM ACKNOWLEDGMENT

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING PROPOSAL
-----------------	-------------	---

1. _____	_____	
----------	-------	--

2. _____	_____	
----------	-------	--

3. _____	_____	
----------	-------	--

4. _____	_____	
----------	-------	--

The Proposal Security attached in the sum of Five Percent (5%)

_____ (\$ _____) **5% of Proposal Price**

is to become the property of the District in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the District caused thereby.

Questionnaire to Accompany Proposal

(Attach to Proposal, use extra pages if needed)

- A. List key personnel, sub-contractors and suppliers contractor proposes to use on this project including their qualifications and prior experience. How many workers will you use to install the vegetation?

- B. What are the last 3 projects of this size and nature that you have completed, including the name and phone number of a reference for each?

- C. Describe Contractor's method of completing the Work being proposed and a time schedule for each task to include harvesting, nursery growing, planting by reach, and fence installation.

D. What size, number and type of equipment will you use on this project, to include trucks, ATV, planting machines, post-hole diggers? What equipment will you purchase or rent for the proposed work? What is the estimated daily production rate for areas planted and length of fence installed? What is the estimated duration of the work in days?

E. How many plants can you grow in your nursery, and how long is the nursery growing period for the specified plants?

F. Will you sublet any part of this work or will you buy plants from other nurseries? If so, give details.

G. Describe the plant specifications.

H. Describe your management experience in planning and implementing the layout of the plants and fences based on general guidance provided by a board.

**DUNE VEGETATION AND POST & ROPE FENCE PROJECT,
CAPTIVA ISLAND, FLORIDA**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the Proposal package on or before the specified Proposal opening date. The undersigned Contractor certifies that this Proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this Proposal.

SIGNATURE OF CONTRACTOR

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____

by: _____,
Partner Signature

If a Corporation: _____
Corporate Name

(a _____ Corporation)

by: _____
Signature

Title: _____

Attest: _____ (SEAL)
Corporate Secretary

Business Address of Contractor:

Telephone No: _____ Fax No. _____

Federal ID. No. _____

Contractor's License No.: _____

NOTE: All certifications/licenses **must** be issued in the Contractor's name.

STATE OF: _____ **COUNTY OF:** _____

*The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by
_____ who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

SECTION 50
AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2013 by and between the CAPTIVA EROSION PREVENTION DISTRICT, whose address is 11513 Andy Rosse Lane, Unit 4, Captiva, Florida, 33924, hereinafter called "DISTRICT" and _____ doing business as (an individual), or (a partnership), or (a corporation) whose address is _____ hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project titled Dune Vegetation and Post & Rope Fence Project Captiva Island, Florida.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will substantially complete the work within 150 consecutive calendar days of the NOTICE TO PROCEED.
4. The Contractor agrees to pay the District, as liquidated damages, the sum of \$1,000 for each calendar day that expires after the contract time for substantial completion.
5. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

_____ as shown in the PROPOSAL SCHEDULE.

6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR PROPOSALS
 - (B) INFORMATION FOR PROPOSERS
 - (C) PROPOSAL FORM
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) PAYMENT BOND
 - (G) PERFORMANCE BOND

- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDERS
- (K) MAPS prepared by Coastal Planning & Engineering, Inc. Titled "Dune Vegetation and post & rope Fence Project, Captiva Island, Florida" dated October 2013, will be provided at the pre-construction meeting.
- (L) TECHNICAL SPECIFICATIONS prepared by Coastal Planning & Engineering, Inc., dated October, 2013.
- (M) ADDENDA
 - No. _____, dated _____, 2013
 - No. _____, dated _____, 2013

7. The DISTRICT will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement shall be governed by the law of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in Five (5) copies each of which shall be deemed an original on the date first written above.

(SEAL)

DISTRICT:

CEPD

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

TITLE: _____

(SEAL)

Approved as to correctness of form:

Reviewed for budgetary implications:

Attorneys for CEPD

Internal Service Director

ATTEST:

CONTRACTOR:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

END OF SECTION

**DUNE VEGETATION AND POST AND ROPE FENCE PROJECT
CAPTIVA ISLAND, FLORIDA**

TECHNICAL PROVISIONS

Prepared by:

**Coastal Planning & Engineering, Inc.
October 2013**

**DUNE VEGETATION AND POST & ROPE FENCE PROJECT
CAPTIVA ISLAND, FLORIDA**

TECHNICAL PROVISIONS

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Appendix 1 Florida Department of Environmental Protection Joint Coastal Permit No. 0200269-
001-JC November 9, 2004

**DUNE VEGETATION AND POST & ROPE FENCE PROJECT
CAPTIVA ISLAND, FLORIDA
TECHNICAL PROVISIONS**

1. PROJECT SCOPE.

The CONTRACTOR shall provide all labor, equipment, supplies and materials to perform all operations in connection with: acquiring, transporting, planting, watering and fertilizing the dune vegetation along with installing post and rope fencing, and signs as indicated on the plans and specified herein. The WORK includes the planting of six (6) species of plants in three (3) reaches with dune and beach areas located on Captive Island, FL. Planting areas I, III & V are shown on the plans (Figure TP-1).

The contract will be executed within the time specified in the Agreement and by a schedule proposed by the CONTRACTOR and approved by the DISTRICT. The DISTRICT desires to have all plants, sand fencing, post and rope fencing, and sign with posts installed within 5 months of a notice to proceed. Avoiding sea turtle nesting season is preferred.

The District is a special district, duly organized under the laws of Florida. The District has undertaken a project to plant 170,000 plant units, and up to an additional 75,000 plant units if the additive alternative is accepted, approximately 6,000 linear feet of post and rope fencing and 60 posts with signs along Captiva Island.

2. ORDER OF WORK AND PROJECT SCHEDULE.

As part of the bid, the CONTRACTOR shall provide an order of work outline and project schedule to the ENGINEER and the DISTRICT. The project schedule shall indicate, at a minimum, start of work, construction period, fill placement completion date, and completion of all work. The CONTRACTOR shall propose in the bid the order in which the work will be performed. Post and rope fencing can precede planting.

The DISTRICT's Selection Committee will consider the CONTRACTOR's expertise and demonstrated performance on past projects, management of project along with the price in selecting a CONTRACTOR (see evaluation criteria in the Questionnaire to Accompany Proposal). The DISTRICT will issue a notice to proceed, at which time the CONTRACTOR can start the nursery plant growing process, material acquisition and fence installation. Due to the possibility of concurrent beach nourishment construction as well as changes in beach user density during different seasons, the construction schedule will be coordinated between the DISTRICT and CONTRACTOR before and during the project.

The CONTRACTOR may suggest a substitute for one of the four smaller quantity plants. The CONTRACTOR shall include this exception, along with any other exceptions in the proposal package.

3. PERMITS.

There are no specific equipment restrictions outside sea turtle nesting season (November 1 to April 30).

Permit guidelines for planting dune vegetation during sea turtle nesting season are provided in Appendix A. Sea turtle nesting season runs from May 1 to October 31. All vehicles used on the beach must be ATV types with low (10 psi) tire pressure during sea turtle nesting season. The FWS Biological Opinion is available upon request.

The CONTRACTOR is solely responsible for obtaining, at his or her own expense, all other approvals required for transport of material to the project area. This includes any and all roadway permits, clearances and business licenses required to complete the WORK. Beach vehicle permissions for the use of vehicles on the beach will be coordinated through the CEPD. The DISTRICT will assist the CONTRACTOR in obtaining these permits. The DISTRICT prefers that all planting and fence construction be completed prior to sea turtle nesting season, and this will be considered during the selection process.

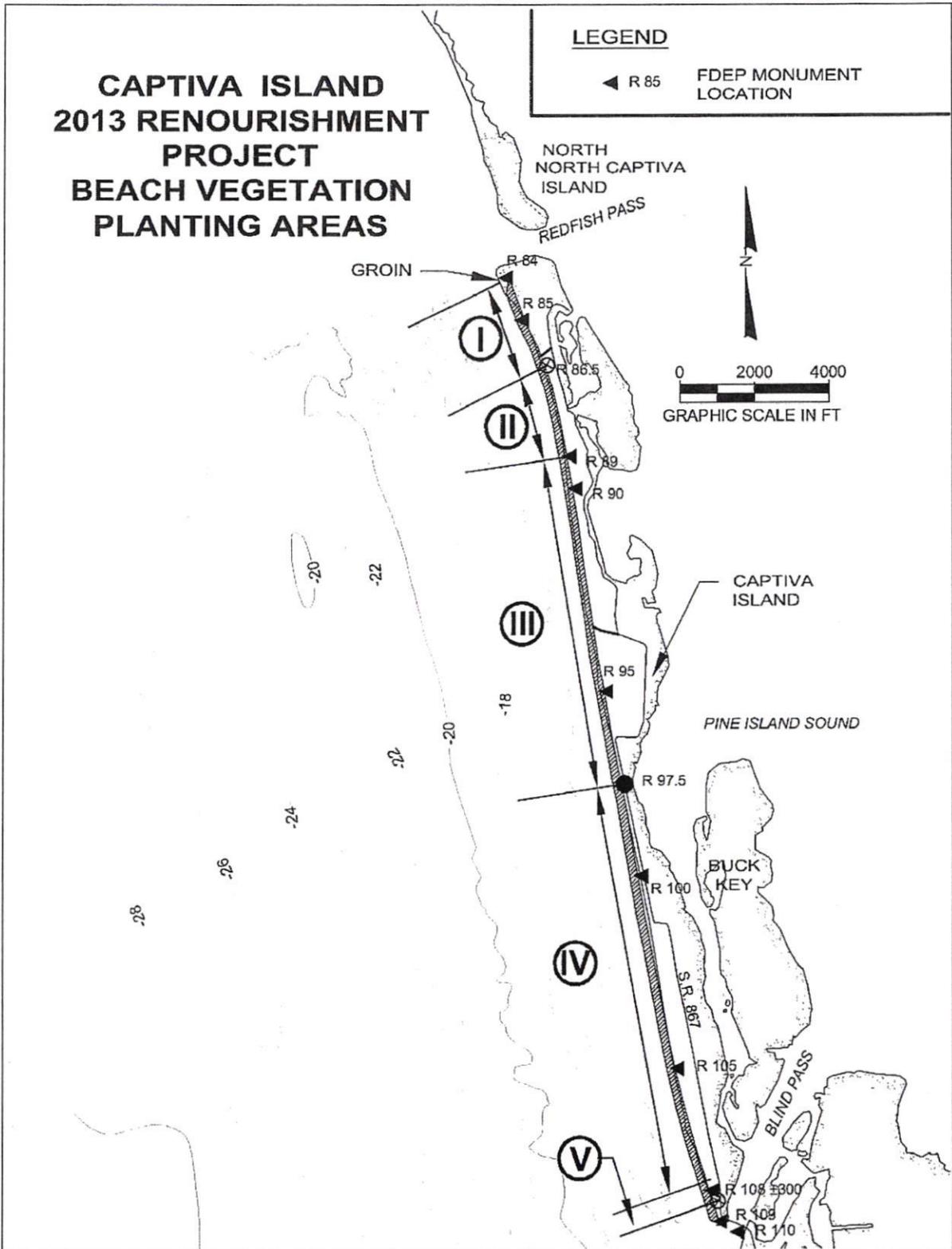


Figure TP-1. Map showing project area limits with reach locations.

4. TRANSPORT OF MATERIALS AND EQUIPMENT.

All material and equipment which is transported to, or away from, the site shall be handled in a manner complying with all Federal, State and local permits, laws and regulations.

5. CONSTRUCTION ACCESS.

The CONTRACTOR shall limit construction access to the beach and dune to the locations shown on the plans or as approved by the ENGINEER or DISTRICT as listed below. While construction activities are underway at a given section of the project area, the CONTRACTOR shall limit all access to that section's construction access, unless otherwise approved by the DISTRICT. The CONTRACTOR shall exercise caution when accessing and driving on the beach and dune. Sections of the beach and dune are heavily used by people during all periods of the year.

The primary access points include Alison Hagerup Park (R-93.5) and Turner Beach (R-109). Light traffic areas include Sunset Beach (R-86) and Andy Rosse Lane (R-94.5).

6. WORK AREA.

The construction area limits available to the CONTRACTOR for accomplishing the WORK are shown on maps to be provided at the time of construction. The CONTRACTOR shall accomplish the WORK in such a manner so as to minimize disruption to traffic on the main road or its adjacent walkways. To minimize disruption to the beach and dune area, staging and storage shall be restricted to areas requested by the CONTRACTOR and approved by the DISTRICT or ENGINEER. The storage areas shall be kept neat and orderly, and in a manner supporting the public safety. During marine turtle nesting season (May 1 through October 31), staging and storage shall be at an off-beach location. If an offsite location is used for staging, storage, or any other purpose, the area's vegetation shall not be damaged, if so the vegetation shall be replaced at the CONTRACTOR's expense.

7. PUBLIC SAFETY.

The CONTRACTOR shall provide and maintain fencing, barricades, warning signals and/or a flag person as required by local, State or Federal regulations if necessary.

8. DAMAGES.

In the event that damage is caused by the CONTRACTOR, the CONTRACTOR shall restore all damage to sidewalks, roads, seawalls, vegetation or any other structure or natural feature to pre-construction conditions or better. All damages to private or public property resulting from the CONTRACTOR's operations shall be repaired by the CONTRACTOR at the CONTRACTOR's expense. The CONTRACTOR will not receive final payment until all damage is restored or addressed to the satisfaction of the DISTRICT.

9. QUALITY CONTROL.

9.1 General. The CONTRACTOR shall provide all quality control necessary to construct this project and achieve the success rate specified. The CONTRACTOR will provide a quality control plan for review and approval by the DISTRICT within five (5) days prior to a pre-construction conference.

9.2 Daily/Weekly Quality Control Report. The CONTRACTOR will be required to prepare a weekly Quality Control Report, and furnish copies to the ENGINEER and DISTRICT on a weekly basis during planting. The CONTRACTOR's weekly Quality Control Report is due at 2:00 p.m. on Wednesday each week. The CONTRACTOR shall provide a daily phone or e-mail report to the ENGINEER and DISTRICT during actual planting and construction operations. Reports shall be provided from the first week of mobilization to the last day of demobilization, including site clean-up. An adequate supply of the forms to be used by the CONTRACTOR will be furnished to the CONTRACTOR at the pre-construction conference, together with additional information and instruction on preparation and submission. The CONTRACTOR will summarize his contacts with the Gulf front property owners on the weekly report to include advanced notice of fence construction and dune vegetation planting; and contacts to collect construction permissions. Example copies of the Weekly Quality Control report appear in Appendix B. The CONTRACTOR may substitute his own quality control report format if:

1. It contains, at minimum, all of the information required by the format example in Appendix B.
2. The CONTRACTOR's quality control report format is approved by the ENGINEER and the DISTRICT.

10. DUNE VEGETATION.

10.1 General. This section describes the planting of dune vegetation. There are five reaches of approximately 25,850 linear feet of shoreline to be planted with dune vegetation. The reaches are identified by FDEP R-monument locations, which are generally 1,000 feet apart, on Figure TP-1.

The CONTRACTOR will be responsible for planning the layout of the plants and fence based on the guidance provided by CEPD and these specifications. The CONTRACTOR will be expected to manage the project on the beach with little day to day supervision. Evidence of this type of experience will be considered during selection.

10.2 Replacement of Existing Dune Plants Damaged by CONTRACTOR. The CONTRACTOR shall preserve and not damage any existing vegetation during the planting process. Any existing or planted dune vegetation that is damaged by the CONTRACTOR during the performance of this contract except as noted above shall be replaced by the CONTRACTOR at no additional cost to the DISTRICT. Replacement plants shall be of the same species, size, and numbers as those damaged and shall meet or exceed the specifications for plant material under the paragraph "Plant Material" below. If equivalent size plants cannot be provided, the CONTRACTOR shall plant two (2) plants for every plant damaged. Unless otherwise directed

by the ENGINEER, the replacement plant(s) shall be installed at the same location as the plant(s) they are replacing.

10.3 Staking Dune Planting Area and Simultaneous Advance Notice to Owners of Improved Lands. The CONTRACTOR will lay out the perimeter of the planting areas two weeks prior to working on an area. The landward and seaward extent of planting will be identified by the CONTRACTOR based on his plans approved by CEPD. Gaps in the existing dune vegetation for beach access will be identified by staking. The seaward staked line will coincide with the proposed post and rope fence line. The CONTRACTOR shall not commence dune planting and fence installation activities prior to verbal approval from the DISTRICT. Once fencing is installed and approved, no additional approval will be required for dune vegetation in the same area. The DISTRICT or ENGINEER will be available to approve the layout and staking as a minimum every two weeks.

Should an owner object, the CONTRACTOR shall immediately inform the DISTRICT, log the objection and skip the parcel. The DISTRICT shall have the right to require the CONTRACTOR to return to complete the skipped work before Final Acceptance and Payment. The CONTRACTOR shall keep a log of all contacts, including the date, name and address of person contacted, manner and place of contact, whether the owner (or the owner's representative) had any special request. An aerial will be provided to the CONTRACTOR at the pre-construction conference.

10.4 Dune Planting. Plants shall be installed per the specifications and plans (layouts) developed by the CONTRACTOR. Details are provided in these specifications. Planting shall avoid blocking any and all private or public beach access points. Access to the beach shall be maintained at each and every apparent beachfront property or road end, and at each and every apparent vehicle, private, or public beach access as directed by the DISTRICT or ENGINEER. All costs associated with the planting and maintenance of dune vegetation, as described in these provisions, shall be included in the CONTRACTOR's proposal.

10.5 Planting Method

10.5.1 Plant Material. Plants used in the project shall originate from the west coast of Florida. All plants used in the project shall have a well-developed root system, meet high standards for health and vitality, have good foliage condition and be free from pest or mechanical damage. Liners containing sea oats and other plants shall have at least two (2) stems per liner, and be at least 8 or 10 inches high above the root ball. Plants used in the project shall have been grown in a manner consistent with the natural habitat of the specific species. Plants that do not meet the above criteria shall be rejected and shall not be incorporated into the WORK. Plants that have been rejected by the ENGINEER/or DISTRICT shall be removed from the site by the CONTRACTOR at no cost to the DISTRICT. Only the ENGINEER or DISTRICT can grant exceptions to the criteria described in their section.

10.5.2 Seed Harvesting. The harvesting of local seed may be required to support all planting. The DISTRICT will provide general seed harvesting

permission and will accept credit for this permission.

10.5.3 Plant Flats. The plants shall be delivered on flats in a consistent dimension to allow the ENGINEER/or DISTRICT to count the delivered plants. Each flat shall contain the same number of plants as specified by the CONTRACTOR.

10.5.4 Planting Scheme. The plants shall be installed in accordance with the plans for the project, and in the percentages shown below. The plans indicate the general planting locations for the following;

Sea oats (*Uniola paniculata*) 80%
Dune panic grass (*Panicum amarulum*) 8%
Beach elder (*Iva imbricata*) 3%
Sea Ox-Eye Daisy (*Borrchia frutescens*) 1%
Dune sunflower (*Helianthus debilis*) 3%
Necklace Pod (*Sephora*) 5%

Sea Oats (*Uniola paniculata*) and Dune Panic Grass (*Panicum amarulum*) shall be spaced 12 inches apart on center with the latter planted towards the seaward side of the planting area. The other four species shall be placed towards the center and rear of the planting area, also spaced at 12 inches apart on center according to the percentages indicated above. The CONTRACTOR shall use his/her best judgment to determine where each species should be planted.

10.5.5 Plant Location on the Beach. The plants will be placed in strips seaward of the existing dune vegetation. These strips will be on the seaward side of the dune crest, dune toe slope and the heightened portion of the landward berm (Figure TP-2). Voids in the existing dune vegetation shall be filled by up to 5% of the available plants. The location and size of these areas will be identified in the field by the ENGINEER/or DISTRICT. Dune and dune scarps will be prepared with beach nourishment as dune vegetation planning is a priority in these areas, which are in region I and III.

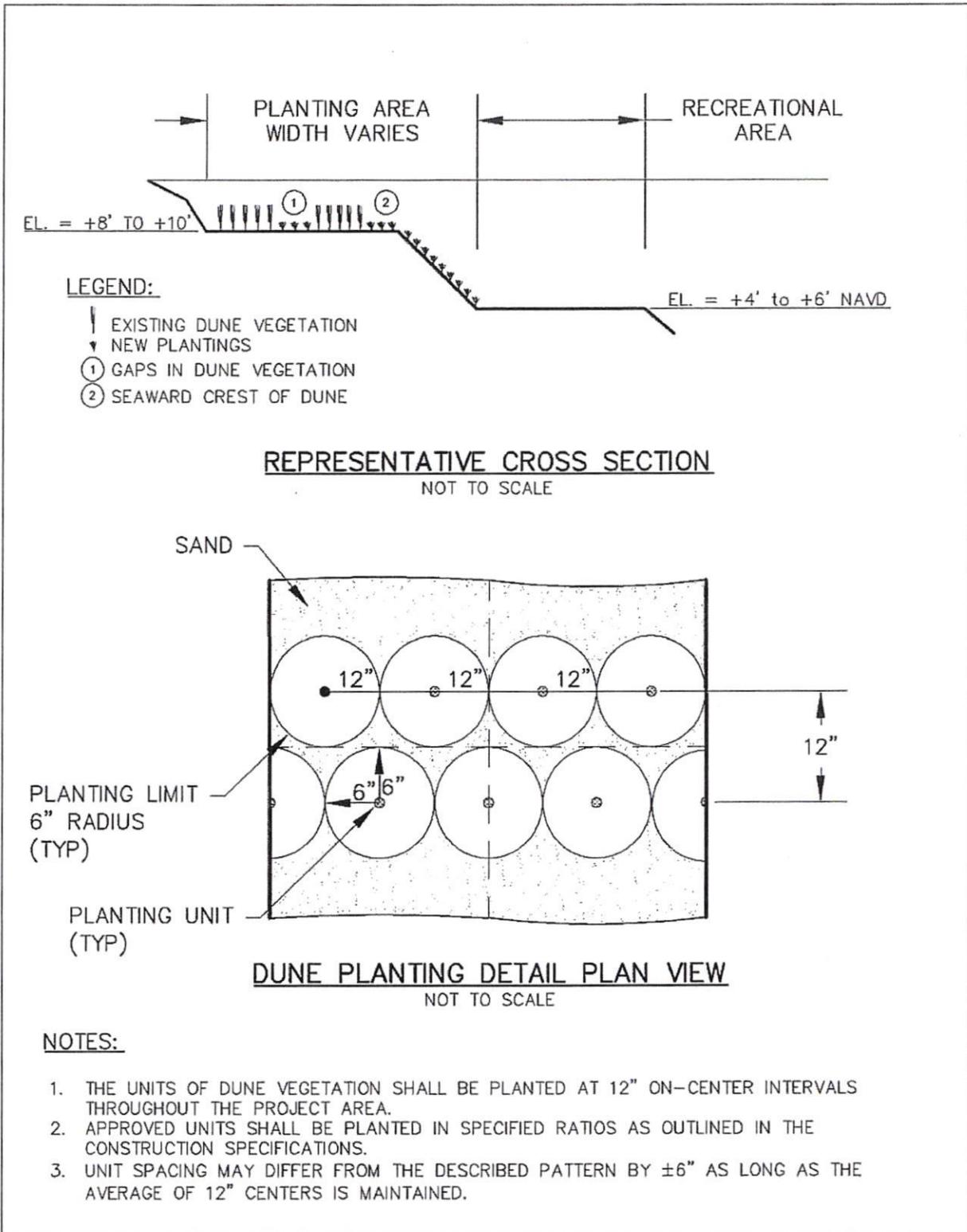


Figure TP-2. Representative cross section and plan view for dune planting.

10.5.6 Plant Age and Root Ball Size. Plants shall be at least 90 days old, as measured from the approximate time of germination, with a desired root ball size of 1 $\frac{3}{8}$ " x 1 $\frac{3}{8}$ ". Plants younger than this specification may be rejected by the ENGINEER. The CONTRACTOR shall provide documentation to the ENGINEER of the location of the seed source, name of the nursery where the plants were grown and approximate time of germination, prior to installing the plant material. Plant specification shall be submitted with the proposal and will be considered as part of proposal selection.

10.5.7 Supervision of Planting. The CONTRACTOR or a representative designated by the CONTRACTOR shall be present at all times during the installation of the dune vegetation. The CONTRACTOR or designated representative shall be thoroughly familiar with the species being installed and the best methods for their installation, and shall direct all WORK performed under this Contract. The ENGINEER/or DISTRICT may adjust any construction plans as the project progresses. The CONTRACTOR or designated representative will take such direction from the ENGINEER/or DISTRICT. The CONTRACTOR will provide the ENGINEER/or DISTRICT an example of the materials along with the proposed installation locations by stakes two weeks prior to installation.

10.5.8 Planting Methodology. The CONTRACTOR shall lay out the WORK to ensure that the proper numbers of plants are placed. The CONTRACTOR shall provide the workers a method to quickly and accurately lay out the planting grid, by use of a flexible template or similar device. The average spacing and density over the zone shall be 12" on center, as shown in Figure TP-2, and the plans or otherwise specified. Plant material and irrigation system (if proposed) shall be installed using hand labor/tools only. The root ball shall be placed at a minimum depth of 6 inches deep within the moist zone of the sand.

10.5.9 Fertilization and Water Retention Gel. Each plant used in the vegetation project shall be fertilized at the time of planting with a controlled slow release granular type fertilizer such as Osmocote 14-14-14 or an equivalent. Application of the fertilizer shall be in accordance with the manufacturer's specifications. This fertilizer shall be incorporated and secured in the planting hole. A polymer gel intended to retain water may also be included in the planting hole with each plant, following the manufacturer's recommendation for gel application. The CONTRACTOR can propose an alternate watering method, or use no gel, but must meet the survival criteria at final inspection. The watering methods must be described in the proposal.

10.5.10 Irrigation. Irrigation is an alternative to the use of gel. Freshwater shall be provided and applied to the planting zones using either a non-scouring spray applicator or an irrigation system installed by the CONTRACTOR, if needed. The CONTRACTOR shall specify means of and schedule for watering to the ENGINEER/or DISTRICT; however, this does not release the CONTRACTOR from his or her responsibilities for plant survival, but is only intended to be informational. The CONTRACTOR shall supply adequate water for the

establishment of all plantings. The CONTRACTOR shall be responsible for obtaining, paying for and applying all irrigation water used for this project. An established irrigation system, (if proposed) shall comply with all permits and approvals for the project. The irrigation system shall be removed after a 90-day Maintenance Period or as directed by the ENGINEER/or DISTRICT.

10.5.11 Maintenance Period. The CONTRACTOR shall maintain and irrigate all plantings, starting at the time of plant installation, and continuing for 90 calendar days from the date the ENGINEER/or DISTRICT has accepted the initial planting work or for a shorter length of time set at the discretion of the ENGINEER/or DISTRICT. Maintenance shall include, but not be limited to, weeding, cultivation, and fertilization, necessary to keep plants in a healthy condition. At the end of the Maintenance Period, the CONTRACTOR shall provide the DISTRICT with written instructions as to the maintenance activities that are required to maintain a healthy plant condition.

10.5.12 Gaps. There are numerous pedestrian and vehicle accesses or pathways that exist through the dune, existing vegetation, and sandy beach. They are randomly located at residential buildings, empty lots and between buildings. Gaps will be provided in the vegetation strip and fencing at each of these locations. The gaps will be at least 20 feet wide at vehicle access points, at least 5 to 7 feet wide at major pedestrian access points, and at least 3 to 5 feet wide for all other pedestrian access points. Most of the vehicle and major pedestrian access points are identified in the plans, and the apparent current width shall be maintained. Some but not all private access points will be identified in the plans. The CONTRACTOR shall use judgment on where to place all pedestrian and vehicular access points based on the existing paths in order to assure that no planting occurs in such a manner as to block any private or public beach access point, or any vehicular access points. Where no previous alignment is apparent, the access paths through the newly planted vegetation shall be constructed at an angle to the beach, preferably 45 degrees from existing shoreline. The CONTRACTOR shall follow the existing pathway orientation and width where established. No gaps shall be perpendicular to the shoreline unless approved by the ENGINEER/or DISTRICT.

10.6 Approvals

10.6.1 General. The DISTRICT or ENGINEER will observe planting performance of the dune plantings following (1) an application for payment for initial planting work, (2) at the completion of the Maintenance Period above and receipt of application for final payment, and (3) at the completion of the warranty period.

10.6.2 Observation and Approval for Initial Plantings. The ENGINEER/or DISTRICT will observe the WORK completed within seven (7) business days of receiving an application for payment for the WORK from the CONTRACTOR,

but no earlier than 14 days after planting. The CONTRACTOR or designated representative shall be present during the inspection. Through observation, the ENGINEER will determine if ninety percent (90%) of the plants are in a healthy growing condition within each acceptance section. An acceptance section will be 500 feet alongshore. Plants will be considered healthy if they meet the criteria in paragraph 10.5.1 and show no stress due to a lack of water. Any plant determined by the DISTRICT not to be healthy shall be replaced by the CONTRACTOR within five (5) days of the observation of the plants. The DISTRICT will provide the CONTRACTOR with a written list of deficiencies. Once the DISTRICT determines that the planting specifications have been met, written acceptance of the initial planting work will be provided to the CONTRACTOR and recommendation for payment will be made by the ENGINEER to the DISTRICT.

10.6.3 Final Observation and Approval at the Conclusion of the Maintenance Period. The ENGINEER or DISTRICT will observe each planting site at the conclusion of the 90-day Maintenance Period and within seven (7) days of receiving a final application for payment from the CONTRACTOR. The CONTRACTOR or designated representative shall be present during the site visit to observe the plantings. The DISTRICT shall verify that a minimum of eighty percent (80%) of the total plants initially installed or replaced within each 500 foot acceptance section are in a healthy condition. This survival criterion may be modified or waived by the DISTRICT in areas where plant survival has been adversely impacted by unexpected pedestrian traffic, vandalism or major storms. If the plantings do not meet this survival criterion, the DISTRICT shall provide the CONTRACTOR with a letter identifying deficiencies. The CONTRACTOR shall replace the unhealthy plants with the appropriate number of healthy plants, as directed by the DISTRICT, within ten (10) days of the final site visit. The cost to replace any plants shall be the sole responsibility of the CONTRACTOR. All warranty and survival provisions and requirements will apply to the replaced plants. Once the ENGINEER verifies that the planting specifications have been met, written acceptance will be provided to the CONTRACTOR and DISTRICT.

10.6.4 Warranty Period. The CONTRACTOR shall guarantee the survival rate, defined in the contract, for initially installed and replaced plants for a period of one (1) year from the date of final inspection and acceptance of the plantings by the ENGINEER.

10.6.5 CONTRACTOR Inspections During the Warranty Period. The CONTRACTOR shall make one periodic inspection of each site about halfway through the warranty period. During the inspection the CONTRACTOR will determine what, if any, changes should occur to insure plant survival. A letter, including any proposed changes, shall be submitted in writing by the CONTRACTOR to the DISTRICT and ENGINEER within fourteen (14) days of the inspection.

10.6.6 Site Visit at the Conclusion of the Warranty Period. The DISTRICT and ENGINEER will observe the planting sites at the conclusion of the one (1)

year warranty period. The ENGINEER will verify that each site conforms to the following criteria: (1) a minimum of eighty percent (80%) of the total plants initially installed or replaced at each site (acceptance section) are in a healthy condition, (2) the initial/replaced plantings cover at least seventy percent (70%) of the surface area of each site (acceptance section), and (3) no more than one percent of the surface area of each site is covered by exotic/non-native plant species. These criteria will be waived by the DISTRICT where plant loss is beyond the control of the CONTRACTOR arising from unexpected pedestrian traffic, vandalism or extreme weather conditions. The ENGINEER will provide the CONTRACTOR with a letter detailing any nonconformance with these criteria and the necessary actions to correct any deficiencies. The CONTRACTOR shall be responsible for correcting any deficiencies within thirty (30) days of the site visit by the ENGINEER, at no cost to the DISTRICT.

11.0 FENCING.

11.1 Post and Rope Fencing

11.1.1 Introduction. Post and rope fencing shall be constructed on the seaward edge of dune vegetation and along each side of vehicle and major pedestrian access. The length of fencing will be approximately 6,000 feet. The location of the fencing shall be determined in the field by the CONTRACTOR based on the guidance from this document and the CEPD. The CONTRACTOR will provide an example of the material at the pre-construction conference. The proposed installation locations shall be staked two (2) weeks prior to installation by the CONTRACTOR.

11.1.2 Wood Materials for Posts. The wooden posts used to create the post and rope fencing shall be round posts, 3 inches in diameter and 7 feet in length (Figure TP-5). The posts shall be Chromated Copper Arsenate (CCA) pressure treated southern pine #2, surfaced to be peeled and de-barked, or better. The minimum retention of the CCA shall be 0.40 pcf. All cuts and drill holes shall be treated according to AWWA standard M4-91. Holes of one (1) inch diameter will be drilled through the area of greatest diameter of each fence post, at 3 inches from the top of each fence post to the center of each hole, to accommodate the rope between the fence posts. Every other fence post may require two holes to accommodate rope ends from spans to either side of the posts.

11.1.3 Rope Materials. The ropes between the fence posts shall be $\frac{3}{4}$ inch polypropylene rope. The rope shall be heat treated to seal the ends and prevent the rope from becoming unraveled. Each individual section of rope will extend over two spans between posts, or approximately 16 feet (two 8 foot segments). Knots will be used to secure the ends of the ropes in the fence. Ropes established between fence posts will not sag, but will be taut, threaded through the one (1) inch holes drilled into the wooden posts. Ropes will be approximately parallel to the ground.

11.1.4 Fencing Installation. Fence posts shall be 8 to 10 feet apart along each fence line, except where the straight fence line terminates to form a corner, or to accommodate an access walkway (TP-5). Fence posts may be less than 8 feet apart, but not less than 4 feet apart. In the event posts must be placed less than 4 feet apart, the immediately adjacent fence post will be repositioned to create a more even spacing. As an example, if after a span of 8 foot spacing of posts, a 2 foot span is required to terminate a fence line (total length of 10 feet for both spans: 8 feet plus 2 feet), the adjacent post will be placed 5 feet from the previous post to create a spacing of posts of 5 feet apart to provide the 10 foot length of two 5 foot spans (three posts with two 5 foot spans). The top of each post shall be 3.5 feet above ground level, with 3.5 feet of the post below ground level. The posts will be established straight and perpendicular to the ground level. The posts shall be oriented such that the axis of the holes drilled into each post coincides with the fence line.

Most of the fencing will be to delineate access points to the beach and channelize the pedestrian and vehicle traffic away from the dune vegetation. The fences will not be connected between access points. Each set of access point post and rope fence will require 80 linear feet, 20 feet each side of the access point and two parallel lines of 20 feet into the beach access.

11.1.5 Post and Rope Fencing Acceptance. The ENGINEER/or DISTRICT will observe fencing installation performance following the receipt of application for final payment. The DISTRICT will observe the WORK completed within seven (7) business days of receiving an application for payment for the WORK from the CONTRACTOR, but no earlier than 14 days after installation. Through observation, the ENGINEER will determine if all fence rope is taut and properly installed, and posts are securely anchored in the ground. Any fencing section determined by the DISTRICT not to comply shall be replaced by the CONTRACTOR within five (5) days of the observation. The DISTRICT will provide the CONTRACTOR with a written list of deficiencies. Written acceptance of the initial fencing work will be provided to the CONTRACTOR and recommendation for payment will be made by the ENGINEER to the DISTRICT.

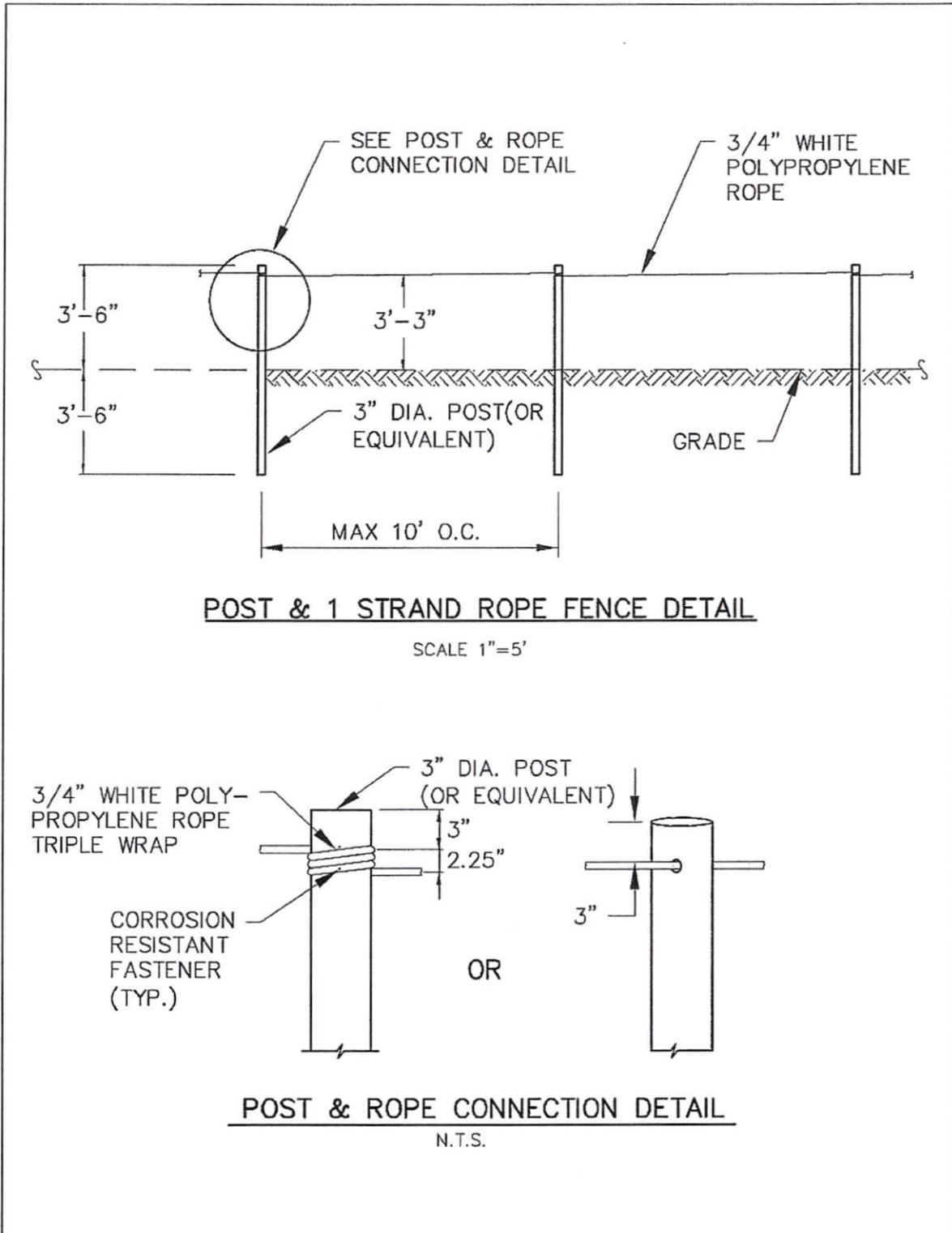


Figure TP-3. Details for post and rope fencing.

11.2 Modifications. The DISTRICT and the ENGINEER reserve the right to make minor modifications in the project design to ensure that the original intent of the design is achieved. The potential modifications may result in an increase or decrease in the number of plants required to meet project specifications, particularly considering areas which may be excluded from planting. Any modification in the number of plants shall not vary by more than thirty percent (25%) of the original contract proposal quantity. Changes in the contract price as a result of any modification will be based on the unit prices as specified in the original proposal, or will be taken from the quantity identified in the add alternative.

11.3 Payment. The CONTRACTOR shall be paid 75% of the amount due on successful completion and inspection of the initial planting, and the remainder on successful completion and inspection after the 90-day maintenance period. If the success rate is less than specified herein, the payment will be reduced proportionally until appropriate remediation is accepted.

12. SIGNS WITH POSTS.

The CONTRACTOR shall mark each planting area with a suitable sign and post at each major pedestrian access or pathway through the new vegetation. The sign will state "Please Keep off the newly planted dune vegetation" or a standard warning sign acceptable to the DISTRICT. The sign will be printed with the CEPD logo, provided by the DISTRICT. The sign will be durable and weather proof and mounted on a post similar to the post and rope fence. The CONTRACTOR shall propose the materials for approval by the DISTRICT. The signs shall be placed on one side of the access faced landward towards any pedestrians entering the beach and another located at the seaward limit facing pedestrians leaving the beach.

13. CONSTRUCTION PERMISSIONS.

The DISTRICT has easements for the maintenance of the beach.

14. NIGHTTIME OPERATIONS.

Nighttime is that period defined as the period between sunset and daylight. Nighttime construction activities will not be allowed.

15. FINAL CLEAN-UP.

The final clean-up shall leave the beach and dune environment in its natural state. Any alterations to points of access or pathways shall be returned to their original condition by the CONTRACTOR, before the area is deemed clean. Final clean-up procedures will be further discussed during the pre-construction conference.

16. CONSTRUCTION PLANS AND SPECIFICATIONS.

A complete set of construction maps and specifications shall be kept at the construction site in a dry location at all times during project construction. Additional sets of specifications will be available from the DISTRICT in Adobe Acrobat digital format for printing by the CONTRACTOR.

17. FINAL ACCEPTANCE AND PAYMENT.

17.1 The ENGINEER's recommendation of final payment will constitute a representation by the ENGINEER to the DISTRICT that the conditions precedent to the CONTRACTOR's being entitled to final payment as set forth in the following paragraphs have been fulfilled.

17.2 The ENGINEER may refuse to recommend the whole or any part of any payment if, in the ENGINEER's opinion, it may be incorrect to make such representations to the DISTRICT. The ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the DISTRICT from loss because:

- (a) The WORK is defective, or completed WORK has been damaged requiring correction or replacement;
- (b) Written claims have been made against DISTRICT or liens have been filed in connection with the WORK;
- (c) The contract price has been reduced because of modifications;
- (d) The DISTRICT has been required to correct defective WORK or complete the WORK;
- (e) The CONTRACTOR has not performed the WORK in accordance with the Contract Documents;
- (f) The CONTRACTOR has failed to make payment to subcontractors, or for labor, materials, or equipment; or,
- (g) The CONTRACTOR is claiming additional planting beyond that measured and calculated using the procedure established in the Contract Documents.

17.3 Unless the DISTRICT and CONTRACTOR agree otherwise in writing and so inform the ENGINEER prior to his issuing the definitive certificate of Substantial Completion, the ENGINEER's aforesaid recommendation will be binding on DISTRICT and CONTRACTOR until final payment.

17.4 Upon written notice from CONTRACTOR that the WORK is complete, the ENGINEER will make a final inspection with the DISTRICT and CONTRACTOR and

will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

17.5 After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and DISTRICT and delivered all maintenance instructions and all other documents as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to DISTRICT) of all Liens arising out of, or filed in connection with the WORK. In lieu thereof and as approved by the DISTRICT, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment bills, and other indebtedness connected with the WORK for which the DISTRICT or the DISTRICT's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond or other collateral satisfactory to the DISTRICT to indemnify the DISTRICT against any lien.

17.6 If, on the basis of the DISTRICT's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR has fulfilled all of his or her obligations under the Contract Documents, the ENGINEER will, within fifteen (15) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the application to the DISTRICT for payment. If the application and accompanying documentation are appropriate as to form and substance, the DISTRICT shall, within forty-five (45) days after receipt of the ENGINEER's recommendation for Final Payment, pay the CONTRACTOR the amount recommended by the ENGINEER. Thereupon, the ENGINEER will give written notice to the DISTRICT and the CONTRACTOR that the WORK is acceptable subject to the provisions of the contract. Otherwise, the ENGINEER will return the application to the CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the application.

17.7 If, through no fault of the CONTRACTOR, final completion of the WORK is significantly delayed thereof and if the ENGINEER so confirms, the DISTRICT shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by the DISTRICT for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in the proposal information the written consent of the Surety to the payment of the balance due for that portion of the WORK fully completed and accepted

shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

17.8 The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any payment by the ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by the DISTRICT to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK of any part thereof by the DISTRICT, nor any act of acceptance by the DISTRICT nor any failure to do so, nor the issuance of a notice of acceptability by the ENGINEER, nor any correction of defective WORK by the DISTRICT shall constitute an acceptance of WORK not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

17.9 The DISTRICT shall have the right to exclude the CONTRACTOR from the WORK after the date of substantial completion, but the DISTRICT shall allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

17.10 The making and acceptance of final payment shall constitute:

(a) A waiver of all claims by the DISTRICT against the CONTRACTOR, except claims arising from unsettled liens, from defective WORK appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the DISTRICT of any rights in respect to the CONTRACTOR's continuing obligations under the Contract Documents; and,

(b) A waiver of all claims by the CONTRACTOR against the DISTRICT other than those previously made in writing and still unsettled.

17.11 CONTRACTOR's Obligation to Complete WORK. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents, and within time limitations, shall be absolute. Neither recommendation of any payment by the ENGINEER, nor the issuance of a certificate of substantial completion, nor any payment by the DISTRICT to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK of any part thereof by the DISTRICT, nor any act of acceptance by the DISTRICT nor any failure to do so, nor the issuance of a notice of acceptability by the ENGINEER, nor any correction of defective WORK by the DISTRICT shall constitute an acceptance of WORK not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

18. CHANGES IN THE WORK.

The DISTRICT shall have the right, within the general scope of the WORK and without notice to any surety or sureties of the CONTRACTOR, to make changes in the WORK, including but

not limited to changes in the Plans, Drawings, Technical Provisions, and Environmental Provisions pertaining to any and all structural work, environmental protection, contract time, contract price, in or to the method or manner of performance of the WORK, in or to equipment materials, service or site, in or to the mode or manner of payment for the WORK, or directing a change in the rate of performance of the WORK. All changes shall, except in the case of emergencies endangering the safety of persons or property, be made by modification of the Contract Documents or by written Change Order duly executed by the DISTRICT, ENGINEER and CONTRACTOR. WORK necessary in connection with emergency changes shall be strictly limited to the minimum necessary to alleviate the immediate emergency; WORK beyond such minimum shall be undertaken only pursuant to a properly issued Change Order received from the ENGINEER. The CONTRACTOR shall promptly comply with any and all written Change Orders issued by the ENGINEER, notwithstanding any disputes. No such change order shall be deemed to invalidate the Contract. Minor change in alignment and layout are excluded from this paragraph.

19. PRE-CONSTRUCTION CONFERENCE.

After the Contract is awarded and before construction operations are started, the CONTRACTOR shall meet with the ENGINEER and DISTRICT at the DISTRICT's office at 11513 Andy Rosse Lane Unit 4, Captiva Island, Florida 33924 to discuss the permits and the Project. This shall be referred to as a pre-construction conference. The conference shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, daily and weekly reports, administration of the system and the interrelationship of the CONTRACTOR, ENGINEER and DISTRICT and their respective inspectors. The length, width, location and acreage of plants shall be provided by the DISTRICT and ENGINEER at the conference. The CONTRACTOR will provide a sample of the plants, posts, rope, fence, sign and other material proposed for the project for the DISTRICT and ENGINEER's approval.

APPENDIX 1

Florida Department of Environmental Protection
Joint Coastal Permit
No. 0200269-001-JC November 9, 2004



INTEGRITY.....KNOWLEDGE.....SERVICE.....COMMITMENT®

September 18, 2013

Board of Directors
Captiva Erosion Prevention District
c/o Kathleen Rooker, Senior Administrative Consultant
P.O. Box 365
Sanibel, FL 33924

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Beginning October 1, 2013, we will perform the following recurring bookkeeping services:

1. Reconcile the following accounts on a monthly basis:
 - a) Bank accounts including the transfer of funds between general and capital bank accounts
 - b) Parking lot credit card transactions
 - c) Parking lot cash receipts
 - d) Payments of non-ad valorem project assessments including payoff of assessment and Tax Collector disbursements to CEPD ledger of assessments
 - e) Disbursements of ad valorem tax payments from Tax Collector to CEPD general account
 - f) Calculate and file state monthly sales tax on parking lot revenues
 - g) Financial reconciliation of all grants and projects
2. Preparation and filing of annual 1099's and Form 1096.
3. Prepare disbursement checks on a bi-weekly basis. We will inform you of our scheduled check run dates and it is your responsibility to provide us with vendor invoices prior to the cutoff date for check processing. Invoices you provide to us for payment must be approved and coded for payment prior to submission to your bookkeeping representative. Checks will then be prepared by Stroemer & Company, LLC and delivered to our Sanibel office. You will sign and mail the checks.
4. Update and distribute monthly financial statements which will include a balance sheet, income statement (current year, prior year/current year), cash disbursements, budget performance (summary and detailed) and reserve accumulations.

Affiliations

Florida Institute of Certified Public Accountants

American Institute of Certified Public Accountants – Management Consulting Services Division/Private Companies Practice Section/Tax Division

1-855-STROEMER

14030 Metropolis Avenue, Suite 200, Fort Myers, FL 33912

Aventura, FL



Fort Myers, FL



Naples, FL



Sanibel, FL

www.stroemercpa.com

Other tasks:

We will provide the following on an as needed basis:

- a) Support Board Treasurer in providing a financial report to the Board of Directors at monthly Board meetings
- b) Wire transfer funds when necessary
- c) Prepare non-ad valorem project assessment roll for Tax Collector (one time per year)
- d) Determine pay off balances of project assessments for real estate sales
- e) Generate Pro Forma budget forecast
- f) Assist in compiling annual budget
- g) Attend monthly Board of Director meetings, annual budget workshops and budget hearings
- h) Provide audit support including compiling schedules and drafting MD&A as requested by auditors
- i) Provide audit documents to State Auditor General and AFR to Florida Department of Financial Services

Our fee for services will be \$2,583 per month.

We reserve the right to withhold our services if any invoice goes unpaid for 60 days; and if the matter is not successfully resolved upon demand, you understand and agree to be liable for the costs of any collection efforts our office deems it necessary to take, to include attorney fees if any attorney is consulted or retained. We reserve the right to withdraw from the engagement for any reason including but not limited to not getting the assistance we need to complete the engagement.

All unpaid invoices shall accrue a late charge at the rate of 1 1/2% per month, and a failure to resolve your account within the allotted time will result in these charges being added to your fees.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. All mediations initiated as a result of this engagement shall be administered by the American Arbitration Association (AAA) and in accordance with the "Mediation Rules for Professional Accounting and Related Disputes" as then adopted by the AAA. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties. In the event of litigation you agree not to sue for damages greater than the amount of our fee, mutually agree to waive a jury trial and the prevailing party is entitled to recover attorney fees.

No service herein anticipated or provided shall be deemed nor intended to be legal advice. No part of any fee paid by the Company to Stroemer & Company, LLC shall in any way be considered compensation for legal services. No advice or suggestions offered, by way of anecdotal or personal experience in any situation is meant to substitute for advice from Company's counsel. This does not preclude the Company from appointing Stroemer & Company, LLC as representative of the Company in

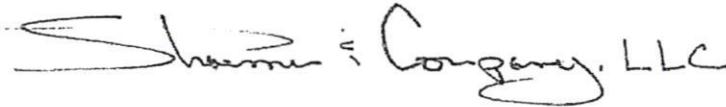
Captiva Erosion Prevention District
September 18, 2013
Page 3

legal proceedings, including but not limited to arbitration, mediation, small claims actions or expert witness testimony for which the Company may compensate Stroemer & Company, LLC.

We are pleased to be able to provide you with the above services. Because our employees are highly qualified, many employers would like to employ our staff on a permanent basis. Because of the extensive training and knowledge our staff has developed, their separation would be a tremendous resource loss to our firm. If any Stroemer & Company, LLC employee, who participates in this engagement, is hired by you for any position during the engagement or within one year after the end of the engagement, we will invoice you for a placement fee of 40% of starting salary. The placement fee would be due and payable on the starting date of the employee.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return a copy to us.

Very truly yours,



Stroemer & Company, LLC

RESPONSE:

This letter correctly sets forth the understanding of Captiva Erosion Prevention District.

Officer Signature: _____

Title: _____

Date: _____



INTEGRITY.....KNOWLEDGE.....SERVICE.....COMMITMENT®

September 18, 2013

Board of Directors
Captiva Erosion Prevention District
c/o Kathleen Rooker, Senior Administrative Consultant
P.O. Box 365
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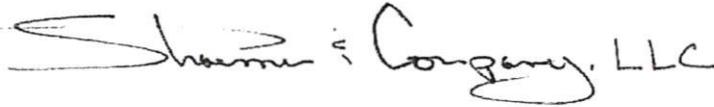
Captiva Erosion Prevention District
September 18, 2013
Page 3

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Very truly yours,



Stroemer & Company, LLC

RESPONSE:

This letter correctly sets forth the understanding of Captiva Erosion Prevention District.

Officer Signature: _____

Title: _____

Date: _____

2014 CEPD Proposed Meeting Date Calendar

*200
Calendar,
Genial
Justin
Nov.
15*

JANUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01 New Year's Day
08 Board Meeting
20 M.L. King Day

04 Independence Day
09 Board Meeting

JULY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

FEBRUARY						
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16	17	18	19	20	21	22
23	24	25	26	27	28	

12-14 FSBPA Tech. Mtg.
17 Presidents Day
19 11 Board Meeting

13 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
					1	2
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31						

MARCH						
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23	24	25	26	27	28	29
30	31					

12 Board Meeting

01 Labor Day
5 Proposed Tentative Budget Hearing*
22 Board Meeting
22 Proposed Final Budget Hearing*
24-26 Rosh Hashanah
24-26 FSBPA Conference
*Tentative dates. Actual dates to be determined after BoCC and School Board set their dates.

SEPTEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
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28	29	30				

APRIL						
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20	21	22	23	24	25	26
27	28	29	30			

09 Board Meeting
18 Good Friday
20 Easter Sunday

3-4 Yom Kippur
08 Board Meeting
13 Columbus Day
31 Halloween

OCTOBER						
S	M	T	W	Th	F	S
			1	2	3	4
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26	27	28	29	30	31	

MAY						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

11 Mother's Day
14 Board Meeting
26 Memorial Day

11 Veterans Day
12 Board Meeting
27 Thanksgiving Day

NOVEMBER						
S	M	T	W	Th	F	S
30						1
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JUNE						
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22	23	24	25	26	27	28
29	30					

11 Board Meeting
15 Father's Day

10 Board Meeting
25 Christmas Day

DECEMBER						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Legend
■ Board Meetings
■ National Holidays
■ Conferences