



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

DATE: August 11, 2026

TO: Interested Firms

FROM: Shari Chinevere, Procurement Manager

SUBJECT: Invitation for Bids 42422, Addendum 1
S-157, Wing Walls and Manatee Overlook Rehabilitation

Please be advised of the following changes to the subject Invitation for Bid:

1. The Submittal Due Date of 2:00 P.M., September 4, 2026, remains the same.
2. Delete the Revised Bid Form provided under Addendum 1 in its entirety and replace it with the attached Revised Bid Form (see last page of this Addendum).
3. Complete and submit the Revised Non-Disclosure Form (NDA) to obtain Exhibits 4, 5 and 6 referenced in this Addendum below. Respondents that signed the original NDA included in the solicitation package are also required to sign and submit this NDA as well. The NDA is not part of the bid submittal.
4. Part 4: Draft Agreement Between the District and Contractor, Section 2 – The Contract Documents, delete, the second paragraph in its entirety and replace it with the following:

“Should any conflict arise between the Contract Documents and the Agreement, the terms of this Agreement shall govern. Except as otherwise expressly stated, the Contract Documents shall govern in the following order of precedence:

- (a) Change Orders and Amendments executed after contract award;
- (b) The Agreement, including Attachments A – I;
- (c) Addenda issued during the solicitation;
- (d) Permits issued for the Project;
- (e) Technical Specifications
- (f) Plans and Drawings
- (g) The Solicitation (IFB 42422IFB27);
- (h) Contractor's Bid/Submittal.

Nothing in the Contract Documents authorizes work inconsistent with any applicable permit, law, code, or regulatory requirement.”

5. Part 4: Draft Agreement Between the District and Contractor, Section 14 – Duty to Inspect and Report Deficiencies in Plans and Specifications. Add paragraph (d) as follows:

“(d) Where compliance with two or more standards is defined, and they establish different or conflicting requirements, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.”

6. Part 4: Draft Agreement Between the District and Contractor, Section 19 – Amendments and Changes to the Work, delete paragraph (d) Daily Overflow Impact Fee in its entirety and replace it with the following:

“(d) **Daily Overflow Impact Fee**

- (1) Daily Overflow Impact Fee. This item represents the maximum daily fee (based on a 10-hour workday) that Contractor will be allowed to charge the District in the event the canal water level overtops the cofferdam during construction operations inside the cofferdam.
 - (2) The Daily Overflow Impact Fee shall include all costs associated with the overflow event, including but not limited to repair of existing or partially completed work affected by the overflow, cleanup, re-dewatering, remobilization within the work area, lost time, work delays, and other impacts directly associated with the overflow event.
 - (3) Payment under this item shall only be made for overflow days authorized in writing by the DPM. The number of days shown in Attachment C – Cost Schedule, is an estimated quantity only and may be increased, decreased, or eliminated based on the actual number of overflow days incurred and approved by the District, at the daily rate provided.
 - (4) The DPM may authorize Daily Overflow Impact Fees up to the total line-item cost shown in Attachment C – Cost Schedule. Any further amount must be authorized either through a Supplemental Work Allowance Authorization or a Change Order.
 - (5) No payment shall be made under the Daily Overflow Impact Fee if the District determines that the temporary cofferdam, dewatering system, bypass system, or related temporary works were not constructed, operated, or maintained in accordance with the Contract Documents, approved submittals, permit requirements, or accepted industry practice.
 - (6) The Daily Overflow Impact Fee does not relieve Contractor of its responsibility to monitor water levels, protect the Work, prevent scour, maintain bypass flows, maintain dewatering, and take reasonable measures to reduce damage or delay during high water conditions.
 - (7) Contractor is not entitled to receive any unspent or remaining funds in the Daily Overflow Impact Fee item on Attachment C – Cost Schedule.
 - (8) The Daily Overflow Impact Fee constitutes Contractor's compensation for overflow-related impacts described in this Section, including delays, disruptions, inefficiencies, rework, dewatering, remobilization, and other consequences arising from or related to overflow events. The Daily Overflow Impact Fee is intended as additional compensation for overflow-related impacts and does not affect payment otherwise earned for Work performed in accordance with the Agreement. Contractor is not entitled to additional overflow-related compensation except to the extent otherwise authorized in writing through a Supplemental Work Allowance Authorization or Change Order. Contractor acknowledges that it has included in its bid pricing for this item all costs and risks associated with overflow events contemplated by this Section.”
7. Attachment B – Construction General Conditions, SECTION A – THE WORK, Paragraph 1. PERFORM ALL WORK, shall be deleted in its entirety and replaced with the following revised paragraph:

“1. **PERFORM ALL WORK**

Contractor shall perform all Work (defined in the Agreement) required, implied or reasonably inferable from the Agreement.

All work called for in the Specifications applicable to this Contract but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.”

8. Attachment B – Construction General Conditions, Section F – Contractor, add Paragraph 8 Trench Safety as follows:

“8. TRENCH SAFETY

In the performance of this Agreement, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, Fla. Stat., incorporates the OSHA excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements. Refer to the technical specifications as applicable for additional information and requirements relating to trench safety.”

9. **Question:** Is this a low bid project based where price is the only factor or is there a ranking formula that you could share with bidders?

Answer: A contract will be awarded to the lowest responsive and responsible bidder as stated in the solicitation documents. Please refer to Part 2 – General Information and Requirements, Paragraph 2.14 Awarding the Agreement for additional information.

10. **Question:** What is the hierarchy of documents in case of discrepancy?

Answer: See Item 4 of this Addendum, which revises Section 2 of the Agreement to establish the order of precedence applicable to the Contract Documents in the event of a conflict or discrepancy.

11. **Request for Information:** Please provide a copy of all permits obtained by the District with all the permit conditions.

Response: Copies of permits issued to the District by the U.S. Army Corps of Engineers (Exhibit 4 – USACE S-157 Verification Letter) and Florida Department of Environmental Protection (Exhibit 5 – FDEP S-157 General Permit) will be made available upon request through a District-provided online portal for all firms that have submitted the revised Non-Disclosure Agreement included with this Addendum.

Contractor is responsible for complying with the permit requirements applicable to the Work.

12. **Request for Information:** Please provide a list of all permits required to be obtained by the contractor.

Response: All federal and state permits are in place. Contractor is responsible for investigating the need for and obtaining any locally required permits for the work. Construction work on state property is still subject to building codes and local permitting requirements.

13. **Request for Information:** Please provide the geotechnical reports referenced in the plans and specs.

Response: Exhibit 6 – Corrected Final-RTA Design Report will be made available upon request through a District-provided online portal for all firms that have submitted an acceptable Non-Disclosure Agreement.

14. **Question:** Sheet 11 of 21 under concrete notes calls for 4500 psi with no additives but the specifications call for CCW admixture. Please provide clarification if CCW is required and in what areas?

Answer: Crystalline Capillary Waterproofing (CCW) admixture is only required for the pile caps.

15. **Request for Information:** Sheet 11 structural inspections note sp-1 says the contractor is responsible for all required permits and inspections from the building official including a Certificate of occupancy. My understanding is that this project is on state property and outside the purview of the County building department. Also, there is no dwelling proposed on this project so a Certificate of Occupancy would not be required.

Response: Inspection and quality control shall be governed by Technical Specification Section 01410 – Testing and Quality Control. Required permits and fees shall be governed by Section 01065 – PERMITS AND FEES and information contained herein. Contractor is responsible for investigating the need for and obtaining any locally required permits for the work. Construction work on state property is still subject to state building codes and local permitting requirements. Contractor is responsible for determining whether any local building permit, inspection, or certificate requirement applies to the Work and for complying with any applicable requirements.

16. **Question:** Sheet 11 also shows structural deferred submittals. Note SD2 requires signed and sealed drawings with calculations for wood framing connectors and the permanent sheet pile system. Why would we need to provide these if this is an engineered set of drawing signed and sealed for a bid build project and not a design build project?

Answer: Wood framing connectors and sheet pile properties vary from vendor to vendor. The design documents assume certain properties for the design rather than specifying a single product or manufacturer. The signed and sealed requirement may be omitted, but products selected by Contractor for use in construction must meet the design criteria as outlined in the construction documents and approved by the Engineer of Record prior to construction.

17. **Request for Information:** Please provide the basis of design and all calculations for the proposed permanent sheet pile sister walls shown. Please ensure these calculations provide the calculations for the assumed load and the safety factor checks. Please also provide details of required temporary bracing that is to be required for the permanent steel sheet pile installation.

Response: Refer to the Corrected Final-RTA Design Report Section 5.1 and the Geotechnical Reports in Appendix 1 for the wingwall global stability calculations and investigation of existing tie-rods. Refer to Section 4.6 and Appendix 2 of the Final Design Report for the structural calculation for the sister wall tie-in to the existing pile cap. Note that during the previous structure refurbishment project, the wingwalls were dewatered and soil removed from the toe for investigation to approximately the same extent proposed for this project. The proposed sheet pile sister walls are a replacement in kind of the original corroded sheets. The internal stability factors of safety of the wingwall and loads borne by the sheets for the permanent condition are unchanged from the original structure; therefore, no structural internal stability calculations of the sheet pile wingwall were performed or required.

Any temporary bracing (such as a template) required for permanent sheet pile installation shall be designed by Contractor.

18. **Question:** Please provide the Engineer of Record's investigation of the existing tie rods and calculations showing the existing tie rods and deadman system can support the increased load of the sister walls?

Answer: Refer to the Final Design Report Section 5.1 and the Geotechnical Reports in Appendix 1 for the wingwall global stability calculations and investigation of existing tie-rods. There is no increased load caused by the sister walls for the permanent condition. Note that during the previous structure

refurbishment project, the wingwalls were dewatered and soil removed from the toe for investigation to approximately the same extent proposed for this project.

19. **Question:** What is the calculated CFS of the conceptual Siphon?

Answer: Refer to the Final Design Report Section 5.2 and Appendix 2B for this information.

20. **Question:** What is the formula or formulas that are required to show the CFS in the Contractors engineered siphon submittal?

Answer: There is no requirement for Contractor to submit siphon flow capacity calculations. The detailed siphon system plan shall conform with the conceptual design shown on the Drawings and designed by the Engineer of Record. Daily logs of siphon operations do not require flow estimates.

21. **Request for Information:** Please provide the historic canal flows at S-157 (range should be June 2004 – 2025). This will provide a basis of flow that incorporates severe hurricanes and droughts.

Response: This information can be provided; however, Contractor is not required to design the bypass capacity. The Engineer of Record has designed the bypass capacity for a level of service acceptable to the District using an approximate storage routing model. The capacity calculation indicates that this siphon bypass system has a three percent chance of allowing overflow of the gates during the dewatering period with both pipes operating; or a nine percent chance allowing overflow if only one pipe is operational. A Daily Overflow Impact Fee is included in the Bid Form to compensate Contractor for authorized overflow-related impacts, as provided in Section 19(d) of the Agreement.

22. **Request for Information:** Please provide historic C-54 Canal water elevation at the downstream side of S-96 and the upstream side of S-157 (range should be June 2004 – 2025). This will provide water elevations that incorporates severe hurricanes and droughts.

Response: Use “Ctrl + Click” to follow the link or cut and paste into a web browser

Water level data are available through the District’s Hydrologic Data website <http://webapub.sjrwmd.com/agws10/hdsnew/map.html>. The following gauges provide the requested historical water elevations for the C 54 Canal area:

Downstream of S-96: 00510200: S-96 Lower at Fellsmere

(WL) [http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00510200_NAVD1988_POR&des=S-96%20Lower%20at%20Fellsmere%20\(WL\)\\$274925.497\\$804225.444\\$St.%20Johns%20Marsh%20Unit\\$Brevard\\$Surface%20Water\\$Water%20Level%20\(WL\)](http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00510200_NAVD1988_POR&des=S-96%20Lower%20at%20Fellsmere%20(WL)$274925.497$804225.444$St.%20Johns%20Marsh%20Unit$Brevard$Surface%20Water$Water%20Level%20(WL))

Upstream of S 157: 00520210 S-157 Upper at Roseland West (WL)

[http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00520210_NAVD1988_POR&des=S-157%20Upper%20at%20Roseland%20West%20\(WL\)\\$274949.137\\$803223.419\\$Mid%20Central%20Indian%20River%20Lagoon%20Unit\\$Brevard\\$Surface%20Water\\$Water%20Level%20\(WL\)](http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00520210_NAVD1988_POR&des=S-157%20Upper%20at%20Roseland%20West%20(WL)$274949.137$803223.419$Mid%20Central%20Indian%20River%20Lagoon%20Unit$Brevard$Surface%20Water$Water%20Level%20(WL))

Downstream of S 157: 00520211 S-157 Lower at Roseland East (WL)

[http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00520211_NAVD1988_POR&des=S-157%20Lower%20at%20Roseland%20East%20\(WL\)\\$274949.617\\$803221.753\\$Mid%20Central%20Indian%20River%20Lagoon%20Unit\\$Brevard\\$Surface%20Water\\$Water%20Level%20\(WL\)](http://webapub.sjrwmd.com/agws10/hdsnew/data.aspx?tp=903&stn=00520211_NAVD1988_POR&des=S-157%20Lower%20at%20Roseland%20East%20(WL)$274949.617$803221.753$Mid%20Central%20Indian%20River%20Lagoon%20Unit$Brevard$Surface%20Water$Water%20Level%20(WL))

23. **Request for Information:** Specification sec. 02262 sheet pile: calls for bearing, heave and other record keeping that are only required for displacement piles with bearing requirements. Please remove these requirements or clarify that these items will not be required.

Response: Records of heave and redriving observations and final driving resistance have purposes other than confirming bearing requirements for displacement piles are met. Contractor should be prepared to keep records for all the listed items in Section 02262-1.03 B. Reasonable modifications to the observations to be recorded that are appropriate for the specific piledriving equipment used and conditions encountered can be made through the submittal and Request for Information process during the construction project.

24. **Request for Information:** Specification sec. 02262 sheet pile: shows that sheet pile points are required. Please confirm that sheet pile points are not required unless driving through hard stratum that could damage the sheet pile.

Response: Confirmed. Sheet pile points are not required unless driving through hard stratum that could damage the sheet pile.

25. **Question:** Specification sec. 02262 -5 J. sheet pile bracing. States that the contractor is to provide bracing as required prior to installation of permanent bracing. Please clarify what the meaning of this since no permanent or temporary bracing of the sheet pile is shown in the plans?

Answer: Bracing may apply to the cofferdam that is to be designed by Contractor, but it is not required for the wingwalls.

26. **Question:** Some areas of riprap currently in place do not have bedding stone. If the Contractor removes riprap from an area for construction that does not have bedding stone, is the Contractor required to excavate that area and place new fabric and bedding stone to a lower elevation prior to reinstalling the riprap?

Answer: The Engineer of Record is not aware of areas of riprap without bedding stone. If Contractor removes riprap from an area for construction that does not have bedding stone, Contractor is required to excavate that area to a lower elevation and place new fabric and bedding stone prior to reinstalling the riprap. The filter fabric layer is not required to be re-installed in the canal bottom area. Riprap with no bedding would be an unforeseen condition and installing the new bedding layer would be addressed by Change Order. Contractor should document the discovery of missing bedding with photo and video and notify the District pursuant to the contract requirements.

27. **Question:** For dewatering (not the Siphon Bypass), is a signed and sealed dewatering plan really required? we have successfully dewatered this structure previously and an engineered plan was not required.

Answer: Specification Section 02401-1.03 C requires a signed and sealed design for the temporary cofferdam. The Dewatering Plan required by Section 02401-1.03 A is not required to be signed and sealed.

28. **Question:** What is the lowest water elevation allowed in the C-54 canal upstream of S-157?

Answer: The water surface elevation in the C-54 Canal upstream of S-157 shall be maintained at or above elevation 12.0 feet NAVD88.

29. **Question:** Does the District have the use of another structure to divert water out of the C-54 canal in case flows are greater than what the siphon can handle?

Answer: No other structures are available to divert water from the C-54 Canal if flows exceed the capacity of the siphon system.

30. **Request for Information:** Please confirm the S-96 structure will be locked out/tagged out so that there is no chance of discharge into the C-54 during construction.

Response: The S-96 structure will not be operated during the construction period.

31. **Request for Information:** The daily overflow impact fee line item is impossible to calculate because the impact will be greater at certain points than others depending on what work is being performed. Also, there is no possible way to estimate the recovery cost since there is no way to anticipate what items would be affected or what materials and equipment may be needed and who knows if 10 days would even be enough. Furthermore, this item if counted as part of the low bid falsely inflates the bid cost and this shifts all the liability & burden on to the Contractor for events that are out of their control while trying to provide the most competitive price for the work that is low bid award. As the District is aware during the rehab of S-157 a rain event caused the C-54 canal to rise 3 feet above the elevation of the gates overnight and stayed that way for over a month and the recovery time was approximately the same duration. I would suggest that this item not be counted in the determination of low bid award of the project.

Response: The District and Engineer of Record have reviewed the question and will retain this bid item; however, the Bid Form will now include 15 days of overflow impacts, and Contractor will be compensated at the bid unit rate. If authorized overflow impacts exceed 15 days, additional days will be compensated at the same unit rate through the Supplemental Work Authorization process or Change Order, as applicable. Because all Respondents will use the same quantity of days, the bid item provides an equal basis for comparing bids.

32. **Question:** What is the anticipated Notice to Proceed date?

Answer: Late October or Early November 2026.

33. **Question:** What date will the Governing board award the project?

Answer: Staff anticipate submitting the solicitation results for approval at the District Governing Board's October 13, 2026, meeting.

34. **Question:** Has the District reviewed the bid documents and insured that all mandatory forms such as trench safety are included?

Answer: Yes. The District has reviewed the solicitation documents and has added the Trench Safety Act Compliance Form to this Addendum. Respondents should carefully review this Addendum and the revised solicitation documents. Respondents are responsible to complete and include this form and all other required forms with their Bid.

35. **Question:** Has funding for this project up to the engineer's estimate been secured and allocated for this project?

Answer: Yes. Funding has been secured and allocated for the project, subject to the District's applicable procurement, budget, and approval processes.

36. **Question:** Who is anticipated to be the District's inspector for this project?

Answer: The District has not assigned an onsite representative as of the present. However, Brown & Caldwell, the District's Engineer of Record, will be providing onsite periodic construction inspections and other construction management related services.

37. **Question:** Please confirm who the anticipated District Project Manager will be?

Answer: Marc Van Heden or designee.

38. **Request for Information:** Please confirm the vertical clearance of the S-157 access road under I-95.

Response: Determination of this is Contractor's responsibility.

39. **Question:** Are there any depth of excavation restrictions to be considered in the installation of the bypass siphon?

Answer: The siphon profile shall be a close approximation of the conceptual siphon profile. As a guideline, Contractor's pipe invert vertical profile may be within plus or minus 1-foot of the conceptual profile. The invert EL at the high point should be within plus or minus 0.5-foot of the conceptual design high point invert EL. There shall be only one high point, and it shall be located closer to the discharge side. There shall be a minimum of two feet of cover over the top of pipe at the road crossing.

Trenching and excavation safety restrictions also apply.

NOTE: Please acknowledge receipt of this Addendum in your submittal.

If you have any questions regarding this addendum, contact Shari Chinevere at (386) 643-1172 or via email at slchinev@sjrwmd.com.

TRENCH SAFETY ACT COMPLIANCE FORM
For IFB 42422IFB27 – S-157 Wing Walls and Manatee Overlook Rehabilitation

By signing below, Respondent agrees to the following terms:

1. Respondent acknowledges: (i) the existence of the Florida Trench Safety Act, §553.60 et. seq., Florida Statutes (hereinafter called the “Act”), and the requirements established herein; (ii) the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project in regards to trench safety; (iii) Trench Safety Act Compliance Costs are disclosed for the sole purpose of compliance with the procedural requirements of the Act; and (iv) the amounts disclosed in this form have been included within the Total Lump Sum Price listed on the bid form.
2. If awarded the contract, Respondent will comply with all applicable trench safety standards, during all phases of the Work, and will ensure that all subcontractors will also comply with the Act.
3. Respondent will consider the geotechnical information available from the District, from its own sources, and all other relevant information in its design of the trench safety system it will employ on the subject project. Respondent acknowledges that the District is not obligated to provide such information, that Respondent is not to rely solely on such information if provided, and that Respondent is solely responsible for the selection of the data on which Respondent relies in designing said safety system, as well as for the system itself.
4. **Trench Safety Act Compliance Cost Disclosure** (*Costs provided for information only; not payment*):

Trench Safety Compliance Method	Unit (LF, SF)	Quantity	Unit Cost	Extended Cost

Use additional sheets if necessary. The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used.

Total

5. Acceptance of the bid to which this certification and disclosure applies in no way represents that the District or its representatives have evaluated or determined that the costs disclosed in this form are adequate to comply with the applicable trench safety requirements, nor does it in any way relieve Respondent of its sole responsibility for complying with all applicable safety requirements.

Respondent: _____

By: _____
Signature of Authorized Representative

Date: _____

Title: _____

**INVITATION FOR BIDS
42422IFB27 S-157 WING WALLS AND MANATEE OVERLOOK REHABILITATION**

NON-DISCLOSURE AGREEMENT

The Non-Disclosure Agreement (NDA) is required to obtain the exhibits listed below and is not part of the bid submittal.

Respondent must sign and submit a copy of the NDA to the District to obtain the exhibits listed below by one of the following methods: (1) hand delivery; (2) U.S. mail; (3) national overnight courier; or (4) email. Send to the attention of Shari Chinevere, Procurement Manager or via email at schinev@sjrwmd.com.

The undersigned is an employee, subconsultant, subcontractor, representative, or agent of _____, a Respondent to St. Johns River Water Management District Invitation for Bid 42422, *S-157 Wing Walls and Manatee Overlook Rehabilitation*. Respondent intends to submit a bid to perform the work associated with the S-157 Wing Walls and Manatee Overlook Rehabilitation. The District possesses certain documents and materials related to this solicitation, as listed below.

1. Exhibit 1 – 42422 Wing Walls Contract Drawings, dated April 22, 2026
2. Exhibit 2 – 42422 Wing Walls Technical Specifications, dated June 2026
3. Exhibit 3 – 42422 Structure S-157 Redline As-Built, dated April 26, 2023
4. Exhibit 4 – USACE S-157 Verification Letter
5. Exhibit 5 – FDEP S-157 General Permit
6. Exhibit 6 – Corrected Final-RTA Design Report

The undersigned, in his or her capacity as an individual and as an employee, subconsultant, subcontractor, representative or agent of the Respondent seeks to acquire said documents and materials from the District in order to prepare Respondent's submittal and signs this Non-Disclosure Agreement as a pre-requisite thereto.

In the course of reviewing the documents and materials, the undersigned will unavoidably come into contact with certain types of information which are protected from disclosure by Florida law. The undersigned acknowledges his/her familiarity with the applicable protections, including but not limited to his/her obligation to comply with the following:

Section 119.0725, Fla. Stat. (2024), which requires all District consultants to protect as confidential the following:

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of the District;
- Information relating to critical infrastructure;
- Cybersecurity incident information; and
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:
 - Data or information, whether physical or virtual; or
 - Information technology resources, which include the District's existing or proposed information technology systems.

Section 119.071, Fla. Stat. (2024), which requires all District consultants to protect as confidential the following:

- Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
- Threat assessments conducted by or for the District;
- Threat response plans;
- Emergency evacuation plans;
- Sheltering arrangements; and
- Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.

Section 119.071, Fla. Stat. (2024), which requires all District consultants to protect as exempt from public disclosure the following:

- Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the District.
- Said information may be disclosed to Company as part of its duties and responsibilities, and all persons in receipt of such information shall maintain its exempt status.

Recipient shall not enter, upload, disclose, transmit, or otherwise make available any District Confidential Information to any artificial intelligence system, machine-learning tool, automated drafting tool, large language model, or similar technology (“AI Tool”) without the District’s prior written authorization. Recipient also shall not use any AI Tool to analyze, summarize, process, generate, draft, model, calculate, or create work product based on District Confidential Information unless approved in writing by the District after review of the proposed use, including the AI Tool, data inputs and outputs, data protection measures, retention practices, and security controls. Recipient remains responsible for the accuracy, completeness, confidentiality, and compliance of all work product and for protecting District Confidential Information regardless of whether an AI Tool is used.

Any violation of this provision constitutes a material breach of this Agreement and may result in immediate termination of Recipient’s access to District Confidential Information, return or destruction of all District Confidential Information, and any other remedies available to the District at law or in equity. The District also reserves the right to consider any such violation in connection with Recipient’s continued access to solicitation-related materials, eligibility to participate in any related procurement, responsibility determination, award decision, or performance under any resulting agreement, to the extent permitted by applicable law and the final solicitation or contract documents.

The undersigned (1) affirms he/she has undertaken to be familiar with the laws of Florida impacting the contemplated Work; (2) acknowledges that he/she may be subjected to penalties for violating Florida law in relation to the Respondent’s acquiring, possessing and reviewing the documents and materials, including disqualification of submittal and immediate termination of any contract with the District; (3) will not disclose the documents and materials outside Respondent’s Company and will hold same confidential; and (4) understands the restrictions outlined above. In consideration for the opportunity to participate in the solicitation process, the undersigned, on behalf of him/herself and Respondent, agrees to abide by the terms of this Non-Disclosure Agreement.

Respondent: _____
Company Name

Name: _____
Print Name of Individual Print Title/Role

Signature: _____
Signature of Individual Date

INVITATION FOR BIDS
42422IFB27 S-157 WING WALLS AND MANATEE OVERLOOK REHABILITATION
REVISED BID FORM

Bid Items	QTY	Unit	Unit Cost	Extended Cost
1. Bonds and Insurance	1	LS		\$
2. Mobilization	1	LS		\$
3. Temporary Cofferdam	1	LS		\$
4. Construction of S-157 Wing wall Work	1	LS		\$
5. Manatee Overlook Rehabilitation Work	1	LS		\$
6. Design, Furnish, Install, and Remove the Flow Bypass System	1	LS		\$
7. Demobilization and Site Clean Up	1	LS		\$
8. Complete Punchlist, including As-Built Survey and As-Built	1	LS		\$
9. Supplemental Work Allowance	1	LS		\$ 250,000
10. Daily Overflow Impact Fee	15	Day	\$ /day	\$
TOTAL BID (Items 1 – 10):				\$

PUBLIC RECORDS: Florida Statutes provide that sealed submittals or replies received by the District shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to obtain a copy of their competitors' submittals until the statutory time has elapsed.

UNIT PRICES: Unit prices on the Bid Form may be used to correct any extensions, and if adjusted, will be identified on the detailed tabulation as corrected. Unit costs will not be changed. If Respondent fails to include a unit price and only includes the total, the District reserves the right to mathematically calculate the unit cost and enter to establish a price for the Agreement and potential additional purchases of affected line items.

AIS REQUIREMENT: If the solicitation concerns a public works project or involves the procurement of materials for use in a public works project as defined in §255.0993, Fla. Stat., Respondent hereby acknowledges that it is obligated to comply with the American Iron and Steel Requirement (the "AIS Requirement") set forth therein and Respondent hereby certifies that any iron or steel product contained in this Cost Schedule that is to be permanently incorporated into the subject project will be produced in the United States in accordance with the AIS Requirement. Respondent agrees that it shall be responsible for any penalty imposed as a result of Respondent's failure to comply with the AIS Requirement. In addition, Respondent has included any costs associated with the AIS Requirement into this Cost Schedule.

UNDER PENALTIES OF PERJURY, I, as Respondent's authorized officer or representative, hereby declare that I have fully reviewed Respondent's submittal, of which this Cost Schedule is a part; that all facts stated in the submittal are true; that I understand all terms and conditions set forth in the District's solicitation; and that, if awarded, Respondent shall fully comply with all terms and conditions.

Name of Respondent Company

Authorized Representative Signature

Date

Printed Name/Title

This document must be completed and returned with your submittal.