



City of Port St. Lucie

20250143

**PROGRESSIVE DESIGN-BUILD OF THE RANGELINE ROAD WATER  
TREATMENT FACILITY**

RELEASE DATE: September 8, 2025

RESPONSE DEADLINE: November 4, 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. Bonds, Certifications and Permits
6. Proposal Evaluation, Negotiations, and Award
7. Scoring Criteria
8. Contract Terms and Conditions
9. List of RFQu Documents
10. Vendor Submission Requirements and Attestations

### Attachments:

A - Rangeline Storage & Repump Station Record Drawings

B - JEA POE Water Quality Parameters

C - Prineville WTP POE Water Quality Parameters (2011-2025)

D - JEA RO Annual Well Analyses (2018-Present)

E - Prineville RO Annual Well Analysis (2021-Present) rev1

F - Southwest Wellfield Program Floridan Aquifer Summary Report - May 2007

G - Sample Contract

# 1. Introduction

## 1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie [Code of Ordinance, Section 35.07](#), and [Section 287.055](#), Florida Statutes (Consultants’ Competitive Negotiation Act), the City of Port St. Lucie, a Florida Municipal corporation (“City”), is requesting Proposals from qualified firms to provide Progressive Design-Build Service for Progressive Design-Build of the Rangeline Road Water Treatment Facility.

A descriptive overview of the City can be found at [About PSL | City of Port St. Lucie, FL](#) (cityofpsl.com). 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 RFQu Process

The objective of the RFQu is to select a qualified Proposer (as defined by Section 1 – “Purpose of Procurement”) to provide the services outlined in this RFQu to the City. This RFQu 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 RFQu and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFQu process will be publicly announced (or posted) to the electronic bidding system, to include the names of all participating Proposers and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s).” Please refer to Section 1.1 – “Purpose of Procurement,” and Section 6 – “Proposal Evaluation, Negotiations, and Award ,” for information concerning the number of Contract awards expected.

## 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 RFQu will be publicly posted prior to the closing date of this RFQu. After the close of the RFQu, 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.

Release of RFQu:	September 8, 2025
Pre-Proposal Meeting (Non-Mandatory):	September 23, 2025, 1:30pm 11650 SW Range Line Rd. Port St. Lucie, FL 34987
Question Submission Deadline:	October 17, 2025, 5:00pm
Question Response Deadline:	October 24, 2025, 5:00pm
Response Submission Deadline:	November 4, 2025, 3:00pm

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)**

Nate Rubel, Assoc. DBIA

Procurement Assistant Director

O. (772) 344-4230

nrubel@cityofpsl.com

**1.5. Definition of Terms**

Please review the following terms:

Consultants’ Competitive Negotiation Act (“CCNA”) - Section of the Florida Statutes that governs the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See [section 287.055, Florida Statutes](#).

Design-Builder – companies desiring to do business with the City (Also called “Engineer,” “Bidder,” “Proposer,” “Consultant,” “Firm,” or “Offeror.”)

City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this RFQu.

Contract – agreement entered into between City and the awarded Proposer.

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 (Also called "Electronic Bidding System.")

Any special terms or words which are not identified in the City’s RFQu Document may be identified separately in one or more attachments to the RFQu. Please download, save and carefully review all documents in accordance with the instructions provided in Section 3 – “Instructions to Proposers,” of this RFQu.

## **1.6. Contract Term**

The term of the contract(s) will be determined during negotiation phase. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFQu states otherwise, the resulting award of the of the contract(s) does not guarantee volume or a commitment of funds.

## **1.7. 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 Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. 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 Contractor obtain a noise permit from the City Police Department. 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

#### Background

The City of Port St. Lucie, Florida (“City”) is ranked as one of the fastest growing cities in the country. This sharp change in population has created an equally sharp increase in water supply demand. The Utility Systems Department (“USD”) Master Plan forecasts that current water treatment capacity will be insufficient by 2030. The South Florida Water Management District Upper East Coast Water Supply Plan update also lists Port St. Lucie as the only public supply system in the Upper East Coast Planning Area that cannot adequately meet its projected demands with its current facilities through 2045.

To address the sharp increase in water demand, the City is developing the Rangeline Water Treatment Plant (WTP). This facility will increase the city's water system capacity by 10 million gallons per day (MGD). The plant will utilize reverse osmosis (RO) for water purification, drawing its supply from six wells in the Southwest Wellfield, which tap into the Upper Floridan Aquifer (UFA).

#### Scope

The City seeks to contract the services of a qualified Progressive Design-Build Team (“Project Team”) to design, furnish, and construct a new 10 MGD Reverse Osmosis (RO) Water Treatment Plant with potential for future expansion to 30 MGD. Additionally, space is to be allocated for a future 10MGD surface water treatment plant which will be supplied through above ground impoundments located at the McCarty Ranch Water Farm.

Current Master Plan projections require partial operation by 2029. The City intends to have a minimum of 4 MGD in production prior to full completion of the project to meet these projections.

The new Water Treatment Plant and related improvements (hereinafter described collectively as “New Water Treatment Plant”) will be constructed at the existing Rangeline Repump Station site located at 11650 SW Range Line Road, Port St. Lucie, Florida.

Additional building space to house the RO trains and other equipment, as well as office space for administration and operations personnel should also be part of the package. The office space for administration and operations personnel will be a part of the membrane treatment building.

The project includes, but is not limited to, planning, design, permitting, construction, and other services necessary to deliver a ‘turnkey’ project.

#### Objectives

- Regulatory Compliance – Design and deliver a project that meets regulatory requirements.

- Schedule – Master plan projections show the necessity of providing additional potable water production in 2029.
- Flexibility and Future Proofing – Team should consider design and construction elements that would facilitate the USD to expand to 30 MGD, plus an additional 10 MGD surface water treatment plant on the same site.
- Operations and Maintenance – Operations, maintenance, reliability, and flexibility are of utmost importance and all activities should point in this direction.
- Funding – The City is actively pursuing grant funding opportunities to cover a portion of the project costs. City staff and/or Owner’s Representative will take the lead in grant reporting and requests for reimbursements, but the selected Project Team is expected to assist in this effort by providing required documentation, photos, summaries, etc. Other funding will include bonds and/or loans.
- Costs – All costs, current and future, will be considered in project decisions, including capital, O&M, and life cycle.
- Risk Register – Risks will need to be accounted for and considered in all aspects of the project with the goal of optimizing a balance of said risks between the City and the selected Team.
- Safety – An effective safety program will be implemented based on current local, state, and federal regulations, as well as industry best practices.
- Collaboration – To achieve a productive communication strategy, a plan will be developed taking input from the City, the Owner’s Representative, and the selected Team.

### **Site Development**

Record drawings of the Rangeline site are provided as part of this RFQu. The site contains an existing repump station that must remain in operation throughout the project. The City is open to site layout suggestions to accommodate the future RO and surface water treatment plants within this limitation.

### **Sequencing**

The existing repump station must remain in operation while the project is ongoing to maintain system pressures. An initial minimum of 4 MGD will need to be online as soon as possible, followed by the remaining 6 MGD. The prospective firms will draw from their extensive experience to provide the City with their preferred sequencing of design and construction stages to complete the project on time and on budget.

### **Permits**

It is the responsibility of the selected Project Team to verify existing permits and determine whether additional permitting may be required. This includes, but is not limited to, FDEP, SFWMD, EPA, etc.

### **Technical Documents on Existing Water Treatment Facilities**

The following documents provide data on the existing water treatment facilities in operation by the Utility Systems Department:

- Attachment A - Rangeline Storage & Repump Station Record Drawings
- Attachment B - JEA's Point of Entry (POE) Water Quality Parameters
- Attachment C - Prineville's Point of Entry (POE) Water Quality Parameters
- Attachment D - JEA's RO Annual Well Analysis
- Attachment E - Prineville's RO Annual Well Analysis
- Attachment F - Southwest Wellfield Program Floridan Aquifer Summary Report

### **Collaborative Experience**

The City benefits immensely from engineers and contractors that have extensive experience working together. The prospective Project Team should identify and exhibit previous projects in which key personnel put forth for this project have worked together. Briefly discuss lessons learned and what changes, if any, were implemented to avoid similar issues arising.

### 3. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the RFQu, 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

Responding Proposers are assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Proposer 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 RFQu 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 RFQu 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 RFQu, 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 RFQu Communication Document.

##### 3.1.3 Submitting Questions

All questions concerning this RFQu 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 RFQu 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 Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.3 - "Schedule of Events" of this RFQu. 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 to be considered eligible for Contract 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 Proposer'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 RFQu will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFQu.

### **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 RFQu**. 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 RFQu requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

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

The City reserves the right to amend this RFQu. All revisions must be made in writing prior to the RFQu closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQu, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFQu will be issued as an addendum. 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 RFQu 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 RFQu (including any revisions/additions made in writing prior to the close of the RFQu, 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 RFQu AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFQu. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this RFQu at any time.**

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

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

The successful Proposer shall provide a listing of 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) business days after the bid opening.

Such lists shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If apparent successful Proposer(s) declines to make any such substitution, City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will 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. Throughout the Contract term, the City shall have the right to request the removal of a subcontractor from the Contract 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 RFQu, 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 RFQu, 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 Proposer. 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 RFQu, 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.

## **3.2. Submittal Instructions**

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

Listed below are key action items related to this RFQu. The Schedule of Events Section identifies the dates and time for these key action items. This portion of the RFQu provides high-level instructions regarding the process for reviewing the RFQu, preparing a response to the RFQu, and submitting a response to the RFQu. Proposers are required to access, print and utilize the submittal instructions identified in Section 3.2 of this RFQu to ensure the Proposer successfully submits a response to this RFQu.

#### **3.2.1. RFQu Released**

The release of the RFQu 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 RFQu in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

#### **3.2.2. RFQu Review**

The RFQu 20250143 consists of the following: this document, entitled "Progressive Design-Build of the Rangeline Road Water Treatment Facility," and any and all information included in the RFQu, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFQu or links contained within the RFQu 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 RFQu 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 RFQu specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Nate Rubel, 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 Proposer'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:

1. PROPOSAL SUBMISSION. Upload in one file, the proposal response formatted as instructed in Section 3.3 - "Proposal Format," of this document. All proposals shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate fields onto OpenGov by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Proposer temporarily losing a connection to the Internet.

2. 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.

3. 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 must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

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

##### **Title Page**

Title Page shall show the RFQu project title and number; the Proposer's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

##### **Cover Letter**

Provide a cover letter on official letterhead signed by a representative of the Project Team authorized to sign such materials, and to commit the Project Team to the obligations contained in the Proposal. If the Project Team is a partnership, the cover letter shall be signed by one or more of the general partners. If the Project Team is a corporation, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If the Project Team is a joint venture, an authorized representative of each firm in the joint venture shall sign the cover letter. Anyone signing the Proposal as an agent must file with it legal evidence of his or her authority to execute such Proposals.

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

Provide a Table of Contents with major headings and subheadings identified with the corresponding pages numbers. The table of contents shall conform to the sections presented, in the same sequence, and labeled using the title provided. Identify all attachments, exhibits, tables, and figures.

### **Tab 1 – Project Team Structure**

This criterion assesses the Project Team Structure in terms of contractual relationships as well as lines of communication within the Project Team, and between the Project Team and City staff.

Project Teams will be evaluated based on the clarity of the contractual structure, the optimization of resources and interfaces, the efficiency of the reporting structure within the Team, and the cumulative scope of services provided by all the partners. Submittal shall discuss how the Project Team will achieve the following Team Structure goals, at a minimum:

- The Project Team shall provide a written overview of the Design-Builder’s contractual structure with each corporate partner (example: prime contractor, sub-prime contractors, subcontractors, lead designer(s), sub-lead designer(s), and other subconsultants). The Project Team shall provide a written overview of the experience between the prime, the lead contractor(s) and lead designer(s) and describe any relationships on prior projects that will be like the proposed organization for the Rangeline Water Treatment Plant. Describe the value that each firm provides for the project.
- The Project Team shall provide proposed Organizational Chart(s) for the Project that identifies team members including Key Personnel, support partners, and specialty contractors and shows the reporting relationships. Multiple charts may be used if deemed necessary for clarity. Organizational charts may be presented on 11"x17" sheets. The Organizational Chart(s) shall identify Firm affiliation associated with each Project Personnel. Distinction of company affiliation shall include subsidiary corporations or companies under the parent company. Entities shown on the Organizational Chart may not be replaced without City approval.
- The Project Team shall describe the structure and management for both the preconstruction and construction phases of the project. This section must also include a description of the Project Team's approach and philosophy towards achieving a cooperative partnership environment among team members and with the City and a summary of available organizational resources to fully meet contract obligations under the Progressive Design-Build project delivery method. If firms have not yet been identified, the description shall include the functions for which the intention is to subcontract. This section must describe the lines of authority within the Project Team's team and describe the assignments of responsibility for each participating team member and groups within the team. Note that any change in the Key Firms included in the Proposal after shortlisting will require City approval.

### **Tab 2 – Project Team Key Personnel Relevant Experience**

This criterion assesses the experience of the Project Team's Key Personnel. Project Teams will be evaluated based on relevant experience, expertise, credentials, and the value that the Key Personnel

add to the Project. Team key staff collective experience shall include the following items, at a minimum:

- Large, complex projects;
- Progressive design-build delivery;
- Design and construction of reverse osmosis water treatment plants of at least 10 mgd's;
- Collaborative design criteria development, design development, open-book GMP development, Owner Direct Purchases, and long lead equipment packages;
- Sequencing of construction work and facilities start-up for projects with multiple components, many team members, and several work packages.

The Project Team shall submit resumes for up to fifteen (15) Key Personnel. Limit of two (2) pages per person. Include the following:

1. Identify the team member's overall experience in number of years.
2. Identify how many years the team member has been with the current employer.
3. Provide the team member's professional license, certifications and other credentials.
4. Provide three (3) similar and relevant projects the team member has worked on in the last 10 years. Include the person's role on the project, name of the client, start and finish dates, the project value, similarity to the Rangeline Water Treatment Plant Project, project delivery method, and how the team member's experience benefits the City.

The list of key personnel below is intended to communicate key functions. If the Project Team has an organizational structure that includes titles different from those below or if one person provides the responsibilities indicated in more than one of the positions listed below, the Project Team shall submit the resumes for the Key Personnel consistent with the Project Team's team organization. Likewise, if some of the roles described below are two separate positions on the Project Team, provide resumes for both people. At a minimum, provide resumes for the Key Personnel that will perform the following functions:

- **Design-Build Project Manager** shall be the primary point of contact with the City and shall be involved on a continual day-to-day basis from the Notice to Proceed until all the facilities are operational and the acceptance testing is successfully completed and accepted by the City. The Design-Build Project Manager shall be responsible for the overall management of the entire Design-Build Team and the successful completion of the project. The Design-Build Project Manager shall have the authority to act on behalf of the Design-Builder to make all decisions as they relate to the execution of the work and compliance with the Progressive Design-Build Agreement.

- **Design Manager** shall be involved on a continual basis from Notice to Proceed until all the facilities are operational and the acceptance testing is successfully completed and accepted by the City. The Design Manager will be responsible for the overall management of design professionals and any design or technical subcontractors and will work closely with the Construction Team(s), Owners' Representative, and City staff. The Design Manager shall be responsible for managing the initial services required to establish design criteria, the design development, engineering support during construction, and technical services required for start-up and commissioning.
- **Key Technical Leads** include Water Treatment Plant Design Lead. Additional key technical leads may be submitted if the total number of resumes does not exceed five (5).
- **Pre-Construction Manager** shall be involved during the pre-construction phase and will work closely with the Design Team(s), Construction Team(s), Owners' Representative, and City staff. the Pre-Construction Manager shall be responsible for constructability reviews, developing and maintaining schedules, project cost models, risk registers, GMP development and procurement plans during the design phase of the work.
- **Construction Manager** shall be responsible for the direct supervision of trade labor, subcontractors, and all other personnel engaged in the work who are under the control of the Progressive Design-Builder. The Construction Manager shall be responsible for the daily coordination of the work on-site to maintain the schedule and for general on-site management such as material deliveries, outages, etc. The Construction Manager shall be responsible for the management of all construction activities associated with the Project although area superintendents may be assigned to each major portion of the work.
- **Health and Safety Manager** shall be responsible for all safety planning and administration associated with construction, start-up and commissioning and transition activities, including development of the project specific health and safety plan as well as the plant operations safety plan.
- **Start-up and Commissioning Manager** shall be responsible for the development of the start-up and commissioning plan for the work as well as oversight of the commissioning activities on-site.
- **Project Controls Manager** shall be responsible for the development and oversight of the project controls effort as it relates to cost, schedule and change management.
- **Site Superintendent** is the individual assigned to the project full time in the field to manage, make safe, and provide quality control for all construction activities, trades, subcontractors, and team field staff on the project site.
- **Lead Estimator** is the individual responsible for development of preconstruction estimates, cost model and construction phase price development.

- **Quality Controls and Quality Assurance Manager** shall be responsible for the development and oversight of the QA/QC program for this Project.

For each key team member identified on the organizational chart for which a resume was not provided, include a brief written overview of their similar and relevant experience, the role and responsibilities they propose to have on this Project and how this benefits the City. Not to exceed half a page per team member. Provide a table summarizing the % of time dedicated to this project for pre-construction and construction phases. Note that any change in the Key Personnel included in the Proposal requires City approval of such changes.

### **Tab 3 – Project Team Experience with Similar Projects**

This criterion assesses the Project Team's experience with similar projects and components. Project Teams will be evaluated based on their experience with projects like this Project. Relevant similarities include:

- Reverse osmosis treatment plant scope and size (10mgd average or greater);
- Complexity - Significant separate elements requiring the integration of several firms on the delivery team and multiple design and construction packages;
- Construction value (\$100 million or greater);
- Project delivery method (progressive design-build);
- Location;
- Community impacts (construction on congested and/or under construction roads, adjacent to residential neighborhoods, potential noise);
- Opportunities for value-added innovation and approaches (e.g., materials, construction methods, procurement, community amenities, etc.).

The Proposer shall provide descriptions of up to ten (10) projects, with a minimum of five (5) projects that were completed in the last ten (10) Years.

Minimum experience is as follows:

- The Prime Firm completed at least two (2) water or wastewater infrastructure projects that demonstrate successful experience delivering a complex project with multiple elements and multiple firms using a progressive design-build delivery method.

- The Prime Firm or Lead Constructor, if not the Prime Firm, completed at least one (1) project that demonstrates successful experience building a reverse osmosis treatment plant with a capacity of at least 10mgd.

For each project, the following information must be included:

1. Project Title
2. Project Delivery Method
3. Project Location
4. Project Description
5. Projects Owner's Name, Contact Person and Phone No. (Reference)
6. Design and Construction Contract Amounts (Under/Over Budget?)
7. Construction Completion Dates (On Time?)
8. Role of Proposer's Team member(s) (Prime, Sub-Consultant, Engineer of Record etc.)
9. Engineer of Record
10. Contractor
11. Similarities between representative project and the Rangeline Water Treatment Plant Project

#### **Tab 4 – Approach to Meet Project Objectives**

This criterion assesses how well the Project Team understands the scope of the project and the City's goals and objectives. Project Teams will be evaluated on their proposed approach to deliver the project through design and construction and how the approach meets the City's objectives.

Preference will be given for the following:

- Creative and innovative approaches to meet the objectives. The benefits and assumptions must be clearly stated.
- Creative and innovative solutions that have been successfully applied elsewhere.
- Benefits to the City and value to the project that had not previously been identified.
- Approach that demonstrates knowledge of City of Port St. Lucie community.
- Unique approach to sequencing and coordinating a complex project from establishment of design criteria through acceptance testing.
- Unique approach to address challenges particular to this Project.

- Identification of risks or challenges that had not previously been identified.
- Unique approach to managing and mitigating identified risks.
- Approaches that emphasize quality assurance and quality control.
- Approaches that balance cost-competitive procurement of construction work packages and self-performance.
- Excellent safety trends for Prime and Lead Contractors; EMR's for each of the most recent three (3) years to be less than 1.0 as well as incidence rates less than 2.9 for each of the most recent three (3) years.

The Project Team shall provide an approach that demonstrates a clear understanding of the project scope and objectives. Specific information to be submitted related to Criteria 4 includes:

- The Proposer shall provide written overview describing their approach to meeting the Project objectives. For each creative and innovative approach, if it includes ways to reduce cost, reduce time, or otherwise increase value to the project and benefit to the City, the Project Team shall state all assumptions related to the baseline from which the savings or benefits are measured.
- The Project Team shall provide a written overview illustrating the Project Teams approach that includes project management, collaboration, project controls (including resource and document management, risk management, cost control and scheduling), project health and safety, and QA/QC process. The Project Team shall include historical safety data (i.e., OSHA 300A form) for the last five (5) years. Safety data will not be included in the page count.
- The Project Team shall include details on the Design Services (preconstruction/design phase services) to describe the approach to collaborative design criteria and design development, design verification, public outreach, regulatory agency coordination and permitting, value engineering, constructability/operability review, self-performance, subcontracting, cost estimating, procurement of equipment/materials (including delivery oversight), procurement of construction packages (including trade/subcontractor contract bidding and award management), Owner Direct Purchases and development of the Guaranteed Maximum Price. The Project Team shall describe the approach to monitoring and communicating decisions and changes during design development and cost variations throughout the design process and management of contingencies during the construction phase. The Project Team may include an example of a GMP cost book from a previous project. GMP examples will not be included in the page count.
- The Project Team shall provide a written overview describing their approach to Construction Services, including construction area oversight, construction work breakdown, sequencing, anticipated phasing or early packages, shop drawing review/processing, construction activities,

inspection and testing, start-up, training, operations support, functional operation and acceptance testing, and final turn over activities that meet the City's objectives, budget, and schedule.

- The Project Team shall provide a conceptual level schedule supporting these concepts from Design Services through Construction Services and final completion. The proposed schedule shall include an indication of sequencing for the various project components and include potential early work packages and startup. The Project Team shall show how they can meet the proposed completion date and budget with the team's resources. Schedule may be presented on 11" x 17" sheet(s).
- The Project Team shall provide a list of the top ten (10) highest risks to the project and proposed approaches to mitigate these risks. The risks should be risks that will be assigned to the Design Builder. An additional three (3) risks can be identified that will be assigned to the City or transferred to a third party. Project Team may include one example of a risk register from a previous project. The example of a risk register will not be included in the page count.

Limit Criteria 4 to a maximum of 50 pages.

\*All required **Additional Proposal Mandatory Forms** must be completed and included with the submitted proposal. The **Mandatory Forms** are available in **Section 10 – Vendor Submission Requirements and Attestations** and can be downloaded, filled out, and uploaded in the designated fields within the project on OpenGov.

## **4. General Insurance**

The Proposer 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 Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer 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.

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

Proposer agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Proposer, agents, laborers, subcontractors or other personnel entity acting under Proposer control in connection with the Proposer's performance of services under the Contract. To that extent, Proposer 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 Proposer 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 Proposer or any agent laborers, subcontractors, or employee of Proposer regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Proposer 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 Proposer on the work. This indemnification shall survive the termination of the Contract.

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

The Proposer 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 Proposer 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 Proposer 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 and Employers' 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 #20250143 - Progressive Design-Build of the Rangeline Road Water Treatment Facility.**" 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 Proposer 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 Proposer 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 Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer's most recent annual report or audited financial statement.

#### **4.8. Compliance**

It shall be the responsibility of the Proposer to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Proposer 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 Proposer, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer/independent contractor/subcontractor.

The Proposer 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 Proposer 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. Builder's Risk Insurance**

Proposer shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Proposer's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; and architects' and engineers' fees that may be

necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

Proposer has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, and self-insurance for coverages not required.

Proposer is responsible for all deductibles. including those for windstorms.

#### **4.10. Pollution Insurance**

Proposer shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

#### **4.11. Professional Liability Insurance**

Proposer 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 Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer 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, Proposer 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.

#### **4.12. Requirements for Insurance**

Within ten (10) business days of award, the awarded Proposer 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 Proposer'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. Bonds, Certifications and Permits

### 5.1. Payment and Performance Bonds

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

1. The Proposer shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in [section 255.05, Florida Statutes](#), and 2 CFR 200.326 in the amount of one hundred percent (100%) of the Contract price. Additionally, upon any Contract price increase, Proposer shall obtain a bond rider to ensure that the Performance and Payment Bond never drops below 100% of the Contract Price. For clarity, this means that if there is any amendment, change order, purchase order, or any other approval for additional funds under the Contract, Proposer shall obtain a bond rider covering 100% of the increase. A fully authorized Surety, licensed by the State of Florida, shall execute the Performance and Payment Bond. The Performance and Payment bond must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council or the City Manager (if within his or her threshold), but in any event, prior to the beginning of any Contract performance by the awarded Proposer. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Proposer shall furnish same to the satisfaction of the City within ten (10) calendar days after written notice to do so. In default thereof, the Proposer may be suspended as herein provided.

### 5.2. Certification

#### Proposal Certification

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

1. That this 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 Proposer'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.

### **5.3. Permits**

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses, and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Contractor(s) application for final payment. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the Contract amount and paid by the successful Proposer(s).

## **6. Proposal Evaluation, Negotiations, 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 based on technical factors. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the RFQu. In the event negotiations occur, the revised proposals will be reevaluated in accordance with the provisions of the section “Scoring Criteria,” of this RFQu. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), 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 RFQu as described further in section “Public Award Announcement” of this RFQu.

### **6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Proposal meets qualifications.
3. Proposal is complete and contains all required documents.

### **6.2. Evaluating Proposal Factors**

If the Proposer’s proposal passes the Administrative/Preliminary Review, the Proposer’s proposal will be submitted to the Evaluation Committee for evaluation.

#### **6.2.1. Review of Proposals**

The Evaluation Committee will review each proposal in detail to determine its compliance with RFQu requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 7 - “Scoring Criteria,” of this RFQu.

### **6.3. Negotiations of Proposals and/or Cost Factors**

After reviewing all submissions, the Evaluation Committee may shortlist a minimum of three (3) Firms for an interview. The shortlisting will be determined based on the criteria stated within this RFQu. After Firms are shortlisted, those Firms will be notified by email and advised of date, time, and location of presentation. After presentations, each voting member will indicate their choice of Firms in order of preference based on the criteria stated in this RFQu. **Pricing is not submitted as a part of the**

**evaluation process for submitted qualification statements. The City will be requesting pricing only from the top ranked firm per the [CCNA](#).**

The City shall enter into negotiations with the most qualified Firm for professional services at a compensation which the City determines is fair, competitive, and reasonable to reach an agreement between the City and the Firm. Should the City and the Firm considered to be the most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified Firm. This process will continue by negotiating with the next highest ranked Firm until an agreement is reached, there are no qualified Firms remaining, or the RFQu has been cancelled.

However, the City retains the right to take any lawful action under this section.

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

This section will not be used based on potential federal funding requirements.

#### **6.5. Selection and Award**

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

#### **6.6. Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits or to invite Proposers to present their proposal factors/technical solutions to the City's Evaluation Committee. Unless prohibited by federal, state, county, or local laws and/or ordinances, all presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Proposers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Proposer's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.3 - "Negotiations of Proposals and/or Cost Factors." Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Proposer's name, RFQu number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFQu. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

#### **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 Proposer(s), unsuccessful Proposer(s), and the reasons why any unsuccessful Proposer(s) were not selected for Contract award. NO PROPOSER SHOULD ASSUME THAT PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL PROPOSERS SHOULD FREQUENTLY CHECK THE CITY'S ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

## 7. Scoring Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Tab No. 1/Criteria No. 1 - Project Team Structure</b></p> <p>This criterion assesses the Project Team Structure in terms of contractual relationships as well as lines of communication within the Project Team, and between the Project Team and City staff.</p> <p>Project Teams will be evaluated based on the clarity of the contractual structure, the organization of resources and interfaces, the efficiency of the reporting structure within the Team, and the cumulative scope of services provided by all the partners.</p>	Points Based	50 <i>(16.7% of Total)</i>
2.	<p><b>Tab No. 2/Criteria No. 2 - Project Team Key Personnel Relevant Experience</b></p> <p>This criterion assesses the experience of the Project Team’s Key Personnel. Project Teams will be evaluated based on relevant experience, expertise, credentials, and the value that the Key Personnel add to the Project.</p>	Points Based	50 <i>(16.7% of Total)</i>
3.	<p><b>Tab No. 3/Criteria No. 3 - Project Team Experience with Similar Projects</b></p> <p>This criterion assesses the Project Teams experience with similar projects and components. Project Teams will be evaluated based on their experience with projects like this Project.</p>	Points Based	100 <i>(33.3% of Total)</i>
4.	<p><b>Tab No. 4/Criteria No. 4 - Approach to Meet Project Objectives</b></p> <p>This criterion assesses how well the Project Team understands the scope of the project and the City's goals and objectives. Project Teams will be evaluated on their proposed approach to deliver the project through design and construction and how the approach meets the City's objectives.</p>	Points Based	100 <i>(33.3% of Total)</i>

## 8. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFQu will be based upon the RFQu, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment G – Sample Progressive Design-Build Agreement**. 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 RFQu, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFQu 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 RFQu. Proposers should plan on all expressed requirements within this RFQu and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFQu. 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 RFQu 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 RFQu.

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 RFQu.

**(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.

## **8.1 Payment**

To ensure proper payment the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the RFQu and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute, except where required by law.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager.

## 9. List of RFQu Documents

The following documents are part of the RFQu. Please see Section 3 – “Instructions to Proposers” for instructions and Section 10 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer, Nate Rubel.

1. Attachment A - Rangeline Storage & Repump Station Record Drawings
2. Attachment B - JEA POE Water Quality Parameters
3. Attachment C - Prineville WTP POE Water Quality Parameters (2011-2025)
4. Attachment D - JEA RO Annual Well Analyses (2018 - Present)
5. Attachment E - Prineville RO Annual Well Analysis (2021 - Present)
6. Attachment F - Southwest Wellfield Program Floridan Aquifer Summary Report - May 2007
7. Attachment G - Sample Progressive Design-Build Agreement
8. Mandatory Documents - see requirements in Section 3 - "Instructions to Proposers," and the required attachments listed in Section 10 - "Vendor Submission Requirements and Attestations":
  - The Proposal Submittal (Proposer to provide), and
  - Proof that Consultant qualifies as a design criteria professional under section 287.055, Florida Statutes (Proposer to provide), and
  - Contractor’s General Information Worksheet, and
  - E-Verify Form, and
  - Non-Collusion Affidavit, and
  - Truth-in-Negotiation Form, and
  - Debarment Form (required with Federal Funding ( including All Grants), remove the form in Section 10 "Vendor Submission Requirements " if not used ), and
  - Lobbying Form (required with Federal Funding ( including All Grants), remove the form in Section 10 "Vendor Submission Requirements " if not used ), and
  - Trench Safety (required with Federal Funding ( including All Grants), remove the form in Section 10 "Vendor Submission Requirements " if not used ), and
  - Buy America Certification (required with Federal Funding ( including All Grants), remove the form in Section 10 "Vendor Submission Requirements " if not used ), and

- Copy of W-9 (Vendor to provide), and
- Copy of Certificate of Insurance (Vendor to provide), and.

**Electronic confirmation** for the following forms:

- Code of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification, and
- Compliance with 2 C.F.R. 200.318 through 200.326. (required with Federal Language)

\*\*All documents identified in this section as Mandatory must be uploaded or confirmed as part of the Proposer's response. Failure to provide the required completed documents will result in the Proposer being deemed Non-Responsive.

## 10. Vendor Submission Requirements and Attestations

### 10.1. Mandatory Forms

#### *Proposal Upload\**

\*Response required

#### *Proof that Consultant qualifies as a design criteria professional under section 287.055, Florida Statutes\**

\*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.

- [PSL- Consultant's General I...](#)
- [PSL- Consultant's General I...](#)

\*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-fil...](#)

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

*Debarment Form\**

Please download the below documents, complete, and upload.

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

\*Response required

*Lobbying Form\**

Please download the below documents, complete, and upload.

- [Lobbying\\_form-fillable.pdf](#)

\*Response required

*Trench Safety Act Compliance Statement\**

Please download the below documents, complete, and upload.

- [Trench\\_Safety\\_Act\\_Complianc...](#)

\*Response required

*Buy America Certificate of Compliance\**

Please download the below documents, complete, and upload.

- [BABA\\_Certificate\\_-\\_Construc...](#)
- [BABA\\_Certificate\\_-\\_Engineer...](#)

\*Response required

*Copy of W-9\**

\*Response required

*Copy of Certificate of Insurance\**

\*Response required

**10.2. Electronic Confirmation**

*Cone of Silence and Communication Document\**

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

### *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

***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

#### *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

#### *Vendor Scrutinized Companies List Certification\**

Sections [287.135](#) and [215.473](#), Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

[https://www.sbafla.com/media/mqodaonn/2024\\_12\\_17\\_-israel-scrutinized-companies-list-for-web.pdf](https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf)

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the

Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

Please confirm

\*Response required

*Compliance with 2 C.F.R. 200.318 through 200.326\**

The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

Please confirm

\*Response required

*I certify that I have read, understood, and agreed to the terms outlined in this solicitation, including all Addenda, Notices, and the Question & Answer section.*

*Furthermore, I confirm that I am authorized to submit this response on behalf of my company.\**

Please confirm

\*Response required

Request For Qualification (RFQu) #20250143

Title: Progressive Design-Build of the Rangeline Road Water Treatment Facility



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

ADDENDA REPORT

RFQu No. 20250143

Progressive Design-Build of the Rangeline Road Water Treatment Facility

RESPONSE DEADLINE: November 4, 2025 at 3:00 pm

Wednesday, April 29, 2026

Addenda Issued:

**Addendum #1**

Sep 25, 2025 8:29 AM

Rangeline Injection Well Location Map

Attachments:

· [Rangeline IW Location Change](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
PCL Construction	X	Nov 3, 2025 11:14 AM	Dixie Hammer
The Haskell Company	X	Nov 3, 2025 2:54 PM	Sidney Kintzing
Jacobs	X	Oct 28, 2025 12:21 PM	Dave Schoster
Wharton-Smith, Inc.	X	Nov 4, 2025 1:23 PM	Becky Titus
PC Construction Company	X	Oct 27, 2025 11:37 AM	Karyn Carstensen



## QUESTION & ANSWER REPORT

RFQu No. 20250143

### Progressive Design-Build of the Rangeline Road Water Treatment Facility

RESPONSE DEADLINE: November 4, 2025 at 3:00 pm

Wednesday, April 29, 2026

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. No subject

*Sep 16, 2025 10:30 AM*

**Question:** When in 2029 does the City want the full 10-MGD Rangeline WTP to be substantially completed?

*Sep 16, 2025 10:30 AM*

**Answered by Carlos Camacho:** December 2029

*Sep 23, 2025 11:21 AM*

### 2. No subject

*Sep 16, 2025 10:30 AM*

**Question:** Please provide the supply well construction and commissioning schedule the Design-Builder should assume. Please indicate when supply (wellfield and pipeline) can be assumed to be completed for the first 4 MGD and remaining 6 MGD.

*Sep 16, 2025 10:30 AM*

**Answered by Carlos Camacho:** The first two (2) Rangeline Upper Floridan Aquifer (UFA) supply wells and associated raw water main required to provide 4 MGD of potable water are currently estimated to be operational in May 2027. Five (5) UFA wells and associated raw water main are currently estimated to be operational in August 2028.

*Sep 23, 2025 11:21 AM*

### 3. No subject

*Sep 16, 2025 10:31 AM*

**Question:** Please provide the DIW construction and commissioning schedule the Design-Builder should assume. Please indicate when the Design-Builder can assume the first DIW and second DIW will be ready to accept concentrate disposal.

*Sep 16, 2025 10:31 AM*

**Answered by Carlos Camacho:** The Florida Department of Environmental Protection (FDEP) construction permit application has been submitted and is currently in review. Based upon an estimated issuance date, the first deep injection well (DIW) would be operational in January 2028 and the second DIW would be operational in September 2028.

*Sep 23, 2025 11:21 AM*

### 4. No subject

*Sep 16, 2025 10:31 AM*

**Question:** How long will the proposal review and shortlisting process take and when can we anticipate the interviews occurring (an approximate timeline would be helpful)?

*Sep 16, 2025 10:31 AM*

**Answered by Carlos Camacho:** Estimated Timeline Response Submission Deadline: November 4, 2025  
Potential Oral Presentations: December 2025  
Selection Notification: December 2025  
Award PDB Contract: June 2026 or sooner

*Sep 23, 2025 11:21 AM*

### 5. No subject

*Sep 16, 2025 10:31 AM*

**Question:** Can we use 11x17s for technical content, such as drawings in the approach section, as well as other sections beyond the organizational chart and schedule mentioned in the RFQ, and if so will they count as 1 or 2 pages?

*Sep 16, 2025 10:31 AM*

**Answered by Carlos Camacho:** Yes. 11x17s will constitute one (1) page for technical content, but not for portions that should otherwise be in writing.

*Sep 23, 2025 11:21 AM*

### 6. No subject

## QUESTION & ANSWER REPORT

RFQu No. 20250143

Progressive Design-Build of the Rangeline Road Water Treatment Facility

---

*Sep 16, 2025 10:32 AM*

**Question:** Of the 10 project descriptions we put forward, the RFQ states that 5 of them must have been completed within the past 10 years. Does this mean the remaining 5 projects can be ongoing (i.e. not completed)? Does it also mean that the remaining 5 projects can be completed more than 10 years ago?

*Sep 16, 2025 10:32 AM*

**Answered by Carlos Camacho:** A minimum of 5 reference projects must have been completed within the past 10 years. The remaining 5 can also be completed within the last 10 years, they can be ongoing projects, or they can be projects that were completed more than 10 years ago.

*Sep 23, 2025 11:21 AM*

## 7. No subject

*Sep 26, 2025 12:35 PM*

**Question:** Regarding the City's Estimated Timeline response in Q/A posted on September 16th, our team has identified scheduling conflicts during portions of December 2025. Would it be possible to specifically schedule any potential oral presentations during the week of December 15-19, 2025 (the third week of December)? This timeframe would ensure our key personnel are fully available to participate.

*Sep 26, 2025 12:35 PM*

**Answered by Nate Rubel:** The timeline provided is the City's best estimate of the evaluation and selection process at this moment. The presentations phase of the evaluation process is only for those Design-Build teams that have been shortlisted. It is premature to schedule the presentations at present since the shortlist has not yet been determined. Once the shortlist has been determined, conversations can be had with key stakeholders regarding the scheduling of the presentations and the participant's availability.

*Oct 13, 2025 10:41 AM*

## 8. Joint Venture Proposal Submittals

*Oct 2, 2025 11:52 AM*

**Question:** Is it okay for a member of the Joint Venture (JV) to submit on behalf of the JV?

*Oct 2, 2025 11:52 AM*

**Answered by Nate Rubel:** Yes, it is okay for a member of the JV to submit on behalf of the JV. If the Project Team is a JV, an authorized representative of each firm in the JV shall sign the cover letter.

*Oct 13, 2025 11:00 AM*

## 9. Extension

*Oct 14, 2025 12:21 PM*

## QUESTION & ANSWER REPORT

RFQu No. 20250143

Progressive Design-Build of the Rangeline Road Water Treatment Facility

---

**Question:** We respectfully request a two-week extension to the November 4, 2025 submission deadline. We understand the importance of maintaining the procurement schedule and are committed to submitting a high-quality proposal.

*Oct 14, 2025 12:21 PM*

**Answered by Nate Rubel:** Unfortunately, due to time constraints the submission deadline cannot be extended.

*Oct 16, 2025 11:19 AM*

### 10. Section 3.3

*Oct 14, 2025 12:22 PM*

**Question:** Section 3.3 of the RFQu states that "Submittals must be in a font no smaller than 11." Please confirm if figures and tables may use a minimum font size of 9 point if all narrative text remains at or above 11 point?

*Oct 14, 2025 12:22 PM*

**Answered by Nate Rubel:** Yes, this is acceptable. However, it is the proposer's responsibility to ensure the information remains legible. Submitting a proposal with illegible information may adversely affect the scores received from the evaluators.

*Oct 14, 2025 4:35 PM*

### 11. Forms 1.3A and 1.3B

*Oct 14, 2025 12:21 PM*

**Question:** Forms 1.3A and 1.3B appear nearly identical in content, please confirm which one you would like submitted.

*Oct 14, 2025 12:21 PM*

**Answered by Nate Rubel:** Please use the first form - "PSL-  
\_Consultant's\_General\_Information\_Worksheet.docx"

*Oct 14, 2025 3:50 PM*

### 12. Trench Safety

*Oct 14, 2025 12:23 PM*

**Question:** Please advise if the Trench Safety Act Compliance Statement is required to be filled out with this RFP response. Because this project is Progressive Design-Build and the design of the project is not completed we would be unable to provide an accurate dollar amount at this time. If this form is required, please advise if "To Be Determined" is an acceptable response for Part 2 of this form.

## QUESTION & ANSWER REPORT

RFQ No. 20250143

Progressive Design-Build of the Rangeline Road Water Treatment Facility

---

*Oct 14, 2025 12:23 PM*

**Answered by Nate Rubel:** "To Be Determined" is an acceptable response for Part 2 of the Trench Safety Act Compliance Statement Form. However, compliance costs shall be detailed as a separate line item in the awarded Contractor's final price proposal, in accordance with Florida Statutes §553.63."

*Oct 16, 2025 2:15 PM*

### 13. No subject

*Oct 15, 2025 11:05 AM*

**Question:** We request an increase of 10 pages to the page limit for Section 4 - Approach to Project Objectives. This additional space would allow us to fully address all RFQ requirements and provide a comprehensive response to the City's objectives.

*Oct 15, 2025 11:05 AM*

**Answered by Nate Rubel:** This is acceptable.

*Oct 16, 2025 11:16 AM*

### 14. FPL Coordination

*Oct 17, 2025 10:50 AM*

**Question:** What coordination has been completed with Florida Power & Light (FPL) regarding electrical power requirements for the Rangeline Road Water Treatment Facility?

*Oct 17, 2025 10:50 AM*

**Answered by Carlos Camacho:** None as yet.

*Oct 23, 2025 11:07 AM*

### 15. Target date

*Oct 17, 2025 10:51 AM*

**Question:** The RFQ indicates that the City intends to bring a minimum of 4 mgd online prior to full completion. Based on the City's RFI response that 10 mgd is required by Dec. 2029, could the City please confirm if there is a specific target date in which the initial 4 mgd capacity is expected to be operational?

*Oct 17, 2025 10:51 AM*

**Answered by Carlos Camacho:** No specific target at this time for the 4 mgd, but we are firm on the 10 mgd by December 2029.

*Oct 23, 2025 11:08 AM*

## 16. Section I, Insurance, Article 3

*Oct 17, 2025 10:51 AM*

**Question:** Section I, Insurance, Article 3 requires that the General Liability policy contain no exclusions for mold, silica, respirable dust, or bodily injury/property damage arising from heat, smoke, fumes, or hostile fire. Please confirm whether the presence of such exclusions in the General Liability policy would be acceptable, provided that these exposures are adequately covered under the Design-Builder's Pollution Liability policy?

*Oct 17, 2025 10:51 AM*

**Answered by Nate Rubel:** The City has no issues with the exclusions being covered under the Pollution Liability policy.

*Oct 24, 2025 11:38 AM*

## 17. Section I, Insurance, Article 3

*Oct 17, 2025 10:52 AM*

**Question:** Section I, Insurance, Article 3 requires the Design-Builder to provide General Liability Additional Insured endorsements ISO CG 20 37 and CG 20 10. Please confirm whether the December 2019 (12/19) editions of these endorsements are acceptable.

*Oct 17, 2025 10:52 AM*

**Answered by Nate Rubel:** The City will accept the December 2019 (12/19) version of the endorsements.

*Oct 24, 2025 11:38 AM*

## 18. Section I, Insurance Article 3

*Oct 17, 2025 10:52 AM*

**Question:** Section I, Insurance Article 3 requires that the Commercial General Liability, Business Automobile, and Pollution Liability policies be endorsed to name the City of Port St. Lucie—a municipality of the State of Florida—along with its officers, agents, and employees, as Additional Insureds. Could you please confirm whether broad, blanket Additional Insured endorsements are acceptable, provided they do not include any language that limits coverage solely to parties with direct contractual privity with the insured?

*Oct 17, 2025 10:52 AM*

**Answered by Nate Rubel:** The City will accept the blanket Additional Insured coverage. Please make sure to provide the endorsement page for review.

*Oct 24, 2025 11:38 AM*

### 19. Section I, Insurance Article 3

*Oct 17, 2025 10:59 AM*

**Question:** Section I, Insurance Article 3 requires that the General Liability, Automobile, and Pollution Liability policies be endorsed to provide the Owner with 30 days' written notice of any adverse changes, cancellation, or non-renewal of coverage. Given that insurers typically do not provide direct notice of adverse changes, please confirm whether it would be acceptable for the Design-Builder to assume responsibility for providing written notice to the Owner of any changes that may adversely affect coverage.

*Oct 17, 2025 10:59 AM*

**Answered by Nate Rubel:** The City will accept the written notice from the Owner of any adverse changes, however we will continue to require the 30-day cancellation notice.

*Oct 24, 2025 11:38 AM*

### 20. Section I, Insurance, Article 3

*Oct 17, 2025 11:00 AM*

**Question:** Section I, Insurance, Article 3 requires the Design-Builder to maintain Business Automobile Liability coverage with limits of not less than \$1,000,000 per accident. Please confirm whether a combined single limit (CSL) for bodily injury and property damage is acceptable to satisfy this requirement?

*Oct 17, 2025 11:00 AM*

**Answered by Nate Rubel:** The City will accept the combined single limit of \$1,000,000 per accident.

*Oct 24, 2025 11:38 AM*

### 21. Section I, Insurance, Item 7

*Oct 17, 2025 11:00 AM*

**Question:** Section I, Insurance, Item 7 of the Local Government Addendum requires the Design-Builder to maintain Builder's Risk insurance written on an "ALL Risk" form, covering 100% of the completed value of the project, and including coverage for a broad range of perils and soft costs. Builder's risk policies generally include sublimits for certain perils, particularly in higher hazard areas. Please confirm whether sublimits within the Builder's Risk policy are permissible, provided they do not reduce or exclude coverage for any of the required perils, soft costs, or other specified items outlined in the Agreement and Addendum.

*Oct 17, 2025 11:00 AM*

**Answered by Nate Rubel:** The City will accept the sublimits as long as they do not reduce or exclude coverage for any of the required perils, soft costs, or other specified items outline in the Agreement and Addendum.

QUESTION & ANSWER REPORT

RFQu No. 20250143

Progressive Design-Build of the Rangeline Road Water Treatment Facility

---

*Oct 24, 2025 11:38 AM*