

**Sebastian Inlet District  
Regular Commission Meeting  
Wednesday, 4 PM, April 9, 2025  
Sebastian Inlet District Office  
114 Sixth Avenue  
Indialantic, FL, 32903**

**AGENDA**

- I. Call to Order – Chairman Barney
- II. Approval of Minutes – Regular Commission Mtg. – March 12, 2025 (PP 3-7)
- III. Additions and deletions
- IV. Presentations
  - A) Presentation of independent Auditor’s Report for Sebastian Inlet District FY 2024 Financial Statements – Christine Noll-Rhan, Carr, Riggs & Ingram, LLC
  - B) 2024 Seagrass Monitoring Update – Steven Trbovich, AtkinsRéalis
- V. Information and Discussion Agenda
  - A) Executive Director’s Reports:
    - 1. Update on the 2024/2025 North Jetty Revetment Improvements Project – Phase 1
    - 2. FDEP Grant 22IR2 Reimbursement Billing No. 5 (PP 8-9)
    - 3. Update on District Staffing – Senior Contracts/Accounting Manager Position
- VI. Consent Agenda
  - A) Authorized Work for Commission Review
    - 1. No items.
  - B) Recommended for Approval
    - 1. Work Order No. 2425-014-ATKR, AtkinsRéalis 2025 Flood Tidal Shoal Seagrass Monitoring and Hardbottom Biological Monitoring (PP 10-15)
    - 2. Change Order No. 2 (Contract Time Extension) – Work Order No. 2425-006-ATL, ATL Diversified, Inc. 2024/2025 Sand Trap Dredging and Beach Placement Project (PP 16-29)
- VII. Public Comment on Consent Agenda Items

**VIII. Board Vote on Consent Agenda**

**IX. Public Outreach Activities (P 30)**

**X. Park Matters — Ken Torres**

**XI. Legal Counsel Update – Shawn L. Demers, Gray Robinson**

**XII. Public Comment Period**

**XIII. Commissioners' Items**

**Secretary/Treasurer Michael Rowland**

**Vice Chair Frazier**

**Chairman Barney**

**Commissioner Campbell**

**Commissioner Marshall**

**XI. Unfinished Business**

**XII. New Business**

**XIV. Adjournment**

**Sebastian Inlet District**  
Regular Commission Meeting  
Wednesday, 4:30 PM, March 12, 2025  
North Indian River County Library  
1001 Sebastian Blvd.  
Sebastian, FL 32958

Minutes

Present at the meeting were: Chairman David Barney, Commissioner Lisa Frazier (Vice Chair), Commissioner Michael Rowland (Secretary/Treasurer) and Commissioner John Campbell. Commissioner TJ Marshall was absent (excused). Also, in attendance were: Executive Director James Gray (SID), Public Outreach Associate Ed Garland (SID), Legal Counsel Shawn Demers (SID), Dr. Gary Zarillo (Florida Tech), Ken Torres (SISP), Jennifer Miller (SISP), Marie Yarbrough (AtkinsRéalís), Justin Bartusek (AtkinsRéalís), Peter Gaudion (FWC), Eric Charest (IRC), Dustin Vangeison (IRC) and Bob Auwaerter (Indian River Shores resident).

Under Agenda Item I

Call to Order – Chairman Barney called the meeting to order at 4:30 p.m.

Under Agenda Item II

The Commission discussed the Minutes of the regular Commission meeting of February 12, 2025 and approved them without changes or corrections.

Under Agenda Item III

Additions and Deletions

Commissioners did not request any additions or deletions to the agenda.

Under Agenda Item IV

Presentations

2024 Wind, Wave and Weather Presentation, Dr. Gary Zarillo, Florida Tech

Dr. Zarillo gave his annual Wind, Wave and Weather presentation of Sebastian Inlet data collected in 2024. Collected inlet data includes current, current velocity, current length and speed. He also described how the weather station located at the tip of the north jetty records water temperature, water level, air temperature and barometric pressure, wind speed and direction. He also provided publicly accessible data links that offer real-time data information. This year's presentation included data collected by the Acoustic Doppler Current Profiler (ADCP) from October 2021 to May 2024. Mr. Gray said the data collected by the ADCP will help the District improve its understanding of inlet flows, which will be beneficial to the District's Inlet Management Plan and project planning. Dr. Zarillo's entire presentation is in the recorded minutes.

Under Agenda Item V

Information and Discussion Agenda

A. Executive Director's Reports

1. Update on the 2024/2025 North Jetty Revetment Improvements Project – Phase 1

Mr. Gray gave a slide show presentation updating the Commission on the North Jetty Improvement Project – Phase 1. A change order approved by the Commission in February will add 22 feet of additional construction to the seawall. The project cost, including the adjustment for the change order, is approximately \$2.2 million and the anticipated completion is July or August. He shared “before and after” photos of the project’s progress. The contractor will pour the concrete seawall before installing the marine mattresses and granite armor stone. The sheet pile for the 22-foot extension will be driven as early as next week. Responding to Chairman Barney, Mr. Gray confirmed that the 22-foot section of pier to be replaced has been demolished and removed offsite.

2. Update on the 2024/2025 Sand Trap Dredging and Beach Placement Project

Mr. Gray gave a slide show highlighting progress on the 2024/2025 Sand Trap Dredging and Beach Placement Project. About 175,000 cubic yards of dredged material will be placed on Sector 1 and Sector 2 will receive about 92,000 cubic yards of beach-compatible material via truck hauling. Under Phase 3, about 35,000 cubic yards of non-compatible material will be deposited in the District’s Dredged Materials Management Area (DMMA). The slide show included images of completed areas of Sector 2. The dredge is anchored in the inlet. Dredging has not commenced, but the in water pipe fusing is nearly completed.

The contractor has completed the placement of 80,000 cubic yards of truck-hauled sand and has placed 2,000 cubic yards of the additional 12,000 cubic yards the Commission approved in February as a change order. All beach related construction is scheduled to be completed by the end of April. Chairman Barney asked when dredging will begin. Ms. Yarbrough said dredging is expected to begin next week. Chairman Barney asked for the daily dredging volume to meet the contract requirements. Mr. Gray said the contractor can dredge about 4,000 to 5,000 cubic yards a day. Ms. Yarbrough said the critical element is whether the beach crew placing the sand can keep up with the dredge. However, when the truck hauling phase is complete, this crew will augment the beach crew working on the dredging phase of the project. Chairman Barney asked Ms. Yarbrough if she was confident that the 175,000-cubic goal will be met. Ms. Yarbrough said she will have a realistic answer after the dredge has been operating for a couple of days. Mr. Gray said he will update the Commission at the April meeting.

3. July 2009-September 2024 Department of Management Services Division of Retirement – Sebastian Inlet Tax District Audit

Mr. Gray said the Division of Retirement completed a limited scope audit of the District and concluded that the District’s operations related to retirement coverage comply with Florida Statutes and associated rules. Mr. Gray said the District was last audited 10 years ago.

4. FDEP Grant 24IR1 – Application For Payment No. 1 – Reimbursement

Mr. Gray said the District received a \$337,825.12 check from FDEP for the partial reimbursement of the 2022/23 Upland Sand Truck Haul and Beach Placement Project. This funding will be included in the District’s upcoming budget discussions. Chairman Barney asked whether FDEP still owes an additional \$300,000. Mr. Gray confirmed that the District is expected to receive about \$300,000 of additional funds.

He said Grant 24IR1 was amended to add funds, which means the District is eligible for about \$7 million in funds for the 2024/25 Sand Trap Dredging and Beach Placement Project.

5. Update on District Staffing – Senior Contracts/Accounting Manager Position  
Mr. Gray said the District has made an offer to a candidate for the District’s Senior Contracts/Accounting Manager position. The candidate has accepted the offer and is expected to join the District by mid-April. Mr. Gray declined to provide further details until he has conferred with Mr. Demers on the onboarding process for the new hire.
6. Discussion of Consent Agenda  
Mr. Gray reviewed the Consent Agenda items for the Commission’s consideration/approval. (Details are found under Agenda Item X).

#### Under Agenda Item VI

##### Public Outreach Activities

Mr. Garland gave an update on the District’s outreach activities. He noted that he has been working on a pilot project with the District’s website host, Streamline, and that the website will have a new look within the next few days. The District will also participate in a beach cleanup event on March 28, 2025.

#### Under Agenda Item VII

##### Park Matters —Ken Torres

Mr. Torres had nothing to report.

#### Under Item VIII

##### Legal Counsel Update — Shawn Demers (Gray Robinson)

Mr. Demers reminded Commissioners not to include other Commissioners on emails to Mr. Gray due to potential Sunshine Law violations.

#### Under Agenda Item IX

##### Public Comment Period

Mr. Auwaerter, vice mayor of the town of Indian River Shores and chair of Indian River County Beach and Shores Preservation Advisory Committee, speaking on his own behalf, recommended an amendment to the draft Memorandum of Agreement between the District and Indian River County to include a provision addressing potential sediment bypassing volume shortfalls.

#### Under Agenda Item X

##### Consent Agenda

#### A. Authorized Work for Commission Review

1. Work Order No. 2425-011-Danbi Marine – District Boat – GPS Equipment Upgrades  
Mr. Gray said that the purchase of upgraded GPS equipment on the District’s boat was the result of a recommendation by Commissioner Rowland during the February 12, 2025 meeting. The Commission directed Mr. Gray to upgrade the equipment using Danbi Marine, a preferred vendor at the marina where the District’s boat is

stored. Under his spending authority, Mr. Gray approved a contract with Danbi Marine for \$4,678 to upgrade and install a new GPS and antenna on the District vessel. Commissioner Frazier asked which line item was used for the purchase. Mr. Gray said the District's Marine Services account will fund new equipment for the District boat.

2. Change Order No. 1 – Shoreline Foundation, Inc. – 2024/2025 North Jetty Revetment Improvements Project – Phase 1

Mr. Gray said the change order, approved during the February 12, 2025 Commission meeting, authorized Shoreline Foundation, inc., to extend construction of the north jetty project approximately 22 feet east with additional sheet pile and armor stone. The extension will prevent a weak point between Phases 1 and 2 of the project. Shoreline has confirmed that the final amount for the change order is \$383,862.15, amending the overall project contract from \$1,842,329.36 to \$2,226,191.51. Staff also applied for a 50 percent cost-share grant from the state to assist in the funding

B. Recommended for Approval

1. Work Order No. 2425-013-FIT – Florida Institute of Technology, Inc. Wave, Weather, and Tide Data Collection at Sebastian Inlet, Florida, for 2025-2026

Mr. Gray said the proposed work order is a continuation of the modeling, monitoring and reporting services that Florida Tech has provided under a contract approved in 2020. Florida Tech collects wave, water level, water temperature and meteorological data necessary to document and understand the natural forces occurring in the vicinity of Sebastian Inlet.

**Recommended Action:** The recommendation of staff is for the Commission to approve Work Order No. 2425-013-FIT to the contract with Florida Tech and authorize Mr. Gray to sign on behalf of the District.

Commissioner Frazier made a motion to approve the Consent Agenda. Commissioner Rowland seconded the motion. **The motion carried 4-0.**

Under Item XI

Commissioner Items

Secretary/Treasurer Rowland — Glad about the electronics upgrade to the District's vessel.

Commissioner Marshall — Absent.

Chairman Barney — Concerned about meeting the District's sand dredging and placement goal of 175,000 cubic yards. He also reminded Commissioners to brainstorm on ideas for developing an orientation package, which will be discussed during the April 9, 2025 meeting.

Vice Chair Frazier — Would like to discuss during the April meeting updating the agenda so that it flows better, particularly the need to relocate the Consent Item approval motions. She also asked if the District is among the boards or commissions that Gov. DeSantis is considering eliminating. Mr. Gray is looking into the issue.

Commissioner Campbell — Nothing.

Under Item XII

Unfinished Business

No Unfinished business.

Under Item XIII

New Business

No new business

Under Item XIV

Adjournment — Chairman Barney adjourned the meeting at 5:55 p.m.

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Secretary/Treasurer

Date

DRAFT

Executive Director Updates A.2.

**FDEP Grant 22IR2 – Application For Payment No. 5 – Reimbursement**

Specific to FDEP Grant No. 22IR2, on January 30, 2025, the District submitted Billing No. 5 to FDEP in the amount of \$38,591.97. The billing was for the partial reimbursement of the permit required Post Construction Monitoring of the 2020/21 DMMA Truck Haul and Beach Placement Project.

On March 20, 2025, the District received payment of \$38,591.97. This update provides a record of payment. Staff will provide subsequent billings and payments under Grant No. 22IR2 to the Board once completed.

MAR 20 2025

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
REMITTANCE ADVICE

|   |               |            |                                |                |                  |                       |
|---|---------------|------------|--------------------------------|----------------|------------------|-----------------------|
| FLAIR ACCOUNT CODE<br>37-202423001-37500400-00-14012624 | OLO<br>370000 | SITE<br>08 | DOCUMENT NUMBER<br>D5000420915 | OBJECT<br>7510 | DATE<br>03/13/25 | PAYMENT NO<br>0701396 |
|---|---------------|------------|--------------------------------|----------------|------------------|-----------------------|

|                                |
|--------------------------------|
| PAYMENT AMOUNT<br>\$ 38,591.97 |
|--------------------------------|

|                               |
|-------------------------------|
| AGENCY DOCUMENT NO<br>VF09414 |
|-------------------------------|

SEBASTIAN INLET TAX DISTRICT  
SEBASTIAN INLET DISTRICT  
114 SIXTH AVENUE  
INDIALANTIC FL 32903

PLEASE DIRECT QUESTIONS TO: (850) 245-2465, 08-CONTRACTS

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

| INVOICE NUMBER | AMOUNT       |
|----------------|--------------|
| 5              | \$ 38,591.97 |

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



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|---|---------------------|----------------|----------------|------------------|----------------------------|----------------|
| FLAIR ACCOUNT CODE<br>37-202423001-37500400-00-14012624 | SWDN<br>D5000420915 | ADN<br>VF09414 | OBJECT<br>7510 | DATE<br>03/13/25 | WARRANT NO<br>54-0701396-0 | 56-1544<br>441 |
|---|---------------------|----------------|----------------|------------------|----------------------------|----------------|

OLO 370000 SITE 08 CONTACT (850) 245-2465 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES

4-39-442 928

AMOUNT

THIRTY-EIGHT-THOUSAND-FIVE-HUNDRED-NINETY-ONE & 97/100 DOLLARS

\$\*\*\*\*38,591.97

EXPENSE WARRANT

PAY TO THE ORDER OF

SEBASTIAN INLET TAX DISTRICT  
SEBASTIAN INLET DISTRICT  
114 SIXTH AVENUE  
INDIALANTIC FL 32903


TO: DIVISION OF TREASURY  
TALLAHASSEE

JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

**SEBASTIAN INLET DISTRICT  
BOARD MEMORANDUM**


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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Work Order No. 2425-014 - ATKR, AtkinsRealis  
2025 Flood Tidal Shoal Seagrass Monitoring and Hardbottom Biological  
Monitoring**

**DATE:** April 2, 2025

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**BACKGROUND**

On October 14, 2020, the Board approved a contract with Atkins North America, Inc., now AtkinsRéalisis (Atkins), for continuing professional coastal engineering and biological support services.

**DESCRIPTION AND CONDITIONS**

The proposed Work Order No. 2425-014 - ATKR provides the continuation of annual aerial analysis and field monitoring of the seagrasses within the flood tidal shoal, provides permit required post construction monitoring of seagrasses along the Sebastian Inlet navigation channel corridor, and permit required post construction hardbottom monitoring offshore of the 2024/2025 Sand Trap Dredging and Beach Placement project.

The total amount of the work order is \$176,083.76 and will be invoiced on a not-to-exceed fee basis only for actual expended effort.

**FUNDING**

Funding for this expenditure is budgeted and available under Mitigation Monitoring Account No. 5373-314 (Tasks 2, 3 and 4) and Sand Trap Dredging/Permit Related Costs/Monitoring Account No. 5372-470 (Tasks 1, 5, 6,7, and 8) Additionally, the permit required services provided under Work Order No. 2425-014-ATKR are eligible for 50% State cost share under the Florida Department of Environmental Protection Beach Management Funding Assistance Program Grant No. 24IR1-Amendment No. 2

**RECOMMENDATION**

The recommendation of staff is for the Board to approve Work Order No. 2425-014 – ATKR to the contract with AtkinsRealis and authorize the Executive Director to sign on behalf of the District.

Page 2  
SID Agenda Item – WO No. 22425-014-ATKR  
April 9 2025

**ATTACHMENT**

AtkinsRealis Work Order No. 2425-014 – ATK, dated April 2, 2025

**APPROVED AGENDA ITEM FOR: APRIL 9, 2025**

March 31, 2025

James D. Gray, Jr.  
Executive Director  
114 Sixth Avenue  
Indialantic, Florida 32903  
(321) 724-5175  
jgray@sitd.us

RE: 2025 Flood Tidal Shoal/Dredge Transect Seagrass and Hardbottom Biological Monitoring

Dear Mr. Gray

As requested, AtkinsRéalis is submitting a scope for Aerial Analysis and Field Verification of Seagrass on the Flood Tidal Shoals, Dredge Transect Seagrass, and Hardbottom Transect Biological Monitoring.

## Background

The 2025 flood tidal shoal monitoring will consist of the annual monitoring of seagrass coverage on the flood tidal shoals. The annual monitoring on the shoals focuses on the extent of seagrass coverage on the flood tidal shoal and anthropogenic impacts on the shoal. In addition, this scope of service includes dredge transect seagrass and biological hardbottom monitoring in accordance with the Seagrass Monitoring Plan and the Biological Monitoring Plan incorporated into the Florida Department of Environmental Protection Permit Number 0270746-006-JC. AtkinsRéalis staff will survey the 46 dredge transects identified in the Seagrass Monitoring Plan, along with the eight (8) established hardbottom transects. These efforts are represented by the tasks below. The costs provided represent not-to-exceed estimates; the performance of this scope of services is based on time and materials.

## Scope of Services

The scope of work for this project is divided into the nine (9) tasks below:

### Task 1: Mobilization/Preparation

All logistics, equipment, and expenses required for the monitoring and field work will be prepared and mobilized. This task covers four (4) separate mobilizations with the first mobilization for the field verification of seagrass on the flood tidal shoals (one vessel for five days) and up to three (3) mobilizations for field verification of seagrass within the channel (two vessels for two days) with hardbottom transect monitoring (two vessels for eight days).

### Task 2: Aerial Analysis

AtkinsRéalis biologists will work directly with GPI to identify the best date and time to collect the aerial imagery at the flood tidal shoal and ensure that the aerial photographs are of sufficient quality for the analysis. Quantitative estimates of seagrass coverage within the established signage boundaries will be derived from orthorectified aerials using GIS software. Questionable features will be located and noted for field validation; if hotspots of vessel damage to seagrass are observed they will be marked for field investigation. Additionally, quadrat points will be distributed spatially across the shoals to collect species composition and density data.

### **Task 3: Field Validation of Aerials Imagery on the Shoals**

Surveys will field-verify the features and conditions that have been identified remotely, i.e. seagrass species and coverage and anthropogenic impacts (e.g. prop-scar hotspots). This will include data collection on quadrat points.

### **Task 4: Shoal Monitoring Report Writing**

AtkinsRéalis biologists will develop a monitoring report summarizing the results of the aerial analysis and field verification efforts. The information collected from the field validation of the aerials will be compared to the 2024 monitoring event. The annual monitoring data collected on the Sebastian Inlet flood tidal shoal will also be compared to previous data. This includes consultation with the St. John's River Water Management District on data collection and trends within the Indian River Lagoon.

- Deliverable: 2025 Shoal Monitoring Report in pdf format

### **Task 5: Dredge Transect Seagrass Monitoring**

AtkinsRéalis will perform monitoring of all 46 transects in the Seagrass Monitoring Plan unless the final dredge limits truncate the required monitoring limits. This monitoring effort will develop a complete permit required comparison of post-construction and baseline seagrasses survey data along the navigation channel corridor in accordance with the Seagrass Monitoring Plan requirements.

### **Task 6: Biological Hardbottom Monitoring**

AtkinsRéalis will monitor all eight (8) established hardbottom monitoring transects in Sectors 1 and 2 unless the final beach placement limits truncate the required monitoring limits, in accordance with the Biological Monitoring Plan. AtkinsRéalis shall submit weekly progress reports via email to the Bureau of Beaches and Coastal Systems once monitoring is initiated. The weekly progress reports shall include any adverse weather conditions encountered which do not allow for field operations, along with a log of with digital video documentation of all attempts to conduct the survey and weather/visibility conditions which prevented collection of the required data.

- Deliverable: Weekly progress report emails

### **Task 7: Dredge Transect Seagrass Reporting**

AtkinsRéalis will develop a report summarizing the results of the channel transect post-construction monitoring survey compared with the baseline survey data collected in 2024.

- Deliverable: Field notes and survey datasheets (scanned to PDF) and all survey data (in Excel workbook format), Dredge Transect Seagrass Summary Report

### **Task 8: Biological Monitoring Plan Reporting**

AtkinsRéalis staff will prepare all data deliverables after completion of the survey to include digital video transects. In addition, a report will be developed summarizing the results of the post-construction biological monitoring survey with the baseline survey data collected by others.

- Deliverable: Digital video transects on compact disk, Excel spreadsheet, 2025 Biological Monitoring Report in pdf format

## **Assumptions and Exclusions**

The following is a list of assumptions and exclusions that apply to the scope of work.

- This scope of work includes up to three (3) mobilizations for hardbottom transect monitoring efforts. AtkinsRéalis will monitor weather/visibility conditions before initiating mobilization events.
- The hardbottom monitoring effort shall be prioritized for weather windows following completion of the construction project. Weather shall be monitored weekly to anticipate upcoming weather windows. A weather window is defined as three (3) days of forecasted favorable westerly winds resulting in anticipated sufficient water visibility.
- This scope of work does not include services associated with the Contingency Monitoring Plan for completion of the biological survey if hardbottom monitoring is less than 50% complete by

August 15, 2025 due to the persistently adverse visibility conditions. A change order may be required for additional mobilizations if the Contingency Monitoring Plan is executed.

- This scope of work assumes that all prior work performed by other firms, professionals, and others is of sound quality and is ready to be adopted in our phases of design. The work performed by others includes but is not limited to: surveys, environmental analysis and permit consultation. It is expressly understood that AtkinsRéalis and its staff are not responsible for any errors, omissions, or delays resulting from work performed by others.
- The proposed work includes elements which will be required for the first year of construction only. Permit required out-year post construction monitoring (physical and environmental) is not included in the proposed work.
- Aerial flight fees will be contracted directly by and through SID and dates subject to change based on water clarity conditions.

### Project Fee:

The anticipated not-to-exceed fee for this scope is \$176,083.76. The breakdown by task is as follows:

| Task  | Fee         |
|---|-------------|
| Task 1: Mobilization/Preparation (including expenses)     | \$66,083.76 |
| Task 2: Aerial Analysis                                   | \$5,520.00  |
| Task 3: Field Validation of Aerials Imagery on the Shoals | \$8,400.00  |
| Task 4: Shoal Monitoring Report Writing                   | \$8,000.00  |
| Task 5: Dredge Transect Seagrass Monitoring               | \$10,780.00 |
| Task 6: Biological Hardbottom Monitoring                  | \$58,800.00 |
| Task 7: Dredge Transect Seagrass Reporting                | \$4,920.00  |
| Task 8: Biological Monitoring Plan Reporting              | \$13,580.00 |

Compensation values for Scope Items are not-to-exceed estimates for the services identified in the scope above and in accordance with the “MASTER PROFESSIONAL SERVICES AGREEMENT Continuing Professional Coastal Engineering and Biological Support Services” between the Sebastian Inlet District and Atkins North America, Inc dated October 14, 2020. The billing rates for this task order are based on the Billing Rate Schedule in the above referenced contract.

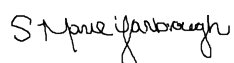
Each invoice submitted will be based on time and materials (per contract labor rates) and include a list of the specific milestone deliverables and their corresponding completion status.

### Anticipated Project Schedule:

| Task  | Complete by:      |
|---|-------------------|
| Task 1. Mobilization/Preparation                          | October 1, 2025   |
| Task 2. Aerial Analysis                                   | October 1, 2025   |
| Task 3. Field Validation of Aerials Imagery on the Shoals | March 31, 2026    |
| Task 4. Shoal Monitoring Report Writing                   | March 31, 2026    |
| Task 5. Dredge Transect Seagrass Monitoring               | October 1, 2025   |
| Task 6. Biological Hardbottom Monitoring                  | October 1, 2025   |
| Task 7. Dredge Transect Seagrass Reporting                | December 31, 2025 |
| Task 8. Biological Monitoring Plan Reporting              | December 31, 2025 |

Should you have any questions or require any additional information please do not hesitate to contact me at (321) 775-6642 or by email at: [Marie.Yarbrough@atkinsrealis.com](mailto:Marie.Yarbrough@atkinsrealis.com).

Kind regards



Marie Yarbrough, PE

CC: Stephen Trbovich and Mark Henry, AtkinsRéalis

| Man Hour and Expense Breakdown |  |          |
|--------------------------------|--|----------|
| Project:                       | 2025 Seagrass and Hardbottom Biological Monitoring | 4/1/2025 |
| BY:                            | ST/MY  |          |

| TASK DESCRIPTION                                 | Engineer II | Senior Engineer II | Senior Project Manager | Senior Scientist III | Senior Scientist II | Senior Scientist I | Scientist II | Scientist I | Senior GIS Analyst III |              |
|--|-------------|--------------------|------------------------|----------------------|---------------------|--------------------|--------------|-------------|------------------------|--------------|
| 01: Mobilization/Preparation                     | 32.0        | 8.0                | 8.0                    | 12.0                 |                     | 48.0               | 48.0         | 80.0        |                        | \$26,760     |
| 02: Aerial Analysis                              |             |                    |                        |                      |                     | 40.0               | 4.0          |             | 2.0                    | \$5,520      |
| 03: Field Validation of Aerial Imagery on Shoals |             |                    |                        |                      |                     | 40.0               |              | 40.0        |                        | \$8,400      |
| 04: Shoal Monitoring Report Writing              |             |                    |                        |                      |                     | 60.0               | 8.0          |             |                        | \$8,000      |
| 05: Dredge Transect Seagrass Monitoring          | 20.0        |                    |                        |                      |                     | 20.0               | 32.0         | 32.0        |                        | \$10,780     |
| 06: Biological Hardbottom Monitoring             | 80.0        | 40.0               |                        |                      |                     | 105.0              | 160.0        | 160.0       |                        | \$58,800     |
| 07: Dredge Transect Seagrass Reporting           |             |                    |                        |                      |                     | 32.0               |              | 12.0        |                        | \$4,920      |
| 08: Biological Monitoring Plan Reporting         |             |                    |                        |                      | 12.0                | 80.0               | 20.0         |             |                        | \$13,580     |
| <b>TOTAL HOURS</b>                               | 132.0       | 48.0               | 8.0                    | 12.0                 | 12.0                | 425.0              | 272.0        | 324.0       | 2.0                    | 1235         |
| <b>LABOR RATE</b>                                | \$115.00    | \$165.00           | \$215.00               | \$190.00             | \$165.00            | \$120.00           | \$100.00     | \$90.00     | \$160.00               |              |
| <b>TOTAL</b>                                     | \$15,180    | \$7,920            | \$1,720                | \$2,280              | \$1,980             | \$51,000           | \$27,200     | \$29,160    | \$320                  | \$136,760.00 |


NOTE: The man hour distribution shown above is for budget estimating purposes only. Actual man hour distribution may vary based on project progress and specific needs. The total estimated fee will not be exceeded without an executed change order.

| Reimbursable Expenses        | Boat Usage (2) | Trucks w/ 4WD (2) | Lodging     | Meals      | Dive Tanks | Dive Equipment |  |  |  |              |
|------------------------------|----------------|-------------------|-------------|------------|------------|----------------|--|--|--|--------------|
| 01: Mobilization/Preparation | 29             | 1                 | 1           | 1          | 1          | 1              |  |  |  | \$ 39,323.76 |
| <b>UNITS</b>                 | DAY            | LUMP              | LUMP        | LUMP       | LUMP       | LUMP           |  |  |  |              |
| <b>RATE</b>                  | \$500.00       | \$5,074.00        | \$12,240.00 | \$4,000.00 | \$1,440.00 | \$2,069.76     |  |  |  |              |
| <b>TOTAL</b>                 | \$ 14,500.00   | \$5,074           | \$12,240    | \$4,000    | \$1,440    | \$2,070        |  |  |  | \$ 39,323.76 |

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Change Order No. 2 (Contract Time Extension) - Work Order No. 2425-006-ATL, ATL Diversified, Inc. 2024/2025 Sand Trap Dredging and Beach Placement Project**

**DATE:** April 1, 2025

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### **BACKGROUND**

On November 13, 2024, the District contracted with ATL Diversified, Inc. (ATL) for construction of the 2024/2025 Sand Trap Dredging and Beach Placement Project. The project will excavate approximately 215,000 cubic yards of sand contained within the Sebastian Inlet sand trap and channel and place beach compatible sediments within the permit approved Sector 1 and 2 beach fill template (R-3.5 – R-17) in Indian River County. The project also includes the placement of approximately 80,000 cubic yards (108,000 tons) of additional beach compatible sand from an upland sand source within the Sector 2 (R-11 – R-17) beaches. The total approved contract amount was \$7,253,300 with project substantial completion by April 30, 2025. The project commenced on January 6, 2025, beginning with the placement of upland sand.

On February 12, 2025, the Board approved Change Order No. 1 to the ATL contract, increasing the upland sand quantity by 15% or from 108,000 tons (80,000 cubic yards) to 124,200 tons (92,000 cubic yards). Change Order No. 1 increased the total ATL contract amount from \$7,253,300 to \$7,787,900 without impacting the April 30, 2025 project completion schedule.

### **DESCRIPTION AND CONDITIONS**

To date, ATL has completed the Sector 2, upland sand hauling phase of the project, placing a total of approximately 124,298 tons (92,072 cubic yards). ATL has the dredge equipment fully mobilized and installed on site. However, the sand trap and channel dredging phase of the project has yet to commence due to construction schedule delays, equipment challenges, and a March 26, 2025 U.S. Coast Guard (USCG) Port Order suspending dredging operations in the Sebastian Inlet until ATL receives the proper endorsements from the USCG Marine safety Unit Lake Worth office. The USCG became involved in the project due to several reported boat strikes on the floating dredge pipe within the inlet. ATL has been actively working with the USCG to mitigate the navigation concerns. However, at the time of agenda item, the USCG has not authorized ATL to resume dredging operations.

With the current April 30, 2025 contract deadline, fully completing the project as originally bid may be difficult. On March 26, 2025, ATL requested a contract time extension to work past the April 30, 2025 contract deadline.

## **ANALYSIS**

Below are four (4) options for Board consideration.

### **Option 1: Enforce the Agreement as executed**

Option 1 would enforce the agreement between the District and ATL, requiring ATL to be substantially complete with the project by April 30, 2025. If the work is not substantially completed by April 30, 2025, the agreement has a Liquidated Damage fixed fee of \$5,000 per day for each working day following this date.

### **Option 2: Offer ATL Diversified, Inc. the opportunity to complete the project by April 30, 2026**

Option 2 would provide ATL with Change Order No. 2 to the agreement for the opportunity to remobilize all equipment (ex. dredge, dredge pipe, etc.), at their own expense, and complete the project as designed between November 1, 2025 and April 30, 2026). If this option is considered, additional coordination with Sebastian Inlet State Park and the Florida Department of Transportation would be required to avoid potential impacts to the public and the Sebastian Inlet Bridge Projects. Additionally, the District would incur additional engineering and project environmental monitoring estimated to be \$200,000 if this option was considered.

### **Option 3: Extend the contract with ATL Diversified, Inc. until May 30, 2025**

Option 3 would provide ATL with Change Order No. 2 to extend the agreement until May 30, 2025. Although all beach placement related construction will still need to be completed by April 30, 2025, extending the contract to May 30, 2025 would provide ATL the opportunity to continue dredging the sand trap and channel and place a portion of these materials into the District DMMA. Dredging the Sebastian Inlet sand trap and channel are not restricted by permit if the dredged materials are placed in the DMMA. Staff has discussed a potential contract extension with the Sebastian Inlet State Park and the park has no objections if all construction is completed by May 30, 2025. The District would incur additional engineering costs of approximately \$50,000 if this option was considered. Additionally, the District would incur future costs to subsequently excavate, transport, and place the beach compatible dredged materials now stored in the DMMA originally intended for direct beach placement.

**Option 4: Formal Notification to ATL Diversified, Inc. of Non-Performance**

Option 4 would formally notice ATL Diversified, Inc. that the District is aware of the boat strike incidents and subsequent U.S. Coast Guard dredging operation suspension, noting the indemnification clause of the agreement, and requesting ATL provide the District proof of the submission of any claims to their insurance.

Additionally, the District would formally notice ATL Diversified, Inc. that pursuant to their contract they are to be completed by April 30, 2025, and while the commissioners will consider a change order to extend the contract to May 30, 2025, even if approved, the District is not waiving any rights for any claims for the potential breach.

**FUNDING**

Funding for the 2024/25 Sand Trap Dredging and Beach Placement Project is budgeted and available under Sand Trap Dredging, Construction/Local Share Account No. 5372-311. The entire project is eligible for at least 50% cost share under FDEP’s Beach Management Funding Assistance Program – Grant 24IR1.

**RECOMMENDATION**

The recommendation of staff is for the Board to approve Option 3: Extend the contract with ATL Diversified, Inc. until May 30, 2025, Option 4: Formal Notification to ATL Diversified, Inc. of Non-Performance, and authorize the Executive Director to sign Change Order No. 2 on behalf of the District.

**ATTACHMENT**

1. Change Order No. 2
2. Email dated April 1, 2025, from Marie Yarbrough, AtkinsRealis
3. November 26, 2024 Agreement between the District and ATL Diversified

**APPROVED AGENDA ITEM FOR: APRIL 9, 2025**

## PROJECT CHANGE ORDER FORM

Change Order No. 2

DATE OF ISSUANCE/REQUEST: 4/09/25

EFFECTIVE DATE: 4/09/25

OWNER: Sebastian Inlet District

CONTRACTOR/CONSULTANT ATL Diversified, Inc.

Project: **2425 Sand Trap Dredging and Beach Placement Project**

OWNER's Project No. **2425-006-ATL**

You are directed to make the following amendment to the Work Order No. 2425-006-ATL:

Description:

On March 26, 2025, ATL requested a contract time extension to work past the April 30, 2025 contract deadline.

Reason for Change Order:

Construction schedule delays, equipment challenges, and the US Coast Guard required installation of additional navigation markers within the inlet due to several boat strikes on floating dredge pipe across the inlet.

Attachments: (List documents supporting change)

Emails dated 3/26/25 and 3/31/25 from ATL Diversified, Inc.

| CHANGE IN CONTRACT PRICE:                               |                    |
|---|--------------------|
| Description   | Amount             |
| Original Contract Price                                 | <u>\$7,253,300</u> |
| Net Increase (Decrease) from previous Change Order No.1 | <u>\$534,600</u>   |
| Contract Price prior to this Change Order:              | <u>\$7,787,900</u> |
| Net increase (decrease) of this Change Order:           | <u>\$0</u>         |
| Contract Price with all approved Change Orders:         | <u>\$7,787,900</u> |

| CHANGE IN CONTRACT TIMES  |                        |
|---|------------------------|
| Description   | Time                   |
| Original Contract Time:   | (days or dates)        |
| Substantial Completion:   | <u>April 30, 2025</u>  |
| Final Completion:   | <u>April 30, 2025</u>  |
| Net change from previous Change Orders No. <u>1</u> to <u>1</u> : | 0 (days)               |
| Substantial Completion:   | <u>N/A</u>             |
| Final Completion:   | <u>N/A</u>             |
| Contract Completion Time prior to this Change Order:              | April 30, 2025 (dates) |
| Substantial Completion:   | <u>April 30, 2025</u>  |
| Final Completion:   | <u>April 30, 2025</u>  |
| Net increase (decrease) this Change Order:                        | 30 (days)              |
| Substantial Completion:   | <u>May 30, 2025</u>    |
| Final Completion:   | <u>May 30, 2025</u>    |
| Contract Completion Time with all approved Change Orders:         | May 30, 2025 (dates)   |
| Substantial Completion:   | <u>May 30, 2025</u>    |
| Final Completion:   | <u>May 30, 2025</u>    |

|                        |
|------------------------|
| ACCEPTED:              |
| By:                    |
| CONTRACTOR (Signature) |
| Date:                  |

|                      |
|----------------------|
| RECOMMENDED:         |
| By:                  |
| ENGINEER (Signature) |
| Date:                |

|                   |
|-------------------|
| APPROVED:         |
| By:               |
| OWNER (Signature) |
| Date:             |

## Sebastian Inlet dredge extension

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**From** Clinton Hodges <chodges@atldiversified.com>

**Date** Wed 3/26/2025 5:26 PM

**To** James Gray <jgray@sitd.us>

**Cc** Zachariah Hodges <zhodges@atldiversified.com>; Yarbrough, S. Marie <marie.yarbrough@atkinsrealis.com>

Good afternoon James,

I wanted to formally request an extension to work past our April 30th deadline.

Due to unforeseen events and delays ATL has encountered, we would like the opportunity to continue to dredge the unsuitable material past the date of April 30th. ATL understands the goal is to have the inlet open for memorial day weekend and we are happy to work with that schedule.

Thank you.

## Dredge Schedule


---

**From** Clinton Hodges <chodges@atldiversified.com>

**Date** Mon 3/31/2025 5:02 PM

**To** James Gray <jgray@sitd.us>

**Cc** Yarbrough, S. Marie <marie.yarbrough@atkinsrealis.com>; Kyle Horstman <khorstman@atldiversified.com>

 1 attachment (315 KB)

Dredge Schedule 3-31.mpp;

James,

I have attached an updated schedule for the dredging portion of the project. The schedule attached is based on completing the entire contract quantities, working 7 days per week, 12 hour days. The attached schedule obviously extends past our contracted completion dates but it notes the milestones of April 30th and May 23 (Memorial day weekend) to identify important dates related to our actual schedule. We understand our schedule will have to be reduced to meet district and permit needs.

Without allowing extended work hours, dredging the total 173,000 Cubic Yards of material in the Sand Trap will be a stretch but at the current production rates we are estimated to dredge between 110,000CY and 120,000CY before our April 30 deadline of beach work. As we approach our April 30th deadline we will work with the district to develop a construction path that is best for all parties. We will do anything we can to increase these numbers further over the weeks to come. We will also dredge in areas that are most crucial first to insure the sandtrap and channel are increased in depth as much as possible before our deadline.

ATL understands at this time, the Friday before Memorial day weekend is our date to have the inlet reopened.

As we ramp back up we are eager to see if these numbers can increase.

Thank you.

--

Clinton S. Hodges  
Project Management and Estimating

ATL Diversified, Inc.  
Cell 561-722-5630  
Office 561-965-2198  
[www.atldiversified.com](http://www.atldiversified.com)

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## ATL Contract Extension

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**From** Yarbrough, S. Marie <Marie.Yarbrough@atkinsrealis.com>

**Date** Tue 4/1/2025 10:03 PM

**To** James Gray <jgray@sitd.us>

Hi James,

After assessing the three potential options forward presented by District staff during the weekly construction meeting today, AtkinsRéalis concurs with the District's proposal to extend the construction contract based on good faith efforts by the Contractor.

If the contract is extended until June 20, 2025, it is estimated that an additional 50 work days will be added to the schedule (ATL's schedule includes weekends, but not holidays). To maintain the same level of services AtkinsRéalis has been providing given the project's challenges, I respectfully request an additional not-to-exceed \$50,000 be added to the project for additional construction engineering and site observations to cover the increased contract time.

Kind Regards,

**S. Marie Yarbrough** PE

Senior Coastal Engineer

**Tel:** +1 321 775 6642

2671 W. Eau Gallie Blvd. Suite 104  
Melbourne, FL, 32935, US

**AtkinsRéalis**



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*At AtkinsRéalis, we work flexible hours around the world. Although I have sent this email at a time convenient for me, I don't expect you to respond until it works for you.*



contract time.

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**AGREEMENT**

**SEBASTIAN INLET DISTRICT  
2024/2025 DREDGING AND BEACH PLACEMENT PROJECT**

THIS AGREEMENT made and entered into on the 26th day of November, 2024, by and between \* ATL Diversified -7089 Hemstreet Place, West Palm Beach, FL 33413

*JOB*  
\* Arbor Tree and Land, Inc. d/b/a ATL Diversified (Name and Address)  
herein after called the CONTRACTOR, and THE SEBASTIAN INLET DISTRICT, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, hereinafter called the DISTRICT.

*WITNESSETH :*

That the CONTRACTOR and the DISTRICT, for the consideration herein after named, agree as follows:

Article 1. SCOPE OF WORK: The CONTRACTOR shall furnish all of the materials and perform all the work shown on the Drawings and described in the Specifications titled:

**SEBASTIAN INLET DISTRICT**

**2024/2025 DREDGING AND BEACH PLACEMENT PROJECT**

for The Sebastian Inlet District, Florida and shall do everything required by this Agreement and Contract Documents. Payment shall be made in accordance with the Itemized Bid Schedule attached as Exhibit "A" and made a part of this agreement.

Article 2. COMMENCEMENT AND COMPLETION; LIQUIDATED DAMAGES: As time is of the essence, the CONTRACTOR will be required to commence work under this contract within ten (10) calendar days after receipt of the notice-to-proceed and shall complete the project as specified. Project completion must occur prior to April 30, 2025. The undersigned CONTRACTOR agrees, if the Work is not substantially complete by April 30, 2025, to pay a Liquidated Damage fixed fee of \$5,000 per day for each working day following this date. The foregoing liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of such damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. In addition to the above-stated liquidated damages, the CONTRACTOR shall be responsible for reimbursing OWNER for all costs incurred by OWNER to third party consultants including, without limiting the generality of the foregoing, any ENGINEER in administering the construction of the Project beyond the Substantial Completion date as specified in the Contract or beyond an approved extension of time granted to CONTRACTOR, whichever date is later.

Article 3. THE CONTRACT SUM: The DISTRICT will pay the CONTRACTOR for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Numerical Amount \$ 7,253,300.00 (Includes Base Bid, Bid Alt 1, and Bid Alt 2)

Written Amount Seven Million Two Hundred Fifty-Three Thousand Three  
Hundred Dollars and Zero Cents.

Article 4. PAYMENT AND RETAINAGE:

4.1 The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by the ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. at not less than monthly intervals. The request must be made to the OWNER on an approved form showing the component breakdown of the work for each item completed at the time of the request.

4.2 Pursuant to 218.735, F.S., the OWNER shall retain five percent (5%) of each progress payment due to the CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

4.3 Each request for a progress payment shall be submitted on the application for payment form supplied by OWNER'S ENGINEER and the application for payment shall contain the CONTRACTOR's certification. All progress payments will be on the basis of progress of the Work measured by the schedule of values established, or in the case of unit price work based on the number of units completed. CONTRACTOR will not seek release from the District of the withheld retainage until the final pay request.

4.4 Paragraphs 4.2 and 4.3 do not apply to construction services Work purchased by the District as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

4.5 CONTRACTOR shall allow adequate processing time for District Commission final acceptance and approval for final payment in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

4.6 The CONTRACTOR shall make the following certification (Affidavit) on each Request for Payment: "I hereby certify that the labor and materials listed on this Request for Payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below:

“ \_\_\_\_\_ ”

4.7 Notice of Non-Payment. If one or more "Notice of Non-Payment" or "Notice to OWNER" is received by the OWNER, no further payments will be approved until non-payment(s) have been satisfied and a "Lien Waiver" for each "Notice" has been submitted to the OWNER. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims have been satisfied. The CONTRACTOR may, with consent of Surety and indemnification of the DISTRICT against any claims, receive

payment for work for which there is an outstanding Notice of Non-Payment or Notice to OWNER.

Article 5. ACCEPTANCE AND FINAL PAYMENT:

5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance, the OWNER/ENGINEER will promptly make such inspection and when the OWNER/ENGINEER finds the work acceptable under the terms of the Contract and the Contract fully performed, the OWNER/ENGINEER will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the OWNER under the terms and the conditions thereof is recommended and the entire balance found to be due the CONTRACTOR, will be paid to the CONTRACTOR by the OWNER following District Commission approval of the final Contract payment.

5.2 Before issuance of a final completion certificate, the contractor shall submit evidence satisfactory to the DISTRICT that all payrolls, material bills, and other indebtedness connected with the work have been paid. An affidavit must be submitted by the CONTRACTOR to the OWNER stating that all indebtedness connected with the work has been paid. Such affidavit will be signed by a duly authorized officer of the contractor, will bear the firm's seal, and will be notarized and attested by two witnesses. A Waiver-of-Lien form signed by a duly authorized officer of all Subcontractors, notarized and attested by two witnesses is required from each Subcontractor engaged under the scope of this Contract, and must accompany the request for final payment.

5.3 Acceptance of Final Payment as Release. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his/her sureties from any obligations under the Contract Documents or the Payment and Performance Bonds.

Article 6. INDEMNIFICATION: CONTRACTOR agrees to indemnify and hold harmless the OWNER, together with its agents, employees, elected officers and representatives, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract. This indemnification and hold harmless provision shall survive the termination or expiration of this Contract.

Article 7. PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND:

7.1 The CONTRACTOR shall furnish the DISTRICT immediately upon execution of this Contract a Performance Bond in an amount equal to 125% of the contract price and a Payment Bond in an amount equal to 100% of the contract price, conditioned upon the performance of this Contract by the CONTRACTOR in accordance with the terms and conditions hereof, within the time herein provided, and with the additional

obligation that such CONTRACTOR shall promptly make payments to all persons supplying him labor, materials and supplies, used directly or indirectly by the said CONTRACTOR in the prosecution of the work provided for in this Contract. The Surety shall be authorized to issue surety bonds in Florida and be included in the most recent United States Department of Treasury List of Acceptable Sureties. BIDDER shall require the attorney-in-fact, who executed the Payment Bond and the Performance Bond, to affix to each a current certified copy of their Power of Attorney, reflecting such person's authority as Power of Attorney in the State of Florida. Further, at the time of execution of the Contract, the successful BIDDER shall provide a copy of the Surety's current valid Certificate of Authority issued by the United States Department of the Treasury under 31 United States Code sections 9304-9308. Each of the Payment Bond and Performance Bond shall be submitted in the forms furnished herewith.

7.2 The CONTRACTOR shall provide two separate bonds; a combined Payment and Performance Bond for 125% of the contract price is not an acceptable substitute.

Article 8. REMEDIES AND CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Florida. Any legal actions instituted under this Agreement that are justiciable in state court shall be instituted in Brevard County. Any legal actions instituted under this Agreement that are justiciable in federal court shall be instituted in the Southern District of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article 9. GENERAL PROVISIONS

9.1 Independent Contractor. The parties expressly recognize that the relationship between the DISTRICT and CONTRACTOR is that of OWNER and independent contractor, and that neither the CONTRACTOR nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the DISTRICT.

9.2 Pledge of Credit. The CONTRACTOR shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation of indebtedness that would impair its ability to fulfill the terms of this Agreement.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

9.4 Public Records. The DISTRICT and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

9.5 Notices. All notices, requests, demands, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger; delivered by commercial overnight courier service; sent by facsimile/telecopier; or mailed by registered or certified mail (postage prepaid) return receipt requested and addressed to:

As to DISTRICT: James Gray, Jr.  
Executive Director  
Sebastian Inlet District  
114 Sixth Avenue  
Indialantic, FL 32903

As to CONTRACTOR: ATL Diversified  
7089 Hemstreet Place  
West Palm Beach, FL 33413

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered and effective on the date of hand delivery, or on the second day after the date of deposit of notice with an overnight courier service, or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

  
\_\_\_\_\_  
(ATL DIVERSIFIED - CONTRACTOR)

Signed and sealed by the  
CONTRACTOR in the presence of:  
Angela Patino  
\_\_\_\_\_

Attest Angela Patino  
\_\_\_\_\_

SEBASTIAN INLET DISTRICT  
(OWNER)

By James Gray, Jr.  
James Gray, Jr.; Executive Director

Attest Dud Kshon  
\_\_\_\_\_

Approved as to Form

  
\_\_\_\_\_

Shawn L. Demers,

## EXHIBIT A

### Sebastian Inlet Sand Trap Dredging and Beach Placement Project

| Lump Sum Fixed Costs - Base Bid                   |                             |           |      |           |                      |
|---|-----------------------------|-----------|------|-----------|----------------------|
| Bid Item  | Item Description            | Est. Qty. | Unit | Unit Cost | Lump Sum Total       |
|   | <b>General Conditions</b>   |           |      |           |                      |
| 1.3.1   | Mobilization/Demobilization | 1         | LS   | 250000    | \$ 250,000.00        |
| 1.3.2   | Environmental Protection    | 1         | LS   | 65000     | \$ 65,000.00         |
| 1.3.3   | Beach Tilling               | 1         | LS   | 95000     | \$ 95,000.00         |
| 1.3.4   | Site Restoration            | 1         | LS   | 25000     | \$ 25,000.00         |
| <b>SUB TOTAL LUMP SUM FIXED COSTS - BASE BID:</b> |                             |           |      |           | <b>\$ 435,000.00</b> |

| Estimated Measured Quantity Costs - Base Bid                   |   |           |      |           |                        |
|--|---|-----------|------|-----------|------------------------|
| Bid Item   | Item Description                        | Est. Qty. | Unit | Unit Cost | Estimated Total        |
|  | <b>Dredging</b>                         |           |      |           |                        |
| 1.4.1  | Sand Trap and Channel Dredging          | 215,000   | CY   | 9         | \$ 1,935,000.00        |
| 1.4.2  | Placement of Suitable Beach Material    | 173,000   | CY   | 4.5       | \$ 778,500.00          |
| 1.4.3  | Placement of Unsuitable Beach Material* | 42,000    | CY   | 4         | \$ 168,000.00          |
| <b>SUB TOTAL ESTIMATED MEASURED QUANTITY COSTS - BASE BID:</b> |   |           |      |           | <b>\$ 2,881,500.00</b> |

\*Please note that some of the material in this line item may be beach quality sand and shall be placed on the beach, while unsuitable material shall be placed in the DMMA.

| BID ALTERNATE 1                     |  |           |      |           |                        |
|-------------------------------------|--|-----------|------|-----------|------------------------|
| Bid Item                            | Item Description                       | Est. Qty. | Unit | Unit Cost | Estimated Total        |
|                                     | <b>Dredging</b>                        |           |      |           |                        |
| 1.5.1                               | Truck Haul Mobilization/Demobilization | 1         | LS   | 40000     | \$ 40,000.00           |
| 1.5.2                               | Environmental Protection               | 1         | LS   | 85000     | \$ 85,000.00           |
| 1.5.3                               | Beach Tilling                          | 1         | LS   | 75000     | \$ 75,000.00           |
| 1.5.4                               | Truck Haul - Beach Placement           | 108,000   | TN   | 33        | \$ 3,564,000.00        |
| <b>SUB TOTAL - ALTERNATE BID 1:</b> |  |           |      |           | <b>\$ 3,764,000.00</b> |

| BID ALTERNATE 2                     |                             |           |      |           |                      |
|-------------------------------------|-----------------------------|-----------|------|-----------|----------------------|
| Bid Item                            | Item Description            | Est. Qty. | Unit | Unit Cost | Estimated Total      |
|                                     | <b>Dredging</b>             |           |      |           |                      |
| 1.5.5                               | Area 4 Maintenance Dredging | 9,600     | CY   | 14        | \$ 134,400.00        |
| 1.5.6                               | Area 4 DMMA Placement       | 9,600     | CY   | 4         | \$ 38,400.00         |
| <b>SUB TOTAL - ALTERNATE BID 2:</b> |                             |           |      |           | <b>\$ 172,800.00</b> |

| Summary of Costs                              |                        |
|---|------------------------|
| TOTAL LUMP SUM FIXED COSTS - BASE BID:        | \$ 435,000.00          |
| ESTIMATED MEASURED QUANTITY COSTS - BASE BID: | \$ 2,881,500.00        |
| <b>TOTAL BASE BID:</b>                        | <b>\$ 3,316,500.00</b> |
| BID ALTERNATE 1 - TRUCK HAUL                  | \$ 3,764,000.00        |
| BID ALTERNATE 1 - AREA 4 DREDGING             | \$ 172,800.00          |
| <b>TOTAL BID WITH ALTERNATES:</b>             | <b>\$ 7,253,300.00</b> |

**ACH PAYMENTS**

Does your company accept ACH Payment Method? Yes /  No  *Possible w/ no fees*

**PROMPT PAYMENT DISCOUNT**

Sebastian Inlet District shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last

\* If Prompt Payment Discount is offered, please state discount and terms:

N/A

**ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 9/16 // Add. No. 3 Dated 9/19

Add. No. 2 Dated 9/18 // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid #/Bid Title.

COMPANY NAME ATL Diversified  
 ADDRESS 7059 Hemlock Place, WPB, FL 33413  
 AUTHORIZED SIGNATURE [Signature]  
 PRINTED SIGNATURE William Hodge DATE 10-3-24  
 TELEPHONE # 561-722-5630 FAX # N/A  
 EMAIL chodge@atldiversified.com



## **Public Outreach highlights**

**April 9, 2025**

### **Website highlights**

[www.sitd.us](http://www.sitd.us)

March website visits: 65,724; February visits: 58,139

### **Completed and ongoing outreach tasks**

- Launch of redesigned website home page (interior pages to follow)
- Participated in IRL Scenic Byway Zoom quarterly meeting on March 6
- Participated in March 28 cleanup event featuring KBB BeBot (promoted on social media)
- Gave District overview presentation to Vero Beach Sunrise Rotary (about 50 in attendance)
- Assisting James with candidate search/screening/interview process

### **Social media**

[www.facebook.com/sebastianinletdistrict](https://www.facebook.com/sebastianinletdistrict)

[www.instagram.com/sebastianinletdistrict/](https://www.instagram.com/sebastianinletdistrict/)

Top three most popular posts on Facebook:

- March 14 – 89.3k reached (Flashback Friday 1960 aerial photo)
- March 3 – 26.7k reached (north jetty project update)
- March 21 – 23k reached (Flashback Friday)

### **Upcoming outreach projects/activities**

- Continue assisting Executive Director in employee recruitment for Senior Contracts/Accounting Manager position
- District overview presentation to Sebastian Rotary on April 17
- District overview presentation – Environmental Learning Center on May 8
- Continue scanning and moving PDF into archives for ADA compliance