



**SCOPE OF WORK  
COASTAL ENGINEERING SERVICES -CITY OF SANIBEL  
AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is made and executed this \_\_\_\_ day of August, 2021 by and between the CITY OF SANIBEL, FLORIDA hereinafter designated as the OWNER, and the professional engineering firm of HUMISTON & MOORE ENGINEERS hereinafter referred to as the CONSULTANT.

WHEREAS, the OWNER is responsible for professional engineering services within the incorporated limits of Sanibel, Florida; and

WHEREAS, the CONSULTANT has a staff of engineers and technicians qualified in the field of Coastal Engineering, includes a collective staff of qualified engineers, and personnel experienced in coastal engineering, and other duties related to the responsibilities of the OWNER's Engineering and Natural Resources Departments for assessment, permitting and management of Sanibel's coastline, and

WHEREAS, the purpose of this Agreement for Consulting Services is to set forth certain terms and conditions by which the OWNER and CONSULTANT agree on the services necessary for the continued assessment of the erosion and beach fill programs and monitoring along the north end of Sanibel Island, and the OWNER and CONSULTANT agree on compensation by the OWNER for such services described herein.

NOW, THEREFORE, the parties hereto do mutually agree that the CONSULTANT shall provide services in the fields of engineering and other related areas for those assignments to which this agreement applies, and CONSULTANT will provide consultation and advice to the OWNER during the performance of CONSULTANT's services on the terms and conditions hereinafter set forth.

The PROJECT area is located on Sanibel Island extending approximately 1.5 miles south of Blind Pass. including the areas in which beach fill is placed from maintenance dredging of Blind Pass, previous fill has been placed under past CEPD beach restoration projects, and the Sanibel-Captive Shore Protection project was completed in 2020.

**Proposed Scope of Services for Work Order Agreement**

Following the initial data collection and coastal engineering work completed under City of Sanibel Purchase Order 1900598-00, to address the beach erosion experienced on northern Sanibel Island, the following continued scope is proposed. Written confirmation will be required prior to commencing services.

**Task 01 – 05-Beach-Conditions-Update**

Blind Pass was dredged in 2017 and is tentatively scheduled for dredging in 2022. Annual monitoring surveys and reports are conducted by Lee County in accordance with the physical monitoring requirements associated with implementation of the Blind Pass Inlet Maintenance Dredging. H&M has reviewed the 2018 and 2019 reports when preparing the evaluation of alternatives for beach maintenance at the north end of Sanibel Island in 2020.

Humiston & Moore Engineers (H&M) will obtain the data collected at the inlet for the 2017, 2018, 2019 and 2020 surveys to establish and maintain a database for the surveyed inlet changes and the localized changes surveyed along the north end of the island. H&M will provide a summary of the changes, both nearshore and upland in context with the inlet shoal variations during the same time periods. This information will be used to track the stability of the north end of the island in relation to potential sand placement needs and the overall scheduling of dredging at Blind Pass, including the proposed disposal plan. As part of that assessment, H&M will conduct updated drone photography on a 6-month cycle to track the shoreline in the vicinity of Blind Pass to Bowman’s Beach including the area of the 2020 Shore Protection Project completed at Sanibel Captiva Road.

**Deliverable:** Summary data and analysis of conditions along north end of Sanibel in pdf format.

**Estimate Timeline:** 90 days after City of Sanibel Authorization.

**\$6,000 (LS)**  
**Billed as (Lum Sum Amount)**

**Task 02 – 05-Beach-Data-Collection (Data Mapping)**

Should shoreline and nearshore changes undergo significant changes, upon request by the City, H&M will be collecting updated site data for evaluation, using Digital Elevation Mapping (DEM) and nearshore bathymetry. This information would be compared with previous mapping for qualitative assessment and for support in deciding if interim sand placement is warranted. The updated report would summarize changes since previous mapping and provide a 1 page summary with exhibits illustrating volumetric changes in the nearshore and ebb shoal region off the north end of Sanibel Island.

**Deliverable:** Summary data and analysis in pdf format.

**Estimate Timeline:** 60 days after request received from the City of Sanibel.

**\$3,000 (LS)**  
**(Billed as Lump Sum Amount)**

**Task 03 – 05-Beach-State-Federal-Permitting**

Based on the evaluation of stability of the north end of Sanibel interim truck hauling operations up to 10,000 cubic yards may be anticipated. The City has a Joint Coastal Permit for upland sand disposal along the center of the island for dune and beach berm restoration on an as-needed basis using compatible beach sand from an upland source approved by the state. To remain in a responsive position in case of adverse shoreline conditions from dredging impacts at Blind Pass or storm events, H&M proposes to obtain a similar permit for beach fill as needed up to 10,000 cy/year when other sand fill programs are not imminent and sand placement is necessary.

**Pre-application meetings:** H&M will use existing data from the ongoing monitoring and request authorizations through the state and federal permitting process. The area of fill placement would

remain within the limits previously authorized by the state and federal agencies as part of the Captiva Beach Nourishment program. This would allow for the City to act separately and independently when the City deems supplemental sand fill is necessary. The process will begin by assembling a draft plan involving a two page summary along with exhibits for beach fill areas for review by City staff. Upon acceptance, H&M will coordinate pre-application meeting with the state and federal agencies.

**Deliverable:** Provide City with copies of pre-application meeting notes with the state DEP and the federal USACE regulatory agencies in pdf format.

**Estimated Timeline:** 90 days after acceptance of Task 2 deliverable or authorization from City of Sanibel.

**\$2,500 (LS)**  
**(Billed as Lump Sum Amount)**

**Applications:** Based on the results of the pre-application meetings, H&M will prepare necessary applications for the proposed fill placement. Draft copies of the applications will be provided to City staff in advance for approval prior to filing with the DEP and USACE.

**Deliverable:** Provide City with copies of DEP and USACE applications in pdf format.

**Estimated Timeline:** 60 days after pre-application meeting.

**\$4,500 (TM)**  
**(Billed Not to Exceed – Detail Time & Materials)**

**Permit Processing:** H&M will respond to agency Requests for Additional Information (RAI, one anticipated from the DEP and one from USACE) to complete the applications and processing of the permits.

**Deliverable:** Provide City with copies of DEP and USACE authorizations in pdf format.

**Estimated Timeline:** 180 days after application filing with the DEP and USACE.

**\$4,000 (T&M)**  
**(Billed Not to Exceed – Detail Time & Materials)**

#### **Task 04 – 05 Beach Pre-construction (pre-qualify vendors)**

It is recommended that the City pre-qualify vendors for placement of sand from inland sources approved by DEP based on experience and performance in SW Florida. H&M will provide support to City staff (Natural Resources).

**Deliverable:** Provide City with a set of criteria for selection of beach fill supply and grading as a basis for selection of vendors in pdf format.

**Estimated Timeline:** 60 days after receipt of initial request from the City to coordinate this effort

**\$2,500 (T&M)**  
**(Billed Not to Exceed – Detail Time & Materials)**

#### **TIME OF COMPLETION**

CONSULTANT shall complete the services provided under this agreement within time frames noted based on timing of request from City.

**COMPENSATION**

For services provided under this agreement, OWNER shall pay CONSULTANT amounts for each task listed below with a total estimated budget of \$22,500.

Task 1: Beach Conditions Update	\$6,000
Task 2: Beach Data Collection (Data Mapping)	\$3,000
Task 3: Beach State Federal Permitting	\$11,000
Task 4: Beach Pre-construction (pre-qualify vendors)	\$2,500

**INVOICE PROCEDURES AND PAYMENT**

CONSULTANT shall submit an invoice upon submittal and acceptance of deliverable for each Task. Invoices submitted by CONSULTANT shall be due and payable by the OWNER upon receipt.

The CONSULTANT and OWNER hereby agree that payment as provided herein will be made for such said work in accordance with the OWNER's Prompt Payment Policies, Sec. 2-306 Sanibel Code, a copy of which CONSULTANT acknowledges receipt of.

It is understood and agreed that CONSULTANT services under this agreement do not include participation in any litigation, or any other tasks not specifically described by this scope of work. Should such services be required, a supplemental agreement may be negotiated between the OWNER and CONSULTANT describing the services desired and providing a basis for compensation to CONSULTANT.

**OWNER'S RESPONSIBILITIES**

In connection with the performance of services hereunder by the CONSULTANT, the OWNER shall:

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the project, including previous reports and any other data relative to this project.

Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have authority to the extent permitted under this agreement. Such person shall have authority to the extent permitted by law to transmit instruction, receive information, interpret and define OWNER's policies, and make decisions with respect to materials, equipment, elements, and systems pertinent to the CONSULTANT's services. Unless and until specified otherwise in writing, OWNER's representative shall be the Director of the City of Sanibel Natural Resources Department, James Evans.

Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work or services provided hereunder.

**DOCUMENTS**

All plans and other documents prepared by CONSULTANT pursuant to this agreement are instruments of service in respect to the project and become Property of the OWNER. These include the final report on PDF format, CAD files and GIS layers, as appropriate. Any reuse of documents and exhibits shall be at the sole risk and liability of the OWNER.

### **SUCCESSORS**

OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

### **ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate subject to OWNER's approval to assist in the performance of service hereunder.

### **THIRD PARTIES**

Nothing herein shall be construed to give any rights or benefits hereunder to any person other than the OWNER and CONSULTANT.

### **TERMINATION**

The obligation to provide further services under this agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The OWNER has the right to terminate without cause upon fifteen days' written notice, in which case the OWNER will pay the fees accrued prior to date of notice.

### **CONTROLLING LAW**

This agreement is to be governed by the laws of the State of Florida.

### **CONFLICTS OF INTEREST**

The CONSULTANT represents and warrants unto the OWNER that no officer, employee, or agent of the OWNER has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. CONSULTANT further represents and warrants to the OWNER that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement, and that it has not agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with the carrying out of this agreement.

**MUTUAL WAIVE OF CONSEQUENTIAL DAMAGES**

In no event shall either Party be liable to the other for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, indemnification, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damage.

**ENTIRE AGREEMENT**

This document contains the complete agreement by and between the parties, and said agreement may not be amended except by further written agreement executed by both parties and approved by OWNER's City Council.

In WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first written above.

(SEAL)

**OWNER:  
CITY OF SANIBEL, FLORIDA**

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

ATTEST

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

(SEAL)

**CONSULTANT:  
Humiston & Moore Engineers, P.A.**

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

ATTEST

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_