



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

South Seas Island Resort,  
Alpha Cone Room  
Captiva, Florida 33924

Monday, January 13, 2020  
1:00 P.M.

**CEPD Regular Board Meeting**  
**January 13, 2019**  
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**Agenda  
of the Regular Meeting of the  
Captiva Erosion Prevention District**  
South Seas Island Resort, Alpha Cone Room  
January 13, 2020 @ 1:00 P.M.

1. Call to Order
2. Roll Call
3. Organization of the District Board Nominations
  - a. Vice Chairman – Mr. Walter to acknowledge his election to Vice-Chair
4. Approval of December 9, 2019 Board Meeting Minutes
5. Public Comment
6. Financial Report ending December 31, 2019
  - a. Announcement of new CPA firm, Wiltshire Whitley Richardson English. Jason Smith, CPA in attendance
7. Administrator Report – CEPD Status
  - a. Aptim – Renourishment schedule options
  - b. Steve Kheen meeting
  - c. CEPD letter to Lee County BOCC on behalf of Sanibel for emergency project
  - d. Fifth Third account setup
  - e. Partners in Progress update
  - f. Addition of John Riegert to CEPD staff
  - g. New Hire update
8. ACTION ITEMS
  - a. Resolution 2020-01  
ACTION REQUESTED: Execute Resolution 2020-01 to hire APTIM for phase I construction assistance  
WHY ACTION IS NECESSARY: To partially approve the APTIM Proposal for Captiva and Sanibel Island Beach Renourishment Project Construction Services Assistance up to \$150,000  
WHAT THE ACTION ACCOMPLISHES: To begin the process of APTIM services up to preparing draft construction plans and specifications for the renourishment project

- b. Completion of Carolyn Weaver's consulting services

ACTION REQUESTED: To decide if additional compensation is required and/or necessary as Ms. Weaver has submitted an invoice to the Board for severance.

WHY ACTION IS NECESSARY: To ensure the Board is satisfied with the end of contractual services with Ms. Weaver.

WHAT THE ACTION ACCOMPLISHES: Finalizes contract

- c. Parking Lot Fee Increase

ACTION REQUESTED: Approve motion to charge \$10 per car up to 2 hours, \$15 up to 3 hours, and \$30 for all day. Current rates are \$5 up to 1 hour, \$10 up to 2 hours, \$15 up to 3 hours, and \$20 for all day.

WHY ACTION IS NECESSARY: To alleviate large queues outside of the parking lot on Captiva Drive and remedy visitors from only using the 1-hour option.

WHAT THE ACTION ACCOMPLISHES: Increased revenue and decreased congestion.

- d. Administrative Services

ACTION REQUESTED: Approve motion to continue to contract month-to-month with Joe Wagenti and John Riegert for administrative services

WHY ACTION IS NECESSARY: To approve payment for administrative services NTE \$25,000 total per month

WHAT THE ACTION ACCOMPLISHES: Extends current administration until employment packages are offered and accepted

- e. Estoppel / Payoff Fee Increase

ACTION REQUESTED: Approve motion to increase the search fee for payoff amounts from \$100 to \$200.

WHY ACTION IS NECESSARY: To align costs with services of the administration

WHAT THE ACTION ACCOMPLISHES: Assists in generating increased revenue for beach nourishment

## 9. Old Business

- a. Update on Parking Lot

## 10. New Business

- a. APTIM – Public Access Assessment proposal (for discussion only)
- b. LiDAR Proposals

## 11. Commissioners Comments

## 12. Adjournment

**FINAL REVISED Minutes  
of the Regular Meeting of the  
Captiva Erosion Prevention District**  
South Seas Island Resort, Alpha Cone Room  
December 9, 2019 @ 1:00 P.M.

Commissioners Present: Mike Mullins, Chair; Michael Lanigan, Vice Chair; Harry Kaiser, Secretary; Dick Pyle.

Excused: Bob Walter, Treasurer

Staff Present: Joe Wagenti, Carolyn Weaver, Sherry Kanzius

**1. Call to Order**

Chairman Mullins called the meeting to order at 1:00 p.m.

**2. Roll Call**

The chair called the roll and the results are outlined above.

**3. Organization of the District Board Nominations**

Chairman Mullins led the year's organization of the Board.

a. Chairman – Commissioner Lanigan nominated Mike Mullins continue as the Chair.

Chairman Kaiser seconded the motion. Discussion ensued with Mr. Mullins indicating the position is currently creating a burden on his time and he would request a division of effort with the other Commissioners moving forward.

Mr. Mullins was appointed in a 3:1 vote (Mullins voted no).

Mr. Mullins accepted the appointment

b. Vice Chairman – Commissioner Lanigan nominated Bob Walter as the Vice Chair.

Commissioner Pyle seconded the nomination. Bob Walter was unanimously appointed, assuming he is willing to accept the position.

c. Secretary – Commissioner Lanigan nominated Harry Kaiser to retain the office of Secretary. Commissioner Pyle seconded the motion. Harry Kaiser was unanimously appointed and accepted.

d. Treasurer – Commissioner Lanigan nominated Dick Pyle to the office of Treasurer. Commissioner Kaiser seconded the nomination. Dick Pyle was unanimously appointed and accepted.

**4. Approval of November 12, 2019 Board Meeting Minutes**

Commissioner Kaiser moved that the minutes be accepted with the revisions that were made and distributed in the final Agenda and Materials packet. Commissioner Pyle seconded the motion. Motion passed unanimously.

**5. Public Comment**

Joel Couette, City of Sanibel, reported on the Sanibel/Captiva Road Protection project. The DEP

permit was issued two weeks ago. Humiston & Moore sent the technical specs to the city. They are moving forward, currently waiting for costs numbers. The plan is to have the rip rap and bulkheads completed before turtle season starts on May 1, 2020.

Chairman Mullins discussed the Interlocal Agreement (ILA) between Captiva, Sanibel and Lee County that expired in 2015. Mr. Couette had reported back to James Evans after the last Board meeting that the 2020/21 Captiva Beach Renourishment was not to include any sand on Sanibel. Mr. Evans reached out to CEPD. Chairman Mullins spoke with him. There is a meeting on Wednesday between the county (Steve Boutelle), the city (James Evans) and CEPD (Chairman Mullins and Joe Wagenti) to discuss a new ILA and moving forward to include northern Sanibel (Bowman's Beach to Blind Fish Pass). More information will be available to the Board in January after the meeting.

Commissioner Lanigan asked when the current Sanibel project will start. Mr. Couette did not know, but anticipates more information after Mr. Evans meets with Mr. Boutelle.

Chairman Mullins shared that over the weekend he talked with Tom Pierro who indicated there is plenty of time to cultivate a new plan utilizing the maximum amount of sand for the project.

6. Financial Report ending November 30, 2019

Mr. Wagenti shared two concerns with the report: 1) there is \$16,000 in interest that had not been previously reported; 2) there is \$24,061.31 under "Monitoring – Sea Turtle" that needs to be moved to "Post Const Survey & Report." Commissioner Pyle requested that the report be finalized 3-4 days prior to the Board meeting for his review.

7. Administrator Presentation – CEPD Status

Mr. Wagenti discussed the components of the CEPD, specifically the Beach Engineering Projects. All categories contain three divisions; Component Description, Next Steps, and Outcome.

**Project Scheduling/Strategy**

Component Description:

- Reschedule to 2020/21/22
- Potential Flexible Construction Period
- Include Alternative Prevention Methods (eg. Sand Engine)

Next Steps:

- Obtain APTIM Cost Estimates for different project options and distribute to Board members
- Convene Board working sessions to discuss and finalize project schedule/strategy

Outcome:

- Board approved schedule and strategy

**Improving Beach Access**

Component Description:

- Additional Public Parking and Bike Racks

- Signage
- Trolley
- Other TBD Alternatives

Next Steps:

- Obtain and distribute APTIM analysis
- Establish a CEPD sub-committee to identify and recommend alternatives
- Need Board help to create partnerships to share existing Public parking

Outcome:

- Qualify for Federal funding
- Increase State funding

Chairman Mullins discussed the community sensitivity and the subcommittee being formed. He, Joe Wagenti and Steve Keehn will be meeting this Thursday to discuss other TBD alternatives. Commissioner Pyle stated that people need to know alternatives. Chairman Mullins mentioned using existing parking, or adding signs at Wightman or Laika. We are strictly in the analysis stage and looking for feedback. Commissioner Lanigan mentioned how he would never go down those lanes with the signs that are currently there. Commissioner Pyle would like the CEPD to remain a neutral party. Commissioner Lanigan stated that we have to make those decisions. Chairman Mullins discussed the possibility of providing a reduction to the people who are affected by the changes, possibly paying a share of the funding from that area. The community will either benefit or have consequences to any changes. Commissioner Lanigan raised the Ad Valorem issue. Chairman Mullins mentioned the deal that was made with Lee County and the property owners on those two lanes, making them private. He also mentioned that South Seas should do a feasibility study if they want to switch lots.

Project Funding consists of Federal Funding, State Funding, Lee County Funding, Funding for Sanibel northern reaches, Reserves/Storm Reimbursement, and Loan Funding.

**Federal Funding**

Component Description:

- Federal government possibly grant funding to qualified projects
- If federal funding provided, Army Corps of Engineers must manage the project

Next Steps:

- Reestablish relationship with Army Corps of Engineers
- Determine the gap, if any, between Captiva qualification for ACOE funding and ACOE requirements for funding
- Perform cost benefit analysis of ACOE involvement
- Improve Captiva qualifications if necessary
- Reapply for funding

Outcome:

- Cost benefit analysis of federal funding and ACOE involvement
- If cost beneficial, obtain Federal funding

Discussion in this area revolved around there still being no clear bath with USACE. Chairman Mullins discussed the need for help from people who have experience with/understand lobbyist.

#### State Funding

##### Component Description:

- Obtain and optimize a timely FDEP Grant to partially fund the project

##### Next Steps:

- Find and engage an effective state level lobbyist to collaborate with CEPD to maximize FDEP and other state funding grants
- Coordinate and facilitate Grass Roots advocacy
- Enroll advocates into supporting CEPD funding (e.g., Chambers of Commerce, Lee County BOCC, and Legislative Delegation)
- Understand recoupment process

##### Outcome:

- Engage effective Lobbyists
- Optimal and timely FDEP funding

Mr. Wagenti mentioned the advocacy letters distributed in the November board packets. Commissioner Lanigan asked if the larger the project, the greater the share? No, the percentage rate does not increase. Commissioner Kaiser remembers the cost rises if the federal gets involved. Commissioner Lanigan said that at the panel meeting that was denied to be true by Chairman Mullins. Chairman Mullins said we need a cost benefit analysis by a company that does not have a special interest (as APTIM might). Mr. Wagenti asked about when the money comes in. He will talk with the bankers this week about that. Chairman Mullins reminded that the Captivans voted to support the cost at \$18M.

#### Lee County Funding

##### Component Description:

- Obtain an optimal and timely Lee County Grant to partially fund the project

##### Next Steps:

- Obtain bed tax data for each of the past 10 years/ ongoing
- Obtain sales tax data for each of the past 10 years/ ongoing
- Obtain statistics about federal, state, and county revenue generated by every \$1 of beach nourishment funding.
- Develop a whitepaper and talking points to justify optimal county funding
- Negotiate county funding / Understand recoupment process

##### Outcome:

- Documented sales and bed tax data and revenue statistics
- County funding whitepaper
- Optimal and timely Lee County funding
- Develop an SOP

Mr. Wagenti reported they are getting started with Lee County this week. Commissioner Lanigan asked if there is a template of the project on where the money comes from and how to get it? Mr. Wagenti reported we are looking into that. Chairman Mullins stated that there is a 2% administrative fee that can be added to the assessments when the property owners don't pay at one time. We should look into that. Commissioner Pyle asked how does Kevin Ruane stand on Captiva renourishments? Chairman Mullins said he has been supportive. Mr. Wagenti reported that there will be SOPs created for Federal, State and Lee County funding. Chairman Mullins is going to fight for the bed tax information to be used in a white paper to support increase funding by county.

#### Sanibel northern reaches Funding

##### Component Description:

- Obtain an optimal cost share to include Sanibel northern reaches in the project

##### Next Steps:

- Explore an ILA with Sanibel and Lee County
- Consider advance payment rather than arrears

##### Outcome:

- Incorporate Sanibel into project
- Increased DEP funding/ranking due to incorporation
- Funding for Sanibel northern reaches

Chairman Mullins reported that including Sanibel should increase the funding. Mr. Couette stated it is usually from Blind Pass to Bowman's Beach, which has significant public access. Also, he stated that Ding Darling has had some significant administrative changes.

#### Reserves/Storm Reimbursement

##### Component Description:

- Consider CEPD reserves and apply FEMA reimbursement from Hurricane IRMA to project cost when appropriate

##### Next Steps:

- Confirm fund balances with accountants

Chairman Lanigan asked if there is a sunset time on FEMA. Ms. Weaver answered yes, but it can be extended.

#### Loan Funding

##### Component Description:

- Obtain a bridge loan to pay project costs until receipt of funding from funding sources.

##### Next Steps:

- Engage Bond Attorney
- Negotiate the loan

##### Outcome:

- Schedule a bridge loan relative to project cost/funding sources

#### Oversight of Technical Project

Component Description:

- Maintaining an awareness of the project status and progress
- Ensuring the project is on budget, on schedule, and within quality and quantity requirements and escalating issues to the Board as necessary

Next (not immediate) Steps:

- Negotiate contracts with vendors
- Obtain project plan
- Periodically review performance against plan, escalating issues as necessary

Outcome:

- Technical project completed on time, on budget within quality and quantity requirements and, if not, contractual penalties paid by vendors

## Project Communications

Component Description:

- Ensuring the stakeholders are informed about project status through beach briefs, newsletters, town hall meetings, public notices, newspaper advertisements, website, and board meeting.

Next Steps:

- Develop a communications plan for the project

Outcome:

- Captiva citizens, visitors, police department, and fire department are well informed throughout project
- Dynamic and intuitive construction schedules maintained on CEPD website starting as soon as dates are known

Chairman Mullins stated there will be a construction schedule maintained on the website regarding the project on the beach.

## Surge Protection

Component Description:

- Strengthening the dune system through increased vegetation, to be planted concurrent with sand placement

Next (not immediate) Steps:

- Work with APTIM to issue RFP
- Execute bid process and select vendor

Outcome:

- Increased vegetative dune coverage
- Better retention of sand between renourishment projects

Chairman Mullins mentioned Linda Laird asked if we can get plants managed not only when they are planted but also after they've grown.

## Captiva Apportionment/Assessment

Component Description:

- Calculating, invoicing, and collecting each property owners share of the beach renourishment project cost

Next Steps:

- Revise apportionment methodology
- Finalize revisions with the Board

Outcome:

- Board approved apportionment methodology for the project

Mr. Wagenti reported this PowerPoint presentation is a working model that will have quarterly revisions. Commissioners shared concerns that it is important to get the word out now, and share the issues. Commissioner Lanigan requested a copy of the scoring the DEP uses be distributed to the Board members. Chairman Mullins shared he and Dave Jensen had reviewed the LGFR prior to the submission and didn't like the answers to their questions.

Commissioner Lanigan asked if the property owners are still paying for the 2013/14 renourishment when the first bill comes for the next renourishment? That will be researched and an answer given at the next board meeting.

Chairman Mullins discussed wanting to use the Redfish Pass sand instead, since that sand is closer, but its use is limited to the northern half of Captiva only. HE also wants to institute the 2% administrative fee to accumulated reserves.

Discussion was held about delaying the renourishment by one year. Chairman Mullins stated that if we can give the time frame of anytime within 18 months, it brings down the costs.

## 8. ACTION ITEMS

a. Resolution 2019-14

ACTION REQUESTED: Approve Resolution 2019-14

WHY ACTION IS NECESSARY: To approve Wiltshire, Whitley, Richardson & English, P.A. as new CPA for bookkeeping services. Monthly cost will be: \$2,500 for 2020; \$2,550 for 2021; and \$2,600 for 2022.

WHAT THE ACTION ACCOMPLISHES: Approves switching from Stroemer & Associates to Wiltshire, Whitley, Richardson & English for CEPD accounting services.

Commissioner Pyle made the motion to approve the contract for one year, with an early termination clause. Commissioner Lanigan seconded the motion. Mr. Wagenti read the Resolution into the record. Resolution approved unanimously with that change.

b. Humiston & Moore Peer Review

**ACTION REQUESTED:** Approve motion to hire Humiston & Moore to peer review of the design reports for the upcoming nourishment project.

**WHY ACTION IS NECESSARY:** To approve time and materials professional services of Humiston & Moore NTE \$14,454

**WHAT THE ACTION ACCOMPLISHES:** Hires Humiston & Moore to complete a peer review for the upcoming nourishment project, cost NTE \$14,454

This is being carried over to the January meeting. We will ask a Humiston & Moore representative to attend that meeting to explain the scope of work.

c. Consulting Services – Partners in Progress (Bob Gray)

**ACTION REQUESTED:** Approve motion to provide monthly consulting services

**WHY ACTION IS NECESSARY:** To approve payment for administrative services NTE \$24,999 total during 2020

**WHAT THE ACTION ACCOMPLISHES:** To be used as needed for District support  
Chairman Mullins reported that he, Bob Gray, and Joe Wagenti had 3 long, intensive days this last weekend. The cost will be \$2500 per working weekend and includes travel. Commissioner Kaiser voiced his concern about loading ourselves up with too many consultants. Chairman Mullins doesn't think we are. Work needs to get done and he's getting frustrated. Commissioner Lanigan stated Administration was not left in good standing to be run efficiently. He believes they should bring in a consultant at a reasonable rate.

Commissioner Lanigan made the motion to approve utilizing Partners in Progress for up to \$24,999. Commissioner Pyle seconded the motion. Motion carried unanimously.

d. Administrative Services

**ACTION REQUESTED:** Approve motion to continue to contract month-to-month with Joe Wagenti and Carolyn Weaver for administrative services

**WHY ACTION IS NECESSARY:** To approve payment for administrative services NTE \$24,999 total per month

**WHAT THE ACTION ACCOMPLISHES:** Keeps the same administration in place until employment is approved, offered, and accepted

Motion was changed to read, "Approve motion to authorize the Chairperson to engage administrative services NTE \$20,000." Commissioner Pyle moved and Commissioner Lanigan seconded. Motion carried unanimously.

Commissioner Lanigan asked if someone knows an HR person that could help us with this process. It was suggested we ask Commissioner Walter if his HR director could help.

e. Fifth Third Transfer

**ACTION REQUESTED:** Approve motion to transfer funds from checking account into an investment account at Fifth Third

**WHY ACTION IS NECESSARY:** To approve Administration to transfer the funds for investment

**WHAT THE ACTION ACCOMPLISHES:** Allows approximately \$3,000,000 to be used for investments instead of remaining in checking account gathering no interest.

Commissioner Pyle reported that there is \$3m in excess cash in a money market account. Commissioner Lanigan moved and Chairman Mullins seconded the motion. Discussion reviewed liquidity and the Bond Portfolio Analysis. Motion carried unanimously.

f. Mark E. Raymond, Bond Counsel

**ACTION REQUESTED:** Approve motion to hire Mark E. Raymond at \$15,000 plus costs.

**WHY ACTION IS NECESSARY:** To approve costs associated with bond attorney for the 2020/2021 Beach Renourishment

**WHAT THE ACTION ACCOMPLISHES:** Hires Mark E. Raymond as Bond Counsel for the renourishment funding, at a flat rate of \$15,000 plus costs, to be billed at closing.

Commissioner Pyle moved and Commissioner Lanigan seconded. Discussion included that we Mr. Raymond has been our bond counsel for the last few renourishment projects; the other bid received was over \$27,000. The motion was unanimously passed as long as the \$15,000 rate is kept through 2022.

g. SOP for Emergency Beach Cleanup

**ACTION REQUESTED:** Motion to approve SOP for Emergency Beach Cleanup

**WHY ACTION IS NECESSARY:** To set standard procedures for Administration to follow when experiencing emergency beach cleanup occurrences such as (but not only) dead fish during red tide events.

**WHAT THE ACTION ACCOMPLISHES:** Sets standards that provide Administration with guidelines to follow during emergency beach cleanup occurrences.

Commissioner Pyle moved and Chairman Mullins seconded the SOP for Emergency Beach Cleanup. It was passed unanimously. Chairman Mullins asked that the staff create a system for SOP changes that are only small changes, like typographical errors, so they don't need to come before the Board again.

9. Old Business

a. Emeritus Board Member

Rule 3.02 – Appointment of Emeritus Commissioner was brought before the Board.

Commissioner Lanigan moved it be approved with the first line changed to read, “There shall be a category of Board member known as a Board Member Emeritus who is nominated **by the Chairperson** and elected by the Board of Commissioners.” This was seconded by Chairman Mullins. It was approved unanimously.

Chairman Mullins nominated Rene Miville to the Board Member Emeritus position. Commissioner Pyle made the motion and Commissioner Lanigan seconded. Motion

carried unanimously.

b. Lobbying

Chairman Mullins stated he has no experience, although he has called on legislators personally. He'd like to reach out to subcommittees to help find a lobbyist. Mr. Wagenti stated that he reached out to our association memberships. Commissioner Pyle suggested Chauncy Goss. He will reach out to Mr. Goss. Chairman Mullins reach out to Mr. Pinsky. Peter Uchino from FSBPA gave us a name. Discussion held regarding contacted Lisa Armbruster, former FSBPA. Commissioner Pyle feels we should be able to get 3-4 choices by reaching out to contacts.

c. Update on Parking Lot

Mr. Wagenti reported on the final site plan. He wants to continue this project into permitting, which will take 90-120 days. This will provide 2 handicapped spaces and bring in the toilets. The pavers will be installed so that they are removable. The water and power are located at the corner of the lot and will need some construction to bring to where they need. We are currently spending \$130 monthly to store the trailer.

Commissioner Lanigan asked Mr. Wagenti to quantify how long it will take. Mr. Wagenti said he just met with the contractor. We'll get a proposed schedule from them and share it with the Board. We will lose about 6 parking spaces, partly due to the engineer only being willing to approve the area within the box (on the specs). The left side of the lot is owned by Lee County; the right side by South Seas Island Resorts.

Chairman Mullins discussed a contract that refers to a perpetual easement from the owner of the lot, a third party that has the title. We need to find that document.

Commissioner Pyle asked about losing a % of funding if we lose 6 spots; the answer is currently unknown.

Because the Board previously approved this project, there is no motion currently needed.

10. New Business

None

11. Commissioners Comments

None

12. Adjournment

The Chairman adjourned the meeting at 3:38 p.m.

Jan 8, 2020

Tom Pierro email:

This is to follow up on your request to look into updated project volume and potential options based on the latest survey and different fill templates for cost projections.

To first explain the background of this information, I located the presentation that we gave the Board on June 6, 2018 that summarized the history of the project and presented the draft 2018 design and benefits analysis. I have attached a PDF of the presentation here for your reference but please note that the costs presented at that time were the initial draft costs, which were updated based on feedback from the meeting and submitted in the final report dated August 2018. Of particular interest is the comparison to the previous 2010 study (for the 2013 project) shown on slide 24 of 27, where you can see the design modifications that were implemented as a result of discussions with the Board over time. Most notable is the move to a uniform beach width (Design Basis) and increase in Renourishment Interval from 8 years to 10 years. Both of these items increase the sand volume, and subsequent project cost of the project. Please keep this thought in mind as you review the following information:

The table below has the volume from the 2018 report (Oct 2017 survey) for two different templates (proposed design and full permit) and the update of those estimates with the Sept 2019 survey, plus a new estimate for re-constructing the 2013 project in Sept 2020. The estimated 2020-21 construction volumes are projected with an estimated annual erosion rate to account for additional erosion from the time of the Sept 2019 survey until construction starts. The cost numbers in the bottom row are shown as differences (+/-) compared to the project estimate provided in the 2018 report. We can rebuild the total project cost once we have an option targeted, but please consider these as deltas (not totals) for comparison purposes from the current estimate at this time. Additional notes are provided below the table.

2020-2021 Captiva Island Beach Nourishment Project Options					
DRAFT FOR REVIEW AND DISCUSSION PURPOSES					
Item	2018 Engineering Design (2018 Report)	Full Permitted Template (2018 Report)	2018 Engineering Design (2019 Update)	Full Permitted Template (2019 Estimate)	2013 Construction Template (2019 Estimate)
Design Berm Basis	Uniform	Maximum	Uniform	Maximum	Hybrid
Renourishment Interval	10 Years	8-10 Years	10 Years	8-10 Years	8 Years
Beach Condition Survey	October 2017 Survey		September 2019 Survey		September 2019 Survey
Fill Template Volume (CY)	654,000	1,010,000	863,000	988,000	545,000
Projected Erosion* to Sept 2020 (CY)	246,000	246,000	50,000	50,000	50,000
2020-21 Construction Estimate (CY)	900,000	1,256,000	913,000	1,038,000	595,000
Volume Difference from 2018 Design (CY)	0	356,000	13,000	138,000	-305,000
Sand Cost Difference (Unit Price = \$19.20/CY)	\$0	\$6,835,200	\$249,600	\$2,649,600	-\$5,856,000

\*Estimated from Annual Monitoring Reports and Redfish Pass Inlet Management Study Sediment Budget

Summary points for further discussion:

- The 2018 design based on the October 2017 survey and updated estimate of that design on the September 2019 survey are very similar (~13,000 CY difference).
- The 2018 design accounts for a uniform beach width and renourishment interval of 10 years (time until next project, i.e. 2030-31).
- The full permit template (maximum allowed by regulatory approvals) would accommodate larger volume and result in commensurate higher costs.
- The 2013 project had a hybrid design width (truncated in the north) and a shorter renourishment interval of 8 years, thus a lower volume.
- If the 2013 project template was reconstructed in 2020-21, the volume estimate could be reduced by approximate 300,000 CY, saving nearly \$6M in sand cost.
- Storms are not included in these estimates beyond typical average conditions; a major storm impact may require design modifications.
- The unit price of sand is based on the estimate from the 2018 Engineering Report as explained in Section 11.1 (page 34).

**Agenda**  
**Michael Mullins, Chairman CEPD**  
**Steve Keehn, APTIM**  
South Seas Island Resort, Peacock Cone Room  
December 11, 2019 @ 10:30 A.M.

A) Beach projects discussion:

- 1) Public access matters
- 2) Captiva Jitney/Trolley
- 3) Public Oasis in the village
- 4) generally improving cost shares
- 5) Project delay to 2021/2022 ramifications

B) Resiliency:

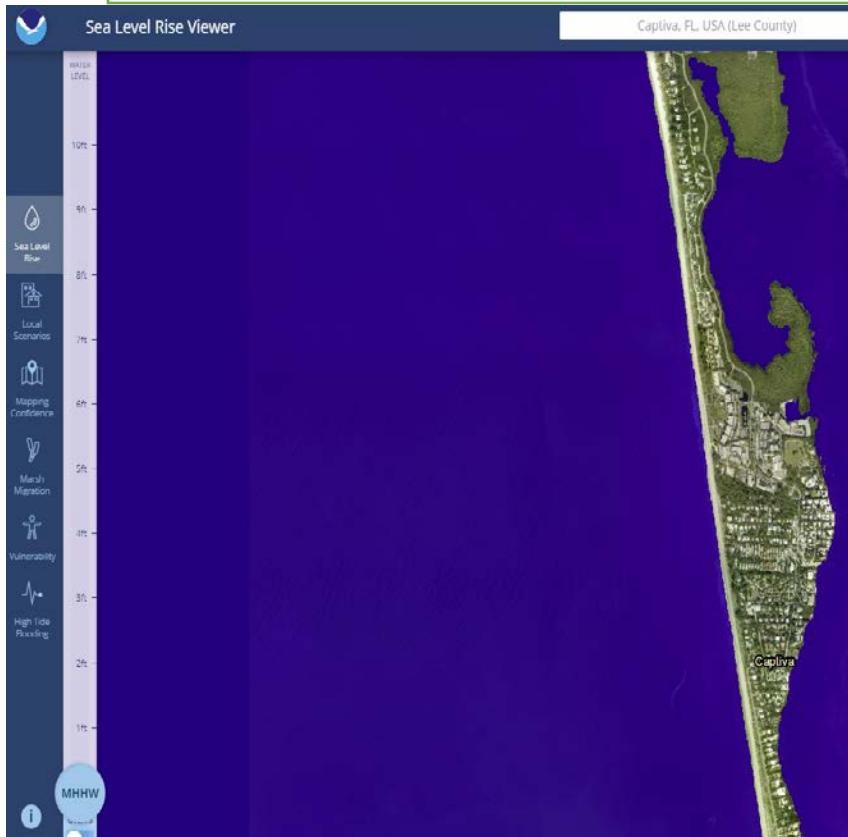
- 1) Steve briefs us on his awareness of available Lidar data, high water and timelines for SLR;
- 2) Other community's SLR experiences, efforts of FDEP, ACOE.
  - a) East coast compact for SLR, Miami efforts, etc. other East Coast info.
  - b) then West coast compact status, Collier County SLR initiatives, Naples, other FL.SLR

C) Steve to provide data per discussion with Mike

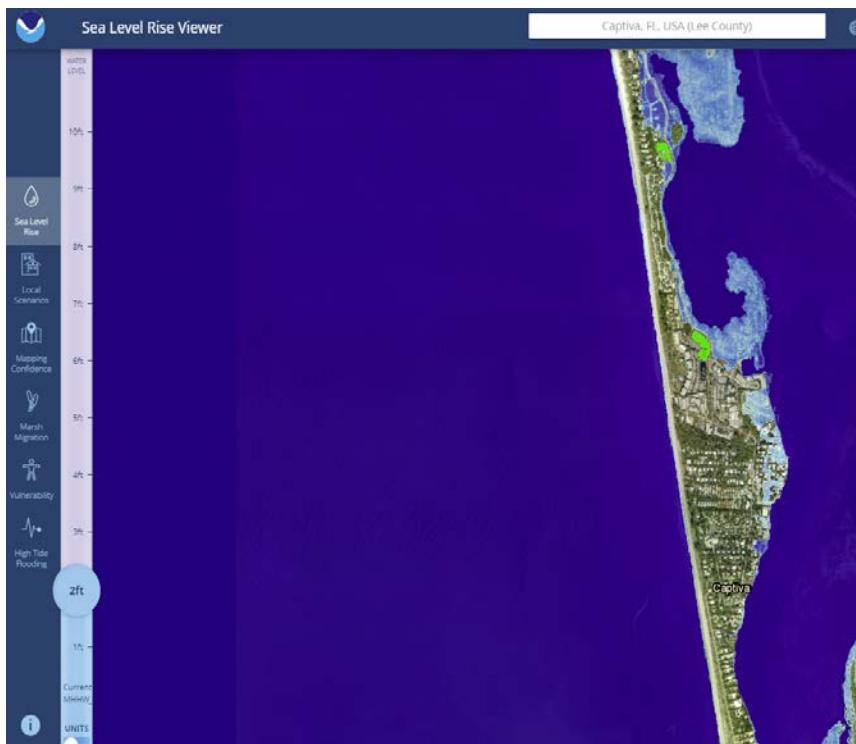
D) General discussion (may include)

## NOAA Sea Level Rise Viewer

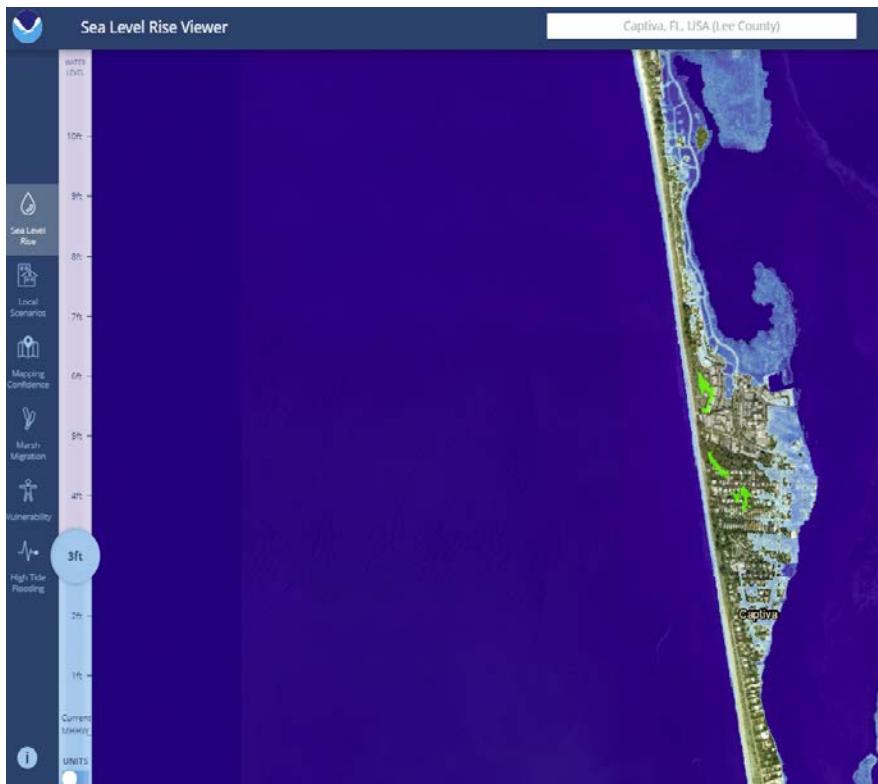
<https://coast.noaa.gov/slriser/>



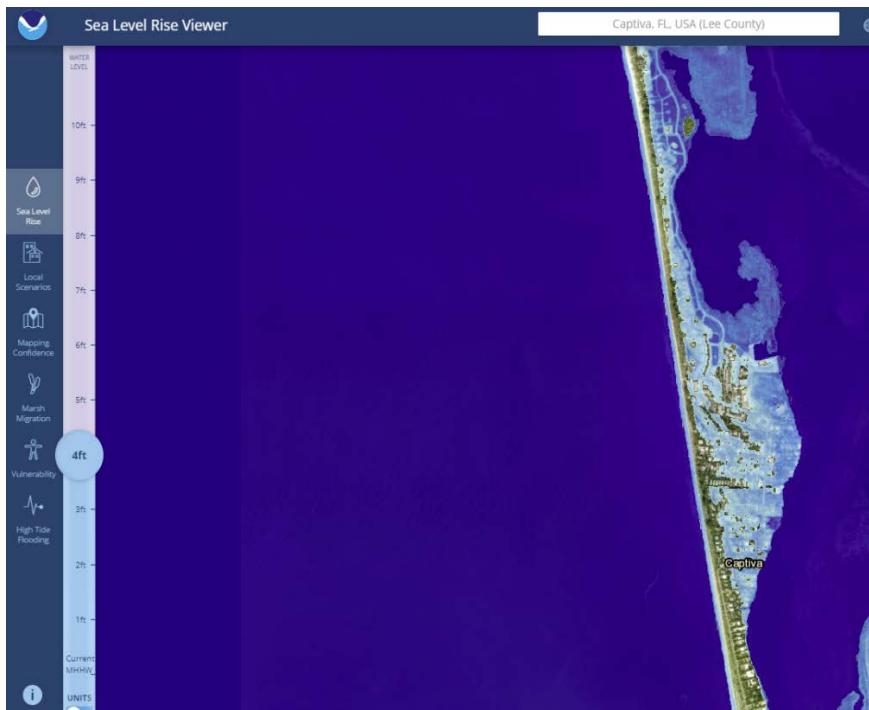
**Mean High Water  
(Current Condition)**



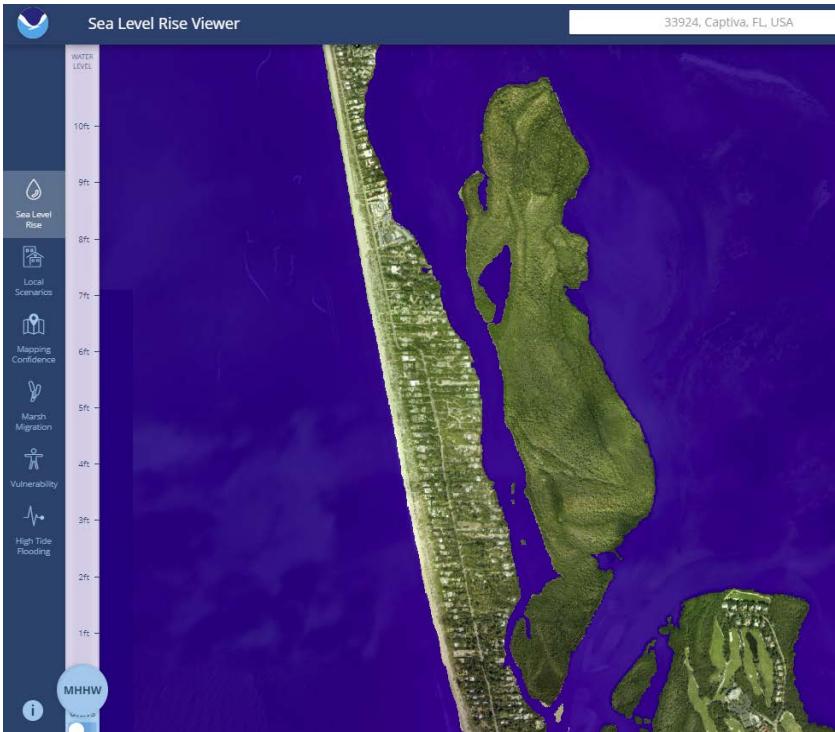
**2 ft. Sea Level Rise**



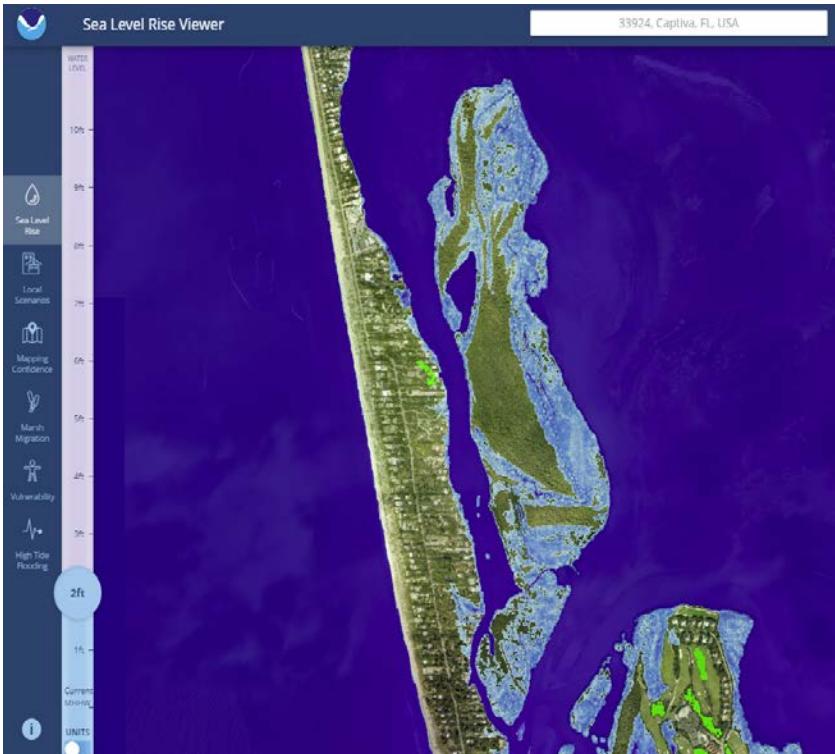
**3 ft. Sea Level Rise**



**4 ft. Sea Level Rise**



**Mean High Water  
Buck Key**



**2' Sea Level Rise  
Buck Key**



# Captiva

Erosion Prevention District

December 19, 2019

Commissioner Brian Hamman  
2201 Second Street #600  
Fort Myers, Florida 33901

Dear Commissioner Hamman,

We, the Board members of the Captiva Erosion Prevention District, fully support the City of Sanibel's request for funds from the Lee County Tourism Development Council regarding the City's Emergency Road Protection Project adjacent to Sanibel Captiva Road.

Sanibel Captiva Rd. serves as the only ingress and egress point for the businesses and residents of Captiva. Loss of this evacuation route would be detrimental to the welfare of the citizens, businesses, and economy of one of Lee County's beautiful barrier islands which is home to 1,200 residents and one of the largest resorts in Southwest Florida (South Seas) and attracts visitors worldwide.

We strongly encourage the TDC to fulfill the request for funding from the City of Sanibel.

Thank you for your time and consideration.

Sincerely,

Michael Mullins  
Chairman  
Captiva Erosion Prevention District

## **Administrative Assistant**

### **Job Description**

The Captiva Erosion Prevention District, charged with the protection, preservation and periodic restoration of Captiva's beautiful and sandy beach, is seeking a self-motivated individual with a can-do attitude and an outgoing personality to confidently assist the Administrator and the Board of directors. This exciting position offers the ideal candidate the opportunity of taking on multiple challenging responsibilities in a dynamic environment on sunny, tropical Captiva Island. Leveraging a range of skills and experience, this individual is expected to make a meaningful contribution to the comprehensive beach and shore program of this world-renowned island.

To qualify for an interview, candidates must possess the following:

- A Bachelor's or higher degree
- Minimum 5 years career experience that demonstrates success in:
- Taking on multiple, diverse responsibilities and producing high-quality expected deliverables within agreed upon time frame – includes both routine tasks and special one-time projects
- Working in an environment with ambitious deadlines and priorities
- Research and Analysis
- Collaborating as part of a team to achieve objectives
- Publishing written content to a wide audience on at least a weekly basis
- Presenting information to groups / Interacting with stakeholders
- Using MS Word, Excel, PowerPoint – Candidates should be aware that hands-on proficiency tests will be given at the time of interview
- Providing clerical and administrative support when necessary

Though not necessary, the following experience is a plus:

Experience working in a small office environment

- Experience with environmental sciences
- Experience with public relations
- Advanced technical knowledge of MS Project, Adobe Acrobat Pro, social media platforms and mobile devices

### **Skills:**

- Excellent oral and written communication skills
- Excellent interpersonal and customer service skills
- Research and Analytic ability
- Excellent collaboration skills
- Self-motivated, individual contributor willing to take responsibility for delivering quality outcomes within agreed-upon time frames
- Ability to multi-task
- Flexible with changing priorities and deadlines
- Ability to scope, plan, and execute special projects
- Time management skills and the ability to plan around and meet deadlines
- Clerical and administrative assistance skills –
  - Taking and publishing minutes

- Meeting Coordination
  - Willingness to perform clerical and administrative tasks
- Proficient in Microsoft Office – especially Word, Excel, PowerPoint
- Can do attitude and willingness to get the job done well
- Professional, positive, outgoing personality
- Not easily flustered

**Qualifications:**

- A Bachelor's or higher degree
- Minimum 5 years career experience that demonstrates success in:
  - Taking on multiple, diverse responsibilities and producing high-quality expected deliverables within agreed upon time frame – includes both routine tasks and special one-time projects
  - Working in an environment with changing deadlines and priorities
  - Research and Analysis
  - Collaborating as part of a team to achieve objectives
  - Publishing written content to a wide audience on at least a weekly basis
  - Presenting information to groups / Interacting with stakeholders
  - Using MS Word, Excel, PowerPoint – Candidates should be aware that hands-on proficiency tests will be given at the time of interview
  - Providing clerical and administrative support when necessary

Though not necessary, the following experience is a plus:

- Experience working in a small office environment
- Experience with environmental sciences
- Experience with public relations
- Advanced technical knowledge of MS Project, Adobe Acrobat Pro, social media platforms and mobile devices

**Responsibilities:**

- Taking into account the bed tax data and the statistics about county and state return on investment for every dollar invested in beach nourishment, develop a whitepaper and talking points to justify optimal county funding.
- Ensuring that stakeholders are informed about project status through beach briefs, newsletters, town hall meetings, public notices, newspaper advertisements, website, and board meetings prior to, and during, the construction phase of the beach nourishment project.

- TRIM
- Holding public hearings for tentative and final millage rate - AA

#### FM<Accounting

- Non-Ad Valorem payoffs – AC, AA

#### FM<Banking

- Making Bank Deposits - AA
- Ensuring compliance with the Florida Public Deposits Program – A, AA

#### FM<Outside Audit support

- Providing all necessary documents to the Outside Auditor – A, AA, AC
- Participating in interviews about CEPD financial practices - ALL
- Forwarding the final report to:
  - Florida Auditor General - AA
  - Lee County Department of Financial Services Bureau - AA
  - Construction Loan Bank (if outstanding loan balance) - AA
  - Florida Department of Community Affairs (if necessary) - AA
- Posting the final report on the CEPD website - AA

#### FM< Grant Management

- Applying to TDC, CAC, and other grant organizations and influencers for grants – A, AA

#### Communications

- Posting Public Notices - AA

#### Board Meeting Mgmt

- Supporting regular, special and emergency Board meetings – AA
- Setting monthly Board and weekly Briefing Meeting calendar - AA
- Posting Public Notices - AA
- Creating and distributing Board packets – A, AA

- Setting up meeting location - AA
- Documenting and distributing minutes of the meeting - AA
- Posting minutes on the CEPD website - AA

#### Beach Mgmt

- Coordinating clean-up with Lee County on Red Tide and Storm events – AA

#### Clerical Support

- Opening/Closing the office - AA
- Answering phones - AA
- Receiving visitors - AA
- Responding to email and correspondence - AA
- Supporting elections - AA
- Distributing holiday, referendum, and event cards – AA
- Maintaining CEPD contact list - AA
- Maintaining key and password security - AA
- Managing off-site storage - AA
- Ordering supplies - AA
- Managing Timesheets for employees and contractors – AA, A
- Legal coordination – AA, A
- Facilitating general office maintenance - AA

#### Special Projects

- Plan and execute special projects as prioritized by commissioners – A, AA, O?, C

## Assistant Administrator Interview Protocol

### Notes:

- Evaluating the candidate's verbal communication skills and interpersonal skills depends in part on how the candidate communicates verbally during the interview
- When setting up the interview, ask to bring written content samples

### Questions

1. Tell me how your career has progressed from a 90 mile high-level – 3 minute overview **PHONE1**
2. Tell me about your business writing experience.
  - a. What kind of business writing have you done? What written content vehicles did you work within? Reports? Memos? Website?
  - b. How often?
  - c. Who were the audiences?
  - d. Have you had to publish newsletters?
  - e. Can I see the samples?
3. Tell me about your presentation experience
  - a. What kind of presentation? Powerpoint? Verbally? Handouts? Flip charts?
  - b. Who were the audiences?
  - c. How often did you present?
4. Tell me about your professional interactions
  - a. Who were the stakeholders that you interacted with during your career? I am interested in the different levels and categories of stakeholders not each individual that you encountered in your career. **PHONE2**
  - b. Give me an example of a problem that you had with a professional interaction and how you solved it.
5. Tell me about your research and analysis experience
  - a. How many research and analysis projects have you done?
  - b. Do you have a standard approach to research and analysis? What is it?
  - c. Describe two of them for me
  - d. How did you present the results?
  - e. Who did you present the results to?
  - f. What happened after you presented the results? Did the presentation effect change?

6. Tell me about your individual contributor project experience that is not research and analysis projects? **PHONE3**
  - a. How many individual contributor projects have you done?
  - b. Do you have a standard approach to individual contributor projects? What is it?
  - c. Describe two of them for me
  - d. What were the outcomes? Did they meet or exceed expectations?
7. How have you dealt with changing and conflicting priorities and deadlines throughout your career? **PHONE4**
  - a. How often have you had to deal with changing/conflicting priorities and deadlines in your career?
  - b. Have you worked anywhere where this was the norm or happened frequently?
  - c. Is there a general approach you take to resolving changing and conflicting priorities? What is it?
  - d. Give me an example of how you managed changing and conflicting priorities/deadlines in the past?
8. Tell me about your experience with multi-tasking and handling multiple, concurrent responsibilities **PHONE5**
  - a. How many concurrent responsibilities do you feel you are able to handle?
  - b. What's your approach to handling them?
  - c. How successful are you at producing the right outcome?
  - d. Give me a few examples of positions you've held with multiple concurrent responsibilities. Have any of them involved deadline pressure?
9. Tell me about how you track tasks and report on achievements
  - a. How do you ensure all details of every task are handled correctly?
  - b. How do you ensure you are performing the tasks within the expected timeframes?
10. Tell me about your experience as a team member **PHONE6**
  - a. Do you prefer working as part of a team or individual contributor?
  - b. Have you worked on big or small teams? How big? How small?
  - c. Give me an example of two teams you worked on, what your role was, what your contribution was and what the team produced
  - d. Have you ever led a team?
  - e. Tell me the 3 most important things you have to do to be successful at working as part of a team
11. Have you worked in a small office before where you provided the incidental clerical support required? **PHONE7**
  - a. Have you worked in a small office that expected you in the office every day and did not support working remotely? **PHONE8**

Note: If after all the questions in the interview protocol have been asked and answered and the candidate is considered a potential hire, then give the candidate a copy of the job description and go

into more detail about the specific tasks that the position will be performing and ask the candidate how they feel about performing those tasks.

RESOLUTION NO. 2020-01  
BY THE BOARD OF COMMISSIONERS  
OF THE CAPTIVA EROSION PREVENTION DISTRICT  
LEE COUNTY, FLORIDA

WHEREAS, the Captiva Erosion Prevent District ("District") is authorized by Chapter 2000-399, Laws of Florida and Section 161.32, Florida Statutes (2018), as a beach and shore preservation district; and

WHEREAS, Section 4 "Powers of the District", paragraph (4) authorizes the District to adopt rules for its own government and proceedings; and

WHEREAS, the District has adopted Rules of Procedure, last amended January 7, 2019; and

WHEREAS, Rule 1.23(d) of the District Rules of Procedure provides that a resolution stating budget and purposes shall be required to initiate any project exceeding \$25,000; and

WHEREAS, the District desires to initiate such a project exceeding \$25,000.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT that:

Section 1. The District approves the APTIM draft proposal for Captiva Island and Sanibel Island Beach Renourishment Project Construction Services Assistance Agreement up to \$150,000 to include sections 1, 2, and part of section 4 (including pre-construction services for development of draft Plans and Specifications).

Section 2. This Resolution shall become effective immediately upon adoption.

THE FOREGOING RESOLUTION was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to vote, the vote was as follows:

Chairman Mullins	_____
Vice-Chairman Walter	_____
Secretary Kaiser	_____
Treasurer Pyle	_____
Commissioner Lanigan	_____

DULY PASSED AND ADOPTED THIS 13th day of January, 2020.

Board of Commissioners of the  
Captiva Erosion Prevention District

By: \_\_\_\_\_

Michael Mullins  
Chairman

Certified by: \_\_\_\_\_

Henry Kaiser  
Secretary



APTIM  
2481 NW Boca Raton Blvd.  
Boca Raton, FL. 33431  
Tel: +1 561 391 8102  
[www.aptim.com](http://www.aptim.com)

December 9, 2019

Joe Wagenti, CEPD Administrator  
Captiva Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captiva, FL 33924

**Re: Draft Proposal for Captiva Island and Sanibel Island Beach Renourishment Project  
Construction Services Assistance**

Dear Joe:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, Inc., n/k/a Aptim Coastal Planning & Engineering, LLC. (APTIM), to assist the Captiva Erosion Prevention District (CEPD) with Construction Services Assistance for the Captiva Island and Sanibel Island Beach Renourishment Project. The following draft Scope of Work describes the proposed services for this effort.

**Introduction**

The proposed Captiva Island Renourishment project requires a fill volume of approximately 900,000 cubic yards along approximately 25,600 feet of Gulf shoreline on Captiva Island between R-84 and R-109. Of the approximately 900,000 cubic yards of sand placement, 34,175 cubic yards have been designated as FEMA reimbursable to replace sediment lost along Captiva Island due to Hurricane Irma. The project will also include the replacement of dune vegetation per the FEMA project worksheet.

The Sanibel Island sediment placement project will occur immediately following the Captiva Island project between FDEP survey monuments R-110.5 and R-118. At this time, the required placement volume for the Sanibel Island portion is unknown but for the purposes of this proposal is estimated to range between 75,000 cubic yards and 350,000 cubic yards. The volumes representing the range are based on the previous nourishment volume and the estimated volume in the permit application. For this proposal, two sub-tasks for Sanibel Island Construction Phase Services have been developed to demonstrate the range in costs, Tasks 6a and 6b. Task 6 will be finalized once the proposed volume is identified in coordination with the CEPD.

The project has a 15 year Joint Coastal Permit (JCP) from FDEP, which is valid until December 11, 2029. Likewise, the federal authorization is covered by a Department of Army (DA) Permit issued by the USACE in 2015, which is valid until December 9, 2030.

The following will be provided by APTIM under the scope of services:

- Task 1: Public Hearing (Captiva Island);
- Task 2: Design Survey (Captiva and Sanibel Islands);
- Task 3: Pre-Construction Survey Services (Pre-authorization required) (Captiva and Sanibel Islands);
- Task 4: Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands);
- Task 5: Construction Phase Services (Captiva Island);



- Task 6a: Construction Phase Services (Sanibel Island 75,000 Cubic Yards);
- Task 6b: Construction Phase Services (Sanibel Island 350,000 Cubic Yards);
- Task 7. Post-Construction Services (Captiva and Sanibel Islands);
- Task 8: Post-Construction Survey Services (Captiva and Sanibel Islands);
- Task 9: Post-Construction Engineering Report Preparation (Captiva and Sanibel Island);
- Task 10: Dune Vegetation Design and Construction (Captiva Island).

Each task is described in greater detail below.

## **Scope of Work**

### **Task 1. Public Hearing (Captiva Island)**

Project engineers will travel to, and participate in, one on-site public hearing to discuss the project. Engineers will respond to questions posed by the public and provide factual input at the request of the CEPD.

### **Task 2. Design Survey (Captiva and Sanibel)**

Due to changes in the shoreline that have occurred since the September 2019 survey, an updated survey will be required prior to project bidding to obtain accurate required placement volumes. Assuming this survey will also satisfy the pre-construction physical monitoring survey, it has been designed to comply with the Physical Monitoring Plan (PMP). The design survey shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area and along up to 5,000 feet on the adjacent shoreline on the south side of Sanibel Island. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-123). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. Intermediate surveys will be continued at R-110.5, R-111.5 and R-112.5 downdrift of the Blind Pass groin for a total of 17 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

In the event the waiver is granted removing the condition for a separate pre-construction survey, a survey report will be included with this task. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, DEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

### **Task 3. Pre-Construction Survey Services (Pre-authorization required) (Captiva and Sanibel Islands)**

The pre-construction monitoring survey is required to be collected 90 days prior to construction. The Design Survey will be collected several months prior to construction and likely not fall within the 90-day window prior to construction. In an effort to avoid collecting multiple surveys within a few months of each other, a waiver will be requested for the 90-day window. If the waiver is granted, the Design Survey collected in Task 2 can also serve as the pre-construction survey required by the Physical Monitoring Plan. However, if the waver is not granted, APTIM will request authorization from the CEPD to begin work on this task. APTIM will not begin work without prior authorization from the CEPD.



If required, APTIM will provide pre-construction monitoring for the project in compliance with permit requirements conducted within 90 days prior to construction. This includes beach and borrow area surveys. The final survey data will be included in the pre-construction survey report.

Prior to the start of the survey, reconnaissance of the FDEP 2nd order monuments will be conducted to confirm that survey control is in place and undisturbed using Real Time Kinematic Global Positioning System (RTK GPS). In order to achieve required accuracy, the survey will be controlled using FDEP 2nd order monuments.

Per the Physical Monitoring Plan, the monitoring area shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area and along up to 5,000 feet on the adjacent shoreline on the south side of Sanibel Island. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-123). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. Intermediate surveys will be continued at R-110.5, R-111.5 and R-112.5 downdrift of the Blind Pass groin for a total of 17 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

A bathymetric survey of the borrow area will be conducted using a single beam fathometer with tie lines. The hydrographic survey will be conducted from APTIM's survey vessel equipped with RTK GPS technology and a dynamic motion sensor. Standard hydrographic procedures will be followed including all necessary quality control checks. In order to maintain the vessel navigation along the profile lines, HYPACK navigation software will be used. This software provides horizontal position to the sounding data allowing real-time review of the profile data in plan-view or cross section format. Survey grid lines across the borrow area shall be spaced to provide sufficient detail for accurate volumetric calculations or approximately 200 feet apart and 500 foot overlap with un-dredged adjacent areas and follow historic survey lines. The survey grid lines will extend beyond the boundaries of the borrow site to provide complete coverage. The survey will be conducted using NAVD 88 and Florida State Plane Coordinate System NAD 83.

Upon completion of the field work, survey data will be processed using industry standards. Hypack hydrographic software and APTIM's proprietary programs will reduce the data to ASCII XYZ format. Plan view maps will be developed showing contoured survey data and other pertinent survey information. All data will be provided relative to the North American Datum of 1983/90 and the North American Vertical Datum of 1988 as required by section 01000 and 01100 of the Division of Water Resource Management Monitoring Standards for Beach Erosion Control Projects. Hydrographic Survey Maps will be signed and sealed by a Florida Registered Professional Surveyor and Mapper.

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, DEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

#### **Task 4. Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)**

##### **Develop Construction Plans and Specifications**

Plans and specifications for construction of the project will be prepared. The plans will include plan views and cross-sections of the beach fill, as well as information related to access to the beach, beach storage



areas for pipe and equipment, pipeline corridors and/or avoidance areas, and other information required for construction of the project. The design survey will be used to provide an updated beach nourishment design based upon existing conditions. Borrow area data and borrow area cross-sections will also be incorporated into the plans, as well as geotechnical information for the borrow area. The specifications will incorporate CEPD requirements for the bidding process. The specifications will provide sections addressing General Conditions, Technical Provisions, and Environmental Protection. Specifications will also incorporate all permit documents, requiring contractor compliance with permits through reference. The plans and specifications will include information concerning beach survey control required for constructing the project.

### **Pre-Bid Meeting, Bid Addendum, Bid Submittal Review and Recommendation**

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

### **Request Agency Notice to Proceed**

APTIM will coordinate with the permitting agencies to obtain a Notice to Proceed (NTP) for the project on behalf of the CEPD and provide the NTP to the Contractor.

### **Pre-Construction Conference and Notice of Commencement**

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

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

### **Task 5. Construction Phase Services (Captiva Island)**

The APTIM Engineer will be the Captiva Erosion Prevention District's technical representative during the construction period and observe the Contractor during construction. The Engineer will make visits to the site at intervals appropriate to the various stages of construction, as the Engineer deems necessary, as an experienced and qualified design professional in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer will endeavor, for the benefit of the CEPD, to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, the Engineer will keep the CEPD informed of the progress of the Work and will endeavor to notify the CEPD of observed potentially defective Work. The Engineer will furnish a Resident Project Representative/Engineer to assist in providing continuous observation of the Work. APTIM will maintain a local presence seven (7) days a week during active construction, whenever excavation is occurring. When construction is not taking place for an extended period of time due to weather or the Contractor's equipment problems, the Engineer's representative may leave the site until construction re-commences.



Emphasis during construction will be placed upon monitoring the timeliness of the Contractor's work and the quality of the sediment placed on the beach. Engineering representatives will observe construction daily and collect sand samples per the Sediment QA/QC plan. We will analyze the permit required sand samples per the Sediment QA/QC Plan. The APTIM Engineer will be available to address questions concerning the plans and specifications and address other issues of coordination for the beach nourishment project. The Engineer will also accept and review dredge Contractor quality control reports (daily reports), dredge tracks, sand sample results and water quality reports throughout the duration of the project from mobilization through demobilization from the project site. The Engineer will provide coordination between the environmental monitors and the Contractor and coordinate changes in construction that may be needed to address sea turtle nesting, shorebirds, or other activities associated with protected species. The Engineer will manage weekly construction meetings. APTIM personnel will also provide office engineering support as needed during the construction phase. A short progress/status summary will be emailed daily on construction progress, as practicable.

The Engineer's representative will periodically observe the pay surveys performed by the Contractor during construction. The Engineer will calculate pay quantities and approve acceptance sections based on the Contractor's provided surveys. The Engineer will review pay estimates and provide recommendation for payment to the CEPD.

The Engineer will issue, with reasonable promptness, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with the intent of, and reasonably inferable from, Contract Documents. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order or new drawings and will be binding to the CEPD and also to the Contractor who shall promptly perform the Work involved. Changes in price, Contract Time or scope will be presented to CEPD for review and approval.

### **Task 6a. Construction Phase Services (Sanibel Island 75,000 Cubic Yards)**

The APTIM Engineer will be the CEPD's technical representative during the construction period and observe the Contractor during construction. The Engineer will make visits to the site at intervals appropriate to the various stages of construction, as the Engineer deems necessary as an experienced and qualified design professional in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer will endeavor, for the benefit of the CEPD, to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, the Engineer will keep the CEPD informed of the progress of the Work and will endeavor to notify the CEPD of observed potentially defective Work. The Engineer will furnish a Resident Project Representative/Engineer to assist in providing continuous observation of the Work. APTIM will maintain a local presence seven (7) days a week during active construction, whenever excavation is occurring. When construction is not taking place for an extended period of time, due to weather or the Contractor's equipment problems, the Engineer's representative may leave the site until construction re-commences.

Emphasis during construction will be placed upon monitoring the timeliness of the Contractor's work and the quality of the sediment placed on the beach. Engineering representatives will observe construction daily and collect sand samples per the Sediment QA/QC plan. We will analyze the permit required sand samples per the Sediment QA/QC Plan. The APTIM Engineer will be available to address questions concerning the plans and specifications and address other issues of coordination for the beach nourishment project. The Engineer will also accept and review dredge Contractor quality control reports



(daily reports), dredge tracks, sand sample results and water quality reports throughout the duration of the project from mobilization through demobilization from the project site. The Engineer will provide coordination between the environmental monitors and the Contractor and coordinate changes in construction that may be needed to address sea turtle nesting, shorebirds, or other activities associated with protected species. The Engineer will manage weekly construction meetings. APTIM personnel will also provide office engineering support as needed during the construction phase. A short progress/status summary will be emailed daily on construction progress, as practicable.

The Engineer's representative will observe the pay surveys performed by the Contractor during construction. The Engineer will calculate pay quantities and approve acceptance sections based on the Contractor's provided surveys. The Engineer will review and approve pay estimates and provide this information to the CEPD for payment.

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with the intent of, and reasonably inferable from, Contract Documents. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order or new drawings and will be binding to the CEPD and also to the Contractor who shall promptly perform the Work involved. Changes in price, Contract Time or scope will be presented to the CEPD for review and approval.

### **Task 6b. Construction Phase Services (Sanibel Island 350,000 Cubic Yards)**

The APTIM Engineer will be the CEPD's technical representative during the construction period and observe the Contractor during construction. The Engineer will make visits to the site at intervals appropriate to the various stages of construction, as the Engineer deems necessary as an experienced and qualified design professional in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer will endeavor, for the benefit of the CEPD, to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, the Engineer will keep the CEPD informed of the progress of the Work and will endeavor to notify the CEPD of observed potentially defective Work. The Engineer will furnish a Resident Project Representative/Engineer to assist in providing continuous observation of the Work. APTIM will maintain a local presence seven (7) days a week during active construction, whenever excavation is occurring. When construction is not taking place for an extended period of time, due to weather or the Contractor's equipment problems, the Engineer's representative may leave the site until construction re-commences.

Emphasis during construction will be placed upon monitoring the timeliness of the Contractor's work and the quality of the sediment placed on the beach. Engineering representatives will observe construction daily and collect sand samples per the Sediment QA/QC plan. We will analyze the permit required sand samples per the Sediment QA/QC Plan. The APTIM Engineer will be available to address questions concerning the plans and specifications and address other issues of coordination for the beach nourishment project. The Engineer will also accept and review dredge Contractor quality control reports (daily reports), dredge tracks, sand sample results and water quality reports throughout the duration of the project from mobilization through demobilization from the project site. The Engineer will provide coordination between the environmental monitors and the Contractor and coordinate changes in construction that may be needed to address sea turtle nesting, shorebirds, or other activities associated with protected species. The Engineer will manage weekly construction meetings. APTIM personnel will



also provide office engineering support as needed during the construction phase. A short progress/status summary will be emailed daily on construction progress, as practicable.

The Engineer's representative will observe the pay surveys performed by the Contractor during construction. The Engineer will calculate pay quantities and approve acceptance sections based on the Contractor's provided surveys. The Engineer will review and approve pay estimates and provide this information to the CEPD for payment.

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with the intent of, and reasonably inferable from, Contract Documents. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order or new drawings and will be binding to the CEPD and also to the Contractor who shall promptly perform the Work involved. Changes in price, Contract Time or scope will be presented to the CEPD for review and approval.

### **Task 7. Post-Construction Services (Captiva and Sanibel Islands)**

Following notification by the Contractor that construction activities along both project areas are deemed to be substantially complete and all payment sections have been approved, APTIM will observe the beach, construction access and staging areas. If applicable, a punch list of remaining bid items, equipment and material and the restoration of access and staging areas will be prepared. This list will be provided to the CEPD and Contractor to facilitate completion of all bid items and final site clean-up. APTIM will conduct a final observation of the beach and staging areas following final contractor clean up and, if appropriate, will forward a recommendation to the CEPD that final payment be made to the Contractor. The as-builts provided by the Contractor will be reviewed, and any required revisions will be given to the Contractor. Final as-builts will be required for final payment to the Contractor.

After construction is complete for both the Captiva and Sanibel project areas and the Contractor has demobilized from the site, the Engineer will provide a written statement of completion and certification as well as any certification forms as mandated by the project permits. The certification will state if the project has been constructed in substantial compliance, that conditions specified by the permit have been achieved, that activities authorized by the permit have been performed in substantial compliance with the plans and specifications approved as part of the permit and conditions of the permit, and that any known substantial deviations have been noted on the Contractor's as-built drawings and reports submitted to the FDEP. Our certification will be qualified by and based on our construction observation.

### **Task 8. Post-Construction Survey Services (Captiva and Sanibel Islands)**

APTIM will provide post-construction monitoring for the project in compliance with permit requirements conducted within 60 days following construction. This includes beach and borrow area surveys. The final survey data will be included in the post-construction survey report and engineering monitoring report.

Prior to the start of the survey, a reconnaissance of the FDEP 2nd order monuments will be conducted to confirm that survey control is in place and undisturbed using Real Time Kinematic Global Positioning System (RTK GPS). In order to achieve required accuracy, the survey will be controlled using FDEP 2nd order monuments.



Per the Physical Monitoring Plan, the monitoring area shall include profile surveys at each of the FDEP's reference monuments within the bounds of the beach fill area and along up to 5,000 feet on the adjacent shoreline on the south side of Sanibel Island. For this project, this will include all FDEP reference monuments on Captiva Island and Sanibel Island (R-83 to R-123). Profile surveys will extend seaward to the -14' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is the greater distance. Surveys along Captiva Island will include intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Additionally, profile R-84 will be run at two azimuths for a total of 32 lines on Captiva Island. Intermediate surveys will be continued at R-110.5, R-111.5 and R-112.5 downdrift of the Blind Pass groin for a total of 17 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques.

A bathymetric survey of the borrow area will be conducted using a single beam fathometer with tie lines within 60 days following conclusion of the construction project. The hydrographic survey will be conducted from APTIM's survey vessel equipped with RTK GPS technology and a dynamic motion sensor. Standard hydrographic procedures will be followed including all necessary quality control checks. In order to maintain the vessel navigation along the profile lines, HYPACK navigation software will be used. This software provides horizontal position to the sounding data allowing real-time review of the profile data in plan-view or cross section format. Survey grid lines across the borrow area shall be spaced to provide sufficient detail for accurate volumetric calculations or approximately 200 feet apart and 500 foot overlap with un-dredged adjacent areas, and follow historic survey lines. The survey grid lines will extend beyond the boundaries of the borrow site to provide complete coverage similar to the pre-construction survey. The survey will be conducted using NAVD 88 and Florida State Plane Coordinate System NAD 83.

Upon completion of the field work, survey data will be processed using industry standards. Hypack hydrographic software and APTIM's proprietary programs will reduce the data to ASCII XYZ format. Plan view maps will be developed showing contoured survey data and other pertinent survey information. All data will be provided relative to the North American Datum of 1983/90 and the North American Vertical Datum of 1988 as required by section 01000 and 01100 of the Division of Water Resource Management Monitoring Standards for Beach Erosion Control Projects. Hydrographic Survey Maps will be signed and sealed by a Florida Registered Professional Surveyor and Mapper.

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, DEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

### **Task 9. Post-Construction Engineering Report Preparation (Captiva and Sanibel Island)**

The data obtained from the beach profile topographic and hydrographic surveys will be processed, plotted and compared to the pre-construction survey to determine placed volumes and to serve as a basis for future monitoring. The report will summarize and discuss the data and the performance of the beach fill project and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to expectations and identification of impacts attributable to the project.

Appendices will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area.

The engineering report and the monitoring data will be submitted to the FDEP within 90 days of completion of the survey. All work activities and deliverables shall be conducted in accordance with the



latest update of the Division of Water Resource Management Monitoring Standards for Beach Erosion Control Projects, Sections 01000, 01100 and 01200.

### **Task 10. Dune Vegetation Design and Construction (Captiva Island)**

During the Design Survey (Task 1) the surveyors will collect edge of vegetation survey points, record locations and take photos of any missing or damaged plants where replacement of dune vegetation may be required for use in the development of the plan drawings. The cost for this additional effort is included herein.

Dune vegetation with post and rope fencing will be planned for the constructed dune crests and to supplement and fill in the gaps of the existing dune vegetation and vegetation that was lost during Hurricane Irma or since the previous installation. It is noted that the FEMA Project Worksheet identified 160,000 sea oats for replacement due to Hurricane Irma impacts. The dune planting and post/rope quantities will be estimated prior to construction using the design template and information collected during field operations and will be provided to the CEPD to include on the bid form.

APTIM will prepare construction documents specifically for the dune planting, prepare for project bidding and provide a request for proposal to qualified contractors. APTIM will recommend a best value bidder selection for consideration by CEPD. APTIM will attend the pre-construction meeting via conference call. It is assumed that the Contractor will be experienced and capable of maintaining a high standard of quality control. Therefore, no construction observations by APTIM are proposed in this task.

#### **Assumptions**

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

The draft scope of services assumes a maximum construction period of 100 days for Captiva Island, 9 days (75,000 cy) or 40 days (350,000 cy) for Sanibel Island, and 30 days each for mobilization and demobilization. The project has the potential to be delayed due to weather, environmental restrictions or mechanical problems. If the Contractor takes longer than the time estimated within this proposal, the Engineer's team can remain on-site until completion to support the CEPD. Additional construction observations may be partially covered by liquidated damages, unless the CEPD grants a time extension to the Contractor. Design and construction of dune vegetation is not anticipated for Sanibel Island and is not included in this proposal. Any additional work shall be requested and approved by the CEPD on a case by case basis.

It is assumed that aerial photographs are not required by the permitting agencies and have not been included in this proposal.

Per JCP Permit Specific Condition 8, it is assumed that the Contractor will dredge no closer than 750 feet from the hardbottom area and, thus, no permit modification or biological monitoring of hardbottom resources will be required. As such, these components are not included in this proposal.

#### **Fee Proposal**

The proposed work will be performed by APTIM with Coastal Protection Engineering (CPE) as a subcontractor, as a Task Order under the terms and conditions of our Master Services Agreement dated



October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on a Lump Sum basis with the final total based upon the selection of Task 6 as detailed in Exhibit B.

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

Sincerely,

Jeffrey L. Andrews, P.S.M., C.H.  
Director of Operations  
Aptim Coastal Planning & Engineering, LLC

cc: Whitney C. Thompson, PE, APTIM  
Erica Carr-Betts, APTIM  
Michelle R. Pfeiffer, P.E., CPE  
Tom Pierro, P.E., CPE



**EXHIBIT A**

**COASTAL PLANNING & ENGINEERING, INC.**  
**MASTER SERVICES AGREEMENT**

DRAFT

**COASTAL PLANNING & ENGINEERING, INC.**  
**MASTER SERVICES AGREEMENT**

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

NOW, THEREFORE, the parties agree as follows:

**1. Scope of Services**

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

**2. Term**

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

**3. Compensation**

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

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

**4. Payment**

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

b. **RESERVED.**

**5. Taxes, Fees and Other Charges**

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

**6. Independent Contractor**

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

**7. Documentation, Records, Audit**

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

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

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

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

## 8. Risks and Allocation

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

## 9. CPE Warranties, Representations and Covenants

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

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

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

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

## 10. Indemnities

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

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

## **11. RESERVED**

## **12. RESERVED**

## **13. Notice/Defense**

A party entitled to indemnity under Section 10 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CPE gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless. In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10, as the case may be.

## **14. Limitation of Liability**

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

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

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

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

## **15. Insurance**

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

a. Workers' Compensation, providing statutory benefits and employer's liability insurance covering employees of CPE engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for employer's liability shall be One Million Dollars (\$1,000,000) per occurrence.

b. Comprehensive General Liability Insurance including products, contractual liability and completed operations with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

c. Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. This insurance shall provide coverage for any automobile, including owned, hired and non-owned automobiles.

d. Professional errors and omissions coverage with a limit of \$1,000,000 per claim and aggregate, covering negligent acts, errors, or omissions of CPE in connection with the performance of its services.

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

## **16. Title to Intellectual Property**

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

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

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

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

## **17. Intellectual Property Rights**

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

## **18. Technology Fees**

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

## **19. Confidentiality, Nondisclosure**

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

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

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

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

## **20. Force Majeure**

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

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

## **21. Affirmative Action**

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

## **22. Notice**

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

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

Coastal Planning & Engineering, Inc.

4171 Essen Lane  
Baton Rouge, LA 70809  
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924  
Attn: District Administrator

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

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

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

## **23. Assignment**

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

## **24. Disputes, Attorney Fees**

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

## **25. CLIENT/CPE Representatives**

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

## **26. Governing Law**

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

## **27. Waiver of Terms and Conditions**

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

## **28. Entire Agreement**

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

## **29. Severability; Survival**

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

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

## **30. RESERVED.**

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

**CAPTIVA EROSION PREVENTION DISTRICT  
("CLIENT")**

By: James P. Boyle  
Title: Chairman

**COASTAL PLANNING & ENGINEERING, INC.**

By: Henry Boyle  
Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

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

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

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

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



**EXHIBIT B**

**DRAFT FEE PROPOSAL**

**FOR**

**CAPTIVA ISLAND AND SANIBEL ISLAND BEACH RENOURISHMENT PROJECT**

**CONSTRUCTION SERVICES ASSISTANCE**

**DRAFT**

**DRAFT FEE PROPOSAL FOR**  
**CAPTIVA EROSION PREVENTION DISTRICT**  
**CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT**  
**CONSTRUCTION SERVICES**

**PROJECT PROPOSAL SUMMARY**  
**PREPARED BY: APTIM COASTAL PLANNING & ENGINEERING, LLC**

TASK	DESCRIPTION	LABOR COSTS	EQUIPMENT COSTS	DIRECT COSTS	SUBCONTRACTOR COST	TASK COST
1	Public Hearing	\$2,360	\$0	\$468	\$4,395	<b>\$7,223</b>
2	Design Survey (Captiva and Sanibel Islands)	\$40,552	\$6,476	\$1,320	\$706	<b>\$49,054</b>
3	Pre-Construction Survey Services (Pre-Authorization Required) (Captiva and Sanibel Islands)	\$42,984	\$8,486	\$1,908	\$706	<b>\$54,084</b>
4	Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)	\$49,136	\$0	\$328	\$34,136	<b>\$83,600</b>
5	Construction Phase Services (Captiva Island)	\$173,322	\$0	\$34,667	\$42,577	<b>\$250,566</b>
6a	Construction Phase Services (Sanibel Island 75,000 CY)	\$22,348	\$0	\$3,788	\$6,722	<b>\$32,858</b>
6b	Construction Phase Services (Sanibel Island 350,000 CY)	\$74,737	\$0	\$10,887	\$19,005	<b>\$104,629</b>
7	Post-Construction Services (Captiva and Sanibel Islands)	\$17,654	\$0	\$164	\$3,279	<b>\$21,097</b>
8	Post-Construction Survey Services (Captiva and Sanibel Islands)	\$42,984	\$8,486	\$1,908	\$706	<b>\$54,084</b>
9	Post-Construction Engineering Report Preparation (Captiva and Sanibel Islands)	\$22,332	\$0	\$0	\$3,452	<b>\$25,784</b>
10	Dune Vegetation Design and Construction (Captiva Island)	\$5,660	\$0	\$0	\$1,594	<b>\$7,254</b>
SUBTOTALS (with Task 6a - Sanibel Island 75,000 cy)		\$419,332	\$23,448	\$44,551	\$98,273	
SUBTOTALS (with Task 6b - Sanibel Island 350,000 cy)		\$471,721	\$23,448	\$51,649	\$110,556	
TOTAL PROJECT COST (with Task 6a - Sanibel Island 75,000 cy) =						<b>\$585,604</b>
TOTAL PROJECT COST (with Task 6b - Sanibel Island 350,000 cy) =						<b>\$657,374</b>

**EXHIBIT B**  
**DRAFT FEE PROPOSAL FOR**  
**CAPTIVA EROSION PREVENTION DISTRICT**  
**CAPTIVA ISLAND AND SANIBEL ISLAND RENOURISHMENT PROJECT**  
**CONSTRUCTION SERVICES**

Task Item	EQUIPMENT COSTS																		DIRECT COSTS										
	Project Manager/ Senior Coastal Engineer (Hours)	Coastal Engineer II (Hours)	Coastal Engineer I (Hours)	Professional Surveyor and Mapper (Hours)	Surveyor (Hours)	Technician/ Survey Technician (Hours)	Professional Geologist (Hours)	Project Geologist (Hours)	Geologist II (Hours)	Geologist I (Hours)	Senior CAD Operator (Hours)	CAD Operator (Hours)	GIS Operator (Hours)	Clerical (Hours)	Survey Boat (24 ft) (Days)	Truck (Road Use per Mile) (Miles)	Gator 4 x 4 Utility Vehicle (Days)	RTK GPS (Days)	Fathometer with Digitizer (Days)	Heave, Pitch, & Roll Compensator (Days)	Speed of Sound Velocity Meter (Days)	Hypack/ Hysweep Navigation System (Days)	Meals (Days)	Rental Car (Month)	Toils (Days)	Lodging (Days)			
1 Public Hearing	12	2													2								1	0.21	1				
2 Design Survey (Captiva and Sanibel Islands)																													
1. Topographic and Bathymetric Survey	2	2		16	44	330					2	8		2	3	348	3	3	3	3	3	3	9		3	6			
2. Survey Report Preparation (Required if waiver is granted)				4	8	14					2	6		4															
3 Pre-Construction Survey Services (Pre-Authorization Required) (Captiva and Sanibel Islands)				16	44	330					2	8		2	3	348	3	3	3	3	3	3	9		3	6			
1. Topographic and Bathymetric Survey	2	2		16	44	330					2	8		2	1	40		1	1	1	1	1	3		3	3			
2. Borrow Area Surveys					4	24																							
3. Survey Report Preparation					4	8	14				2	6		4															
4 Plans and Specs and Pre-Construction Services (Captiva and Sanibel Islands)																													
1. Develop Construction Plans	8	60									65			8	60	20	4												
2. Develop Construction Specifications	8	60									16						10												
3. Pre-Bid Meeting and Addendum	8	8															6									2	0.04	1	
4. Request Agency Notice to Proceed	4	6																											
5. Bid Submittal Review and Recommendation	6	8																											
6. Pre-Construction Conference and Notice of Commencement	16	8														4											2	0.04	1
5 Construction Phase Services (Captiva Island)																	16												
1. Construction Services	56	618	618	8			4	16	50	30	25	32												120	5	40	120		
6a Construction Phase Services (Sanibel Island 75,000 CY)																													
1. Construction Services	20	62	62	8			4	4	5	5	4	4		4										9	1	2	9		
6b Construction Phase Services (Sanibel Island 350,000 CY)																													
1. Construction Services	30	258	258	10			4	7	20	12	10	13		8										43	1	6	40		
7 Post-Construction Services (Captiva and Sanibel Islands)																1	8	12									2	0.04	1
8 Post-Construction Survey Services (Captiva and Sanibel Islands)																													
1. Topographic and Bathymetric Survey	2	2		16	44	330					2	8		2	3	348	3	3	3	3	3	3	9		3	6			
2. Borrow Area Surveys					4	24										1	40		1	1	1	1	1	3		3			
3. Survey Report Preparation					4	8	14								2	6		4											
9 Post-Construction Engineering Report Preparation (Captiva and Sanibel Islands)	4	60	64	8	6	2					6	32		16															
10 Dune Vegetation Design and Construction (Captiva Island)	2	20	8		6						2	8		4												212	8.10	61	193
	194	1238	1064	94	176	1080	95	27	75	47	68	199	20	104	11	1124	9	11	11	11	11	11							
	\$164	\$128	\$105	\$164	\$98	\$85	\$136	\$125	\$115	\$95	\$136	\$100	\$100	\$68	\$790	\$0.565	\$105	\$495	\$165	\$215	\$63	\$260	\$36	\$2,000	\$12	\$160			
	\$31,816	\$158,464	\$111,720	\$15,416	\$17,248	\$91,800	\$12,920	\$3,375	\$8,625	\$4,465	\$9,248	\$19,900	\$2,000	\$7,072	\$8,690	\$635	\$945	\$5,445	\$1,815	\$2,365	\$693	\$2,860	\$7,632	\$16,193	\$732	\$30,880			

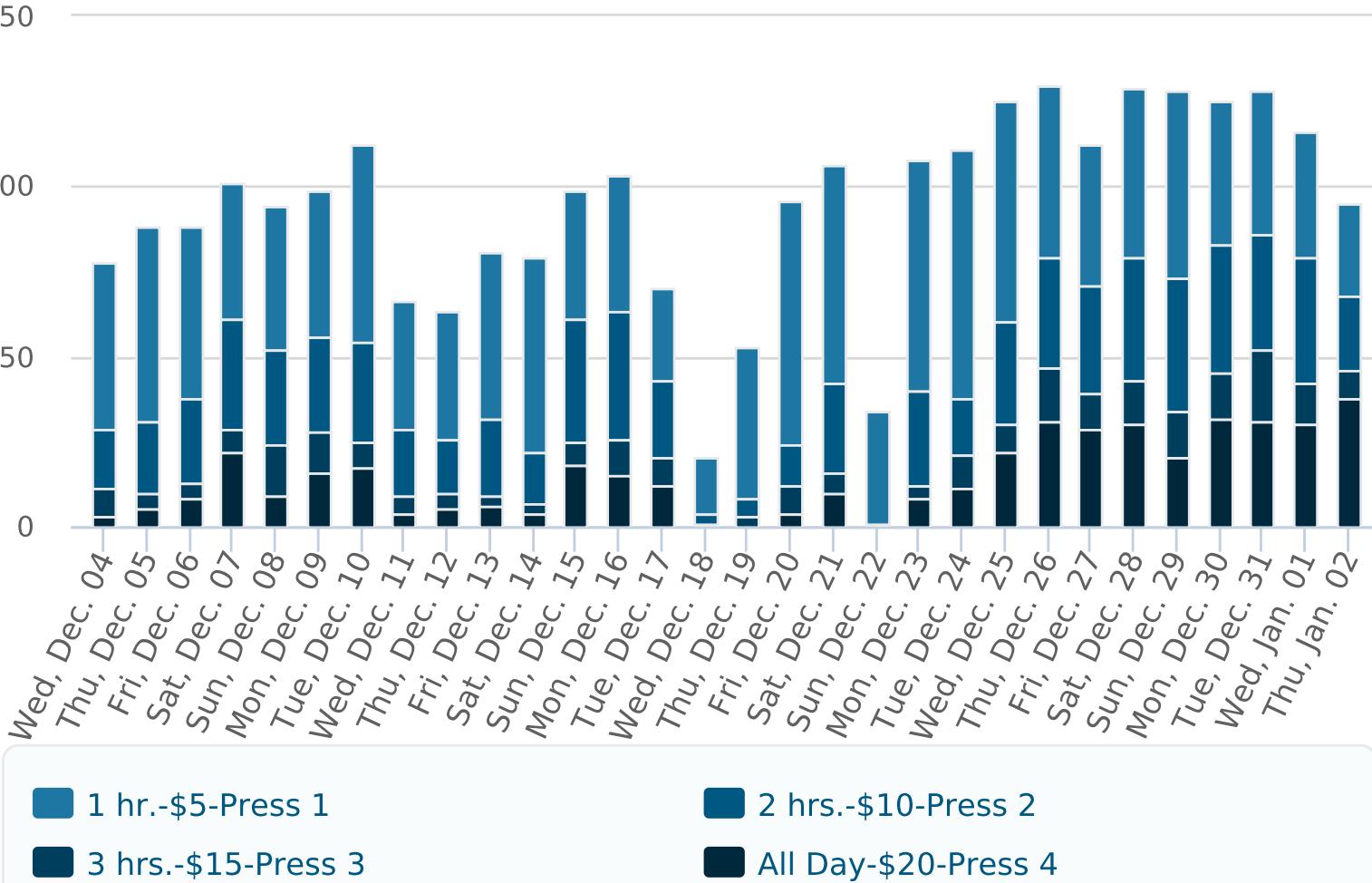
My Four Dogs Consulting LLC  
Carolyn L. Weaver  
19621 N. Tamiami Trail, Lot 39  
North Fort Myers, FL 33903  
(314) 477-9021

**INVOICE DATE: DECEMBER 12, 2019**

BILL TO	SHIP TO	INSTRUCTIONS
	<p>Captiva Erosion Prevention District PO Box 365 11513 Andy Rosse Lane, Unit 4 Captiva, FL 339024</p>	

Thank you for your business!

# Purchases by Rate

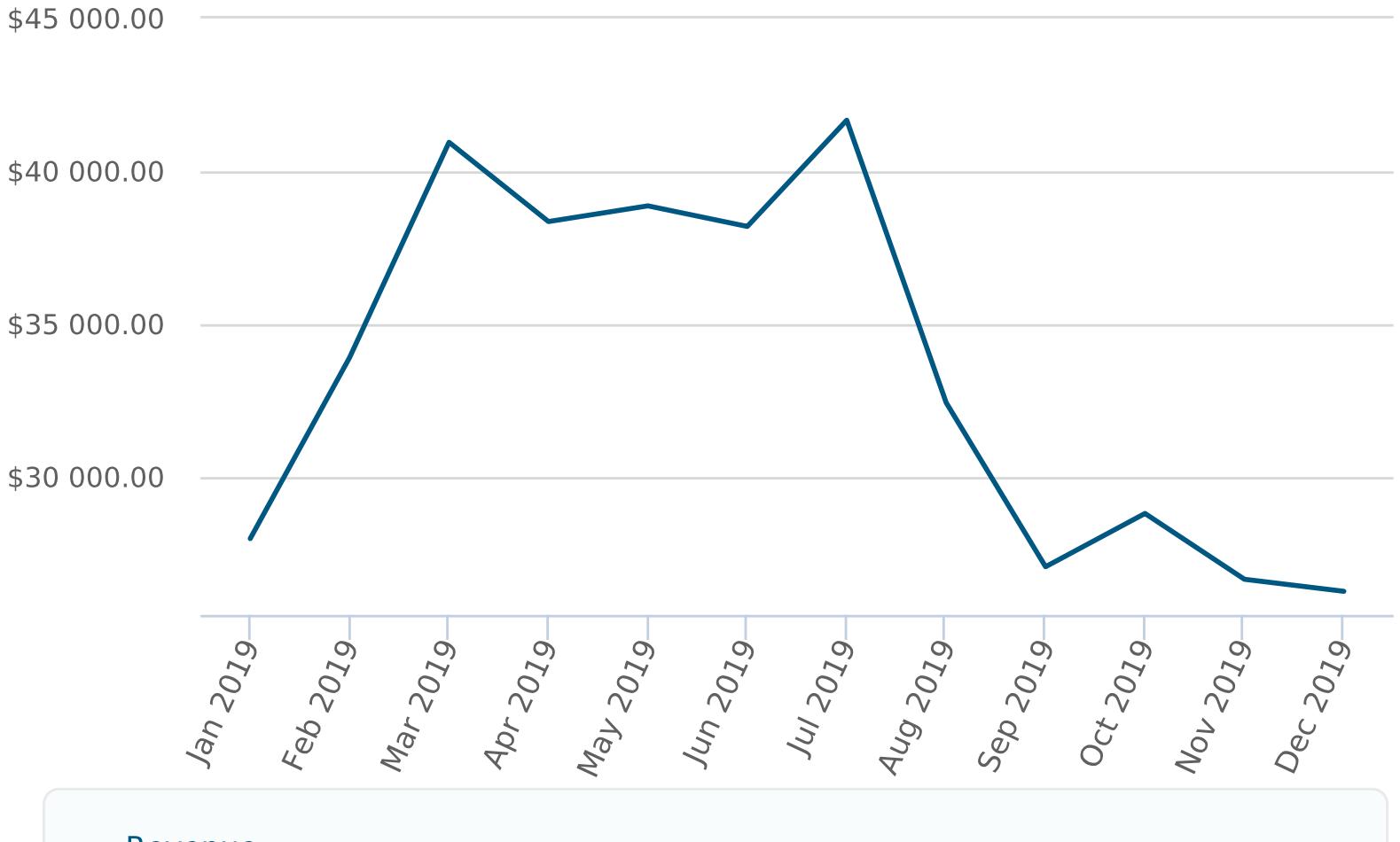


Day	Rate	Value	1 hour	2 hours	3hours	All Day
	4-Dec-19 1 hr.-\$5-Press 1	49	49			
	4-Dec-19 2 hrs.-\$10-Press 2	18		18		
	4-Dec-19 3 hrs.-\$15-Press 3	8			8	
	4-Dec-19 All Day-\$20-Press 4	3				3
	5-Dec-19 1 hr.-\$5-Press 1	57	57			
	5-Dec-19 2 hrs.-\$10-Press 2	21		21		
	5-Dec-19 3 hrs.-\$15-Press 3	5			5	
	5-Dec-19 All Day-\$20-Press 4	5				5
	6-Dec-19 1 hr.-\$5-Press 1	50	50			
	6-Dec-19 2 hrs.-\$10-Press 2	25		25		
	6-Dec-19 3 hrs.-\$15-Press 3	5			5	
	6-Dec-19 All Day-\$20-Press 4	8				8
	7-Dec-19 1 hr.-\$5-Press 1	40	40			
	7-Dec-19 2 hrs.-\$10-Press 2	32		32		
	7-Dec-19 3 hrs.-\$15-Press 3	7			7	
	7-Dec-19 All Day-\$20-Press 4	22				22
	8-Dec-19 1 hr.-\$5-Press 1	42	42			
	8-Dec-19 2 hrs.-\$10-Press 2	28		28		
	8-Dec-19 3 hrs.-\$15-Press 3	15			15	
	8-Dec-19 All Day-\$20-Press 4	9				9
	9-Dec-19 1 hr.-\$5-Press 1	43	43			
	9-Dec-19 2 hrs.-\$10-Press 2	28		28		
	9-Dec-19 3 hrs.-\$15-Press 3	12			12	
	9-Dec-19 All Day-\$20-Press 4	16				16
	10-Dec-19 1 hr.-\$5-Press 1	58	58			
	10-Dec-19 2 hrs.-\$10-Press 2	29		29		
	10-Dec-19 3 hrs.-\$15-Press 3	8			8	
	10-Dec-19 All Day-\$20-Press 4	17				17
	11-Dec-19 1 hr.-\$5-Press 1	37	37			
	11-Dec-19 2 hrs.-\$10-Press 2	20		20		
	11-Dec-19 3 hrs.-\$15-Press 3	5			5	
	11-Dec-19 All Day-\$20-Press 4	4				4
	12-Dec-19 1 hr.-\$5-Press 1	37	37			
	12-Dec-19 2 hrs.-\$10-Press 2	16		16		
	12-Dec-19 3 hrs.-\$15-Press 3	5			5	
	12-Dec-19 All Day-\$20-Press 4	5				5
	13-Dec-19 1 hr.-\$5-Press 1	49	49			
	13-Dec-19 2 hrs.-\$10-Press 2	23		23		
	13-Dec-19 3 hrs.-\$15-Press 3	3			3	
	13-Dec-19 All Day-\$20-Press 4	6				6
	14-Dec-19 1 hr.-\$5-Press 1	57	57			
	14-Dec-19 2 hrs.-\$10-Press 2	15		15		
	14-Dec-19 3 hrs.-\$15-Press 3	3			3	
	14-Dec-19 All Day-\$20-Press 4	4				4
	15-Dec-19 1 hr.-\$5-Press 1	38	38			
	15-Dec-19 2 hrs.-\$10-Press 2	36		36		
	15-Dec-19 3 hrs.-\$15-Press 3	7			7	

15-Dec-19 All Day-\$20-Press 4	18		18
16-Dec-19 1 hr.-\$5-Press 1	40	40	
16-Dec-19 2 hrs.-\$10-Press 2	37		37
16-Dec-19 3 hrs.-\$15-Press 3	11		11
16-Dec-19 All Day-\$20-Press 4	15		15
17-Dec-19 1 hr.-\$5-Press 1	27	27	
17-Dec-19 2 hrs.-\$10-Press 2	23		23
17-Dec-19 3 hrs.-\$15-Press 3	8		8
17-Dec-19 All Day-\$20-Press 4	12		12
18-Dec-19 1 hr.-\$5-Press 1	16	16	
18-Dec-19 2 hrs.-\$10-Press 2	3		3
18-Dec-19 3 hrs.-\$15-Press 3	1		1
18-Dec-19 All Day-\$20-Press 4	0		0
19-Dec-19 1 hr.-\$5-Press 1	45	45	
19-Dec-19 2 hrs.-\$10-Press 2	5		5
19-Dec-19 3 hrs.-\$15-Press 3	3		3
19-Dec-19 All Day-\$20-Press 4	0		0
20-Dec-19 1 hr.-\$5-Press 1	72	72	
20-Dec-19 2 hrs.-\$10-Press 2	12		12
20-Dec-19 3 hrs.-\$15-Press 3	8		8
20-Dec-19 All Day-\$20-Press 4	4		4
21-Dec-19 1 hr.-\$5-Press 1	64	64	
21-Dec-19 2 hrs.-\$10-Press 2	26		26
21-Dec-19 3 hrs.-\$15-Press 3	6		6
21-Dec-19 All Day-\$20-Press 4	10		10
22-Dec-19 1 hr.-\$5-Press 1	33	33	
22-Dec-19 2 hrs.-\$10-Press 2	0		0
22-Dec-19 3 hrs.-\$15-Press 3	1		1
22-Dec-19 All Day-\$20-Press 4	0		0
23-Dec-19 1 hr.-\$5-Press 1	68	68	
23-Dec-19 2 hrs.-\$10-Press 2	28		28
23-Dec-19 3 hrs.-\$15-Press 3	4		4
23-Dec-19 All Day-\$20-Press 4	8		8
24-Dec-19 1 hr.-\$5-Press 1	73	73	
24-Dec-19 2 hrs.-\$10-Press 2	17		17
24-Dec-19 3 hrs.-\$15-Press 3	10		10
24-Dec-19 All Day-\$20-Press 4	11		11
25-Dec-19 1 hr.-\$5-Press 1	65	65	
25-Dec-19 2 hrs.-\$10-Press 2	30		30
25-Dec-19 3 hrs.-\$15-Press 3	8		8
25-Dec-19 All Day-\$20-Press 4	22		22
26-Dec-19 1 hr.-\$5-Press 1	51	51	
26-Dec-19 2 hrs.-\$10-Press 2	32		32
26-Dec-19 3 hrs.-\$15-Press 3	16		16
26-Dec-19 All Day-\$20-Press 4	31		31
27-Dec-19 1 hr.-\$5-Press 1	41	41	
27-Dec-19 2 hrs.-\$10-Press 2	32		32
27-Dec-19 3 hrs.-\$15-Press 3	10		10

27-Dec-19 All Day-\$20-Press 4	29				29
28-Dec-19 1 hr.-\$5-Press 1	50	50			
28-Dec-19 2 hrs.-\$10-Press 2	36		36		
28-Dec-19 3 hrs.-\$15-Press 3	13			13	
28-Dec-19 All Day-\$20-Press 4	30				30
29-Dec-19 1 hr.-\$5-Press 1	55	55			
29-Dec-19 2 hrs.-\$10-Press 2	39		39		
29-Dec-19 3 hrs.-\$15-Press 3	14			14	
29-Dec-19 All Day-\$20-Press 4	20				20
30-Dec-19 1 hr.-\$5-Press 1	42	42			
30-Dec-19 2 hrs.-\$10-Press 2	38		38		
30-Dec-19 3 hrs.-\$15-Press 3	13			13	
30-Dec-19 All Day-\$20-Press 4	32				32
31-Dec-19 1 hr.-\$5-Press 1	42	42			
31-Dec-19 2 hrs.-\$10-Press 2	34		34		
31-Dec-19 3 hrs.-\$15-Press 3	21			21	
31-Dec-19 All Day-\$20-Press 4	31				31
	2626	1341	683	230	372
		51%	26%	9%	14%
Total Revenue		6705	6830	3450	7460 \$ 24,445
Proposed Rates					
Proposed Revenue		13410	6830	3450	11160 \$ 34,850

# Total Revenue by Month



— Revenue

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Joseph Wagenti, dba Wagenti Consulting, LLC, 14525 Abaco Lakes Drive, #204, Fort Myers, FL 33908, an independent contractor hereafter referred to as "WAGENTI", and Captiva Erosion Prevention District, 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924, hereafter referred to as "CEPD".

In consideration of the covenants and conditions hereinafter set forth, CEPD and WAGENTI agree as follows:

### 1. SERVICES

WAGENTI shall perform the following services for CEPD (the "Work"),

1.1 Provide administrative services to the Captiva Erosion Prevention District ("CEPD"), including supervision of outside consultants as necessary, and

1.2 Provide supervisory services to personnel whose services are provided by, or through CEPD, to the CEPD, subject to the provisions of Paragraph "9" below, and

1.3 Provide services described in *Attachment 1*, Scope of Work.

### 2. REPORTING

WAGENTI shall report to CEPD Commissioners, and shall provide a weekly written status report to the CEPD.

### 3. TERM

This Agreement shall commence on December 1, 2019; and continue throughout the month, automatically renewing on a monthly basis, unless terminated elsewhere as set forth in this Agreement. WAGENTI agrees to perform services for CEPD on or before the expiration of the term set forth above. CEPD may terminate this Agreement at any time upon 30 days written notice. WAGENTI may terminate this agreement at any time without cause upon 14 day's written notice to CEPD at current office address.

### 4. FEES PAYABLE TO CONTRACTOR

CEPD will pay WAGENTI as follows:

a) A bi-weekly fee of \$4000, payable bi-monthly.

### 5. SCHEDULE

WAGENTI will perform work in a due diligent manner to execute those responsibilities outlined in the Scope of Services. Work shall be generally during the normal week (Monday-Friday) of at least 40 hours per week. Work in excess of 40 hours will not be compensated unless WAGENTI receives prior approval from CEPD. Schedules during normal work periods will be coordinated with Deputy Administrator so as not to interfere with the daily operations of the CEPD.

### 6. CONFIDENTIALITY AND OWNERSHIP

(a) WAGENTI recognizes and acknowledges that CEPD may possess certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of CEPD relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information,

developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by WAGENTI, or (b) information that subsequently becomes public through no act or omission of WAGENTI. WAGENTI agrees that all of the confidential information is, and shall continue to be, the exclusive property of CEPD, whether or not prepared in whole, or in part, by WAGENTI and whether or not disclosed to, or entrusted to, WAGENTI custody. WAGENTI agrees that WAGENTI shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of CEPD. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by WAGENTI in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by CEPD and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, WAGENTI hereby irrevocably and exclusively assigns to CEPD, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of WAGENTI's rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, WAGENTI hereby irrevocably and unconditionally waives all enforcement of such rights. WAGENTI shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by WAGENTI as part of stated services under this Agreement shall be owned by CEPD. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

## 7. RETURN OF MATERIALS

WAGENTI agrees that upon termination of this Agreement, WAGENTI will return to CEPD all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of CEPD, except for such materials which are governmental property or otherwise subject to public disclosure in accordance with Florida law.

## 8. WARRANTIES

### 7.1. CONTRACTOR warrants that:

(a) WAGENTI's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between WAGENTI and a third party; and

(b) The Work as delivered to CEPD will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

(c) The services provided by WAGENTI shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between WAGENTI and CEPD.

### 7.2. CEPD warrants that:

(a) CEPD's performance pursuant to this Agreement does not violate any agreement or obligation between CEPD and any third party; and

(b) CEPD's provision of WAGENTI's services to the Client will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

#### 9. INDEMNITY

CEPD agrees to indemnify, defend, and hold WAGENTI and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with third party claims arising out of services rendered by CEPD.

#### 10. RELATIONSHIP OF PARTIES

WAGENTI is an independent contractor of CEPD. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's discretion to terminate this Agreement without cause as set forth elsewhere herein. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits.

It is agreed between the parties that, in the event that CEPD chooses to provide the services of additional and/or other personnel to the CEPD at any time for any reason, CEPD will be solely responsible for such personnel's hiring, firing, performance and any and all other aspects of provision of such other services. CEPD specifically indemnifies and holds WAGENTI harmless as to any actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with CEPD's provision of such additional and/or other personnel and/or CEPD's request that WAGENTI provide supervisory services related to such person or persons.

#### 11. OTHER ACTIVITIES

WAGENTI, and WAGENTI'S employees, agents, and subcontractors are free to engage in other independent contracting activities, provided that WAGENTI does not engage in any such activities which, in WAGENTI'S sole judgment, are inconsistent with or in conflict with any provisions hereof, or that, in WAGENTI'S sole judgment, so occupy WAGENTI'S attention as to interfere with the proper and efficient performance of Administrative services thereunder.

#### 12. MISCELLANEOUS

(a) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or WAGENTI's relationship with CEPD, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be incurred, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(c) Insurance. As an independent contractor, WAGENTI shall provide insurance coverage(s) as required by CEPD for those professional services provided through CEPD. *Attachment 2*.

(d) Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous

written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(e) Amendment. This Agreement may be amended only by a writing signed by WAGENTI and by a duly authorized representative of CEPD.

(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) Notices. Any notice, hereunder or pursuant to law shall be sufficient if in writing, sent by certified or registered mail, with postage prepaid, to WAGENTI at the following address: 14525 Abaco Lakes Drive, #204, Fort Myers, FL 33908, or to CEPD at the following address: 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924.

(h) Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in Lee County, Florida. Each party submits to the jurisdiction of such court.

Captiva Erosion Prevention District:

By: \_\_\_\_\_  
Michael C. Mullins  
Title: Chairman, CEPD Board of  
Commissioners  
Date: \_\_\_\_\_, 2019

Joseph Wagenti, dba Wagenti Consulting, LLC

By: \_\_\_\_\_  
Joseph Wagenti  
Address: 14525 Abaco Lakes Drive, #204, Fort Myers,  
FL 33908  
Date: \_\_\_\_\_, 2019

## **SCOPE OF SERVICES**

**The following Scope of Work shall constitute the general responsibilities of the Management Services Consultant, and may be modified from time to time by the Captiva Erosion Prevention District Board. The responsibilities listed are not all inclusive of the management services. The Board anticipates that the Consultant will employ others to assist in carrying out the services, with the selection of those individuals subject to the approval of the Board. For those services not included in the Scope of Services, Consultant will provide an associated cost for review and approval by the CEPD before executing any such services.**

### **ADMINISTRATOR**

**1. District Administrator**

- a. Act as chief administrative officer and manager of the Captiva Erosion Prevention District ("District" or "CEPD") and be responsible to the CEPD Board for proper administration and management of all affairs of the District.
- b. Ensure the attendance of the District Administrator at meetings of the CEPD Board as requested by the Chair of the Board, and ensure the attendance of administrative staff at all meetings of the CEPD Board.
- c. Recommend for adoption by the CEPD Board such measures as the District Administrator may deem necessary or expedient to achieve and carry out the purposes and goals of the District.
- d. See that all laws, ordinances, rules, regulations and policies of the District are faithfully executed, and that the Administrator complies with Florida law regarding ethics.
- e. Prepare and submit to the CEPD Board weekly status reports and monthly "dashboard" status reports for Board meetings.
- f. Keep the CEPD Board fully advised of the financial conditions of the District and its future needs.
- g. Annually prepare and submit a preliminary or proposed District budget and work with the CEPD Board in its analysis and review of the proposed budget.
- h. Be responsible for the administration of each annual budget upon its adoption by the CEPD Board.

**2. Financial Processing**

- a. Support outside audit.
- b. Fund availability forecasting.
- c. Fiscal reporting.
- d. Act as liaison to Board auditor and Board bookkeeper.
- e. Process tax roll and all necessary filings related to budget adoption.
- f. Process special assessments.
- g. File Public Depositor Annual Report.

- 3. Meetings**
  - a. Prepare an agenda in liaison with Commissioners; attend meetings.
  - b. Meet with Commissioners or citizens, when requested, to discuss any matter relative to the work of the Board.
  - c. Provide administrative assistance to CEPD Board members for CEPD business.
  - d. Facilitate Board member financial disclosure compliance.
  - e. Provide support for CEPD elections.
  - f. Represent the Board at any meeting or seminar, as approved by the Board, and as generally required by administrative duties, within the Lee County, Charlotte County, and Collier County area. Meetings outside of the Lee County, Charlotte County and Collier County area will be attended; however all travel expenses including mileage, food, lodging, and airline tickets will be reimbursable.
- 4. Coordination of CEPD Activities**
  - a. Work with Lee County officials and other governmental agencies in administration of the CEPD offices and other Board business.
  - b. Coordinate with engineering, legal and financial consultants on erosion control projects, beach monitoring, and other research or special projects.
  - c. Coordinate with the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Florida Department of Natural Resources, and other governmental agencies, in renewing or obtaining permits and obtaining funding for projects.
- 5. Liaison with Commissioners and Legal Counsel**
  - a. Inform Commissioners and/or counsel promptly of any relevant information, correspondence, legislation or regulations affecting the Board.
  - b. Coordinate requests for legal services or requests for legal opinions.
- 6. Public Relations**

Answer general queries from newspaper, radio and television reporters, or direct them to appropriate Commissioners or legal counsel for further information or comments, and issue press releases from time to time as appropriate.
- 7. Facilities Management**
  - a. Manage Parking Lot facility (Alison Hagerup Beach Park), including meter collection, lot maintenance and machine maintenance. The actual cost of meters, machines used to perform maintenance of the lot, or machine operators are not included in this scope.
  - b. Responsible for the cleaning, maintenance and safety of the parking lot, restroom area, picnic area and beach access.

- c. Perform monthly beach inspections and provide monthly reports.
- d. Coordinate beach cleanup activities.

**8. Beach Management**

The objective of this portion of the responsibilities, commonly referred to as the “Beach Ambassador” (BA), is to gain voluntary compliance by being visible and by dealing with the public including residents, business owners, visitors and local agencies, in a positive, effective and courteous manner.

- a. Advises residents and visitors of ordinances and regulations for Lee County and the State of Florida. This will include issues related to littering, use of alcoholic beverages in public, animal control, recyclable materials, vehicles on the beach, vehicle parking, night sleeping on the beach, parks and recreation areas, noise nuisance issues, live shelling, bicycle safety, and turtle nesting.
- b. Provides general assistance and information to visitors and beach-goers; appropriately responds to, or resolves routine questions, inquiries and complaints; if warranted, refers requests and complaints to Administrator.
- c. Assists as directed in response to emergency situations that occur on the Captiva beach as needed and in conjunction with law enforcement.
- d. Coordinates with daily turtle patrols performed by others and monitors status of turtle nest markings to report any disturbances or alterations.

**9. Beach Maintenance (TDC)**

- a. Observes beach conditions using the CEPD beach vehicle weekly to assess maintenance needs regarding littering, vandalism, and protection of poles and ropes used to protect stabilizing vegetation.
- b. Responsible for vehicle maintenance and storage that includes removing salt water and sand after each use. Obtains and fills fuel tank as necessary, checks vital fluids, tire pressures, and ensures it is in a safe operating condition and securely parked.
- c. Maintains an operations log documenting use of the vehicle and activities associated with the use. Reports broken parking meters, missing signage and any situations which may be dangerous for follow-up by the Administrator.
- d. Attends vendors’ and contractors’ meetings; takes and distributes minutes.
- e. Observes progress of the dredging contractor on a daily basis, including periodically taking photographs of project progress.
- f. Secures aerial photos of project progress.
- g. Coordinates with the engineer in charge regarding activities of the dredging contractor and compliance with state and federal permits.

- h. Assists with management of beach guests relative to operations of the dredging contractor and maintenance of the safe use of the beach.
- i. Other related duties as requested.

## ATTACHMENT 2

### **Insurance Requirements**

Contractor shall not commence performance hereunder until all insurance required herein has been obtained and such insurance has been confirmed by CEPD.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with HWA no later than two days prior to initial date of Contractor's Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled without a forty-five days (45) prior written notice being given to CEPD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this Agreement, then Contractor will make a request to the insurer to renew the policy. Said request shall occur at least forty-five (45) days prior to the expiration date of such insurance and Contractor shall furnish, as soon as made available by the insurer, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect.

Contractor shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CEPD for any lapses in service resulting from a gap in insurance coverage.

Contractor shall obtain and maintain the following minimum insurance:

**Comprehensive General Liability** insurance to cover liability bodily injury and property damage, with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than Three Hundred Thousand Dollars (\$300,000), and general aggregate of not less than Three Hundred Thousand Dollars (\$300,000).

\* Contractor shall name CEPD as an additional insured.

**Professional Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Louis John Riegert Jr, Po Box 1, Captiva, Florida 33924, an independent contractor hereafter referred to as "RIEGERT", and Captiva Erosion Prevention District, 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924, hereafter referred to as "CEPD".

In consideration of the covenants and conditions hereinafter set forth, CEPD and RIEGERT agree as follows:

### 1. SERVICES

RIEGERT shall perform the following services for CEPD (the "Work"),

1.1 Provide administrative services to the Captiva Erosion Prevention District ("CEPD"), including supervision of outside consultants as necessary, and

1.2 Provide supervisory services to personnel whose services are provided by, or through CEPD, to the CEPD, subject to the provisions of Paragraph "9" below, and

1.3 Provide services described in *Attachment 1*, Scope of Work.

### 2. REPORTING

RIEGERT shall report to Administrator and/or CEPD Commissioners, and shall assist in the weekly written status report to the CEPD.

### 3. TERM

This Agreement shall commence on January 2, 2020; and continue throughout the month, automatically renewing on a monthly basis, unless terminated elsewhere as set forth in this Agreement. RIEGERT agrees to perform services for CEPD on or before the expiration of the term set forth above. CEPD may terminate this Agreement at any time upon 30 days written notice. RIEGERT may terminate this agreement at any time without cause upon 14 day's written notice to CEPD at current office address.

### 4. FEES PAYABLE TO CONTRACTOR

CEPD will pay RIEGERT a fee of \$22 per hour of which shall be payable bimonthly. RIEGERT will submit an invoice and shall be paid on due date provided on invoice.

## **5. SCHEDULE**

RIEGERT will perform work in a due diligent manner to execute those responsibilities outlined in the Scope of Services. Work shall be generally during the normal week (Monday-Friday) at an average of 40 hours per week. Schedules during normal work periods will be coordinated with Administrator so as not to interfere with the daily operations of the CEPD.

## **6. CONFIDENTIALITY AND OWNERSHIP**

(a) RIEGERT recognizes and acknowledges that CEPD may possess-certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of CEPD relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by RIEGERT, or (b) information that subsequently becomes public through no act or omission of RIEGERT. RIEGERT agrees that all of the confidential information is, and shall continue to be, the exclusive property of CEPD, whether or not prepared in whole, or in part, by RIEGERT and whether or not disclosed to, or entrusted to, RIEGERT custody. RIEGERT agrees that RIEGERT shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of CEPD. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by RIEGERT in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by CEPD and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, RIEGERT hereby irrevocably and exclusively assigns to CEPD, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of RIEGERT's rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, RIEGERT hereby irrevocably and unconditionally waives all enforcement of such rights. RIEGERT shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by RIEGERT as part of stated services under this Agreement shall be owned by CEPD. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

## 7. RETURN OF MATERIALS

RIEGERT agrees that upon termination of this Agreement, RIEGERT will return to CEPD all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of CEPD, except for such materials which are governmental property or otherwise subject to public disclosure in accordance with Florida law.

## 8. WARRANTIES

### 7.1. CONTRACTOR warrants that:

- (a) RIEGERT's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between RIEGERT and a third party; and
- (b) The Work as delivered to CEPD will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
- (c) The services provided by RIEGERT shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between RIEGERT and CEPD.

### 7.2. CEPD warrants that:

- (a) CEPD's performance pursuant to this Agreement does not violate any agreement or obligation between CEPD and any third party; and
- (b) CEPD's provision of RIEGERT's services to the Client will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

## 9. INDEMNITY

CEPD agrees to indemnify, defend, and hold RIEGERT and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with third party claims arising out of services rendered by CEPD.

## 10. RELATIONSHIP OF PARTIES

RIEGERT is an independent contractor of CEPD. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's discretion to terminate this Agreement without cause as set forth elsewhere herein. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits.

It is agreed between the parties that, in the event that CEPD chooses to provide the services of additional and/or other personnel to the CEPD at any time for any reason, CEPD will be solely responsible for such personnel's hiring, firing, performance and any and all other aspects of provision of such other services. CEPD specifically indemnifies and holds RIEGERT harmless as to any actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with CEPD's provision of such additional and/or other personnel and/or CEPD's request that RIEGERT provide supervisory services related to such person or persons.

## 11. OTHER ACTIVITIES

RIEGERT, and RIEGERT'S employees, agents, and subcontractors are free to engage in other independent contracting activities, provided that RIEGERT does not engage in any such activities which, in RIEGERT'S sole judgment, are inconsistent with or in conflict with any provisions hereof, or that, in RIEGERT'S sole judgment, so occupy RIEGERT'S attention as to interfere with the proper and efficient performance of Administrative services thereunder.

## 12. MISCELLANEOUS

(a) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or RIEGERT's relationship with CEPD, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be incurred, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(c) Insurance. As an independent contractor, RIEGERT shall provide insurance coverage(s) as required by CEPD for those professional services provided through CEPD. *Attachment 2*.

(d) Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(e) Amendment. This Agreement may be amended only by a writing signed by RIEGERT and by a duly authorized representative of CEPD.

(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) Notices. Any notice, hereunder or pursuant to law shall be sufficient if in writing, sent by certified or registered mail, with postage prepaid, or fax RIEGERT at the following address: 19621 N. Tamiami Trail, Lot 39, North Fort Myers, FL 33903, or to CEPD at the following address: 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924.

(h) Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in Lee County, Florida. Each party submits to the jurisdiction of such court.

Captiva Erosion Prevention District:

Louis John Riegert Jr

By: \_\_\_\_\_  
Michael C. Mullins

By: \_\_\_\_\_  
Louis John Riegert Jr

Title: Chairman, CEPD Board of  
Commissioners

Address: Po Box 1, Captiva, Florida 33924

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

Attachment 1

## SCOPE OF SERVICES

**The following Scope of Work shall constitute the general responsibilities of RIEGERT, and may be modified from time to time by the Captiva Erosion Prevention District Board. The responsibilities listed are not all inclusive of the management services. For those services not included in the Scope of**

**Services, RIEGERT will provide an associated cost for review and approval by the CEPD before executing any such services.**

## **DEPUTY ADMINISTRATOR**

Performing duties in coordination with the Administrator, the Deputy Administrator will work on an independent contract basis to perform the functions described below.

### **1. OFFICE ADMINISTRATION**

- a. Supervise the day to day running of the CEPD offices, including staffing the CEPD office as necessary to discharge the obligations of the Consultant.
- b. Collection, copying and responding to mail and telephone inquiries.
- c. Organize and maintain files, and act as Custodian of Board records, including maintenance of offsite storage.
- d. Order supplies and equipment.

### **2. MEETINGS**

- a. Advertise and notify citizens, necessary authorities, and consultants of regular and special meetings.
- b. Attend meetings, keep records of proceedings, and take minutes.
- c. Provide administrative assistance to CEPD Board members for CEPD business.
- d. Represent the Board at any meeting or seminar, as approved by the Board, and as generally required by administrative duties, within the Lee County, Charlotte County, and Collier County area. Meetings outside of the Lee County, Charlotte County and Collier County area will be attended; however all travel expenses including mileage, food, lodging, and airline tickets will be reimbursable.

### **3. LIAISON WITH COMMISSIONERS AND LEGAL COUNSEL**

- a. Notify Commissioners of any changes in meeting dates or items in the reading file in which they have a special interest or expertise.
- b. Photocopy pertinent information, correspondence and news reports and distribute to Commissioners and counsel.

### **4. PUBLIC RELATIONS**

- a. Keep general reading files, maintain other files accessible to the public during office hours, and provide whatever assistance necessary and reasonable to provide information on erosion problems.
- b. Supervise the production of a newsletter, when so directed, informing taxpayers and other interested parties on Board activities, and other activities related to erosion control.
- c. Manage and coordinate contents of website.

**5. BEACH MAINTENANCE (TDC)**

- a. Monitors beach conditions. Provides daily report to MOTE Marine Lab.
- b. Writes and assists with Beach Brief preparation and distribution with project schedules and progress.
- c. Assists the Administrator with reporting and documentation of beach construction progress and related permit compliance issues.
- d. Other related duties as requested.

**6. BEACH PARKING LOT MANAGEMENT**

- a. Prepares the deposit of moneys collected from the parking machines and takes to the bank.
- b. Maintains log of parking lot receipts and sales activity. Distributes this information to the Commissioners as requested.
- c. Reports ticket sales to Lee County Parks & Recreation monthly.
- d. Monitors Captiva sign maintenance at Turner Beach parking lot and Alison Hagerup parking lot.

**7. ADMINISTRATION SUPPORT:**

- a. Collects, copies and responds to mail, email, and telephone inquiries.
- b. Obtains signatures on checks, mails checks, and files supporting documentation.
- c. Makes deposits at the bank.
- d. Scans and emails copies of deposits to accountant.
- e. Responds to government and agency inquiries, or forwards to Administrator for response.
- f. Digital and hard copy file management.
- g. Manages archive and cloud storage.
- h. Provides general administrative assistance to the Administrator, CEPD Accountant, and CEPD Board Members for CEPD business.
- i. Notifies Commissioners of any changes in meeting dates or items in the reading file in which they have a special interest or expertise.
- j. Advertises and notifies citizens, necessary authorities, and consultants of regular, emergency and special meetings, including posting at post office.
- k. Photocopies pertinent information, correspondence and news reports and distributes to Commissioners and counsel. Keeps in logs as necessary.
- l. Posts and distributes approved meeting agendas.
- m. Generates word processing and spread sheets including use of presentation software.
- n. Manages contact files and mailing lists.
- o. Attends, records and take minutes at Budget Hearings, Regular Board Meetings, Town Hall, and Special Meetings.
- p. Responsible for reserving the Meeting Room and set up, including all equipment.
- q. Assists in preparation of meeting packets.
- r. Distributes meeting packets to commissioners.

- s. Maintains audio recordings of meetings on CD and electronic file, such as Drop Box, for distribution as needed.
- t. Assists as needed with presentations.
- u. Assists with Newsletter development and distribution.
- v. Manages electronic (Constant Contact) and hard copy publications and distribution of the Newsletter.
- w. Writes and assists with Beach Briefs and Press Release development and distribution.
- x. Maintains press clipping files.
- y. Manages updates to the CEPD website.
- z. Maintains a safe, secure, clean and well equipped/supplied District office.
- aa. Troubleshoots technical problems.
- bb. Contacts and follows up with vendors for repairs or maintenance needs.
- cc. Responds to all pay requests and facilitates journal entries of payments.
- dd. Manages off site storage
- ee. Interfaces with the general public.
- ff. Takes photos of conditions or events.
- gg. Maintains positive and productive relationships with government and agency officials.
- hh. Assists Administrator with management of all Federal, State, and Local Government grants and funds awarded to the District including reporting, record keeping, reimbursement requests, closeouts and compliance requirements.

**Exhibit A**  
**Draft Captiva Island and Sanibel Island Beach Renourishment Project**  
**Public Access Assessment**  
**December 11, 2019**

## **INTRODUCTION**

The most recent Captiva Island and Sanibel Island Beach Renourishment Project was constructed in the winter of 2013-14, and the next project is scheduled for 2020-21. Historically, funding for coastal management and periodic beach nourishment along Captiva and Sanibel Islands has been shared by the Captiva Island Erosion Prevention District (CEPD), the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), the Federal Emergency Management Agency (FEMA), and Lee County. Due to the withdrawal of the Corps of Engineers funding during the last project, this study will also focus on how CEPD can re-establish funding.

While the FDEP and the USACE have different criteria for project cost sharing for beach nourishment projects, they are both determined in part by available public access, which includes beach parking, access and accommodations. The CEPD has existing project funding agreements with the FDEP that includes identification of beach access and parking locations that contribute to state cost share. The requirements for state cost share based on parking and access are detailed in FDEP Rule 62B-36. Recently, the existing parking and access information on Captiva Island was updated through the 2020/2021 Local Government Funding Request (LGFR) assessment process. The USACE guidance and eligibility determination (July 2016 Public Use Determination for Shore Protection Projects, ER 1165-2-130 and ER 1105-2-100) is more subjective than the FDEP process, and is based on a more recent interpretation of the regulations.

## **SCOPE OF WORK**

The draft scope of work that follows is for discussion purposes. The draft scope of services includes a summary of the present public access and an assessment to determine if there are existing or easily adaptable, eligible features for which CEPD can receive credit (existing parking/access, bike racks, trolley, etc.). This will be approached from the perspective of maintaining the island's culture, and is not intended to redesign the islands public access in new ways such as exploring new infrastructure or rezoning. APTIM will describe the present public access status, the latest state (i.e. 2020/2021) and federal cost share and assist the CEPD in consultation with state and federal agencies to assess the eligibility of these features. The work will include a cost sharing summary and a basic description of cost sharing methodology for both sources.

The following tasks are included in this proposal:

### **Task 1: History of Project Funding**

APTIM will prepare a summary describing state and federal funding for previous CEPD projects. This report will include details of successful project funding pathways, including the integration of FEMA and USACE emergency eligibility. Approximate prior cost sharing amounts between

the FDEP, Lee County, USACE, FEMA and the CEPD will be detailed, based on available information.

Historically, hotels were not used in the calculation of shoreline eligibility for state cost share. APTIM will investigate how hotels were successfully included in the FDEP rule, with the aim of requesting private rental properties be incorporated into future rule changes.

### **Task 2: Summary of Existing Public Access and Basis for Federal & State Cost Sharing**

APTIM will prepare a summary of the existing public access along Captiva Island and describe how it contributes to state and federal cost share. APTIM will document the current state and federal requirements in a summary table cross-referenced with state and federal rule or guideline numbers to act as a “reference manual.” This will support a simultaneous assessment of the present status with a focus on how cost sharing was calculated.

The USACE is preparing a number of feasibility studies that will use their latest parking and access guidelines. APTIM has already gained considerable insight into these subjective and rule based methods and will consult with the USACE, review the policies used for determining project cost sharing and summarize the latest procedures for consideration by the CEPD. The latest guidance was updated July 2016, but they are not specific, and will require extensive review after implementation. The draft feasibility reports for Collier, Flagler and Monroe counties will be published in early 2020, and will be used to provide insight for the Captiva Island status. APTIM will summarize the applicable public access and cost sharing results of the available feasibility reports, and use them to interpret Captiva Island status as a basis for approaching the USACE on the specific eligibility of Captiva Island.

### **Task 3: Summary of Potential Improvements to Public Access**

In a summary document, APTIM will consolidate the CEPD’s recommendations for, as well as assist the CEPD in, identifying potential improvements and essential features or characteristics of public access needed to gain acceptance of them and increase state and federal cost sharing. This task will identify shoreline lengths that are not currently considered eligible for state or federal cost share. APTIM will identify existing locations that may not be currently accounted for or that can be slightly modified (with the addition of signage, bike racks, trolley stops) in order to maintain or increase the current level of cost share.

We will also identify subjective criteria, particularly as it relates to federal funding rules that can demonstrate compliance. The summary will include common themes or take-aways from ongoing federal feasibility reports mentioned in the previous Task. These findings will be discussed with CEPD prior to coordination with state and federal officials.

We are aware that the CEPD has reached out to FSBPA to support state rule changes on the topic of rental housing eligibility for cost sharing. As it relates to the island’s current status, we will reference and summarize the rental housing status documented in the CEPD’s latest economic study report, and why they are not eligible under the current funding rules as a basis for requesting a rule change.

APTIM will participate in two on-site meetings to coordinate and share the parking, access and accommodation status relative to the state and federal cost share with the CEPD and interested parties. Additionally, we will participate in phone meetings, as required with the CEPD and state and federal agencies with the aim of gathering consensus on increasing both state and federal cost share on Captiva Island.

## **ASSUMPTIONS AND SUMMARY**

No field investigations are assumed to be required in this scope of services. It is assumed all required field investigations have or will be conducted by the CEPD and provided to APTIM. This proposal does not include an assessment of the FDEP ranking of the CEPD's project or full ranking methodology. This proposal does not include evaluations into potential re-zoning or the purchase or re-purposing of properties. APTIM will rely on the CEPD and its staff to assess the property owner's positions to assist in the increase of public access.

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