



"A City for All Ages"

CITY OF PORT ST. LUCIE

Request for Qualifications (RFQu) #20190062

for

Professional Geotechnical Service

for

Westport Wastewater Treatment Plant Phase II Expansion

Prepared By:

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Procurement Agent I

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ATTACHMENTS

Proposed Site Plan	Exhibit 1
Proposed Process Flow Diagram	Exhibit 2

NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "cone of silence" is in effect for this solicitation from the date the RFQu is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Ms. June Raymond, for the procurement of these services.

All questions regarding this RFQu or Solicitation are to be submitted in writing to June Raymond, Procurement Agent with the Procurement Management Department via e-mail jraymond@cityofpsl.com, or by phone 772-344-4055. Please reference the RFQu/Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the RFQu/ Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence (general information, question and responses) to this RFQu will be made available exclusively through the DemandStar website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFQu.*

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS.
YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

1.0 BACKGROUND

The City of Port St. Lucie is constructing an expansion of the Westport Wastewater Treatment Facility (WPWWTF). Construction of Phase I the expansion work is underway. Phase II of the expansion work is anticipated to commence in fiscal year 2020. The City desires to hire a qualified testing laboratory agency regularly engaged in the State of Florida in the testing of materials for construction projects including soils, asphalt, grout and concrete to monitor and assess the quality appropriateness and acceptability of the materials that are used for the Phase II construction work.

A brief summary of the new facilities to be constructed under Phase II includes aeration basins, a clarifier, a new chlorine building, a new electrical building, new effluent piping to serve injection well IW-2, and injection well IW-2 surface facilities, (Geological services for IW-2 are being provided for under a separate contract.) see Figures 1 and 2 attached.

2.0 INTENT

The intent of this project is that a qualified representative from the testing agency shall inspect, sample and test the materials and work as required by the City for the Part 2 work. Testing firms shall meet the requirements of ASTM E329 and as part of their submittals to the City for consideration for award of this work shall include certification and documentation that they fully comply with the requirements of ASTM E329 regarding personnel, facilities and accreditations.

Accompanying and part of this Request for Qualifications (RFQu) is a sample contract which includes details related to the terms and conditions of doing business with the City. The proposed contract would be completed with data provided in a successful response to this RFQu.

The issuance of this RFQu and receipt of proposals does not commit the City to award approval of an offer to provide services. The City reserves the right to postpone the proposal due date and time, accept or reject any or all proposals received in response to this RFQu, waive any informality or defect in any proposal, or to cancel all or part of this RFQu if it is in the best interests of the City. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

In addition, the selected Proposer shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at www.cityofpsl.com, but also any other laws, rules, or regulations governing the use of the Property.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

REQUEST FOR PROPOSALS

Through this RFQu, the Proposer agrees to perform all work pursuant to this Proposal #20190062, **Professional Geotechnical Service for Westport Wastewater Treatment Plant Phase II Expansion and all specified scope of services and deliverables**, which is incorporated herein by this reference.

This RFQu expresses the City's selection criteria and submittal requirements that must be followed by any individual or entity (hereinafter referred to as the "Proposer") desiring to present a proposal. The City will consider all qualified responses to this RFQu and evaluate each response based on the selection criteria in accordance with the procedures as set forth herein. The proposals from interested, qualified individuals or firms for RFQu #20190062 must be received by the Procurement

Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984 5099, no later than **May 28, 2019 @ 2:00PM (EST)**.

3.0 SCOPE OF SERVICES

The City seeks a consultant to provide

Westport Expansion Phase II areas for testing and services to be provided include testing for site preparation, concrete, grout and mortar, and asphalt pavement as follows:

I. **Site Preparation and Grading/Backfilling:**

- Provide qualified personnel for performing field density and moisture content tests on a part-time basis for all structures and pavement natural ground and fill areas.
- Perform compaction tests on utility backfill in all utility trenches in both structures and pavement areas.
- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship.
- Perform Sieve Analysis and Organic Content testing to determine soil suitability.
- Observe proof rolling operations as outlined in the Project Specifications.

II. **Normal Weight & Lightweight Concrete Sampling and Testing:**

- ACI certified technician to sample and test plastic concrete and mold compressive strength cylinders for structural concrete on a part-time basis. Testing of the plastic concrete will include measurement of its slump, air content, temperature, and unit weight.
- Perform laboratory compressive strength tests on cured concrete cylinders as outlined in the Project Specifications.

III. **CMU, Grout & Mortar Sampling and Testing:**

- ACI certified technician to sample and test grout & mortar and mold compressive strength prisms/cubes on a part-time basis.
- Perform laboratory compressive strength tests on cured grout & mortar prisms/cubes as outlined in the Project Specifications.

IV. **Asphalt/Pavement:**

- Observe proof-rolling operations of the pavement subgrade prior to aggregate base placement and make recommendations for undercutting and/or stabilization, if required.
- Observe proof-rolling and perform compaction tests on aggregate base material.
- Perform laboratory compaction tests of base materials to determine their moisture content versus dry density relationships.
- Measure thickness of base materials for compliance with project requirements.
- Core samples of the in-place bituminous concrete pavement can be obtained to verify proper thickness and density of the pavement materials.

An opinion of the tests and hours for the Part 2 work is as follows:

ESTIMATED TESTS/HOURS	Quantity	Units
Maximum Density Determination (Standard & Modified Methods)	8	Each
Limerock Bearing Ratio (LBR) Tests	6	Each
Sieve Analysis Tests	8	Each
Organic Content Tests	8	Each
Compressive Strength of Concrete and Grout	110	Set

Asphalt Core Mobilization	2	Each
Asphalt Coring Technicians	48	Hours
Asphalt Core (Thickness/Density)	20	Each
Engineering Technician (Concrete and Grout Sampling)	121	Hours
Engineering Technician (In-place Nuclear Density Tests)	150	Hours
Project Engineer (P.E.) (Project Management & Report Review)	165	Hours
Clerical (Report Preparation)	165	Hours

Total fees for the project will be determined by the actual amount of technical time spent and the amount of field and laboratory tests performed.

Testing Documentation: Preliminary written field reports of all tests and inspection results shall be given to the City immediately after they are performed. A copy of all reports shall be forwarded to the City and agents of the City within 24 hours in hard copy and electronic format. Results of all tests taken, including failing tests, shall be reported by the testing firm. Reports shall be prepared by the testing agency under the supervision of and bear the seal and signature of a professional engineer currently licensed in the state of Florida. The testing agency and its representative are not authorized to revoke, alter, relax, enlarge or release any requirement of the specifications, nor to approve or accept any portion of the work for this project. Furthermore, the testing firm for any material furnished or work performed by the contractor failing to conform to the Phase II specification requirements shall be immediately brought to the attention of the City and agents of the City.

4.0 PROPOSAL SUBMISSION

The submission of proposals may be submitted electronically through DemandStar or purch@cityofpsl.com by Proposers responding to this RFQu. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. The Proposer can only view/submit his/her E-RFQu and will not have access to any other Proposer's submittals. The Proposer's E-RFQu may be changed at the Proposer's discretion until the RFQu Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic bid submittal after the RFQu Due Date and Time as the City will open all proposals on said date. Any Proposer who is submitting an E-RFQu for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

All proposals shall be submitted by completing and returning the Questionnaire and other required documents. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

- A. Request RFQu Specifications, #20190062 from Onvia, or via internet www.cityofpsl.com
- B. Download the RFQu Reply and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the RFQu Reply.
- C. Electronically sign the RFQu Reply where indicated.
- D. Upload in one file, proposal response formatted as instructed in section 8.0 of the RFQu, then add documents the following documents: W9, current Certificate of Insurance, E-verify, Drug Free Workplace form, Code of Ethics, Verification Form, Non-collusion Affidavit and RFQu checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the RFQu Reply Sheet. Additional documents should be submitted in the order of the question in the RFQu Reply Sheet.
- E. The Submit button at the bottom of the page must be selected to send the documents.

***** Only electronic replies are required. No hard copies will be accepted. *****

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

CAUTION

It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or purch@cityofpsl.com on or before the RFQu Due Date and Time. The City shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

NOTICE OF PROPOSALS BEING PUBLIC RECORDS

Any material that is submitted in response to this RFQu, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119 of the Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public.

5.0 PROPOSAL SUBMISSION DEADLINE

Proposals shall be submitted no later than the proposal deadline time and date. Proposers shall respond to the written RFQu and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the City after the RFQu due date and time be accepted or considered. Late proposals will not be opened. It is the sole responsibility of the Proposer to ensure that the proposal is uploaded to DemandStar on or before the RFQu due date and time. The City shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFQu due date and time. *No exceptions will be made.*

5.1 Proposal Due Date

May 28, 2019 @ 2:00PM (EST).

5.2 Pre-Proposal Conference

The City will hold one Pre-Proposal Conference: **May 8, 2019 @ 11:00AM (EST)** located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, in the Procurement Management Department, Building A, Conference Room #390.

Attendance at the Pre-Proposal Conference is voluntary and not a pre-requisite to submitting a proposal; however, it is strongly encouraged that all potential Proposers attend.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFQu process.

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

ACTION	DATE	TIME
Advertisement with Onvia DemandStar	4/23/19	
Pre-Proposal Conference	5/8/19	11:00 AM (EST)
Questions Due	5/10/19	3:00 PM (EST)
Answers Posted on DemandStar	5/14/19	5:00 PM (EST)
Proposals Due	5/28/19	2:00 PM (EST)
Evaluation Committee Meeting*	6/11/19	10:00 AM (EST)
Evaluation Committee Meeting*	6/19/19	10:00 AM (EST)
**City Council Short List Approval	7/8/19	6:30 PM (EST)
**City Council Contract Approval	8/26/19	6:30 PM (EST)

* Evaluation Committee will meet in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

**City Council Meetings are held at 6:30 PM in the Council Chambers, at City Hall, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. Please check City's website at cityofpsl.com to confirm time.

6.0 PROPOSAL QUESTIONS

All questions related to the RFQu must be directed to June Raymond, Division Director in the Procurement Management Department. All communication should be in writing to the RFQu Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFQu number. Questions may be emailed to jraymond@cityofpsl.com.

6.1 Questions Due Date

May 10, 2019 no later than 3:00 PM (EST)

Late questions will not be accepted or answered.

6.2 Answers Posted

May 14, 2019 @ 5:00PM (EST)

7.0 ADMINISTRATIVE INFORMATION

Incorporation of Proposal into the contract: The contents of this proposal and the selected Proposer's response and any negotiated changes are to be incorporated, in its entirety, into the Contract.

7.1 Facilitator: The main point of contact for this RFQu shall be:

June Raymond
 Procurement Agent I
 Procurement Management Department
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, FL 34984-5099
 772-344-4055 / FAX 772-871-7337
 E-mail: jraymond@cityofpsl.com

The main point of contact shall hereinafter be referred to as the RFQu Facilitator.

7.2 Communications Regarding the RFQu:

7.2.1 Communications Paragraph / Restrictive

During the proposal process, firms shall not contact City staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the City offices with City employees, including elected

officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through June Raymond, RFQu Facilitator, for this procurement.

7.2.2 Upon release of this RFQu, all proposer communications concerning this procurement must be directed to the RFQu Facilitator.

7.2.3 All communication should be in writing to the RFQu Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFQu number and should be submitted no later than **May 10, 2019 no later than 3:00 PM (EST)**.

7.2.4 The City shall respond in writing to written communications. Such response shall constitute an addendum to the RFQu. Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

7.3 **Proposal Preparation Costs:**

The City of Port St. Lucie shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

7.4 **Proposal Withdrawal:**

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the City RFQu Facilitator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO (if applicable) process will not be considered.

7.5 **Proposal Amendment:**

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing.

7.6 **Ambiguity, Conflict or Errors in RFQu:**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer.

If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQu, he shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFQu will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFQu without divulging the source of the request.

If a firm fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFQu known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The City may also modify the RFQu prior to the date and time fixed for submission of proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

7.7 Proposal Acceptance Period:

Each proposal shall be valid for a period of one hundred twenty (120) days after the RFQu submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred twenty (120) days may be extended upon agreement of the parties.

7.8 Right to Rejection:

7.8.1 The City of Port St. Lucie reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQu entirely if determined to be in the best interest of the City. Any firm who is currently involved, either directly or indirectly with any litigation against or involving the City, which, as determined by the City Council majority vote, may not be in the best interest of the City may be disqualified and/or not considered for an award

7.8.2 Any proposal received which does not meet the requirements of this RFQu may be considered non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQu and all applicable federal, state and local laws and regulations. The City of Port St. Lucie may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQu.

7.8.3 The City of Port St. Lucie reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of City. Where the City waives minor technicalities in proposal, such waiver does not modify the RFQu requirements or excuse the proposer from full compliance with the RFQu. Notwithstanding any minor technicalities, the City may hold any proposer to strict compliance with the RFQu.

7.9 Implied Requirements:

Products and services not specifically mentioned in this RFQu, but which are necessary to provide the service described by this RFQu, shall be included in the proposal. It is intended that this RFQu describe the requirements and response format in sufficient detail to secure comparable proposals.

7.10 Proposal of Additional Services:

If a proposer indicates an offer of services in addition to those required by and described in this RFQu, these additional services may be added to the original contract at the sole discretion of the City of Port St. Lucie.

8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

A. Qualification Information. The submitted response to the RFQu must contain detailed and concise qualifications of the firm and personnel. Proposal firms should include the number of top level / top tier staff members that will be assigned to this project. Testing agencies shall have a minimum of five continuous years of providing testing services for construction projects in the State of Florida. The testing agency shall have sufficient personnel having necessary education, training, technical knowledge, certifications as appropriate and experience for their assigned functions. The inspection and testing services of the testing agency for this project shall be under the direction of a person charged with engineering managerial responsibility. The person shall be a licensed and registered professional engineer in the state of Florida and a full-time employee of the agency. Laboratory supervisors shall have a minimum of five years' experience on relevant construction materials. Field supervisors and technicians shall have a minimum of five years inspection experience for the type of materials testing to be supervised. Certification by qualified national and state authorities for the materials to be tested is required. All team members experience must be clearly represented in the documentation provided. The response to the RFQu must include information as described below and as addressed in criteria.

- B. Organization. Such materials should be organized in the following format:
1. Cover letter including name, address, phone number, date of submission, name and number of this solicitation. (Not to exceed one (1) page.)
 2. Table of contents.
 3. RFQu Reply Sheet.
 4. Executive summary. This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project.
 5. Form 330.
 6. Firm's current contracts (roadway widening, bridge, drainage improvements) for like projects.
 7. Management Plan.
 8. Work Plan(s).
 9. Proposed Schedule.
 10. Prior litigation, arbitration, and professional claims, including those involving the City.
 11. Financial Stability.
 12. Firm's Location and documentation.
 13. Minority Certification (if applicable).
 14. References for similar projects within the last five (5) years. **Please note: Do not use the City of Port St. Lucie as a business reference for current or past projects.**
- C. Management Plan. This section shall describe the Firm's detailed plans for accomplishing the objectives of the projects. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project. A submission of sample tables and graphs that are reflective of the survey work typically performed by the consultant should be included in the proposal.
- D. Current Contracts. This section should show obligations that could pose a potential conflict of interest and any current City contracts in effect.
- E. Firm's Location. This section should include a statement that shows the consultant's knowledge of local circumstances; the customer base in the area, along with market knowledge of the City's services, customers and taxpayers.
- F. Firm's Work Plans. This section should include, but is not limited to, all reports derived from the study to achieve the deliverables as outlined in the scope of work for a successful customer / market analysis. Proposers should provide a response to each task outlined in the SCOPE OF SERVICES.
- G. Prior Litigation, Arbitration, and Claims, Including with City. This section should list all professional related litigation, arbitration or claims involving your Firm and sub-contractors, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie, St. Lucie County.
- H. Other Material. Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.
- I. Proposed Schedule. This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule.

J. Fee Schedule. If requested in the RFQu Reply, the fees proposed (in U.S. dollars) will be used for proposal evaluation, and all pricing included in the proposal shall be in effect throughout the contract period. The Company requires that vendors' responses to this RFQu shall remain in effect for a period of (120) one-hundred-twenty days, allowing the closing date of the RFQu, in order to allow adequate time for evaluation, approval, and award of contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the Company, along with proposed alternatives. The Company may accept or reject such proposed alternatives without further notification or explanation.

K. Financial Stability. Financial strength and competence, responsibility of the firm or entity, ensuring the stability of future operations.

Financial Disclosure:

- Financial Statements: Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided.
- Provide evidence of insurability and Bonding Capacity

Disclosure of Litigation:

- List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years
- Within the last five years, whether the proposer has defaulted on a contract to provide Employee Medical Clinics and any litigation regarding such contracts; cancellation of, or failure to be renewed, for alleged fault of the part of your company. Provide specific information regarding the aforementioned.
- Any suspension or debarment by any government entity; any prior conviction for bribery theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, any prior violation of City or County ethical standards.

L. Woman/Veteran/Minority Owned Business- Certification is a procedure by the State of Florida to ensure that businesses claiming to be woman-, veteran- or minority-owned and controlled meet the legal qualifications. The State applies uniform criteria and procedures by which participating entities and organizations can qualify businesses to participate in procurement or contracting programs as certified minority business enterprises in accordance with the certification criteria established by law. Eligibility criteria are in Chapter 287.0943 and 295.187, Florida Statutes (https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

M. Value-added services. This term is used for non-core services, or, all services beyond the identified scope.

9.0 EVALUATION AND AWARD

The Evaluation Committee will consider many evaluation factors (of which the financial stability of the firm is only one factor) and will receive proposals from all responsible applicants. All proposals received by the specified deadline will be reviewed and evaluated consistently with the City's Selection Policy. Before the final evaluation and ranking of Proposal Firms is complete, the City may choose to interview Proposal Firms found to be among the most qualified, or short-listed. The firms will be ranked based on final evaluation and a recommendation will be submitted to the City Council for permission to begin negotiations with the Firm that received the highest evaluation score.

Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal. The evaluation will be based upon the following elements of the proposals:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
<p>A. Qualifications of the firm, entity, or individual; experience, certification, licensure. Testing agencies shall have a minimum of ten continuous years of providing testing services for construction projects in the State of Florida. The testing agency shall have sufficient personnel having necessary education, training, technical knowledge, certifications as appropriate and experience for their assigned functions. The inspection and testing services of the testing agency for this project shall be under the direction of a person charged with engineering managerial responsibility. The person shall be a licensed and registered professional engineer in the state of Florida and a full-time employee of the agency. Laboratory supervisors shall have a minimum of five years' experience on relevant construction materials. Field supervisors and technicians shall have a minimum of five years inspection experience for the type of materials testing to be supervised. Certification by qualified national and state authorities for the materials to be tested is required. Number of top level / top tier staff assigned to the City's project. (Form 330)</p>	40
<p>B. Approach to delivering project. (Current Contracts, Management Plan, Work Plan(s) and Proposed Schedule, Answers provided by firm during presentations/Q&A)</p>	30
<p>C. Five (5) References for similar projects from governmental agencies / public entities performed within the last five (5) years. This pertains to the level of experience with municipalities of similar size, structure and complexity. (Reference Check Form)</p>	10
<p>D. Financial Stability- Financial strength and competence, responsibility of the firm or entity, ensuring the stability of operations.</p> <ul style="list-style-type: none"> • Financial Disclosure Statement • Evidence of Insurability • Disclosure of Litigation • Financial Statements for last two (2) years 	10
<p>E. Firm's Location. (Code of Ordinances Sec. 35.12. - Local preference in purchasing or contracting)</p>	5
<p>F. Minority/Veteran owned business certification by Florida Department of Management Services. Your business must meet the following eligibility requirements:</p> <ul style="list-style-type: none"> • Be legally registered to do business in Florida as a for-profit organization (registration through the Department of State). • Be based in Florida. • Be owned and managed by a resident(s) of Florida. • Be 51 percent owned and managed by a woman, veteran or minority who is a U.S. citizen or permanent resident alien. • Be engaged in commercial transactions (currently doing business). • Be registered in MyFloridaMarketPlace. • Have a net worth of less than \$5 million. • Have 200 or fewer full-time permanent employees. • Have a professional license, if required by the industry, in the name of the woman, veteran or minority business owner. 	5

*Note: points for this criterion will only be awarded to the prime firm holding an active Woman, Veteran, Minority, Florida Certified Business Enterprise (CBE) certification.	
Maximum Points	100

The Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION COMMITTEE COMPOSITION

The RFQu Evaluation Committee will be comprised of three (3) committee seats as recommended by Administration, the requesting Department and Procurement Management Department as follows:

1. Public Works Department (1)
2. Utilities Systems Department (1)
3. Building Department (1)

Note: All financial statements and cost will be reviewed by the City's Chief Financial Officer (CFO) or designee for full transparency, continuity and accuracy of financial / cost evaluation of all proposers.

Proposal Evaluation Process:

- 9.1 The evaluation process is designed to award the procurement to the overall highest rated firm.

Step One: Proposals will be evaluated by an Evaluation Committee. For clarification purposes, additional information may be obtained from some or all of the responding firms. The committee will evaluate all proposals against the criteria as outlined. Scores will be applied as indicated for each section of the criteria. The highest ranked firm(s) will be considered for advancement to the second step of the RFQu process.

Step Two: Upon direction and consensus of the Evaluation Committee, the highest ranked or shortlisted firm(s) as identified in Step One, will be recommended to the City Council for approval and authorization to negotiate.

Step Three: Once an acceptable agreement has been reached between the requesting department and the approved firm(s), the negotiated contract(s) will be recommended to the City Council for award and authorization to execute the contract as negotiated.

Note: The City at its discretion reserves the right to contract with the top-ranking proposer(s) as it meets the needs of the taxpayers and fulfills the requirements as outlined in this Request for Proposal.

- 9.2 The RFQu Facilitator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the criteria listed above.
- 9.3 All proposals shall be reviewed by the RFQu Facilitator to determine compliance with basic proposal requirements as specified in this RFQu.
- 9.4 The City of Port St. Lucie reserves the right, at its sole discretion, to request clarifications or conduct discussions for clarification with any or all Proposer's. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFQu Facilitator. Proposers are prohibited from contacting the Evaluation Committee members directly.

9.5 Contract Award Process:

- 9.5.1** The RFQu Facilitator shall forward results from the proposal evaluation process and award recommendation to the City Council for their approval.
- 9.5.2** The City reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 9.5.3** The apparent highest ranked offeror shall be prepared to enter into a contract with the City of Port St. Lucie and other departments as deemed necessary. During the contract negotiation phase, the City will make a good faith effort to negotiate the best contract possible. In the event the City and the apparent highest ranked offeror cannot reach an agreement; the City may formally end negotiations by written notification to the offeror. At the City's discretion, the City can then choose to enter into negotiations with the next apparent highest ranked offeror and attempt to negotiate a contract with that offeror. The process will continue until the City has successfully negotiated a contract or rejected all proposals for award.
- 9.5.4** Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable City ordinance, Purchasing Policy, State laws and regulations.

10.0 General Requirements

10.1 Request for Proposal - All requirements contained in the Request for Proposal are hereby incorporated in the specifications and the subsequent contract.

1. The consultant shall provide Professional Geotechnical Services for the Westport Waste Water Treatment Plant, Phase II Expansion.
2. The consultant shall be responsible for submitting completed documents for review and approval by the City.
3. The consultant shall attend all scheduled "Project Meetings", and City of Port St. Lucie City Council Meetings and/or other designated public meetings through all phases of this project until contract completion.

10.2 Examination of Drawings and Contract Documents - Proposers shall thoroughly examine these specifications and all documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Proposer(s).

10.3 RFQu Price - Proposers must agree to furnish all item(s) that are awarded to them because of their response to this specification at the price(s) indicated in negotiations. Proposers shall guarantee that said price(s) shall be firm, not subject to escalation, for the one hundred twenty (120) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Proposer's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

10.4 Best and Final Offer- The City reserves the right to negotiate with all Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible Proposers that submitted proposals. At the date and time established by the City the "best and final offer" will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

10.5 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all required licenses and certifications required to perform this project with the bid reply. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Proposal Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested*, performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposer's organization must be furnished within seven (7) days.

10.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Proposer to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Proposer is not the most qualified to perform the obligation of the Contract. The City may require a Proposer to furnish additional statements of qualifications.

10.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Proposer receives notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

10.7 Variances to Specifications - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

10.8 Execution of Contract - The Proposer will be required to execute a Standard City Contract within ten (10) calendar days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Proposer shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the RFQu. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Purchasing Agent and a purchase order or a Visa order form has been issued.

10.8.1 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the Contract as required may be justification for the annulment of the award.

10.9 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of any right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Proposal Reply Sheet.

The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Proposal Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if

requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in RFQu price.

If the apparent successful Proposer(s) declines to make any such substitution, City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the RFQu security of any Proposer(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

- 10.10 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- 10.11 Cooperative Purchasing Agreement** - This Proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Provider may agree to allow other public agencies the same items at the same terms and conditions as this Proposal, during the period of time that this Proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposer.
- 10.12 Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 10.13 Permits** – The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.
- 10.14 Material Safety Data Sheets** - The Proposer shall provide MSDS and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.
- 10.15 Familiarity with Laws** - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

- 10.16 Personal Protective Equipment (PPE)** - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, and any other PPE as necessary for the work.
- 10.17 W-9 Taxpayer Identification Form** - The selected Proposer shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.
- 10.18 Withdrawal of RFQs** - A Proposer may withdraw his/her bid without prejudice no later than the day and hour set in the E-RFQ by removing all documents from DemandStar.
- 10.19 Intent to Perform** - The selected Proposer must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Proposers intent to comply with the specifications.

11.0 Additional Information

11.1 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms prior to the start of the meeting.

12.0 RULING ORDER OF DOCUMENTS

This RFQ and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the RFQ not specifically addressed in an exception statement in the proposal and accepted in the contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the RFQ; the RFQ shall be the ruling document over the Proposal response for all requirements in the RFQ not specifically addressed in an exception statement in the proposal. Statement and requirements in the RFQ shall rule over the Proposal document.

In the event of a conflict between provisions of the Contract and the RFQ or Response to the RFQ, the Contract shall control. In the event of a conflict between the Response to the RFQ and the RFQ, the Response to the RFQ shall control. In the event of a conflict between the Contract and any of its attachments or exhibits thereto, the Contract shall control.

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(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)**CITY OF PORT SAINT LUCIE****CONTRACT #20190062**

This PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL SERVICES, executed this _____ day of _____, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of *vendor, address*, hereinafter called "Consultant" or "Provider", party of the second part.

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Consultant is a licensed Florida Corporation doing business in Florida; and

WHEREAS, the City wishes to contract for Geotechnical Services for Westport WWTP Phase II Expansion as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Consultant is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Work specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Firm/Consultant: TBD

City Contract Administrator: Procurement Management Department
June Raymond
Division Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4055 / FAX 772-871-7337
E-mail: jraymond@cityofpsl.com

City Project Manager: Utility Systems Department
Attn: Richard Schoenborn, P.E.
City of Port St. Lucie
900 S.W. Ogden Ln.
Port St. Lucie, FL. 34983
Telephone: 772-873-6485
Email: RSchoenborn@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK

Westport Expansion Phase II areas for testing and services to be provided include testing for site preparation, concrete, grout and mortar, and asphalt pavement as follows:

V. Site Preparation and Grading/Backfilling:

- Provide qualified personnel for performing field density and moisture content tests on a part- time basis for all structures and pavement natural ground and fill areas.
- Perform compaction tests on utility backfill in all utility trenches in both structures and pavement areas.
- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship.
- Perform Sieve Analysis and Organic Content testing to determine soil suitability.
- Observe proof rolling operations as outlined in the Project Specifications.

VI. Normal Weight & Lightweight Concrete Sampling and Testing:

- ACI certified technician to sample and test plastic concrete and mold compressive strength cylinders for structural concrete on a part-time basis. Testing of the plastic concrete will include measurement of its slump, air content, temperature, and unit weight.
- Perform laboratory compressive strength tests on cured concrete cylinders as outlined in the Project Specifications.

VII. CMU, Grout & Mortar Sampling and Testing:

- ACI certified technician to sample and test grout & mortar and mold compressive strength prisms/cubes on a part-time basis.
- Perform laboratory compressive strength tests on cured grout & mortar prisms/cubes as outlined in the Project Specifications.

VIII. Asphalt/Pavement:

- Observe proof-rolling operations of the pavement subgrade prior to aggregate base placement and make recommendations for undercutting and/or stabilization, if required.
- Observe proof-rolling and perform compaction tests on aggregate base material.
- Perform laboratory compaction tests of base materials to determine their moisture content versus dry density relationships.
- Measure thickness of base materials for compliance with project requirements.
- Core samples of the in-place bituminous concrete pavement can be obtained to verify proper thickness and density of the pavement materials.

An opinion of the tests and hours for the Part 2 work is as follows:

ESTIMATED TESTS/HOURS	Quantity	Units
Maximum Density Determination (Standard & Modified Methods)	8	Each
Limerock Bearing Ratio (LBR) Tests	6	Each
Sieve Analysis Tests	8	Each
Organic Content Tests	8	Each
Compressive Strength of Concrete and Grout	110	Set
Asphalt Core Mobilization	2	Each

Asphalt Coring Technicians	48	Hours
Asphalt Core (Thickness/Density)	20	Each
Engineering Technician (Concrete and Grout Sampling)	121	Hours
Engineering Technician (In-place Nuclear Density Tests)	150	Hours
Project Engineer (P.E.) (Project Management & Report Review)	165	Hours
Clerical (Report Preparation)	165	Hours

Total fees for the project will be determined by the actual amount of technical time spent and the amount of field and laboratory tests performed.

Testing Documentation: Preliminary written field reports of all tests and inspection results shall be given to the City immediately after they are performed. A copy of all reports shall be forwarded to the City and agents of the City within 24 hours in hard copy and electronic format. Results of all tests taken, including failing tests, shall be reported by the testing firm. Reports shall be prepared by the testing agency under the supervision of and bear the seal and signature of a professional engineer currently licensed in the state of Florida. The testing agency and its representative are not authorized to revoke, alter, relax, enlarge or release any requirement of the specifications, nor to approve or accept any portion of the work for this project. Furthermore, the testing firm for any material furnished or work performed by the contractor failing to conform to the Phase II specification requirements shall be immediately brought to the attention of the City and agents of the City.

SECTION IV TIME OF PERFORMANCE

The initial Contract period shall commence upon approval of Council on _____ and is valid for two (2) year period. The work shall begin with a Notice to Proceed on the date specified by the Project Manager.

SECTION V RENEWAL OPTION

The Contract period will be for a five (1) year period with an option to renew for one (1) additional five (1) year period as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Consultant to provide the identical services required under this Contract as outlined in the Scope of Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals must be offered in writing at least one hundred eighty (180) days' prior to the termination of this Contract period.

NOTE: Consultant may exercise the option to renew by submitting a written submission one hundred eighty (180) days' prior to the termination of the contract period.

SECTION VI COMPENSATION

The total amount to be paid by the City to the Consultant is on lump-sum basis per task per the schedule of items and services, in the total amount of \$_____. Payments will be disbursed in the following manner:

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or VISA number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number and partial or final release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including

appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X SOVERIEGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI INSURANCE

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver

of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its

officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190062 Professional Geotechnical Service for Westport Wastewater Treatment Plant Phase II Expansion shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or Sub-Consultant's comply with the same insurance requirements referenced above.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XII ACTS OF GOD

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

SECTION XV
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVI
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Consultant(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Permits - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Material Safety Data Sheets - The Proposer shall provide MSDS and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection

Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, and any other PPE as necessary for the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

SECTION XVII **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVIII **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

SECTION XIX **LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXI
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the RFQu is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQu and the Contract to be executed for this RFQu, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQu purporting to require confidentiality of any portion of the Proposer's response to the RFQu, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQu constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQu AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQu OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____
Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2019.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in Geotechnical Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as #20190062, Geotechnical Services for Westport WWTP Phase II Expansion.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
President

The foregoing instrument was acknowledged before me by _____ who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this ___the day of _____, 2019.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

Reply Sheet
RFQu #20190062
Geotechnical Services for Westport WWTP Phase II Expansion

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

Is the firm incorporated? Yes--No If yes, in what state? Provide a list of officers for this entity.

2. PROPOSAL RESPONSE- Please attach responses to the following:

- 2.1. Please provide an Executive Summary.
 - 2.2. Please complete and attach Form 330 part I and II.
 - 2.3. Provide a listing of firm's current contracts.
 - 2.4. What is your proposed Management Plan for this project?
 - 2.5. Explain the overall approach to the project.
 - 2.6. What is your proposed Work Plan for this project?
 - 2.7. Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?
 - 2.8. Does the firm recommend any optional value-added services to this project?
 - 2.9. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
 - 2.10. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).
 - 2.11. List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).
 - 2.12. List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).
 - 2.13. Please provide firm's financial disclosure documents as described in section 8 of this document.
 - 2.14. Is your firm claiming, "Local Preference"? If so, please provide documentation as described in section 8 of this document.
 - 2.15. Does your firm hold a Minority Business Certification as described in section 8 of this document? If so, please attach.
 - 2.16. Using the reference form below please provide five (5) references for projects within the last five (5) years similar in scope to the services described in this RFQu.
- 3. VENDOR'S LIST -** If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. RFQu Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.
- 4. INSURANCE CERTIFICATES LICENSE -** Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Proposers are required to submit all licenses and certifications required to perform this project.
- 5. COMPLETION OF FORM -** An authorized representative of the firm offering this RFQu must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold proposals and bid guarantees for a period not to exceed one hundred twenty (120) calendar days after the date of

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Proposer Instructions: Fill out top portion only.
(Please print or type)

RFQu Number: 20190062	
Title: Geotechnical Services for Westport WWTP Phase II Expansion	
Proposer/Respondent: _____	
Reference: _____	Fax #: _____
Email: _____	Telephone #: _____
Person to contact: _____	

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below and email within two (2) days to jraymond@cityofpsl.com. It is the Bidder's responsibility to ensure that contacts are willing to provide a complete reference.

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

What is the size of your agency and what services does your agency provide?

Was the lease completed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Consultant again? Yes No Maybe

Comments:

Thank you.

[Note: All references must be submitted with the RFQu Proposal by the submittal deadline.]

STATE OF FLORIDA
E-VERIFY

CITY OF PORT ST. LUCIE, FLORIDA
Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

DRUG-FREE WORKPLACE FORM
Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

CONTRACTOR CODE OF ETHICS

Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062

The City of Port St Lucie ("City), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each Contractor who seeks to do business with the City to subscribe to this Contractor Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Contractors intending to bid on the same contract or similar City contract for limiting competition. A Contractor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Contractor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Contractor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Contractor contracted by the City.
- ◆ Contractors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractors must require their suppliers (including temporary labor agencies) to do the same. Contractors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or Contractor contract, the law, regulatory provision(s) and/or Contractor contract shall prevail.

CONTRACTOR VERIFICATION FORM

**CITY OF PORT ST. LUCIE, FLORIDA
Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062**

THE FOLLOWING IS TO BE COMPLETED BY PRIME PROPOSER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NON-COLLUSION AFFIDAVIT
Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Proposer that _____ (Title)
(Name of Company)

has submitted the attached bid/PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such RFQu/PROPOSAL;

3. Such RFQu/Proposal is genuine and is not a collusive or sham RFQu;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham RFQu in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission No. _____

CHECKLIST**Geotechnical Services for Westport WWTP Phase II Expansion RFQu #20190062**

This checklist is provided to assist Proposers in the preparation of their response to the RFQu. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to be fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

_____ Uploaded documents by the due date and time onto DemandStar in one (1) .pdf file in order as instructed in section 8.0 of this RFQu. Materials should be organized in the following format:

1. Cover letter.
2. Table of contents.
3. RFQu Reply Sheet. **Acknowledge all Addenda on the RFQu Reply Sheet and sign the RFQu Reply Sheet where indicated.**
4. Executive summary.
5. Form 330.
6. Firm's current contracts.
7. Management Plan.
8. Work Plan(s).
9. Proposed Schedule.
10. Prior litigation, arbitration, and professional claims, including those involving the City.
11. Financial Stability.
12. Firm's Location and documentation.
13. Minority Certification (if applicable).
14. References.

_____ All questions on the RFQu Reply Sheet are complete and thoroughly answered.

_____ Add the following documents: W9, current Certificate of Insurance, E-verify, Drug Free Workplace form, Code of Ethics, Verification Form, Non-collusion Affidavit and RFQu checklist, Additional documents should be submitted in the order of the question in the RFQu Reply Sheet.

_____ Firm has reviewed the Contract and accept all City Terms and Conditions contained in the RFQu and on the City's website.

_____ After review of uploaded documents on DemandStar by Onvia web site selected the Submit button at bottom of page.

Parent Sheet Set: 5524 - Westport WWTF Expansion\Drawings\FinalDesign - Part 2 Figures\FIGURE 4.dwg
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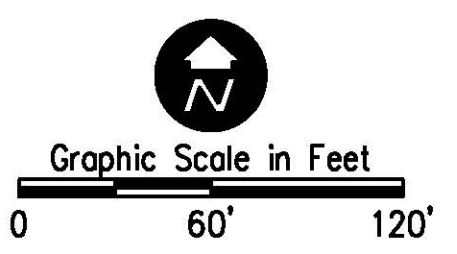
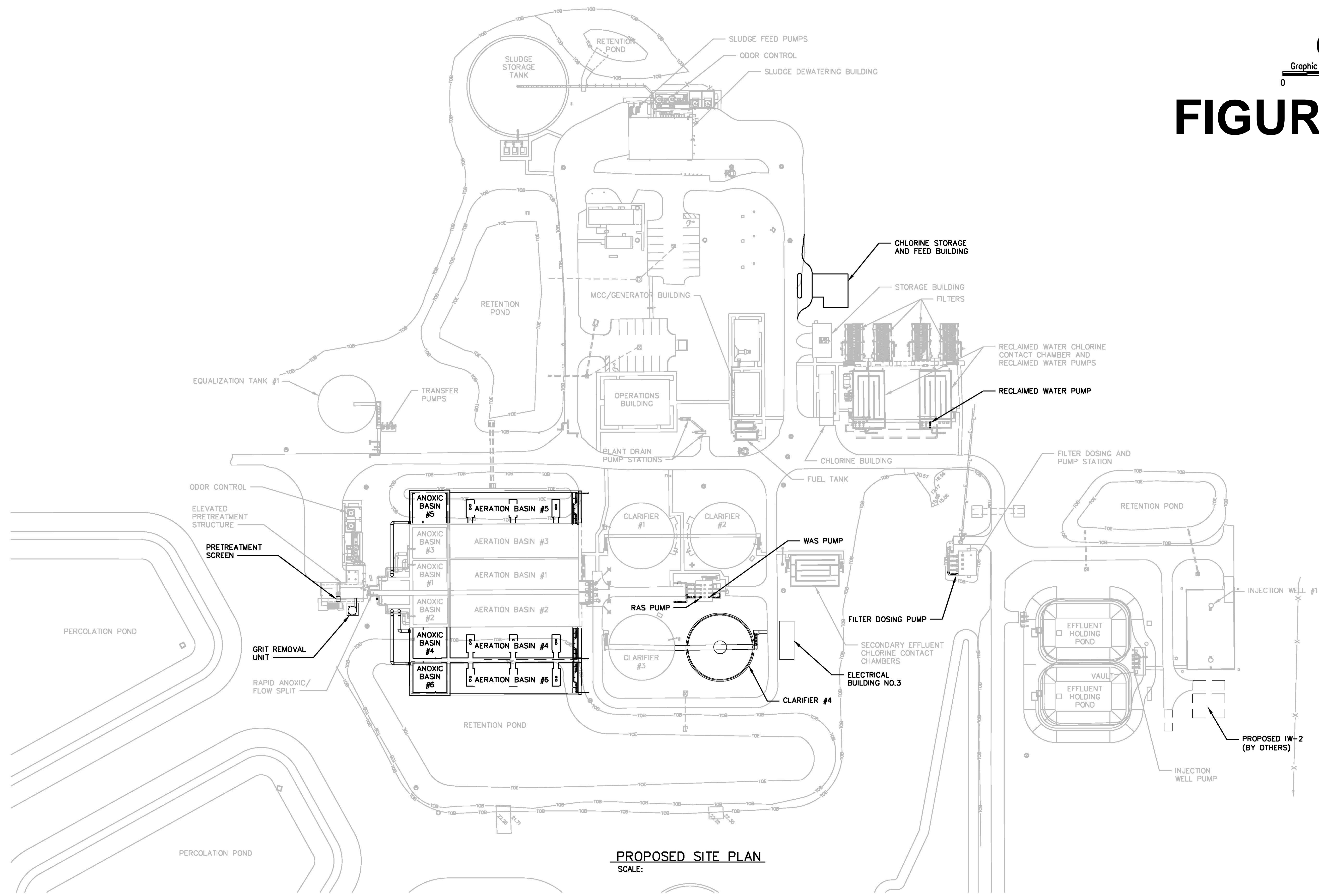
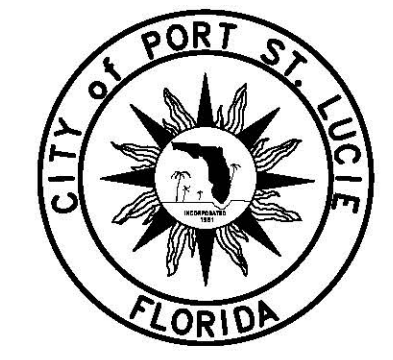


FIGURE 1



PROPOSED SITE PLAN
SCALE:



REV	DATE	DESCRIPTION	BY
A	12/2018	REPORT FIGURES	AJM

Designed	MKW
Drawn	AJM
Checked	SWH
Reviewed	GWD
Approved	MKW

CITY OF PORT ST. LUCIE
 WESTPORT WWTF PART 2 - FACILITY EXPANSION
 CIVIL
PROPOSED SITE PLAN

PROJECT NO.:	5524
SCALE:	NOTED
REVISION:	A
DRAWING NO.:	FIGURE 4
SHEET NO.:	04 OF 06

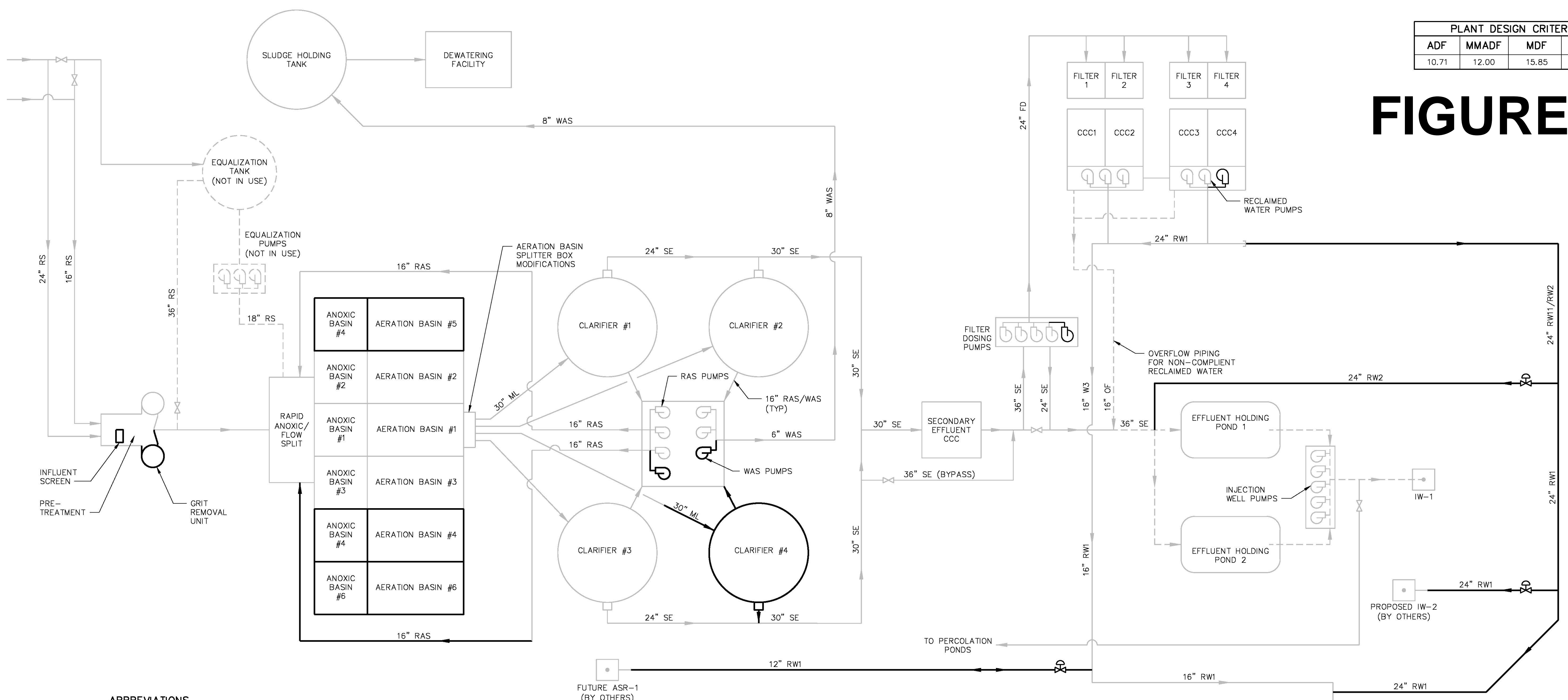


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PLANT DESIGN CRITERIA			
ADF	MMADF	MDF	PHF
10.71	12.00	15.85	21.42

FIGURE 2



ABBREVIATIONS

BYP	BYPASS	IW	INJECTION WELL
CCC	CHLORINE CONTACT CHAMBER	ML	MIXED LIQUOR
CEN	CENTRATE	OF	OVERFLOW
CGP	CHLORINE GAS PRESSURE	PA	PLANT AIR
CGV	CHLORINE GAS VACUUM	PD	PLANT DRAIN
CS	CHLORINE SOLUTION	PDR	PLANT DRAIN RETURN
D	SANITARY DRAIN	RS	RAW SEWAGE
DR	PROCESS DRAIN	RW1	RECLAIMED WATER (HIGH LEVEL DISINFECTION)
DS	DIGESTED SLUDGE	RW2	NON-COMPLIANT RECLAIMED WATER
DSP	DIGESTER SUPERNATANT	SAM	SAMPLE
EFF	EFFLUENT	SAN	SANITARY SEWER
FBW	FILTER BACKWASH WATER	SE	SECONDARY EFFLUENT
FE	FILTERED EFFLUENT	SSM	SCUM
FM	FORCE MAIN	UD	UNDERDRAIN
FO	FILTER OVERFLOW	UF	UNDERFLOW
FWAT	FINISHED WATER	VENT	VENT PIPE
GSEW	GRAVITY SEWER	WAS	WASTE ACTIVATED SLUDGE
		W1	POTABLE WATER

NOTE:
 ONLY KEY VALVES FOR ALTERNATE FLOW DIRECTION ARE SHOWN.
 FLOW ARROWS INDICATE FLOW DIRECTION DURING NORMAL OPERATION.



REV	DATE	DESCRIPTION	BY
A	12/2018	REPORT FIGURES	AJM

Designed	MKW
Drawn	AJM
Checked	SWH
Reviewed	GWD
Approved	MKW

CITY OF PORT ST. LUCIE
 WESTPORT WWTF PART 2 - FACILITY EXPANSION
 GENERAL
PROPOSED PROCESS FLOW DIAGRAM

PROJECT NO.:	5524
SCALE:	NOTED
REVISION:	A
DRAWING NO.:	FIGURE 5
SHEET NO.:	05 OF 06



REISS ENGINEERING, INC.
 1016 SPRING VILLAS PT.
 WINTER SPRINGS, FL 32708
 (407) 679-5358
 CERTIFICATE OF AUTH. 8181



ADDENDUM # 1

May 14, 2019

RFQu # 20190062 Professional Geotechnical Service for Westport Wastewater Treatment Plant Phase II Expansion

Instructions to Proposers

Each proposer must acknowledge receipt of any addenda on the RFQu Questionnaire to have his/her proposal accepted as responsive.

Note: All other language, instructions, and associated due dates remain the same as originally represented and posted. **The date and time of the RFQu due date/opening has "not" changed.**

Questions and Answers

1. Has there been a geotechnical investigation made for this project, and if so, can the report be made available for our review?

Answer: Yes, for the most recent geotechnical investigation, that was made for the Westport Expansion Part 1 design work see exhibit 1 attached to this addendum.

2. The Reference Check Form instructs the reference individual to complete the form and return it directly to the City of Port St. Lucie. However, a note at the bottom of the form states that "All references must be submitted with the RFQu Proposal by the submittal deadline." Are we required to include copies of the forms with our submitted proposal?

Answer: No, the reference must email the reference form to jraymond@cityofpsl.com before RFQu due date and time.

**REPORT OF GEOTECHNICAL
ENGINEERING SERVICES**

For:

**WESTPORT
WASTEWATER TREATMENT
PLANT EXPANSION
PHASE I
3725 SW DARWIN BLVD
PORT SAINT LUCIE, FLORIDA**

Prepared for:

**MR. C. ROBERT REISS
REISS ENGINEERING INC.
1016 SPRING VILLAS PT.
WINTER SPRINGS, FL**

Prepared by:

**PROFESSIONAL SERVICE
INDUSTRIES, INC.
2000 AVENUE P, SUITE 16
RIVIERA BEACH, FLORIDA,
33404**

PSI PROJECT NO. 0772-831

September 14, 2018



September 14, 2018

Reiss Engineering Inc.
1016 Spring Villas Pt.
Winter Springs, FL 32708

Attention: Mr. C. Robert Reiss, PhD, PE

Re: Report of Geotechnical Engineering Services
Westport Waste Water Treatment Plant Expansion Phase I
500 Orange Ave Circle
Port Saint Lucie, Florida I PSI Project No.: 0772-831

Dear Mr. Reiss:

Professional Service Industries, Inc. (PSI), an Intertek Company, has completed a geotechnical engineering study in connection with the referenced project. Our services were provided in general accordance with PSI Proposal No. 0772-225176, dated November 19, 2017. This report provides an overview of the services completed by us in connection with the study and recommendations for use in site preparation, foundation and pavement design.

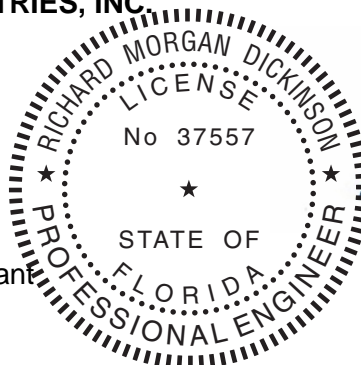
We trust this report is adequate for your current needs; however, should you have any questions, or should additional information be required, please do not hesitate to contact our office at (561) 844-2404.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Certificate of Authorization No. 3684

Morgan Dickinson, P.E.
Regional Engineer/Principal Consultant
FL License No. 37557



A handwritten signature in blue ink, appearing to read "Jonathan Klevan".

Jonathan Klevan, E.I.
Branch Manager



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APPENDIX

Figure 1: Site Vicinity Map

Figure 2: Boring Location Plan

 Boring Logs

1.0 PROJECT INFORMATION

1.1 GENERAL

The first phase of the proposed project consists of the design and construction of a splitter box structure at the end of the aeration basin at the Westport Waste Water Treatment plant 3725 SW Darwin Blvd in Port Saint Lucie, Florida.

The scope of services for this project included the completion of a subsurface investigation, laboratory testing program and geotechnical engineering analysis. This report summarizes the results of the work performed and provides recommendations regarding foundation design, soil strength conditions and general site preparation criteria.

1.2 SITE DESCRIPTION

The proposed project site is located at the Westport Waste Water Treatment Plant in Port Saint Lucie, Florida. More specifically, the project is to be built in an area located between the aeration basins and the storage tanks. The site is generally flat and covered with grass. A site vicinity map identifying the project location with respect to existing streets and features is presented as **Figure 1 of Appendix A**. The requested boring locations were accessible to our truck mounted drill rig.

1.3 PROPOSED CONSTRUCTION

We understand the proposed structure will be a one (1)-story structure with a concrete slab-on-grade construction about 15 feet high. Walls will be reinforced concrete. At the time of the preparation of this report, structural loading information was not available. On this basis, we have assumed that maximum column and wall loads will not exceed 100 kips and 3 kips per lineal foot, respectively. Similarly, site grading information was not available. On this basis, we have assumed that site grades will not change by more than 2 feet.

If any of the noted information is incorrect or has changed, please notify PSI so that we may amend the recommendations presented in this report, if appropriate.

2.0 FIELD EXPLORATION AND SUBSURFACE CONDITIONS

2.1 STANDARD PENETRATION TEST (SPT) BORINGS

To evaluate the subsurface conditions at the proposed project site, we drilled and sampled a total of two (2) Standard Penetration Test (SPT) borings to depths of approximately 25 feet below grade within the proposed building area. The approximate locations at which the SPT borings were drilled are shown on **Figure 2** of the **Appendix**.

After seating the sample spoon six inches, the number of successive blows required to drive the sampler twelve inches into the soil constitutes the test result commonly referred to as the "N" value. The "N" value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive materials. The SPT borings were performed using a CME-55 truck mounted drill rig, which was equipped with an automatic hammer. The recovered split spoon samples were visually classified in the field and transported to the laboratory for further review. Following completion of our field services, the boreholes were backfilled with excavated soil, and the site generally cleaned.

2.2 SUBSURFACE CONDITIONS

Our interpretation of the subsurface conditions is based upon the SPT borings drilled at the approximate locations shown on **Figure 2** of the **Appendix**. The following discussion is general; for more specific information, please refer to the boring logs in the **Appendix**. It should be noted that the stratification lines shown on the boring logs indicate approximate transitions between soil types based on visual observation of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer. In situ stratification changes could occur gradually or at different depths. Included with the logs are the N-values and groundwater levels measured at the time the borings were drilled. Please note that all SPT boring depths discussed below refer to depths below site grades at the time of our field exploration (August 2018).

Both SPT borings were drilled in areas covered with grass and about 6-inches of topsoil. Beneath the topsoil, medium dense fine-grained sands were encountered, extending to the depths drilled. The sand had variable clay and silt content, ranging from clean to clayey.

2.3 GROUNDWATER CONDITIONS

The groundwater table was observed in the SPT borings at depths ranging from approximately 7.5 to 7.6 feet below existing grade at the time of drilling (August 2018). It should be noted that groundwater levels fluctuate seasonally in response to rainfall and the infiltration rate of the soil. Therefore, at a time of year different from the time of drilling, there is a possibility of a change in the recorded levels.

We estimate that during the peak of the wet hydroperiod with rainfall and recharge at a maximum,

groundwater levels at the site could be one to two feet higher than those reported herein. We recommend that the contractor determine the actual groundwater levels at the time of construction to assess groundwater impact on the construction procedure.

Please refer to the individual boring logs presented in the **Appendix** for details on the groundwater conditions observed at the specific exploration locations.

3.0 LABORATORY TESTING

The soil samples recovered from the borings were visually reviewed in the laboratory by a geotechnical engineer to confirm the field classifications. The samples were classified using the Unified Soil Classification System (USCS) in general accordance with the American Society of Testing and Materials (ASTM) test designation D2487. The soil classification was based on visual observations.

4.0 FOUNDATION RECOMMENDATIONS

4.1 SHALLOW FOUNDATIONS

After completion of site preparation procedures as noted in **Section 5.0** of this report, the proposed structure can be supported on shallow foundations that are designed using a maximum net allowable bearing pressure of 2,500 pounds per square foot (psf) bearing on compacted structural fill or on the compacted in-situ sands.

The bottom of the footings should be at least 12 inches below the finished exterior grade in accordance with the Florida Building Code (FBC). We further recommend that the footings supporting isolated columns have a minimum width of 36 inches and that continuous footings have a minimum width of at least 18 inches, even if those dimensions produce a bearing pressure less than the allowable. The purpose of limiting the minimum footing size is to prevent a "punching" shear failure and to reduce the possibility of bearing on an isolated weak zone.

Foundations subject to transient lateral loads will resist these forces through a combination of base shearing resistance mobilized at the footing-subgrade interface and earth pressure acting on the vertical faces of the footings at right angles to the direction of applied load. Base shearing resistance may be determined using a friction factor of 0.5.

Passive earth pressure resistance should be computed using an equivalent fluid pressure of 180 pounds per square foot per foot of depth, for granular backfill material. Resistance to sliding determined in accordance with the noted parameters should be considered ultimate resistance. Accordingly, the design for sliding resistance should include a factor of safety. We recommend that a factor of safety of at least 1.5 be used.

To calculate the resistance of a footing to uplift forces, a prismatic failure block with vertical faces should be assumed above the footing base. The resisting forces will be provided by the combination of footing weight, overburden soil weight in the failure block, and shearing resistance along the faces of the soil block. The weight of the soil above the water table should be taken as 110 pounds per cubic foot (pcf). For submerged soil, a buoyant weight of 48 pcf should be used. The factor of safety against uplift should not be less than 1.5.

The amount of settlement of a structure founded on granular soils is primarily governed by the elastic compressibility of the material, the size and depth of its foundations, and the pressure imposed on the supporting materials by the foundations. Based on the field test data obtained, our experience with similar structures and empirical relationships for bearing capacity and settlement, we have estimated that the maximum total settlement of the foundations will be less than one inch. Differential settlement, between adjacent foundations, should be approximately one-half of the total settlement movement.

The or compacted in-situ sands and structural fill material that will provide support to the

foundations have very low compressibility characteristics and any settlement due to pressure applied by the foundations is likely to occur almost immediately upon application of the loads. In this case, nearly all of the settlement of the structure foundations due to dead loads is expected to take place during construction. The portion of the settlement due to the live load of the building will generally take place soon after the first application of this load. Our settlement estimates are contingent upon subgrade preparation being carried out as recommended herein.

Total and differential settlements of the noted magnitudes are usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlements should be confirmed by the structural engineer/architect. Additionally, our settlement estimates are based on the foundation loads being on the order of magnitude noted earlier in **Section 1.0** of this report.

4.2 GROUND FLOOR SLAB

We recommend that the procedures described in **Section 5.0** of this report be used to prepare the floor slab subgrade. Ground floor slabs can bear directly on top of compacted structural fill material. A modulus of subgrade reaction value of 150 pounds per cubic inch (pci) may be used for design. To avoid potential moisture problems, we recommend that floor slab subgrade soils be covered with a vapor barrier (such as visqueen, normally 6 mil thick) prior to constructing the slab-on-grade floors. The floor slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of the slabs and foundation system so that a small amount of independent movement can occur without causing structural damage. An ultimate friction factor of 0.21 should be used for the vapor barrier-soil interface with an appropriate factor of safety.

5.0 SITE PREPARATION

5.1 GENERAL

Based on the results of our field exploration, we anticipate site preparation procedures to include the steps listed below. All work should be carried out in accordance with current regulatory criteria. The earthwork and testing required herein should be performed under the supervision of PSI personnel.

1. Site preparation for the proposed development should include the removal of the vegetation, topsoil and other organic matter. All unwanted ground cover or other unsuitable materials should be completely removed from the site and properly disposed of.
2. The location of any existing conflicting underground utility lines within the construction area should be established. Provisions should be made to relocate any interfering utility lines within the construction area. Abandoned utilities should be removed or grouted to reduce the possibility of subsurface erosion that could result in future settlement.
3. The cleared exposed subgrade should be densified as specified in **Section 5.2**. Densification of the soils should be performed within the proposed development areas plus a 5-foot wide perimeter extending beyond the outside edges, where practical. Densification operations should continue until the subgrade soils are firm and unyielding.
4. Any fill required to raise grades should conform to the recommendations in **Section 5.3** of the report.
5. It is mandated by federal regulations that all excavations, whether they be utility trenches, footings/pile caps excavations, be constructed in accordance with the OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

5.2 IN-SITU DENSIFICATION

Following initial site preparation and clearing activities, in-situ densification of the subgrade soils should be performed in the proposed development areas plus a five-foot-wide perimeter extending beyond the outside edges of the construction areas, where practical. Densification should be accomplished with a self-propelled vibratory roller which imparts a dynamic force of not less than 40,000 pounds. To minimize the effects of compaction induced vibrations on adjacent existing structures, the compaction operations should be limited to a distance not closer than 25 feet from existing structures (subject to field adjustment as necessary).

The maximum drum roller weight to be used between 5 to 25 feet from existing structures should be limited to 4 tons. For distances of less than 5 feet, a walk behind vibratory sled or roller should be used. Compaction of the bearing surface using this equipment should continue until no further vertical settlement of that surface is visually discernible. Any area of the exposed surface that deflects excessively under the weight of the compaction equipment should be excavated approximately 24 inches and replaced with compacted structural fill.

Density control should be exercised in the upper 12 inches of the compacted subgrade. Soils in this interval should be compacted to at least 95 percent of the Modified Proctor maximum dry density determined per ASTM D-1557. Frequent wetting of the subgrade may be necessary during the rolling operations to prevent drying and loosening of the upper 6 to 12 inches of soil.

5.3 STRUCTURAL FILL AND BACKFILL

Structural fill should be free of organic matter and consist of granular material containing less than 12 percent passing by dry weight the U.S. Standard No. 200 mesh sieve. The fill material may be composed of either clean sands and/or limerock. The fill material should have no particle size in excess of three inches and have a Unified Soil Classification System (USCS) designation of GP, GW, GP-GM, GW-GM, SP, SW, SP-SM or SW-SM.

Structural fill should be placed in level lifts not exceeding 12 inches in loose thickness. Each lift should be compacted to at least 95 percent of the Modified Proctor maximum dry density near the optimum moisture content as determined by ASTM D-1557. Fill to be compacted with a vibratory plate tamper or a small walk behind vibratory roller should be placed in lifts not exceeding six inches in loose thickness.

In place density tests should be performed by a qualified soils technician working under the supervision of a geotechnical engineer in accordance with appropriate ASTM procedures. Any fill indicating less than the recommended relative compaction should be recompacted until the required density is obtained prior to the placement of subsequent fill lifts or pouring concrete for substructures.

Structural fill or backfill placed below the water table and to a height of one foot above it should consist of a combination of FDOT No. 57 Stone and structural fill material mixed in an approximate 50% proportion by volume. Density testing will not be required within this layer; however, the subgrade preparation work should be observed by a representative from our office to confirm that the material is in a stable and unyielding condition.

The use of a commercially available fill material by the name "Cyclone Sand" should not be permitted for the project. Cyclone sand contains large amounts of fines and is therefore very sensitive to moisture. The moisture sensitivity of the material makes it difficult to compact and achieve the desired densities.

5.4 GROUNDWATER CONTROL

Groundwater control may be required for construction excavations at this site for either excavation dewatering or removal of temporarily perched water from a rain event, such water can be controlled by pumping from sumps located in ditches or pits. Groundwater should be maintained at the following levels:

1. At least one foot below the bottom of any excavation made during construction operations and
2. At least two feet below the surface of any vibratory compaction operations.

Dewatering with well points might be used for deeper excavations or when required to facilitate construction. Dewatering systems should be designed and operated so as not to impact adjacent construction. Additionally, the discharge from dewatering systems should be handled in accordance with current regulatory criteria as related to the same. The dewatering systems shall be evaluated and designed by a specialty dewatering contractor.

5.5 FOUNDATION CONSTRUCTION FOR SHALLOW FOOTINGS

1. Soils exposed at the bottom of the footing excavations should be compacted to at least 95 percent of the Modified Proctor maximum dry density just before pouring concrete. If the footing bearing materials become disturbed due to surface water resulting from precipitation and runoff, the disturbed soils should be over excavated and replaced with compacted limerock which is densified to at least 95 percent of the materials Modified Proctor maximum dry density as determined by ASTM designation D-1557.
2. If groundwater impacts the replacement filling procedures at the footing locations, then we recommend that the fill material used both below the water table and to a height of one foot above it consist of a combination of FDOT No. 57 Stone and structural fill material mixed in an approximate 50% proportion by weight. Density testing will not be required within this layer; however, the subgrade preparation work should be observed by a representative from our office to confirm that it is in a stable and unyielding condition.
3. If the footings rest on the natural limestone formation, in lieu of compaction, the bottom of excavation should be observed by a geotechnical engineer from this office to verify the integrity of the limestone.
4. All open foundation excavations should be observed and approved by a licensed geotechnical engineer or his representative prior to pouring concrete.

5.6 LATERAL EARTH PRESSURES

The following soil parameters are provided for use in designing below grade walls subject to lateral earth pressures. The parameters are based on the understanding that retained soils will be similar in composition to the on-site soils encountered during this exploration. We envision the soils will be

compacted backfill as discussed in Section

The "at-rest" condition assumes no wall rotation and would be applicable for loading dock walls. The "passive" earth pressure condition should be used to evaluate the resistance of soil to lateral loads. Table 2 presents recommended values of earth pressure coefficients based on our experience with soils in the area. Equivalent fluid densities are frequently used for the calculation of lateral earth pressures and are therefore provided in Table 4.

Table 4: Earth Pressure Parameters

Soil Type	Density/Consistency	Frictional Angle (degrees)	Total Unit Weight (pcf)	Submerged Unit Weight (pcf)	Lateral Earth Pressure Coefficients		
					Active, Ka	Passive, Kp	At Rest, Ko
Sand	Dense/Compacted	34	115	53	0.28	3.54	0.44

The following assumptions were made:

- The equivalent fluid densities in Table 2 do not include the effects of surcharge loading.
- The wall must "move" horizontally to mobilize passive resistance.
- Horizontal backfill is compacted to 95% of standard Proctor maximum dry density.
- Heavy equipment and other concentrated load components are not included.
- No hydrostatic pressure acting on wall.
- No safety factor is included.
- Passive pressure in the frost zone should be ignored.

Backfill placed against structures should consist of granular soils. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively. To calculate the resistance to sliding, an ultimate coefficient of friction value of 0.3 should be used where the footing bears on soil.

To intercept infiltrating surface water behind the wall, we recommend a perimeter drain be installed at the foundation level and/or weep holes be placed at regular intervals along the wall. The drain line invert should be below the finished subgrade elevation for the interior floor. The drain line should be sloped to provide positive gravity drainage and should be surrounded by free-draining granular material graded to prevent the intrusion of fines, or an alternative free-draining granular material encapsulated with suitable filter fabric. A minimum 2-foot wide section of free-draining granular fill should be used for backfill above the drain line and adjacent to the wall and should extend to within 2 feet of final grade. The granular backfill should be capped with compacted cohesive fill to minimize infiltration of surface water into the drain system.

6.0 PAVEMENT SECTION RECOMMENDATIONS

We recommend that the procedures described in **Section 5.1** of this report be used to prepare the pavement subgrade. Flexible pavement sections in this geographic area typically consist of an asphaltic concrete wearing course, a limerock base course and a stabilized subgrade (sub-base). Based on the expected traffic loading and our experience in the area, the typical pavement section thicknesses noted in **Table A** should be acceptable. We also note that due to the thickness and consistency of the deeper Peat layer, additional maintenance may be expected over the life cycle of the pavement section.

TABLE A: TYPICAL PAVEMENT SECTION SUGGESTIONS

Type of Pavement	Layer	Material Description	Layer Thickness (inches)	
			Light Duty	Medium Duty
Flexible	(A)	Florida DOT Asphalt Type S	1.5	2.5
	(B)	Crushed limerock with minimum LBR of 100, compacted to 98% of the Modified Proctor maximum dry density	6.0	8.0
	(SB)	Stabilized sub-grade (sub-base) fill with a minimum LBR of 40 compacted to 95% of the Modified Proctor maximum dry density	12.0	12.0
Rigid	(C)	Florida DOT Portland Cement Concrete	5.0	6.0
	(SB)	Stabilized sub-base compacted to 95% of the Modified Proctor maximum dry density	12.0	12.0
(A) = Asphaltic Concrete, (B) = Base Course, (SB) = Stabilized Sub-grade (Sub-base) (C) = Concrete				

The base course materials in the pavements should consist of crushed limerock having a minimum Limerock Bearing Ratio (LBR) of 100. Base materials should meet the requirements presented in the latest revisions of the Florida Department of Transportation "Specifications for Road and Bridge Construction", Section 911 (limestone). The base course should be compacted to at least 98 percent of the material's maximum dry density (ASTM D-1557). The subgrade should be stabilized to a depth of 12 inches to achieve a minimum LBR of 40. This can be obtained by blending base material (limerock) with the existing subgrade soils. The required mixing ratio should be determined by laboratory testing. The stabilized subgrade should be compacted to at least 95 percent of the maximum dry density (ASTM D-1557). The LBR requirement for the subgrade soils is only required for the "flexible" pavement section.

Where dumpsters are to be parked on the pavement, so that considerable load is transferred from relatively small steel supports, it is recommended that rigid concrete pavement be constructed. In addition, the area utilized for unloading the dumpsters by heavy duty-trucks should also be provided with a rigid pavement. A minimum Portland cement concrete pavement thickness of 5 inches should be used in parking areas (light duty) and 6 inches in loading areas (medium duty), if rigid pavements

are to be employed. The subgrade soils below concrete pavements should be compacted to a minimum density of 95% of the modified Proctor maximum dry density (ASTM D-1557). Fill that may be required to raise grades in pavement areas should be compacted to at least 95 percent of the material's maximum dry density (ASTM D-1557).

Actual pavement section thicknesses and the reinforcement details for the rigid pavement section should be provided by the Design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The noted sections represent minimum thicknesses for typical local construction practices and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

7.0 REPORT LIMITATIONS

Our professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. This company is not responsible for the conclusions, opinions or recommendations made by others based on this data. No other warranties are implied or expressed. After the plans and specifications are complete, it is recommended that PSI be provided the opportunity to review the final design and specifications, in order to verify that the earthwork and foundation recommendations are properly interpreted and implemented. At that time, it may be necessary to submit supplemental recommendations.

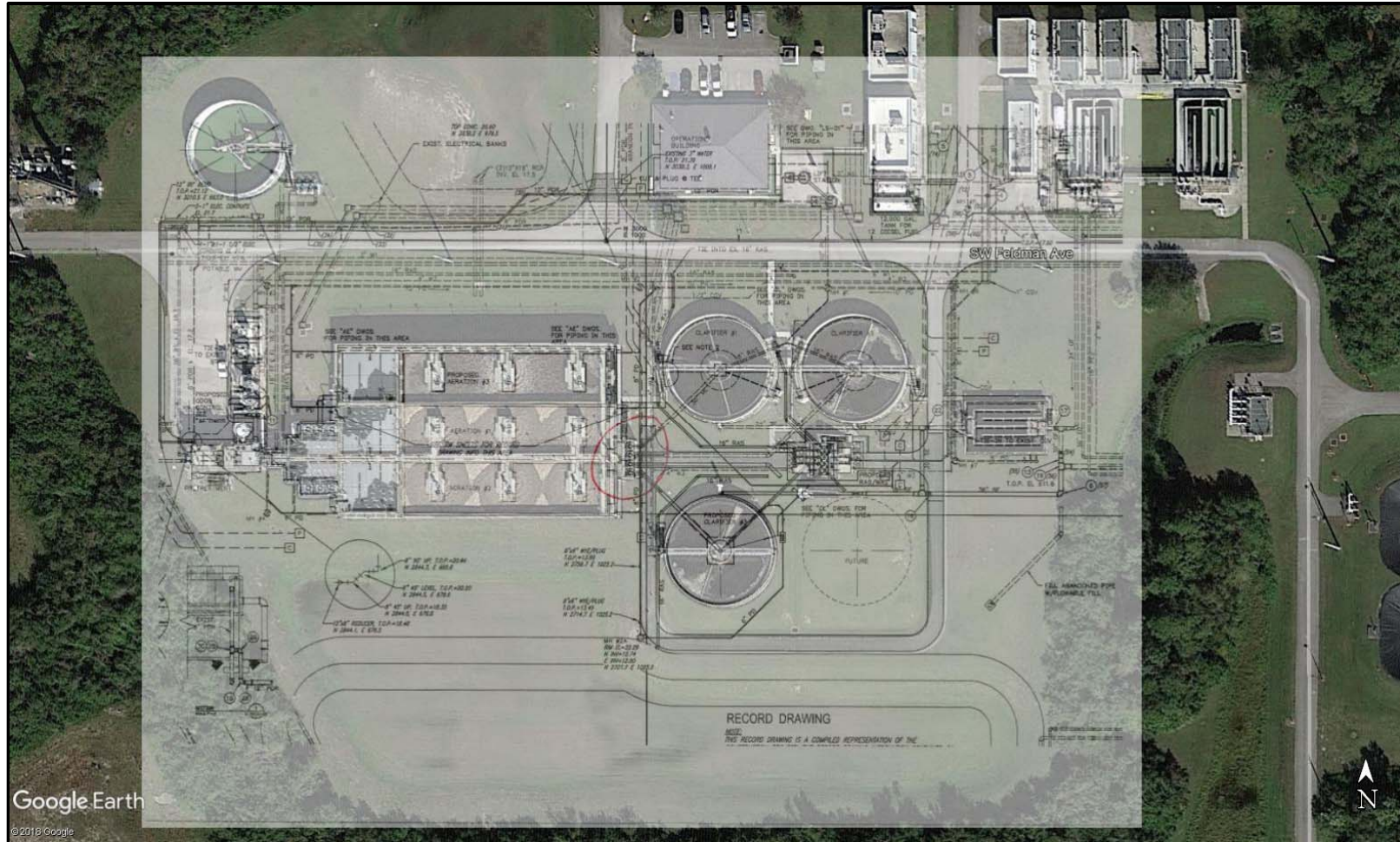
The scope of investigation was intended to evaluate soil conditions within the influence of the proposed foundations and pavements. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed development.

The scope of our services did not include an environmental assessment for the presence or absence of hazardous or toxic materials in the soil and groundwater. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

This report has been prepared for the exclusive use of Reiss Engineering Inc. and their design consultants, for the specific application to the design and construction of the proposed Westport Wastewater Treatment Plant Expansion at 3721 SW Darwin Boulevard in Port St. Lucie, Florida.

APPENDIX

BORING LOCATION PLAN



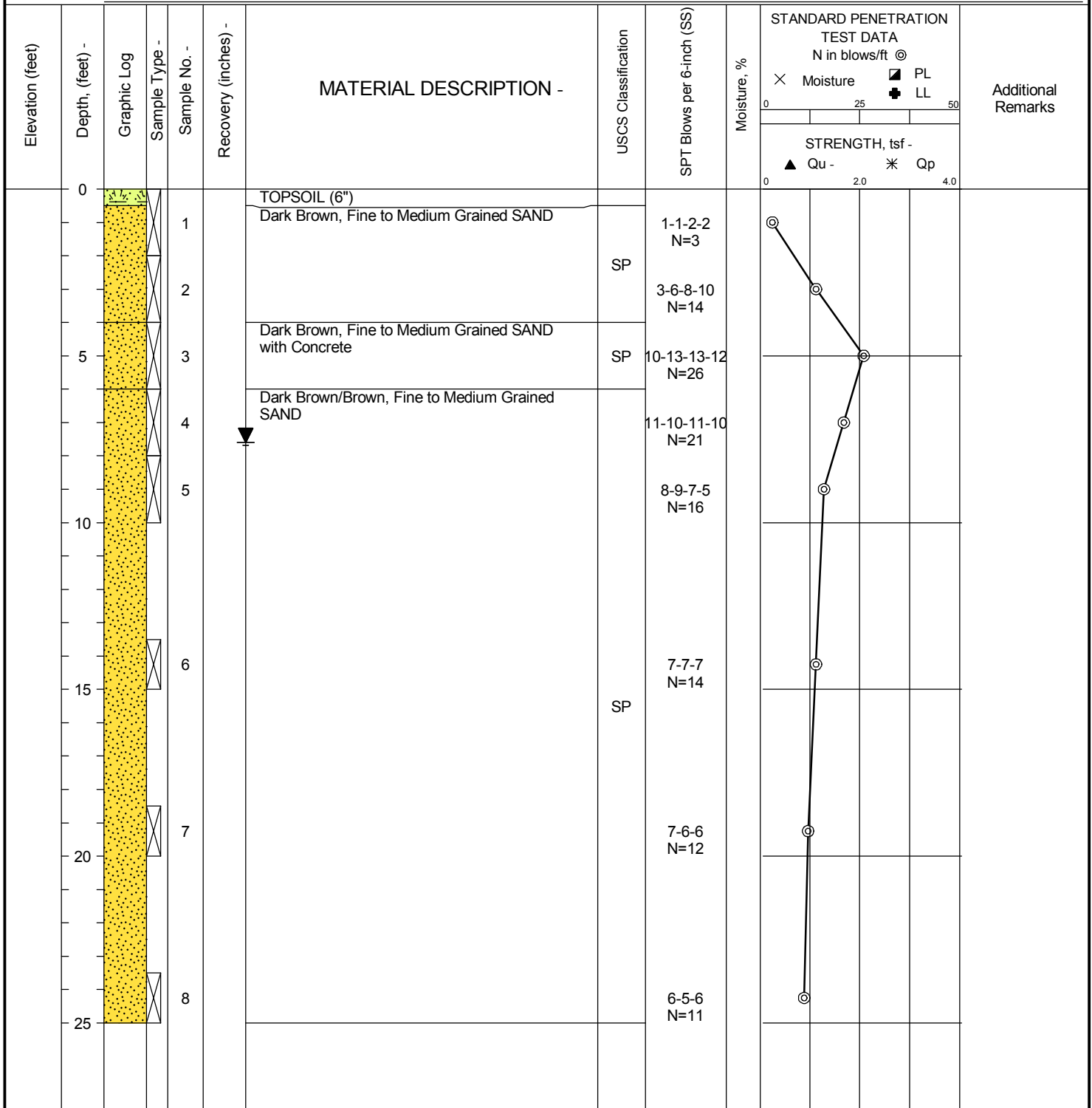
Approximate SPT Boring Location

FIGURE No.:	2
DRAWN BY:	AS
CHECKED BY:	MD

**GEOTECHNICAL ENGINEERING SERVICES
WESTPORT WWTF EXPANSION
3721 SW DARWIN BLVD
PORT ST LUCIE, FLORIDA
DATE: 9/13/2018**



DATE STARTED: 8/14/18	DRILL COMPANY: PSI, Inc.	BORING B-1
DATE COMPLETED: 8/14/18	DRILLER: _____ LOGGED BY: L.R.	
COMPLETION DEPTH: 25.0 ft	DRILL RIG: CME-55	Water ▽ While Drilling 7.6 feet
BENCHMARK: N/A	DRILLING METHOD: Rotary Drilling	▼ Upon Completion 7.6 feet
ELEVATION: N/A	SAMPLING METHOD: SS	▽ Delay N/A
LATITUDE: _____	HAMMER TYPE: Automatic	BORING LOCATION: - Refer to Figure 2 -
LONGITUDE: _____	EFFICIENCY: N/A	
STATION: N/A OFFSET: N/A	REVIEWED BY: M.D. -	
REMARKS: -		



Professional Service Industries, Inc.
7950 N.W. 64th Street
Miami, FL 33166
Telephone: (305) 471-7725

PROJECT NO.: 0772-831
PROJECT: Westport WWTF Expansion
LOCATION: 3725 SW Darwin Blvd
Port Saint Lucie, FL

DATE STARTED: 8/14/18	DRILL COMPANY: PSI, Inc.	BORING B-2
DATE COMPLETED: 8/14/18	DRILLER: _____ LOGGED BY: L.R.	
COMPLETION DEPTH: 25.0 ft	DRILL RIG: CME-55	Water ▽ While Drilling 7.5 feet
BENCHMARK: N/A	DRILLING METHOD: Rotary Drilling	▼ Upon Completion 7.5 feet
ELEVATION: N/A	SAMPLING METHOD: SS	▽ Delay N/A
LATITUDE: _____	HAMMER TYPE: Automatic	BORING LOCATION: - Refer to Figure 2 -
LONGITUDE: _____	EFFICIENCY: N/A	
STATION: N/A OFFSET: N/A	REVIEWED BY: M.D. -	
REMARKS: -		

Elevation (feet)	Depth, (feet) -	Graphic Log	Sample Type -	Sample No. -	Recovery (inches) -	MATERIAL DESCRIPTION -	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA N in blows/ft © X Moisture □ PL + LL	Moisture, %	STRENGTH, tsf - ▲ Qu - * Qp	Additional Remarks
0		TOPSOIL (6")				Dark Brown/Brown, Fine to Medium Grained SAND						
				1			2-2-3-2 N=5		○			
				2			4-4-6-7 N=10		○			
5				3			9-10-11-11 N=21		○			
				4	▼		10-9-9-9 N=18		○			
10				5			9-8-6-6 N=14		○			
				6			8-7-6 N=13	SP	○			
15				7			6-5-5 N=10		○			
20				8			5-6-7 N=13		○			
25									○			



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Notice # 1
June 13, 2019

**RFQu # 20190062 Professional Geotechnical Service for
 Westport Wastewater Treatment Plant Phase II Expansion**

Instructions to Proposers

Based on shortlisting presentations/Q&A has been rescheduled for **Wednesday, June 19, 2019** for the following firms at the following times:

10:10 AM EST	Andersen Andre Consulting Engineers, Inc.
10:35 AM EST	Ardaman & Associates, Inc.
11:00 AM EST	GFA International, Inc.

The format will be a 15-minute time period to allow committee members to ask clarifying questions based on the firm's written responses already supplied by the firms from the Q & A questionnaire.

The City is asking that firms bring the proposed project manager and a maximum of three team members to this meeting. Thank you.

Evaluation Committee will meet in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. Thank you.

Note: All other language, instructions, and associated due dates remain the same as originally represented and posted.

NOTICE TO ALL PROPOSERS:

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "**cone of silence**" is in effect for this solicitation from the date the RFQu is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Ms. June Raymond, for the procurement of these services.*

All questions regarding this RFQu or Solicitation are to be submitted in writing to June Raymond, Procurement Agent with the Procurement Management Department via e-mail jraymond@cityofpsl.com, or by phone 772-344-4055. Please reference the RFQu/Solicitation number on all correspondence to the City.