



City of Port St. Lucie

20250065

**OWNER'S REPRESENTATIVE FOR DESIGN-BUILD PROJECT FOR NEW  
WATER TREATMENT PLANT AND RELATED IMPROVEMENTS**

RELEASE DATE: February 11, 2025

RESPONSE DEADLINE: March 11, 2025, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

## Table Of Contents

1. Introduction
2. Scope of Work
3. Instructions to Proposers
4. General Insurance
5. Certifications and Permits
6. Evaluation, Selection, and Award
7. Evaluation Criteria
8. Contract Terms and Conditions
9. List of RFP Documents
10. Vendor Submission Requirements and Attestations

Attachments:

A - 20250065-05 Sample Contract

B - RANGELINE-BOOSTER-SITE-EXAMPLE

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Request for Proposals (“RFP”) is being issued to establish a Contract with a qualified Proposer who will provide Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements to the City of Port St. Lucie (hereinafter, “City”) as further described in this RFP. This RFP has been developed to solicit responses from consulting firms (or teams of firms) proven to be qualified and experienced in architecture, professional engineering, landscape architecture, or registered surveying and mapping.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

### 1.2. Overview of the RFP Process

The objective of the RFP is to select one (1) or more qualified Proposer (as defined by Section 1 – “Purpose of Procurement”) to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from Proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers’ responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any Contract exceptions, the preliminary results of the RFP process will be posted to the electronic bidding system.

**NOTE TO PROPOSERS:** The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to the “Selection and Award” section of this RFP for information concerning the City’s actual award strategy (single, multiple, split awards, etc).

### 1.3. Schedule of Events

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

<b>Release of RFP:</b>	February 11, 2025
<b>Question Submission Deadline:</b>	February 17, 2025, 5:00pm
<b>Question Response Deadline:</b>	February 24, 2025, 5:00pm
<b>Response Submission Deadline:</b>	<p>March 11, 2025, 3:00pm</p> <p>Microsoft Teams</p> <p>Join the meeting now:</p> <p><a href="https://teams.microsoft.com/l/meetup-p/join/19%3ameeting_NmUwYWE5MTAtNWU4Zi00MGEwLWiwZmQtODk4YWY5MDcyZTky%40thread.v2/0?context=%7b%22Tid%22%3a%229ed2954f-fcf8-4d28-8b45-17e239146c85%22%2c%22Oid%22%3a%225720e31a-937c-4f19-a2d7-60ee60715e13%22%7d">https://teams.microsoft.com/l/meetup-p/join/19%3ameeting_NmUwYWE5MTAtNWU4Zi00MGEwLWiwZmQtODk4YWY5MDcyZTky%40thread.v2/0?context=%7b%22Tid%22%3a%229ed2954f-fcf8-4d28-8b45-17e239146c85%22%2c%22Oid%22%3a%225720e31a-937c-4f19-a2d7-60ee60715e13%22%7d</a></p>

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

#### **1.4. Official Issuing Officer (Procuring Agent)**

Keith Stewart, Senior Procurement Contracting Officer

kstewart@cityofpsl.com

#### **1.5. Definition of Terms**

Please review the following terms:

- Proposer(s) – companies desiring to do business with the City (Also called “Bidder,” “Consultant,” or “Offeror.”)
- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this RFP.
- Immaterial Deviation – does not give the Proposer a substantial advantage over other Proposers.

-Material Deviation – gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

-Procurement Management Division (“PMD”)- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

-Responsible – means the Proposers, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

-Responsive – means the Proposer whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

-Sourcing Platform – OpenGov

Any special terms or words which are not identified in the City’s RFP Document may be identified separately in one or more attachments to the RFP.

## **1.6. Contract Term**

The Initial term of the Contract(s) is for three (3) years from the execution date, with one (1) two-year renewal option.

In the event that the Contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Consultant(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

### **1.6.1 Hours of Service**

The standard hours of work allowed in the City’s rights-of-way are from 7:00 a.m. to sundown, Monday through Friday. Any work performed by the Consultant outside of the aforementioned time limit requires special authorization by the City and requires that the Consultant obtain a noise permit from the Port St. Lucie Police Department (PSLPD). All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinances. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Consultant. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Consultant obtain a noise permit from the PSLPD. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

## **2. Scope of Work**

### **2.1. Scope of Work**

The City of Port St. Lucie (“City”) will utilize a progressive design-build project delivery method for the construction of a new water treatment plant. The purpose of this document is to solicit proposals of a Licensed Engineer and/or Professional Teams interested in providing Owner's Representative Professional Services during the progressive design-build of the new water treatment plant for the City.

The selected Proposer shall exercise independent professional judgment in performing obligations and responsibilities under the Contract so long as decisions affecting the project has received the City’s Principal Engineer and/or Project Manager written permission to do so. The authority of the Consultant’s lead person, such as the Senior Project Engineer, and the Consultant’s Project Administrator shall be for the purposes of obtaining, reporting, and executing instructions and directives from the City’s Project Manager or their superiors.

Services provided by the Consultant shall comply with the City’s standard procedures and memorandums in effect as of the date of execution of the Contract unless otherwise directed in writing by the City.

A general outline of work required is provided in this RFQ. It is not intended to be all-inclusive, as a detailed scope of work will be developed during negotiations with the selected team. The City reserves the right, at its sole discretion, to expand or limit the work based on funding availability or shifting priorities of the City.

### **2.2. Requirements of the Consultant**

On an as needed basis, the Consultant shall:

1. Assist in defining design-build project objectives and priorities; assist in determining the goals, challenges and constraints of the Project;
2. Assist in managing Owner expectations; developing the procurement plan, schedule and procedures;
3. Assist with the development of solicitation documents for design-build; competition process meetings, inquiries and addenda; establishing qualifications selection criteria and methodology and support determination of shortlisting of the most highly qualified submissions;
4. Provide on-site inspection of the construction activities. Report and advise the Owner of the observations and potential conflicts or issues;
5. Review and approve payments and construction related submittals;

6. Review project progress;
7. Verify quantity calculations and field measurements for payments;
8. Provide photographic documentation for pre-construction state and construction progress through the use of digital cameras and drones;
9. Participate in progress meetings;
10. Serve as a project advisor to the Owner;
11. Oversee the Construction contract process with monitoring and administration, including the services of a full-time resident project representative along with required inspections (CEI);
12. Assistance with the Close-Out of the Project;
13. Assist the Owner with Warranty books and punch list items;
14. The Owners' Representative shall be responsible for any grant management.
15. Provide advice and expertise in any of the areas related to the design and construction of the new water treatment plant (not-all inclusive):
  1. Construction practices
  2. Geotechnical Engineering
  3. Electrical Engineering
  4. Structural Engineering
  5. Instrumentation and controls
  6. Mechanical Engineering
  7. Water Treatment Design and Operations

### **2.3. Post-Construction Claims Review**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, Consultant shall analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Contract Amendment to this Agreement.

### **3. Instructions to Proposers**

This section contains general business requirements, including the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Proposers may have available; rather, the Proposers shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Proposer's response.

By submitting a response to the RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

#### **3.1. General Information and Instructions**

##### **3.1.1 Familiarity with Laws and Regulations**

It is the responsibility of responding Proposers 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 Awarded Contractor will in no way relieve it from Contract responsibility.

##### **3.1.2 Restrictions on Communicating with Staff/ Cone of Silence**

From the issue date of this RFP until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFP is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFP, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, [Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFP Communication Document.

##### **3.1.3 Submitting Questions**

All questions concerning this RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFP project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

### **3.1.4 Attending Bidders'/Offerors' Conference**

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety for Proposer to be considered eligible for award. The Proposer is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility**

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

### **3.1.6 Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFP.

### **3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP**. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the RFP requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

**NOTE: The City reserves the right to reject the Bid of any Proposer who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. 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. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.**

### **3.1.8 The City's Right to Amend and/or Cancel the RFP**

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in the "Public Award Announcement" section of this document. **Finally, the City reserves the right to amend or cancel this RFP at any time.**

### **3.1.9 Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid 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 Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, the 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 Bid 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 the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Proposer under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

### **3.1.10 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original Contract at the sole discretion of the City.

### **3.1.11 Protest Process**

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this RFP, the Proposer certifies that it is on notice of

Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

### **3.1.12 Costs for Preparing Responses**

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

### **3.1.13 Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, 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 NOT to submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

### **3.1.14 Proposer General Information**

Each Proposer must complete all the requested information in the **Proposer's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

### **3.1.15 Mandatory Requirements**

This RFP contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Proposer in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this RFP document.
2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Proposal.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Proposer does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Proposer's response, except as otherwise provided in Section titled - "Evaluation, Selection and Award," of this RFP. Please note some requirements may require the Proposer to provide product sheets or other technical materials.

It is strongly encouraged that all Proposers review all documents that are electronically attached to this RFP. Reviewing the documentation ensures that Proposers understand the full scope of the City's request.

### **3.1.16 Additional Information**

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Proposer as part of the technical proposal, the Proposer should upload these additional materials as directed by the City.

## **3.2. Submittal Instructions**

### **Submittal Instructions to Electronic Bidding System**

Listed below are key action items related to this RFP. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the RFP provides high-level instructions regarding the process for reviewing the RFP, preparing a response to the RFP, and submitting a response to the RFP.

#### **3.2.1. RFP Released**

The release of the RFP is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFP in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

#### **3.2.2. RFP Review**

The RFP 20250065 consists of the following: this document, entitled "Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements," and any and all

information included in the RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

### **3.2.3. Preparing a Response**

When preparing a response, the Proposer must consider the following instructions:

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Proposer's response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Keith Stewart, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Proposer, the Contractor's response will be considered incomplete and disqualified from further consideration.

### **3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response**

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

- A. **REVIEW AND REVISE.** Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

**B. WITHDRAW.** Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

### **3.3. Proposal Format**

#### **Instructions to Respondents**

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Information provided shall take into account the Evaluation Criteria listed in Scoring Criteria Section (variable to Scoring Criteria) of this project.

#### **Proposals must include the following information in this order:**

##### **Technical Proposal – (Bid Reply)**

###### **Title Page**

Title Page shall show the request for proposal's subject, title, and proposal number; the Contractor's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

###### **Table of Contents**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

###### **Tab 1 – Executive Summary**

The Executive Summary should include the Proposer's overall concept of the working relationship that will be required to successfully complete this project.

###### **Tab 2 – Qualifications and Personnel Experience**

The Proposal shall contain detailed qualifications of the Proposer and personnel with experience of both. Proposers shall respond in enough detail to clearly describe the firm's experience, capabilities, resources, and personnel.

Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). 4 Pages Maximum

Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the design firm or outside the company, and with whom. Include years in industry. List only those directly related to this project. 1 Page Per Resume Maximum

Provide copies of all licenses, certifications or other documentation required in order to enable the Team to perform the work proposed. Condense to Multiple Certs/License Per Page

Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. List only those directly related to this project. If N/A, elaborate.

Include an organizational chart for key personnel who will be involved with the project.

### **Tab 3 – Owner's Representative Experience**

The Proposal shall contain detailed qualifications of the Owner's Representatives Experience.

Include, at minimum, five (5) similar projects that have been completed and/or ongoing in the past ten (10) years. At least one (1) must have used Design/Build as the delivery method. 2 Pages Each Project Maximum to Include:

- Start/End Date
- Project Description- Identify relevant similarities/scope to current bid projects
- Was Project completed on time and on budget. If not why? Include change order details
- Subcontractors - List any subcontractors used and note if they will be used on this project. Put N/A if not applicable and elaborate.
- Reference(s) - Include name, telephone, and email.

### **Tab 4 – Methodology/Approach**

Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work, including:

- How does the Owners' Rep prepare, both themselves and the Owner, to achieve a successful design?
- Does the Owners' Rep see the need for the Owner to begin collaboration with other departments and/or begin public outreach? Even before the Design/Build firm is selected, as there will be a gap.
- What does the Owners' Rep suggest as a reasonable timeline of events to help guide the Owner and mitigate expectations?

- What challenges does the Owners' Rep foresee that can be mitigated early by the Owners' Rep, Owner, and/or Design Build firm?

**Tab 5 – Certified Minority Business Enterprise**

Provide official minority owned business enterprise certification documentation provided by the Florida Department of Management Services Office of Supplier Diversity. This applies to the Prime Consultant firm only. Subconsultants do not qualify to earn the points for this criterion

## **4. General Insurance**

The Contractor 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor 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 the 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 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, and/or 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.

### **4.1. Indemnification/Hold Harmless**

Contractor 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 risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits 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 agreement by Contractor 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 Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor 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 Contractor on the work. This indemnification shall survive the termination of the Contract.

### **4.2. Workers' Compensation Insurance & Employer's Liability**

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

#### **4.3. Commercial General Liability Insurance**

The Contractor/Vendor shall agree to procure and 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

#### **4.4. 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 and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to 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, Employers' Liability, and Professional Liability insurances, Certificates of Insurance 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 for Commercial General Liability and Business Auto Liability policies. 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 shall be listed as additional insured and shall include Contract #20250065 - Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

#### **4.5. Business Automobile Liability Insurance**

The Vendor 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 Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor 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 and non-contributory basis.

#### **4.6. Waiver of Subrogation**

By entering into this Contract, the Vendor agrees 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 the Vendor 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 Vendor enter into such a contract on a pre-loss basis.

#### **4.7. Deductibles**

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

#### **4.8. Compliance**

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If the Consultant, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

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 is not obligated, 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 certificates and other documentation may be cause for annulment of the award.

#### **4.9. Professional Liability Insurance**

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 is not obligated, 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, Consultant warrants that 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 four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

#### **4.10. Requirements for Insurance**

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the Additional Insured party, as identified herein. The Consultant's

submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

## 5. Certifications and Permits

### 5.1. Certification

#### Proposal Certification

By responding to this solicitation, the Proposer understands and agrees to the following:

1. That the electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Proposer's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Proposer's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

## **6. Evaluation, Selection, and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City. Once the evaluation process has been completed the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the RFP as described further in section "Public Award Announcement" of this RFP.

### **6.1. Evaluation Overview**

Firms that submit complete responses with the necessary information and documentation will have their proposals evaluated and scored according to the criteria outlined in this RFP. Each proposal will be reviewed for compliance with the instructions and the terms and conditions outlined within the RFP. Submissions will be scored and ranked according to the weightings and grading system specified in the Evaluation Phases.

An award will be made to the firm that is determined to be the most advantageous to the City, based on the following factors:

- Quality of service;
- Qualifications and capabilities to provide the required services; and
- Compliance with the applicable conditions in this RFP and resulting Contract

The City will select the Respondent who best serves its needs and interests.

The evaluation process will take into account the following criteria. Each committee member will assign a score to each Responsive and Responsible Proposer based on the established evaluation factors. The total score for each Proposer will be calculated by adding the scores from all Evaluation Committee members. The proposer with the highest total score will be ranked first, followed by the second highest, and so on, until all Proposers are ranked.

### **6.2. Administrative/Preliminary Review**

The Issuing Officer will conduct an initial review of the proposals to ensure compliance with the following requirements:

1. The proposal was submitted by the deadline.
2. The proposal is complete and includes all required documentation.
3. The technical proposal does not include any pricing from the cost proposal.

### **6.3. Selection Process**

The selection process will proceed as follows:

1. The Evaluation Committee will evaluate all responses that are deemed Responsive.
2. The Evaluation Committee will rank the proposals, considering the City's needs and adhering to [section 287.055, Florida Statutes](#) (Consultants' Competitive Negotiation Act). A shortlist of at least three Consultants will be developed.
3. The City will review the rankings from the Evaluation Committee and invite no fewer than three firms (if at least three proposals are received) to participate in formal interviews or presentations.
4. Following the formal interviews/presentations, a post-presentation ranking will be conducted to determine the top-ranked firm.
5. After completing the rankings, the City will enter into negotiations with the highest-ranked firm. If an agreement cannot be reached with the top-ranked firm, negotiations will continue with the second-ranked firm, and so on, until an agreement is achieved.
6. The Procurement Management Division will prepare an agenda item for the award recommendation to be presented to the City Council.
7. The City Council will make the final selection based on the Evaluation Committee's recommendations and rankings. The City Council's decision is final, and it is not obligated to accept the Committee's recommendation.
8. Once a selection is made, the City and the chosen Consultant will enter into a Contract that includes the terms and conditions specified in this RFP, as well as any other necessary terms agreed upon by both parties. The City reserves the right to negotiate the Contract's terms. If an agreement cannot be reached, the City may rescind the Contract award and proceed with the next highest-ranked firm.

#### **6.4. Formal Presentations/Interviews**

The City will conduct formal presentations/interviews with the shortlisted firms according to the following guidelines:

1. The Procurement Management Division will establish the schedule for presentations/interviews. Shortlisted Consultants will be notified at least five (5) calendar days in advance with the date, time, and location. The format for each presentation/interview will be shared with the Consultants ahead of time.
2. Equal time will be allotted to each shortlisted Consultant, including time for questions and addressing specific topics during the interview.

3. Formal presentations/interviews are intended to allow shortlisted Firms to demonstrate their ability to manage time effectively. No penalties will be applied if a Firm uses less than the allotted time.

## **6.5. Best Value Analysis- See City Code of Ordinances, Section 35.12.**

The following criteria will be used to select the bid that will provide the best value to the City:

1. Skill, workmanship, experience, and past performance demonstrated by the Proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the Proposer for professional, consulting and other services;
2. Ability to meet the minimum qualifications or requirements of the solicitation;
3. Adherence to specifications, design, or the approach to the project or study, as applicable;
4. The Proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
5. The Proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
9. City Code of Ordinances, [Section 35.14](#), Local Preference in Purchasing or Contracting;
10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

1. Evaluate the pricing offered by the Proposer; consider lifecycle costing, depreciation, and service contracts.
2. Determine what proposal provides the best value to the City.

**Value Added:** The amount or dollar value of a service that the Proposer may be able to provide the City:

1. Value added may be an actual amount given to the City as a signing bonus.
2. Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Proposer.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

See City Code of Ordinances, [Section 35.12](#).

## **6.6. Selection and Award- Single Award**

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Proposers; (d) request resubmissions from all Proposers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

The Responsive and Responsible Proposer receiving the highest Total Combined Score and with whom the City is able to reach agreement as to Contract terms will be selected for award.

## **6.7. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, [Section 35.15](#), and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

## 7. Evaluation Criteria

### 7.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>1A. Qualification &amp; Experience - History</b> Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). 2 Pages Maximum	Points Based	45 (5% of Total)
2.	<b>1B. Qualification and Experience - Key Personnel</b> Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the design firm or outside the company, and with whom. Include years in industry. List only those directly related to this project. 1 Page Per Resume Maximum	Points Based	45 (5% of Total)
3.	<b>1C. Qualification &amp; Experience - Licenses and Certifications</b> Provide copies of all licenses, certifications or other documentation required in order to enable the Team to perform the work proposed. Condense to Multiple Certs/License Per Page	Points Based	45 (5% of Total)
4.	<b>1D. Qualification and Experience - Subcontractors</b> Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. List only those directly related to this project. If N/A, elaborate.	Points Based	45 (5% of Total)

5.	<b>1E. Qualification and Experience - Organizational Chart</b>  Include an organizational chart for key personnel who will be involved with the project.	Points Based	45 (5% of Total)
6.	<b>2A. Owner's Representative Experience - Start and End Date</b>  Owner's Representative Experience Include, at minimum, five (5) similar projects that have been completed in the past ten (10) years. At least one (1) must have used Design/Build as the delivery method. 2 Pages Each Project Maximum to Include:	Points Based	25 (2.8% of Total)
7.	<b>2B. Owner's Representative Experience - Project Description</b>  Identify relevant similarities/scope to current bid project.	Points Based	180 (20% of Total)
8.	<b>2C. Owner's Representative Experience - Timeliness and Budget</b>  Was project completed on time and on budget? If not, why? Include change order details.	Points Based	50 (5.6% of Total)
9.	<b>2D. Owner's Representative Experience - Subcontractor Usage</b>  List any subcontractors used and note if they will be used on this project. If no subcontractors, please show how your firm can meet all the project needs.	Points Based	25 (2.8% of Total)
10.	<b>2E. Owner's Representative Experience - References</b>  Include name, telephone, and email.	Points Based	30 (3.3% of Total)
11.	<b>3A. Methodology/Approach - Planning</b>  What due diligence will be required for successful Design	Points Based	145 (16.1% of Total)

12.	<b>3B. Methodology/Approach - Schedule</b>  Will other departments need to be involved, will public outreach be necessary, etc.	Points Based	60 (6.7% of Total)
13.	<b>3C. Methodology/Approach - Coordination with City</b>  Include a reasonable estimate of project design and construction timelines. Can be a Gantt chart.	Points Based	50 (5.6% of Total)
14.	<b>3D. Methodology/Approach - Project Challenges</b>  What challenges does the team foresee with the project? For example, lead times on materials and/or permitting.	Points Based	60 (6.7% of Total)
15.	<b>3E. Methodology/Approach - Document Control</b>  How does the Team manage the flow of information, documents, approvals, etc.? How does the Team monitor progress and milestones?	Points Based	50 (5.6% of Total)

## 7.2. Phase II Presentation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Oral Presentation</b>	N/A	N/A

## 8. Contract Terms and Conditions

The Contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from the Attachments Section listed as **Attachment A** –

**Sample Contract.** The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Proposers should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

### **Exception to Contract**

By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications, and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be

rejected. If there is any question whether a particular Contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

- (i)** First, by giving preference to the specific provisions of the executed Contract.
- (ii)** Second, by giving preference to the specific provisions of the RFP.
- (iii)** Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

## 9. List of RFP Documents

The following documents make up this RFP. Please see the "Instructions to Proposers" and "Vendor Submission Requirements and Attestations" sections on how to access the following documents. Any difficulty locating or accessing the documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract

2. Attachment B - RANGELINE-BOOSTER-SITE-EXAMPLE

3. Mandatory Documents - see requirements in the "Instructions to Proposers" and "Vendor Submission Requirements and Attestations" sections:

- Contractor's General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Debarment Form, and
- Truth-In-Negotiation Certificate and Affidavit, and
- Copy of W-9 (Vendor to provide).

**Electronic confirmation** for the following forms:

- Cone of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws.

\*\*Any documents indicated in the "Mandatory Requirements" section of this RFP must be uploaded into the project as a part of the response by the Proposer. Failure to supply the completed document(s) will deem the Proposer as Non-Responsive.

## 10. Vendor Submission Requirements and Attestations

### 10.1. Mandatory Forms

#### *Proposal Upload\**

\*Response required

#### *Contractor's General Information Worksheet\**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- [Consultant's General Inform...](#)

\*Response required

#### *E-Verify Form \**

Please download the below documents, complete, and upload.

- [E-Verify Form.pdf](#)

\*Response required

#### *Non-Collusion Affidavit\**

Please download the below documents, complete, and upload.

- [Non-Collusion\\_Affidavit-202...](#)

\*Response required

#### *Debarment Form\**

Please download the below documents, complete, and upload.

- [Debarment\\_form-20250065.pdf](#)

\*Response required

#### *Truth-In-Negotiation Certificate and Affidavit*

Please download the below documents, complete, and upload.

- [Truth-In-Negotiation-fillab...](#)

## **10.2. Electronic Confirmation**

### *Cone of Silence \**

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 solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Please confirm

\*Response required

### *Drug Free Workplace\**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

Please confirm

\*Response required

***Contractor's Code of Ethics\****

The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") 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, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's 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 Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor 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 Vendor 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 actually 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 Vendor 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 Vendor contracted by the City.

◆ Contractor 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, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor 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:

- o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- o 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.

- o 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.

**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 vendor contract shall prevail.

Please confirm

\*Response required

***Affidavit of Nongovernment Entity Anti-Human Trafficking Laws\****

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Please confirm

\*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\**

Please confirm

\*Response required

Request For Proposal (RFP) #20250065

Title: Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

**CITY OF PORT ST. LUCIE  
SAMPLE CONTRACT**

**(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)**

This Contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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," and \_\_\_\_\_, hereinafter called "Consultant," or "Contractor." The City and Architect may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I  
RECITALS**

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

**WHEREAS**, Architect is licensed in the State of Florida; and

**WHEREAS** the City wishes to contract with an architect to provide Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements based on the terms and subject to the conditions contained herein; and

**WHEREAS**, Architect is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid, as agreed upon 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 by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email.
- II. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Consultant: TBD

City Contract Administrator: Keith Stewart, NIGP-CPP  
Procurement Manager - Procurement Management Division  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4068 / FAX 772-871-7337  
E-mail: [kstewart@cityofpsl.com](mailto:kstewart@cityofpsl.com)

City Project Manager: Colleen Jacobsen, Project Manager  
*Utilities Department*  
1001 SE Prineville Street  
Port St Lucie Florida 34983  
772-871-7309  
Email: [cjacobsen@cityofpls.com](mailto:cjacobsen@cityofpls.com)

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

The City of Port St. Lucie ("City") will utilize a progressive design-build project delivery method for the construction of a new water treatment plant. The purpose of this document is to solicit proposals of a Licensed Engineer and/or Professional Teams interested in providing Owners' Representative Professional Services during the progressive design-build of the new water treatment plant for the City.

The selected Proposer (Consultant) shall exercise independent professional judgment in performing obligations and responsibilities under this Agreement as long as decisions affecting the project has received the City's Principal Engineer and/or Project Manager written permission to do so. The authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be for the purposes of obtaining, reporting, and executing instructions and directives from the City's Project Manager or their superiors.

Services provided by the Consultant shall comply with the City's standard procedures and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City.

A general outline of work required is provided in this RFQ. It is not intended to be all-inclusive, as a detailed scope of work will be developed during negotiations with the selected team. The City reserves the right, at its sole discretion, to expand or limit the work based on funding availability or shifting priorities of the City.

On an as needed basis, the Consultant shall:

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

- A. Assist in defining design-build project objectives and priorities; assist in determining the goals, challenges and constraints of the Project;
  - i. Assist in managing Owner expectations; developing the procurement plan, schedule and procedures;
  - ii. Assist with the development of solicitation documents for design-build; competition process meetings, inquiries and addenda; establishing qualifications selection criteria and methodology and support determination of shortlisting of the most highly qualified submissions;
  - iii. Provide on-site inspection of the construction activities. Report and advise the Owner of the observations and potential conflicts or issues;
  - iv. Review and approve payments and construction related submittals;
  - v. Review project progress;
  - vi. Verify quantity calculations and field measurements for payments;
  - vii. Provide photographic documentation for pre-construction state and construction progress through the use of digital cameras and drones;
  - viii. Participate in progress meetings;
  - ix. Serve as a project advisor to the Owner;
  - x. Oversee the Construction contract process with monitoring and administration, including the services of a full-time resident project representative along with required inspections (CEI);
  - xi. Assistance with the Close-Out of the Project;
  - xii. Assist the Owner with Warranty books and punch list items;
  - xiii. Provide advice and expertise in any of the areas related to the design and construction of the new water treatment plant (not-all inclusive):
    - a. Construction practices
    - b. Geotechnical Engineering
    - c. Electrical Engineering
    - d. Structural Engineering
    - e. Instrumentation and controls
    - f. Mechanical Engineering
    - g. Water Treatment Design and Operations

### **Post-Construction Claims Review**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, Consultant shall analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

### **SECTION IV TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate three (3) calendar years thereafter on \_\_\_\_\_. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

### **SECTION V RENEWAL OPTION**

In the event the Consultant offers in writing, no less than ninety (90) days prior to the termination of this Contract, to provide the identical materials required in this Contract for two (2) additional one-year terms for a total charge that is acceptable, then the City without additional bidding or negotiation, may, with the mutual agreement of the Consultant, extend this Contract for such additional one-year terms.

Economic price adjustments upward or downward may be considered at the time of renewal; however, adjustments must be agreed upon in writing by both parties.

### **SECTION VI COMPENSATION**

The total amount to be paid by the City to the Consultant is on a per unit price basis listed on Schedule "A" for a total amount of \$ \_\_\_\_\_. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

**Progress Payments** – Invoices for services shall be submitted once per month, by the tenth (10<sup>th</sup>) day of each month, and payments shall be made within twenty (20) business days, unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Consultant's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager is required under Section XVI of the Contract.

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 on his 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 City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens. Additionally, all bills invoices, and/or charges must clearly identify the activities performs and the associated costs.

All invoices are to be sent to the assigned Project Manager for this Contract.

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 in consequence of the suspension or discontinuance of the work.

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.

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 one (1) percent per month on the unpaid balance.

**Taxes** - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this 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

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager, who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

**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 Solicitation and Specifications on file in the Procurement Management Division 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 risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract. 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 agreement 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, subconsultants, or employees 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**  
**SOVEREIGN 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

by the 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 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, and/or 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.

1. 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 must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. 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

3. 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 and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to 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 and Professional Liability Insurance, Certificates of Insurance 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 for Commercial General Liability and Business Auto Liability policies. 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 shall be listed as additional insured and shall include Contract #20250065 - Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements."** Copies of the Additional Insured endorsements

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4. **Business 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 must be provided. Coverage shall apply on a primary and non-contributory basis.
5. **Professional Liability Insurance:** 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 is not obligated, 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, Consultant warrants that 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 four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. **Waiver of Subrogation:** By entering into this Contract, the Consultant agrees 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.
7. **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 reserves the right, but is not obligated, to review and request a copy of the Consultant'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 subconsultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language, "when required by written contract." If the Consultant, any independent consultants, and/or any subconsultants maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent consultant/subconsultant.

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

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 is not obligated, 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 certificates 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 Consultant, 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 Consultant 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 subconsultant, supplier of materials, laborer, or other person/entity 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. §

## Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

35.151. Consultant and any subcontractors shall comply with section 119.0701, Florida Statutes. The Consultant and any subcontractors 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

## RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. **CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to section 119.0701, Florida Statutes,

Consultant 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](#).
2. During the term of the Contract, the Consultant 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. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Consultant 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 Consultant does not transfer the records to the City.

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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](mailto:prr@cityofpsl.com)**

**TRADE SECRETS**

Any material submitted to the City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Consultant shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Consultant. Consultant shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**SECTION XV**  
**E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the following:

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Consultant may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Consultant, or any subconsultant may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision otherwise provided herein.

**SECTION XVI**  
**INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Consultant of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section VI. If upon such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Consultant shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Consultant to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Consultant, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Consultant shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Consultant and/or may be deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant of his responsibility to remedy any deviation, deficiency, or defect.

**Authority** - The Consultant is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

**Notification** - The Consultant shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

**Defective Work** - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Consultant. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Consultant fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Consultant and may be deducted from any moneys due to the Consultant or his Surety.

**Repair or Replacement** - Should any defect appear during the warranty period, the Consultant shall, at his own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**Deductions** - 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, in the City's option, will be invoiced to the Consultant and/or may be 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 XVII**  
**SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Consultant certifies that it and those related entities of Consultant, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Consultant or any of those related entities of Consultant, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**SECTION XVIII**  
**CONTRACT ADMINISTRATION**

**Amendments** - The City and the Consultant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Consultant.

**Fiscal Year** - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Joint Venture** - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership or joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or consultants shall become or be deemed to become agents or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Performance by Industry Standards** - The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**Permits, Licenses, and Certifications** - The Consultant 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 Consultant 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.

**Use of Name or Intellectual Property** - Consultant agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

**Waiver** - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Consultant, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

**SECTION XIX**  
**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 himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

**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 may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

**SECTION XX**  
**ASSIGNMENT**

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract nor assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

**SECTION XXI**  
**TERMINATION**

**Termination for Cause** - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Consultant furnished any statement, representation, or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

**Notice of Default** - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant. Any such charge, in the City's option, may be invoiced to Consultant or deducted from sums due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

**Termination for Convenience** - The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to Consultant. Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

**Termination for Non-Appropriation** - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

**SECTION XXII**  
**LAW, VENUE, AND WAIVER OF JURY TRIAL**

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

Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

venue of any action taken to enforce this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

### **SECTION XXIII** **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 City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

### **SECTION XXIV** **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(s) 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 its Treasure Coast clients and related Scope of Work.

### **SECTION XXV** **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he 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 XXVI** **ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

### **SECTION XXVII** **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 XXVIII**  
**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 XXIX**  
**SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

**SECTION XXX**  
**AUDITS**

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Consultant, including, but not limited to, those kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

The Consultant shall ensure the City has these rights with Consultant's employees, agents, assigns, successors, and subconsultants, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subconsultants to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.

**SECTION XXXI**  
**ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-RFP (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

**SECTION XXXII**  
**CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

**SECTION XXXIII**  
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Consultant certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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.

**SECTION XXXIV**  
**COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Consultant understands and will comply with this statute.

**SECTION XXXV**  
**NON-EXLCUSIVITY**

Consultant acknowledges and agrees that this Contract is non-exclusive.

**SECTION XXXVI**  
**FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**SECTION XXXVII**  
**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Consultant and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

*(Balance of page left intentionally blank)*

## Owners' Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

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

## CITY OF PORT ST. LUCIE, FLORIDA

## CONSULTANT

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

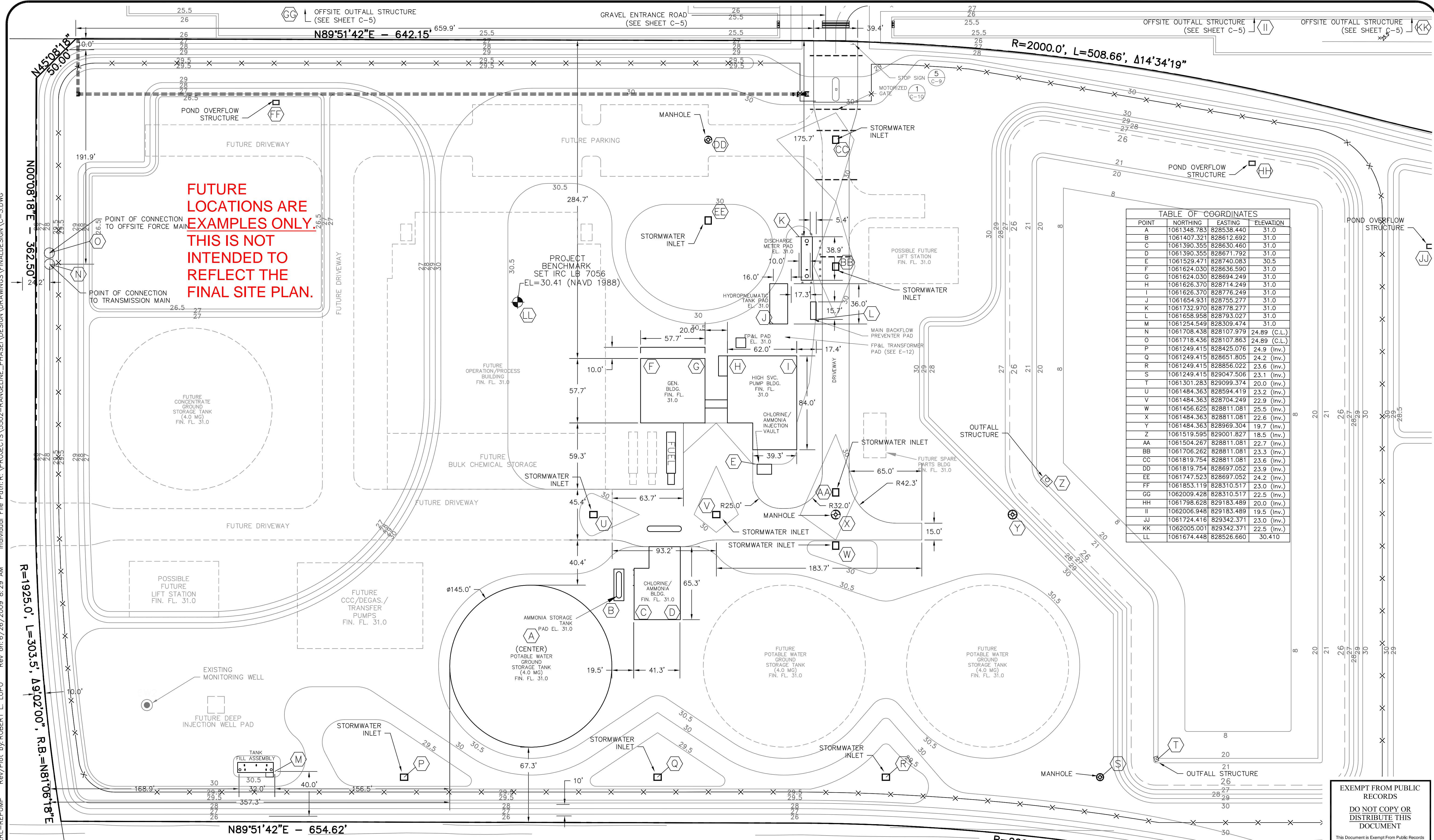
STATE OF FLORIDA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification:

Signature of Notary Public

NOTARY SEAL/STAMP

Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:



3	5/30/09	RECORD DRAWINGS
REV	DATE	DESCRIPTION

Designed MKW/MAC  
Drawn RLL  
Checked LRL  
Reviewed GJR  
Approved  
Reg. No. \_\_\_\_\_  
Date 5/30/09  
BY \_\_\_\_\_

RANGELINE WTF PHASE I - WATER REPUMP STATION  
PSLUSD PROJECT NO. 20050151

GEOMETRY PLAN

PROJECT NO.: 5502  
SCALE: 1"=40' REVISION: 3

DRAWING NO. C-3 SHEET NO. 7 OF 120



REISS ENVIRONMENTAL, INC.  
12001 RESEARCH PARKWAY  
SUITE 228  
ORLANDO, FLORIDA 32826  
(407) 679-5358



City of Port St. Lucie  
Procurement Management Division  
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984  
(772) 871-5223

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QUESTION & ANSWER REPORT  
RFP No. 20250065

Owner's Representative for Design-Build Project for New Water Treatment  
Plant and Related Improvements

RESPONSE DEADLINE: March 11, 2025 at 3:00 pm

Wednesday, July 30, 2025

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. 3.3 Proposal Format, Tab 2 – Qualifications and Personnel Experience

Feb 17, 2025 4:31 PM

**Question:** Under 3.3 Proposal Format, Tab 2 – Qualifications and Personnel Experience, the RFP requests: The Proposal shall contain detailed qualifications of the Proposer and personnel with experience of both. Proposers shall respond in enough detail to clearly describe the firm's experience, capabilities, resources, and personnel. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). Proposers are only allowed 2 pages maximum for this criteria in the section. Would the City consider increasing the page limit to allow the proposer to include more details about the firm and team's experience?

Feb 17, 2025 4:31 PM

**Answered by Alaina Knofla:** See addendum #2.

Feb 24, 2025 2:40 PM

### 2. No subject

Feb 17, 2025 4:15 PM

**Question:** On Page 17, in the Tab 3 section, it makes reference to a minimum of 5 projects that have been completed in the past 5 years. Since the prevalence of progressive design-build is really recent, not

QUESTION & ANSWER REPORT

Request For Proposal (RFP) - Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

Page 1

## QUESTION & ANSWER REPORT

RFP No. 20250065

Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements

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make projects have been completed. Would the City consider projects that have been completed and/or on-going?

*Feb 17, 2025 4:15 PM*

**Answered by Alaina Knofla:** See addendum #2.

*Feb 24, 2025 2:40 PM*

### 3. No subject

*Feb 17, 2025 4:16 PM*

**Question:** There are requirements in the RFQ and contract that are related to the procurement of construction services (i.e. showing proof of bonding capacity, responsibility of obtaining permits, a Methodology/Approach section requesting information that would be requested of the design-builder). Please confirm that these sections would be what would have been requested for professional engineering services and the Methodology/Approach section should be regarding our team's approach to Owner's Representative services for design-build project.

*Feb 17, 2025 4:16 PM*

**Answered by Alaina Knofla:** See addendum #2.

*Feb 24, 2025 2:40 PM*



City of Port St. Lucie  
Procurement Management Division

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984  
(772) 871-5223

ADDENDA REPORT  
RFP No. 20250065

Owner's Representative for Design-Build Project for New Water Treatment  
Plant and Related Improvements

RESPONSE DEADLINE: March 11, 2025 at 3:00 pm

Wednesday, July 30, 2025

Addenda Issued:

**Addendum #1**

*Feb 24, 2025 2:32 PM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #2**

*Feb 24, 2025 2:40 PM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Hazen and Sawyer	X	Mar 4, 2025 9:22 AM	Julie Forgione
Colliers Project Leaders	X	Mar 4, 2025 5:01 PM	Oriana Padron
PMA Consultants LLC	X	Mar 11, 2025 11:50 AM	Kim Varghese

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Hazen and Sawyer	X	Mar 4, 2025 9:22 AM	Julie Forgione
Colliers Project Leaders	X	Mar 4, 2025 5:01 PM	Oriana Padron
PMA Consultants LLC	X	Mar 11, 2025 1:01 PM	Kim Varghese

ADDENDA REPORT

Request For Proposal (RFP) - Owner's Representative for Design-Build Project for New Water Treatment Plant and Related Improvements