

# *The Sebastian Inlet District Commission*

*A multi-county independent special taxing district  
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October 17, 2018

## **ADDENDUM NO. 01**

This addendum is issued as part of the specifications and contract documents titled:

**Sebastian Inlet District  
2018/19 Sand Trap Dredging and Beach Placement  
October 2018 Re-Bid**

The following responses are provided as addenda to the bid documents and where applicable supersede information provided within the bid plans and specifications.

### **Contract Documents and Specifications:**

#### **1. Bid Form: Base Bid Completion Date**

The Base Bid Form has been revised to include the correct completion date for the Base Bid option: May 1, 2019.

#### **2. Instructions to Bidders Page 1B-6, Section 16.6**

Section 16.6 is Amended to state the following:

16.6 If the contract is to be awarded, it will be awarded to the lowest responsive, responsible BIDDER for any Bid received that is deemed by the OWNER as most advantageous to the District. Determination of responsive and responsible Bids is at the sole discretion of the OWNER. Potential Bidders may submit on any bid schedule (base or alternate) and are not required to submit a Base Bid.

#### **3. Technical Specification: Section 35; paragraph 2. PAYMENT FOR MOBILIZATION**

Section 35; Paragraph 2 is Amended to include the following:

Based on the line item for mobilization/demobilization in the Notice of Contract Award, a 60% partial payment shall be made to the CONTRACTOR upon the excavation of 1,000 cubic yards of material. The remaining 40% will be paid to the CONTRACTOR upon Final Acceptance of the completed project.

#### **4. Technical Specification: Section 20. PROTECTION OF WORK**

Section 20.2 is removed in its entirety.

## Responses to Potential Bidder Questions and Comments:

- 1) Is it the Client's intent to leave the Base Bid schedule in the Contract Documents; the schedule list a must complete date that has already passed.
  - a) If it is intended, can the Client update the must complete work date on the Base Bid Schedule?

**Response:** The Bid Schedule has been modified to include the correct date for the completion of the Base Bid: May 1, 2019.

- 2) Instructions to Bidders Page 1B-6, Section 16.6 states; if the contract is to be awarded it will be to the lowest responsive and responsible bidder on the basis of the total Base Bid. Yet the Bid Schedules issued with the Contract Documents all state that the Contract can submit on any schedule, and the Base Bid is not required to be priced.
  - a) Can the Client review this information and either strike the clause out of the instructions to bidders or change the bid schedule documents to reflect accordingly?

**Response:** Section 16.6 has been revised as the following:

If the contract is to be awarded, it will be awarded to the lowest responsive, responsible BIDDER for any Bid received that is deemed by the OWNER as most advantageous to the District. Determination of responsive and responsible Bids is at the sole discretion of the OWNER. Potential Bidders may submit on a bid schedule (base or alternate) and are not required to submit a Base Bid.

- 3) Can the Client issue any pertinent permits already obtained for this work?

**Response:** The relevant permits are included within the Sharefile Link folder.

- 4) Section 13.2.1.2.3 of the T&E Specifications states that a sound barrier shall be constructed landward of booster pumps in order to reflect noise water ward.
  - a) Are there any additional requirements for this sound barrier? If so can you please issue to the Contractor.

**Response:** There are no additional requirements.

- 5) Section 13.2.1.4.1 of the T&E Specifications states that the Contractor shall be confined to the active work zone until a sea turtle nesting survey has been completed if work proceeds after March 1st.
  - a) Will the Contractor be allowed to ride landward of their pipeline located on the beach in an effort to check the line for leaks, prior to the daily nesting survey?

**Response:** The Contractor has free lateral access down the beach landward of any pipeline where the pipeline serves as a physical barrier to sea turtle ingress.

- 6) Section 13.2.1.4.4 of the T&E Specifications state the Contractor will be responsible for escarpment removal throughout the project.
  - a) Will the Contractor be expected to remove beach fill escarpment while placing material into the DMMA, if the beach fill area has already been filled and accepted? If not can the Owner revise this section to state such?

**Response:** Escarpment removal is only required for areas of active beach placement. The provision does not apply to placement within the DMMA.

- 7) Section 13.2.1.6 of the T&E Specifications state that there is hard bottom in the beach fill template. a) Can the Owner provide a detailed map of the hard bottom described in this section?

**Response:** At present, there is no exposed hardbottom within the beach placement template. Previous hardbottom exposure within the template was mitigated under previous project efforts and the Contractor is not liable for any impacts to hardbottom within the placement template.

- 8) Section 27.1 Mobilization; of the T&E Specifications states that the Contractor shall monitor all floating plant with horizontal positioning equipment, this equipment shall record location data every minute.  
a) Can the Owner waive this requirement for non-self-propelled barges/additional floating pipeline not being used?

**Response:** This provision is only applicable to moving equipment and vessels. The requirement is waived for fixed, tethered or anchored equipment.

- 9) Section 35 Payment for Mobilization; states that 60% of the Mob/Demob line item as bid in the bid schedule will be paid once the Contractor places 5,000 CY's of material on the beach. All of the bid schedules listed within the Contract documents state that 60% of the Mob/Demob line item will be paid after excavation of 1,000 CY's of material.  
a) Can the Owner clarify which quantity will be adhered to when paying the partial mobilization payment?  
b) Can the Owner clarify if such quantity will be computed from placement volumes or excavated volumes?

**Response:** Section 35; paragraph 2 has been amended to the following:

Based on the line item for mobilization/demobilization in the Notice of Contract Award, a 60% partial payment shall be made to the CONTRACTOR upon the excavation of 1,000 cubic yards of material. The remaining 40% will be paid to the CONTRACTOR upon Final Acceptance of the completed project.

- 10) Section 36 Acceptance Surveys; of the T&E Specifications does not clarify the requirements of the sections. It is unclear what the Owner considers a section-generally an acceptance section consists of a linear footage on the beach fill or individual sections within the borrow area  
a) Can the Owner clarify for the Contractor?

**Response:** It is at the discretion of the Contractor to define the limits of an acceptance section through the limits of their surveys submitted to the Owner for review.

- 11) Can the Owner issue all of the most recent beach fill and dredge area survey data in X,Y,Z format to the Contractor?

**Response:** Electronic versions of the data will be provided to the Awarded Bidder.

- 12) Will the Contractor be making the return water tie in directly to the weir box within the DMMA? Or is there already a pipe extending outward from the DMMA to the pipe connection point as listed in the plans on 16 of 16 of the Contract Drawings?  
a) If the Contractor will be responsible for tie in directly to the weir box can the Owner provide any information/photos as to the dimensions of the weir and the connection area?

- b) Can the Owner provide the Contractor the dimension of the existing pipe connections to be utilized for the inflow and outflow to/from the DMMA?

**Response:** The weir box connection is a flanged 24" steel pipe connection. The contractor may bolt directly to this connection or utilize an alternative connection or return water configuration.

- 13) Page 16 of the Contract Drawings shows the inflow and return water pipe transitioning under a gravel drive adjacent to the Southern weir box within the DMMA. a) Is there a culvert already in place for the Contractors pipelines to traverse through? If so, can the Owner provide the dimensions of the culvert?

**Response:** Two culverts (24 in. dia. RCP sleeves) are currently in place below the road for pipeline access.

- 14) Are there any fill requirements (maximum height of fill or water to be reached) to be met when placing material into the DMMA?

**Response:** There are no specified fill requirements.

15. Page 16 of the Contract Drawings Note 2 states; Contractor shall continuously monitor placement within the DMMA to ensure proper dewatering and screening/separation of beach compatible sand.

- a) What is the Owner's definition of beach compatible sand?

**Response:** For the purposes of this bid all material within the defined excavation template is deemed beach compatible.

- 2) It is evident in past projects that material screening has been required by the Contractor on the beach and in the DMMA during dredging events.

- a) Is screening expected to be performed during this event?

**Response:** The contractor is not required to screen the excavated material.

- 3) Will the Owner please provide all of the pertinent Geotechnical information (bore logs, sieve curves, etc.) obtained from the dredge areas, to the Contractor?

**Response:** No additional geotechnical investigations of the site have been conducted. The material to be dredged consists of fine sand that has in-filled since the last project.

- 4) Will the Owner please provide any Contractor daily reports, regarding past dredging events?

- a) Please provide the as awarded Bid Schedule for the 2014 dredging event performed by Orion Marine?

**Response:** Daily logs from the previous project are not available. Bidders should base their bid schedule on their anticipated costs and not on the previous bid schedule.

**Reference – Plan Drawings**

**Question** – Will the Owner please provide station numbers on the plan drawings for the Dredge Channel and Beach Placement site?

**Response:** Electronic versions of the project plans will be provided to the contractor. The drawings as provided are to scale.

**Reference – Plan Drawings / Staging Area**

**Question** – Will the Owner please provide a larger drawing/Google Earth image of the Staging area, so the Contractors can see exactly how much of the referenced area can be used for staging? The current images are hard to tell exactly how much of the parking area can be used for staging.

**Response:** The contractor may utilize as much of the area as needed for staging. Bidders are encouraged to inspect the site as needed to evaluate project needs.

**Reference – Plan Drawings / Sheet 3 of 16 / Booster Pump Staging**

**Question** – Would the Contractor be allowed to place a barge mounted booster pump on the West side of the bridge along the South shoreline?

**Response:** Yes.

**Question** – Will the contractor be allowed to dig a well for the booster pumps placed on the beach to have service water for the booster pumps?

**Response:** Yes.

**Reference – TS-9 / Sec. 13.2.1.2.3 / “All construction activities must conform to State Park requirements including times of reduced noise (quite hours)”.**

**Question** – Can the Owner please send out the State Parks requirements regarding noise and “quite hours”.

**Response:** There are no specific requirement other than a general requirement to limit noise at nighttime particularly in the vicinity of the campgrounds.

**Reference – TS-8 / Sec. 13.2.1.1 / ...”Areas as designated by the DISTRICT shall be delineated by the CONTRACTOR with continuous fencing and markers that are clearly visible at night”.**

**Question** – If fencing is required, will the Owner please detail the location, linier feet needed, as well as the type of fencing to be used?

**Response:** The Contractor is required to provide adequate safety and security to construction areas. Such efforts may include security fencing at the discretion of the Contractor. No specific provisions have been delineated by the Owner.

**Reference – TS-10 / Sec. 13.2.1.2.7 / “Secondary containment, which is capable of holding 110% of the tank contents, must be provided for each fuel storage tank....”**

**Question** – It is standard now that all fuel tanks must be double walled. Will a double walled fuel tank meet this requirement?

**Response:** A double walled fuel tank is acceptable.

**Reference** – TS-14 / Sec. 18 / ... “The CONTRACTOR shall limit beach dressing, grading, and tilling to daylight hours”.

**Evaluation** – In order for the Contractor to work 24/7, then the Contractor will need to be allowed to grade the material on the beach as dredging operations continue.

**Question** – Will the Contractor be allowed to work 24/7, while also being allowed to dress the material along the beach as dredging operations are ongoing?

**Response:** The contractor will be allowed to dress material on a 24/7 basis. Operations at night during turtle season shall be limited to the immediate placement area.

**Question** – Are there any boring logs/samples for this project? If so, would the Owner please provide this information to the Contractors?

**Response:** No additional geotechnical investigations of the site have been conducted. The material to be dredged consists of fine sand that has in-filled since the last project.

**Reference** – TS-17 / Sec. 24.1.3 / “The CONTRACTOR shall keep his equipment at least 100 feet from the edge of any seagrass”.

**Reference** – Plan Drawing / Sheet 5 of 16 / Channel Dredging / Sea Grass Locations

**Question** – What is the current distance from the channel toe of the dredge cut to the Seagrass locations?

**Response:** The edge of the seagrass is variable, and the Contractor shall have full access to all of the channel and dredge excavation template. The Contractor may place anchors within the seagrass buffer zone on sand.

**Question** – Assuming the channel tow is at least 100 feet from the seagrass locations, will the contractor be allowed to set swing anchors in this 100’ buffer zone?

**Response:** The Contractor will be allowed to set swing anchors in this buffer zone provided they are placed on sand.

**Reference** – TS-17 / Sec. 24.1.3 / “The CONTRACTOR shall keep his equipment at least 100 feet from the edge of any seagrass”.

**Question** – Will the Contractor be given a 100-foot buffer from all seagrass locations? Meaning, if there is not a 100’ buffer, would the channel be narrowed to allow this 100-foot buffer?

**Response:** The Contractor shall have free access to all of the delineated channel/excavation areas regarding of the 100’ buffer provision.

**Reference** – TS-15 / Sec. 20.2 / “All loss or damage caused by the nature of the work or work environment, acts of nature such as storms, unusual obstructions to the work, or any other

natural or existing circumstances either known or unforeseen that may be encountered in the conduct of work, shall be sustained and borne by the CONTRACTOR at its own cost and expense”.

**Evaluation** – This specification reads that if a storm event washes away the beach or fills in the borrow area the Contractor is responsible for that loss. It also refers that if “natural or existing circumstances” (aka – rock) is found that the Contractor is also responsible for that as well.

**Question** – Please consider removing this specification in its entirety. If this specification remains part of the specs, then this will be cause for us to refrain from submitting a bid proposal. The Contractor will in no way be held liable for any storm events which may damage the work, or for conditions that may affect that work that are not detailed on the plan drawings.

**Response:** Section 20 is amended as follows. Section 20.2 is removed in its entirety. The Contractor is not responsible for loss of sand from the beach template following placement. Payment is based on excavation volume. The Contractor will not be held accountable for differing field conditions including rock within the borrow area and will be paid for excavated volume as determined by survey.

- 1) If the Contractor elects to use the booster staging area adjacent to the bridge located on the south side, will the Contractor have complete access to the water’s edge along the rocks under the bridge?
  - a) If so, does the Contractor have to provide public access across the pipeline/waterline leading to and from the booster?
  - b) If so, does this access have to be wheelchair accessible (ADA Compliant)?
  - c) If a ramp/access is required where should the Contractor cover this cost in their bid?

**Response:** The contractor may stage a booster adjacent to the bridge though it is noted that there is a pedestrian/fishing structure under the bridge that must remain open to the public. The contractor must provide reasonable access around the equipment. This access does not need to be ADA Compliant but may include a ramp over the pipeline if necessary. Costs of such provisions should be included within Line Item 3 of the Bid Schedule.

- 2) Can the Owner clarify the basis of Award?
  - a) Will the available funds be announced at the time of bid opening?
    - a. Will the apparent low bidder on the Base Bid be awarded the contract if they are within the allowable limit of funds?
      - i. Could the owner please specify how they will determine the successful offer?
        1. One example is if the Owner receives a separate bid on each of the three bid schedules, but the bids are from three different Contractors how will the Owner determine Award?
        2. Another example is if a contractor bids only the DMMA alternate1 with a very low price compared to the Base or Alternate 2DMMA pricing, would the client choose to just do the DMMA even if another contractor was lower on the Base or Alternate 2?

**Response:** See Addendum Item 2.

- 3) Section 20.2. entitled Risk of Loss states that the Contractor is not entitled to any loss or damage due to the simultaneous work by others. Please confirm whether the District intends to perform other work at or adjacent to the Site with the Districts’ employees, or through contracts for such other work, and if so, please identify any work that is

scheduled or anticipated.

**Response:** See Addendum Item 4. This Section has been removed in its entirety.

- 4) The Contract Documents reference “modifications” and “change orders” but there are no provisions identifying the process by which change orders shall be requested/approved, nor are there any provisions regarding payment/time extensions for any such changes. Please modify the Contract Documents to include provisions regarding modifications/contract changes and the process for requesting and approval of Change Orders. Below is an example of the requested language, mirroring the language from Federal Acquisition Regulation (FAR) 52.243-4:

Changes (Jun 2007)

- (a) The [Owner] may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes -
- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished property or services; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the [Owner] that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the [Owner] written notice stating -
- (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the [Owner] shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the [Owner] shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the [Owner] is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the [Owner] a written statement describing the general nature and amount of the proposal, unless this period is extended by the [Owner]. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

**Response:** The owner is agreeable in principal to this comment. This is not a Federal project and is not constrained by any provisions within the FAR.

- 5) To reduce unnecessary contingencies in Contractor bids, please include a waiver of consequential damages: “Notwithstanding anything herein to the contrary, Contractor shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, delay, loss of profits,



loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable. In lieu of such damages, Contractor will be charged liquidated damages in the amount of \$1,000 per working day.”

**Response:** The Sebastian Inlet District (Owner) is a governmental entity that is not subject to loss of profits, loss of income, loss of business opportunity or business interruption. It is not the intent of the Owner to assign undue risk or liability to the Contractor, however, the Owner is not amenable to a waiver for all consequential damages as requested in this comment. As stated, this comment implies that the Contractor is not responsible for any damages under any circumstance. It is additionally unclear the intent of the reference to liquidated damages in this comment.

6) To reduce unnecessary contingencies in Contractor bids, please include provision concerning differing site conditions: “The Contractor shall notify the Owner promptly upon the manifestation of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or reference documents, (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract. If the Owner determines that the alleged conditions do exist and cause a material change either in the Contractor's costs or time required to perform the Contract, the Owner will make an equitable adjustment in the contract price to account for the performance of the work involved, and the additional contract time, if any, required to perform such work. If the Owner and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties. If the Owner determines that the Contractor’s request does not warrant a change order the Contractor shall diligently pursue the Work in accordance with the Owner's direction while retaining the right to claim against the Owner's decision in accordance with the Contract provisions pertaining to claims and dispute resolution.”

**Response:** The Owner is agreeable to this statement in principle.

7) Specification Section 24. entitled “Characteristics of the Borrow Area” refers to Contractor’s understanding of the “conditions” and states Contractor should be aware that it is possible for material of differing characteristics to be present in the Borrow Area. Should any questions or discrepancies arise relative to this data, the conditions shall be independently confirmed by the Contractor at the Contractor’s expense. To reduce contingencies in Contractor bids, please (1) include a differing site condition provision; and (2) confirm that the “conditions” are the characteristics of the soils and if rock is found to exist within the pipeline alignment for excavation, then that would constitute a differing site condition and revise this paragraph accordingly.

**Response:** See response for the above comment for No.6.

8) Please confirm whether this project is federally assisted; that is whether it is funded in whole or in part by the federal government. If so, please identify any domestic product preference requirements (i.e. Buy America).

**Response:** This is not a Federal project.

9) Section 20.2. entitled Risk of Loss states “All construction and associated activities specified in the Technical Specifications and Plans for this project shall be performed at the sole risk and cost of the CONTRACTOR from commencement until final payment by the DISTRICT.”

Please replace the phrase “payment by the DISTRICT” with “Final Completion of the Work.”

**Response:** See Addendum item 4. This section has been removed in its entirety.

10) Section 11. of the Technical and Environmental Specifications states Contractor shall be responsible for ensuring that all project personnel and any subcontractors are fully aware of and abide by all of the applicable requirements and conditions stated in the attached permits; however, no permits are attached. Please provide copies of any and all permit(s) applicable to this project for which Contractor is responsible to comply.

**Response:** Project permits have been uploaded to the sharefile link.

11) Please confirm Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor, and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law, which shall be disposed of in strict compliance with all regulations as directed by Owner. With respect to any such pre-existing materials, Owner is the generator.

**Response:** This is confirmed.

12) Please confirm utilities located within construction limits which prevent completion of the Contractor’s work will be relocated or adjusted by the Owner at no expense to the Contractor.

**Response:** This is confirmed. Such a circumstance would be a changed field condition.

13) To reduce unnecessary contingencies in Contractor bids, please confirm Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications or identified by Florida’s utility locator service.

**Response:** This is confirmed. Such a circumstance would be a changed field condition.

### **Instructions to Bidders**

To comply with Item 3.1.3, should the Contractor submit referral letters or project descriptions and contact details for the Owners?

**Response:** Bidders should provide a project description and reference contacts.

Item 16.6 states the contract will be awarded to the lowest bidder on the basis of the Total Base Bid. However, in Item 1 Project Description it states bidders are not required to submit a base bid. Please clarify on what basis the project will be awarded.

**Response:** See amended item 2.

### **The IRC Technical & Environmental Specifications**

Item 1 states 95% of the final design quantity must be removed for the Contract to be satisfied. Please confirm whether the 1’ of allowable over-dredge is included in the 149,000 CY design quantity.

**Response:** The 149,000 cubic yard design quantity does not include the 1’ over-dredge quantity.

Item 13 states the cost for complying with environmental protection requirements is to be included in line item for Construction/Vibration Controls and Project Monitoring. Please confirm these costs are to be part of the General Conditions line item.

**Response:** These costs should be part of the General Conditions item.

Item 13.2.1.2.7 requires secondary containment of 110% for each fuel storage tank. Please confirm if double walled fuel storage tanks satisfy this requirement.

**Response:** Use of double walled tanks is satisfactory.

Item 35 states mobilization payment will be made upon placement of 5,000 cubic yards of beach compatible material within the construction fill template. However, the Bid Form states 1,000 cubic yards. Please clarify.

**Response:** See Amended Item 3.

Item 36 states the District will conduct pre and post-construction surveys of the borrow area and fill placement area for final acceptance. However, Items 33 and 34 require the Contractor to provide pre and post-construction surveys, observed by the District, and signed and sealed by a Florida Professional Surveyor. Please confirm the Contractor is to provide said surveys which will be used for Final Acceptance of the work.

**Response:** The Contractor is to provide these surveys.

Item 42 states Sand Compaction Testing and Tilling are the Contractor's responsibility. Per Item 25 in DEP Permit Number 0270746-006-JC, sand compaction sampling is required prior to March 1 for three (3) subsequent years post-construction. Are these subsequent monitoring and any required tilling also the responsibility of the Contractor?

**Response:** For the beach placement alternatives, the contractor is required to only till the beach after construction. Additional monitoring and tilling is the responsibility of the Owner.

Item 42 states Escarpment Surveys and Leveling are the Contractor's responsibility. Per Item 27 in DEP Permit Number 0270746-006-JC, surveys are required within 30 days prior to March 1 for three (3) subsequent years post-construction. In addition, Table 2 states surveys to be conducted weekly during nesting season for up to three years. Are these subsequent surveys and any required leveling efforts also the responsibility of the Contractor?

**Response:** These subsequent surveys are the responsibility of the Owner and not the Contractor.

#### **DEP Permit #0270746-006-JC**

Item 17 requires seabird/shorebird surveys should work occur during nesting season (Mar 15-Sep 1). Should work be occurring during this window, will the Contractor or District be responsible for engaging the services of the required bird monitors?

**Response:** These surveys are the responsibility of the Owner and not the Contractor.

Please confirm DEP Permit #0270746-006-JC supersedes permit mod #0270746-001-EM provided in USACE permit SAJ-2002-01224 Mod-101113, Attachment 2.

**Response:** This is confirmed.

**JCP Minor Mod Sebastian Inlet – 0270746-010-JN Final**

Page 8, Item 5 and Page 11, Item 3.b.i – Please confirm the District will be responsible for all required biological monitoring and hardbottom surveys.

**Response:** This is confirmed.

**USACE Permit - SAJ-2002-01224 Mod-101113**

The document entitled USACE Permit - SAJ-2002-01224 Mod-101113 appears to contain USACE Permit – SAJ-1992-01224 (IP-AWP). Please confirm this is the correct permit for the proposed works.

**Response:** This is confirmed.

Item 12 – Please confirm the District will conduct the required in-water seagrass surveys.

**Response:** This is confirmed.

**General**

Please confirm, if Alternate 2 is awarded, dredging material for the DMMA can proceed prior to the beach placement window starting 1 Nov 2019.

**Response:** This is confirmed.

Is there a specific area within the project allocated for the DMMA material or is the only restriction a volume of 30,000 cyds?

**Response:** The only restriction is the 30,000 cubic yards.

What is the size of the existing weir discharge pipe to which the Contractor will be connecting.

**Response:** The pipe connection is 24 in. dia.