



**City of Port St. Lucie**  
**Electronic Request for Proposals (“eRFP”)**  
**Event Name: 20240092**

**eRFP (Event) Number: Design Services for a 16” Force Main from Becker Road to connect  
at the Westport Wastewater Treatment Facility**

## **1. Introduction**

### **1.1. Purpose of Procurement**

Pursuant to the [Port St. Lucie City Ordinance 35.07](#), this electronic Request for Proposals (“eRFP”) is being issued to establish a contract with qualified Consultant(s) who will provide **Design Services for a 16” Force Main from Becker Road to connect at the Westport Wastewater Treatment Facility** to the City of Port St. Lucie (hereinafter, “City”) as further described in this eRFP. A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

### **1.2. Scope of Work**

The City of Port St. Lucie is seeking the professional services of individuals, firms, and legal entities capable of providing Design Services for a 16” Force Main from Becker Road to connect at the Westport Wastewater Treatment Facility.

It is the intent of the City to obtain the assistance of an experienced design engineer to both analyze and address the capacity needs of the City by providing engineering services in two phases. In Phase 1, the selected design engineer will analyze the existing conditions including the “Master Plan”, subsequent updates, Utility Systems Department GIS (“GIS”), and record drawings to determine whether the additional capacity of the proposed 16” Force Main is indeed enough to address the City’s needs as well as the best route for the proposed Force Main. In Phase 2, the selected design engineer will obtain survey and geotechnical information along the chosen route and, based on the gathered information, as well as the results of the technical analysis, will design a Force Main that meets or exceeds the needs of the.

## **BACKGROUND**

As per the 2005 Port St Lucie Water Delivery and Wastewater Collection Master Plan (“Master Plan”) and the subsequent 2012 update, the City will need to address growth by installing additional Force Main capacity from the SE portion of the City toward the Westport Wastewater Treatment Facility (“Westport”). Development in this area is now being routed through a 12” Force Main starting on Becker RD, then increasing to 16” as it travels under the Florida Turnpike, heads north on Darwin BLVD toward “Westport.” The analysis included in both the “Master Plan” and its subsequent update anticipates the need for an additional 16” Force Main, generally parallel to the existing one.

## **SIZE AND ROUTE ANALYSIS**

The selected design engineer shall review and analyze the available information including the existing pipelines, the “Master Plan,” the update as well as the planned developments in the collection area to determine whether the proposed size of the conceptual 16” Force Main is enough to meet the City’s needs for this Area. The City will provide all information pertaining to upcoming projects as well as any population projections useful to this task.

The selected design engineer shall additionally review all available aerial, topographic, property and utility maps within the subject as well as conduct surface reconnaissance field trips as needed to determine an alignment that conforms with the scope. Consideration shall be given to existing road

conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, two (2) potential routes shall be evaluated to determine the best apparent solution.

The proposed route shall include:

- The location of existing major underground infrastructure such as utility piping and stormwater drainage piping as shown in as-built drawings provided by CITY and available from the City of Port St. Lucie utility mapping CAD files. Any conflicts with existing pipe(s), power, cable, or other utilities; and any other construction related issues will be highlighted for discussion.
- The location of existing aboveground infrastructure such as buildings, pavement, concrete pads, driveways, signs, bus stops, traffic signals, etc. as provided by Design Engineer's survey.
- Identified areas of concern that will be evaluated using subsurface exploration during the site survey work.
- Type of construction (open-cut or trenchless techniques).
- Maintenance of Traffic concerns.

The result of the size and route analysis shall constitute the 30% design submittal.

## **PRELIMINARY DESIGN SERVICES**

### **Geotechnical Services**

- Perform subsurface explorations along the force main route necessary for the characterization of the existing subsurface conditions and development of preliminary design criteria for the proposed force main. For budgeting purposes, it is assumed that geotechnical borings will be required at maximum intervals of 1,500 ft. and to a depth of at least five (5) feet below the pipe invert and the drill pits. For budgeting purposes, all subsurface explorations are assumed to occur within the roadway right-of-way.
- Perform SPT borings.
- Perform classification tests on selected samplings obtained from the borings.
- Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
- Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of any proposed structures.
- Review site specifications and revise as appropriate for site-specific requirements.
- Sample Groundwater and analyze the data to comply with FDEP Generic Permit for Groundwater Discharge. The laboratory analyses shall be completed in accordance with FDEP's Standard Operating Procedures (SOPs) and performed by a State of Florida certified laboratory.
- Identify any areas of suspected soil and/or groundwater contamination. Address required mitigation for dewatering and pipeline installation in design and bid documents.

### **Topographical Survey & SUE**

- A topographic survey in accordance with current standards of ASCE 38-02 Quality Level B shall be performed, in addition to a boundary survey. The survey shall include both sides of roadways along the project route and shall include all utility locates within the project area.
- The Surveyor shall locate existing trees and determine the size and species of existing trees.
- The Surveyor shall prepare a final AutoCAD survey meeting the standards set by CITY and Engineer. Signed and sealed copies will be provided for documentation.
- The Surveyor shall provide sketches and legal descriptions for any easements needed as a result of the chosen route.
- Engineer shall provide the following survey information using a subconsultant field service:
  - A subsurface survey in accordance with current standards of ASCE 38-02 Quality Level A will be performed.
  - Subsurface exploration will be performed at the locations identified during the development of the force main route.

## **DESIGN AND PERMITTING SERVICES**

### **60% Design Submittal**

- Preparation of a final force main route showing force main location, potential utility conflicts, roadways, and demolition areas.
- Confirmation of the location of air release valves
- Coordination of any Roadway and Drainage replacement. No drainage design is included in this

scope of work.

- Compliance with the CITY Water and Wastewater Standard Specifications.
- The Design Engineer will provide a draft Technical Specifications package, including a measurement and payments section, to accompany the 60% Design Submittal.

#### **90% Design Submittal**

- The Engineer shall work with their sub-consultant to review any comments resulting from the 60% design review and provide a 90% Design Submittal. The Engineer shall meet with CITY to review the ninety percent (90%) Design and discuss comments. The documents submitted at the ninety percent (90%) level will be essentially a completed design, pending final QA/QC review.
- The 90% Design Submittal plan set will be used to obtain the required permits.
- The Engineer will create and provide an Engineer's Opinion of Probable Construction Cost ("EOPCC") based on 90% Design.

#### **Permitting Assistance**

##### **FDEP Force Main Permit Application:**

Permitting for force mains in Port St. Lucie greater than twelve (12) inches in diameter is administered by Florida Department of Environmental Protection (FDEP). Engineer shall prepare applications for permits as may be required and related to the facilities to be designed under this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting CITY in submitting the required permit applications. Engineer shall submit permit applications to CITY for review and meet with CITY as required (estimated to be one (1) meeting) to discuss CITY's review comments. The Engineer shall revise the applications as appropriate and submit them to the appropriate regulatory agencies for review. The Engineer shall also respond to Requests for Additional Information (RAI) per permit application.

#### **FINAL DESIGN, BIDDING ASSISTANCE**

- The Engineer shall prepare final design drawings showing all notations for the installation of the proposed force main based on comments at the ninety percent (90%) design review. Consultant shall incorporate CITY and Permitting comments as well as work with their sub-consultant for a final QA/QC of the Contract Drawings.
- A finalized Technical Specifications package, along with a measurement and payments sections, will be provided as part of this submittal.
- A finalized "EOPCC".
- Aside from providing the documents needed to create a Bid Package (100% Design Plans, Technical Specifications, EOPCC) from the previous submittal packages, the Engineer will attend the pre-bid meeting to represent the City and answer questions from potential bidders.
  - The Engineer will also be responsible for assisting City staff in answering written questions submitted to procurement staff during the bid process.

#### **SUMMARY OF DELIVERABLES**

##### **30% Design Submittal:**

- 30% Design in PDF and AutoCAD depicting the chosen pipeline size and route based on technical analysis by the Engineer, addressing concerns of the City.
- Design Progress Meeting

##### **60% Design Submittal**

- 60% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the results of the topographical survey, SUE, and geotechnical investigation.
- Draft Technical Specifications, including Measurement and Payments Section.

##### **90% Submittal**

- 90% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the comments provided by the City at the 60% Design Submittal stage.
- Draft EOPCC
- Permit Applications with all required documents to obtain.
- Design Progress Meeting

##### **100% Submittal**

- 100% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the comments provided by the City at the 90% Design Submittal stage as well as any comments

arising from the permitting agencies.

- Final Technical Specifications Package, including Measurement and Payments Section
- Final EOPCC
- All required permits.
- Bid Package ready for procurement.

### 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Consultant to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from Consultants for potential award. All qualified Consultants are invited to participate by submitting responses, as further defined below. After evaluating all Consultants' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by posting to the electronic platform, to include the names of all participating Consultants and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

**NOTE TO CONSULTANTS:** The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 4.5 – "Selection Award," of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

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

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders'/Offerors' Conference Location: City of Port St. Lucie 3 <sup>rd</sup> Floor, Suite 390, Building A 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Attendance is: not mandatory	August 2, 2024	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	August 8, 2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	August 13, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	August 26, 2024	As Published on DemandStar
Proposal Evaluation Completed (on or about)	TBD	N/A
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	As Published on DemandStar
Final Evaluation (on or about)	TBD	TBD
Negotiations with Identified Consultant(s) (on or about); discretionary process	TBD	TBD

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.

\*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

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

**Name: Keith Stewart, Contract Manager**

**Email: [Kstewart@cityofpsl.com](mailto:Kstewart@cityofpsl.com)**

#### **1.6. Definition of Terms**

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, “Consultant,” “Engineer,” or “Offeror”.)

City of Port St. Lucie “City” – the governmental entity identified in Section 1.1 – “Purpose of Procurement,” of this eRFP.

Immaterial Deviation - does not give the Contractor a substantial advantage over other contractors.

Material Deviation - gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

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

Proposer – an individual or organization who submits a proposal in response to a request for proposal (RFP).

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

Sourcing Platform - [DemandStar](#)

Any special terms or words which are not identified in the City’s eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Bidders/Consultants,” of this eRFP.

#### **1.7. Contract Term**

The initial term of the Contract(s) is for two hundred seventy (270) calendar days with the selected Consultants. In the event that the Contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Consultant(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Bidders/Consultant

This section contains general business requirements. By submitting a response, the Consultant 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 Consultant's submitted pricing.

By submitting a response to the eRFP, the Consultant is acknowledging that the Consultant:

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

### 2.1 General Information and Instructions

#### 2.1.1. Familiarity with Laws and Regulations

Responding Consultants 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 Consultant will in no way relieve them from Contract responsibility.

#### 2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted Consultant (or the eRFP is officially cancelled), Consultants are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the pre-Proposal Conference (if any), or as defined in this eRFP 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 Consultant violating this provision. Further information on this topic can be found on the Cone of Silence and eRFP Communication Document.

#### 2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 – "Official Issuing Officer," of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Consultants must submit questions by the deadline identified in the Schedule of Events for submitting questions. Consultants 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. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

#### 2.1.4. 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 1.4 – "Schedule of Events," of this eRFP. Unless indicated otherwise, attendance is not mandatory; although Consultants are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Consultant must attend the conference in its entirety to be considered eligible for Contract award. The Consultant 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 Consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

#### 2.1.5. The City's Right to Request Additional Information – Consultant's Responsibility

Prior to Contract award, the City must be assured that the selected Consultant 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 Consultant's ability to perform if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately ten (10) business days to submit the information requested.

#### **2.1.6. 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 eRFP will not be considered. Consultants' responses must be complete in all respects, as required in each section of this eRFP.

#### **2.1.7. 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 Consultant'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 of 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 eRFP**. A Consultant's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the eRFP requirements, which determination will be made by the City 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.

#### **2.1.8. The City's Right to Amend and/or Cancel the eRFP**

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eRFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eRFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. 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 eRFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Consultant submitted its response) unless expressly stated otherwise in the Consultant's response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 – "Public Announcement," of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time**

#### **2.1.9. Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Contractor 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 Consultant shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list 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 Consultant to submit an acceptable substitute without an increase in Bid price.

If apparent successful Consultant(s) declines to make any such substitution, City may award the Contract to the next acceptable Consultant(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 Consultant(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 Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Consultant under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

#### **2.1.10. Proposal of Additional Services**

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

#### **2.1.11. Protest Process**

Consultants should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this eRFP, Consultant affirms that it has read and understands Section 35.15.

#### **2.1.12. Costs for Preparing Responses**

Each Consultant'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 Consultant. The City will not provide reimbursement for such costs.

#### **2.1.13. 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 eRFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Consultant is hereby cautioned to NOT submit any documents that the Consultant 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: When information (financial or other information) submitted by a Consultant is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.



## 2.2. Submittal Instructions

### Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Consultants are encouraged to utilize the training materials identified in Section 2.2. of this eRFP to ensure the Consultant successfully submits a response to this eRFP.

#### 2.2.1. eRFP Released

The release of the eRFP is only communicated through the posting of this eRFP as an event in [DemandStar](#). This eRFP is being conducted through DemandStar an online, electronic tool, which allows a Consultant to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each Consultant interested in competing to win a Contract award must complete and submit a response to this eRFP using [DemandStar](#). Therefore, each Consultant MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this eRFP document.

#### 2.2.2. eRFP Review

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

#### 2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each questions and/or provide sufficient detail where requested for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files as specified in this eRFP.
5. 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 Consultant's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer 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 Consultant, the Consultant's response will be considered incomplete and disqualified from further consideration.
7. Please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the consultant as part of the technical proposal, the consultant should upload these additional materials as directed by the City.

#### 2.2.4. Submitting, Reviewing, Revising or Withdrawing a Submitted Response

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

1. **PROPOSAL SUBMISSION.** Upload in one file, the proposal response (Bid Reply) formatted as instructed in Section 2.2.5 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
  - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar 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 Consultant temporarily losing a connection to the Internet.
  - B. **Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. **REVIEW AND REVISE.** In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress. Once revisions are complete, the Consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

#### **2.2.5. Proposal Format / Evaluation Criteria**

##### **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 at the bottom of the page. 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 set forth herein.

Information provided shall take into account the Evaluation Criteria listed in Section 4.3 of this document.

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

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

##### **Title Page**

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

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

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

##### **Tab 1 – Firms Qualifications (Limit 2 pages)**

- A. Provide copies of all licenses, certifications or other documents required in order to enable the proposer to perform the work proposed.
- B. Include a brief history of the Proposer (years in business, annual volume of work over the past five (5) years, company ownership, officers, etc.)
- C. Include information regarding similar project experience the Proposer possesses that relates in complexity and/or scope to this project.
- D. Include up to five (5) projects that have been completed in the past five (5) years.
- E. Include associated qualifications/references for sub-consultants or subconsultants, if any, proposed.
- F. Include reference for each project described (contact name, email, phone, position on project).

**Tab 2 – Staff Qualification and Experience**

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked.
- C. Identify all subconsultants who will be used to carry out the work set forth in the Proposal.
- D. Describe the qualifications for employees of any such subconsultants.
- E. Include an organizational chart and/or workflow chart to identify each key role.

**Tab 3 – Methodology/Approach**

- A. Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).

**Tab 4 – Certified Minority Business Enterprise**

- A. Provide official certification documentation provided by the state.

**Tab 5 – Additional Required Proposal Submittal Forms**

Additional forms required to be completed with the submitted proposal can be found in Attachment

- C. Please attach additional sheets if necessary to provide all of the required information.

- Contractor's General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form

### 3. General Insurance

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

#### 3.1. Standard Insurance Requirements

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

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

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

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability 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 #20240092 – Design Services for a 16" Force Main from Becker Road to connect at the Westport Wastewater 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 Consultant shall be required, upon thirty (30) days written notice

by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.
6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language, "when required by written contract." If the Consultant, any independent consultant, and/or any 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 Consultant/independent consultant/subconsultant.

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

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

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

**Consultant must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Consultant's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

#### **4. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps:

##### **4.1. 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. Meets minimum qualifications.
3. Proposal is complete and contains all required document.

##### **4.2. Evaluation Proposal Factors**

If the Consultant's proposal passes the Administrative/Preliminary Review, the Consultant's proposal will be submitted to the Evaluation Team for evaluation.

###### **4.2.1 Review of Proposals**

Procurement Management will review each proposal in detail to determine its compliance with the eRFP 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 4.3 – "Evaluation Criteria," of this eRFP.

The Consultant will receive a total score at the conclusion of the evaluation of the eRFP Evaluation Factors.

##### **4.3. Evaluation Criteria**

The proposal will be scored in the following manner:

Category	Points
Firm's Qualification	Maximum 275 points
Staff Qualification & Experience	Maximum 325 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
<b>Total</b>	<b>Maximum 1000 points</b>

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

The objective of negotiations is to obtain the Consultant's best terms. PLEASE NOTE: NEGOTIATIONS ARE DESCRETIONARY; THEREFORE, THE CITY URGES THE CONSULTANT (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE CONSULTANT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

###### **4.4.1 Overview of Negotiations**

After the Evaluation Team has scored the Consultant's proposals, the City may elect to enter into negotiations with all Responsive and Responsible Consultants or only those Consultants identified by



the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Consultants included in the competitive range must have highly scored proposals. The City shall negotiate a Contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached and there are no qualified firms remaining or the eRFP has been cancelled.

#### **4.4.2 Negotiation Instructions**

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

##### **1. Negotiation Invitation**

Those Consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:

- a. The general purpose and scope of the negotiations;
- b. The anticipated schedule for the negotiations; and
- c. The procedures to be followed for negotiations

##### **2. Confirmation of Attendance**

Consultants who have been invited to participate in negotiations must confirm attendance.

#### **4.4.3 Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Consultants, (2) limit negotiations to those Consultants identified within the competitive range, or (3) limit negotiations to the number of Consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Consultants identified within the competitive range, the City will identify the competitive range by (1) ranking Consultants proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Consultants as determined by the Total Score.

#### **4.4.4 Negotiation Round Completion**

As part of each negotiation, the City may or may not engage in verbal discussions with the Consultants. However, whether or not the City engages in verbal discussions, any revisions the Consultant elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

#### **4.5. Selection Award**

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

#### **4.6 Site Visits, Samples, and Oral Presentation**

The City reserves the right to conduct site visits or to invite Consultants to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultants requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the Consultant's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Consultant'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 Consultant's name, eRFP number, and item number. Failure of Consultant to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

#### **4.7 Public Announcement**

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

### **5. Cost Proposal**

#### **5.1. Cost Proposal**

Each Consultant is required to submit a cost proposal as part of its response. By submitting a response, the Consultant agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period; and
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-Responsive and may not be considered for award; and
5. In the event there is discrepancy between the Consultant's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Consultant's pricing as quoted on the eRFP's provided cost worksheet, and (2) the Consultant's pricing as quoted by the Consultant in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Consultants must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
9. Consultant responses requiring prepayment and/or progress payment requirements may be determined non-Responsive unless otherwise permitted by the eRFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eRFP or Contract; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

#### **5.2. Cost Structure and Additional Instructions**

The City's intent is to structure the cost format in order to facilitate comparison among all Consultants and foster competition to obtain the best market pricing. Consequently, the City requires that each Consultant's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Consultant is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Consultant's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas,

and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download, review and complete the Cost Worksheet and then upload the Cost Worksheet per directions in DemandStar.

### **5.3 Payment by City's Visa Card Program**

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

## **6. Payment**

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

1. The City shall have not less than thirty (30) days to pay for any commodities.
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 Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant 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 Consultant 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.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: The Project Manager

## **7. Contract Terms and Conditions**

The Contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful Consultant's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from [DemandStar](#) (Attachment B – PSL Sample Contract). "The successful Consultant's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Consultant and any subsequent revisions to the awarded Consultant'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 eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Consultant to the eRFP requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Consultant's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Consultants should plan on all express requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Consultants. 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 Consultant acknowledges its acceptance of the eRFP specifications, and the Contract terms and conditions without change. If a Consultant takes exception to a Contract provision or Solicitation Requirement, the Consultant must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Consultant's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Consultant is selected for potential award, the Consultant 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 Consultant. The City reserves the right to proceed to discussions with the next best ranked Consultant.

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 Consultant. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Consultant 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 Consultant 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 Consultant attached hereto), the eRFP (including any subsequent addenda and written responses to Consultants' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

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

## **8. List of eRFP Attachments**

The following documents make up this eRFP. Please see Section 2.2.2 – "eRFP Review," for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

❖ PSL eRFP (this document)

### Project Related Attachments:

- Attachment A – Site Map
- Attachment B – PSL Sample Contract

### Attachment C – Required Forms

- Contractor's General Information Worksheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form

**\*\*Any documents indicated in this eRFP must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) may deem the Bidder as non-Responsive.**





**Westport Wastewater  
Treatment Facility**

**Darwin Blvd**

**16-in Force Main  
Conceptual Route**

**Becker Road**

**Tesoro Development**





**SAMPLE CONTRACT – DO NOT EXECUTE**  
**CITY OF PORT ST. LUCIE**  
**CONTRACT #20240092**

This CONTRACT executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and \_\_\_\_\_, Address & Telephone (XXX) XXX-XXXX, hereinafter called "Consultant," "Engineer," or "Proposer." City and Consultant may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I**  
**RECITALS**

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

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

**WHEREAS**, the City wishes to contract with a consultant to Design Services for a 16" Force Main from Backer Road to connect at the Westport Wastewater Treatment Facility, based on the terms and subject to the conditions contained herein; and

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

**WHEREAS**, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II**  
**NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

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



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

Consultant: TBD  
Email:

City Contract Administrator: Keith Stewart  
Procurement Contracting Officer II - Procurement Management Division  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Phone/Fax: 772-344-4068  
E-mail: [kstewart@cityofpsl.com](mailto:kstewart@cityofpsl.com)

City Project Manager: Carlos Camacho, PE  
Utility Systems Department  
1001 SE Prineville Street  
Port St. Lucie, FL 34983  
Telephone: 772-873-6419  
Email: [ccamacho@cityofpsl.com](mailto:ccamacho@cityofpsl.com)

### **SECTION III**

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

The specific work that the Consultant has agreed to perform pursuant to the Bid Specifications #20240092, Design Services for a 16" Force Main from Becker Road to connect at the Westport Wastewater Treatment Facility, including all Attachments, Addenda, and all other restrictions and requirements are incorporated by this reference.

As per the 2005 Port St Lucie Water Delivery and Wastewater Collection Master Plan ("Master Plan") and the subsequent 2012 update, the City will need to address growth by installing additional Force Main capacity from the SE portion of the City toward the Westport Wastewater Treatment Facility ("Westport"). Development in this area is now being routed through a 12" Force Main starting on Becker RD, then increasing to 16" as it travels under the Florida Turnpike, heads north on Darwin BLVD toward "Westport." The analysis included in both the "Master Plan" and its subsequent update anticipates the need for an additional 16" Force Main, generally parallel to the existing one.

#### **SIZE AND ROUTE ANALYSIS**

The Engineer shall review and analyze the available information including the existing pipelines, the "Master Plan," the update as well as the planned developments in the collection area to determine whether the proposed size of the conceptual 16" Force Main is enough to meet the City's needs for this Area. The City will provide all information pertaining to upcoming projects as well as any population projections useful to this task.

The Engineer shall additionally review all available aerial, topographic, property and utility maps within the subject as well as conduct surface reconnaissance field trips as needed to determine an alignment that

conforms with the scope. Consideration shall be given to existing road conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, two (2) potential routes shall be evaluated to determine the best apparent solution. The proposed route shall include:

- The location of existing major underground infrastructure such as utility piping and stormwater drainage piping as shown in as-built drawings provided by CITY and available from the City of Port St. Lucie utility mapping CAD files. Any conflicts with existing pipe(s), power, cable, or other utilities; and any other construction related issues will be highlighted for discussion.
- The location of existing aboveground infrastructure such as buildings, pavement, concrete pads, driveways, signs, bus stops, traffic signals, etc. as provided by Design Engineer's survey.
- Identified areas of concern that will be evaluated using subsurface exploration during the site survey work.
- Type of construction (open-cut or trenchless techniques).
- Maintenance of Traffic concerns.

The result of the size and route analysis shall constitute the 30% design submittal.

## **PRELIMINARY DESIGN SERVICES**

### **Geotechnical Services**

- Perform subsurface explorations along the force main route necessary for the characterization of the existing subsurface conditions and development of preliminary design criteria for the proposed force main. For budgeting purposes, it is assumed that geotechnical borings will be required at maximum intervals of 1,500 ft. and to a depth of at least five (5) feet below the pipe invert and the drill pits. For budgeting purposes, all subsurface explorations are assumed to occur within the roadway right-of-way.
- Perform SPT borings.
- Perform classification tests on selected samplings obtained from the borings.
- Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
- Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of any proposed structures.
- Review site specifications and revise as appropriate for site-specific requirements.
- Sample Groundwater and analyze the data to comply with FDEP Generic Permit for Groundwater Discharge. The laboratory analyses shall be completed in accordance with FDEP's Standard Operating Procedures (SOPs) and performed by a State of Florida certified laboratory.
- Identify any areas of suspected soil and/or groundwater contamination. Address required mitigation for dewatering and pipeline installation in design and bid documents.

### **Topographical Survey & SUE**

- A topographic survey in accordance with current standards of ASCE 38-02 Quality Level B shall be performed, in addition to a boundary survey. The survey shall include both sides of roadways along the project route and shall include all utility locates within the project area.
- The Surveyor shall locate existing trees and determine the size and species of existing trees.
- The Surveyor shall prepare a final AutoCAD survey meeting the standards set by CITY and Engineer. Signed and sealed copies will be provided for documentation.

- The Surveyor shall provide sketches and legal descriptions for any easements needed as a result of the chosen route.
- Engineer shall provide the following survey information using a subconsultant field service:
  - A subsurface survey in accordance with current standards of ASCE 38-02 Quality Level A will be performed.
  - Subsurface exploration will be performed at the locations identified during the development of the force main route.

## **DESIGN AND PERMITTING SERVICES**

### **60% Design Submittal**

- Preparation of a final force main route showing force main location, potential utility conflicts, roadways, and demolition areas.
- Confirmation of the location of air release valves
- Coordination of any Roadway and Drainage replacement. No drainage design is included in this scope of work.
- Compliance with the CITY Water and Wastewater Standard Specifications.
- The Design Engineer will provide a draft Technical Specifications package, including a measurement and payments sections, to accompany the 60% Design Submittal.

### **90% Design Submittal**

- The Engineer shall work with their sub-consultant to review any comments resulting from the 60% design review and provide a 90% Design Submittal. The Engineer shall meet with CITY to review the ninety percent (90%) Design and discuss comments. The documents submitted at the ninety percent (90%) level will be essentially a completed design, pending final QA/QC review.
- The 90% Design Submittal plan set will be used to obtain the required permits.
- The Engineer will create and provide an Engineer's Opinion of Probable Construction Cost ("EOPCC") based on 90% Design.

## **Permitting Assistance**

### **FDEP Force Main Permit Application:**

Permitting for force mains in Port St. Lucie greater than twelve (12) inches in diameter is administered by Florida Department of Environmental Protection (FDEP). Engineer shall prepare applications for permits as may be required and related to the facilities to be designed under this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting CITY in submitting the required permit applications. Engineer shall submit permit applications to CITY for review and meet with CITY as required (estimated to be one (1) meeting) to discuss CITY's review comments. The Engineer shall revise the applications as appropriate and submit them to the appropriate regulatory agencies for review. The Engineer shall also respond to Requests for Additional Information (RAI) per permit application.

## **FINAL DESIGN, BIDDING ASSISTANCE**

- The Engineer shall prepare final design drawings showing all notations for the installation of the proposed force main based on comments at the ninety percent (90%) design review. Consultant shall incorporate CITY and Permitting comments as well as work with their sub-consultant for a final QA/QC of the Contract Drawings.

- A finalized Technical Specifications package, along with a measurement and payments sections, will be provided as part of this submittal.
- A finalized "EOPCC".
- Aside from providing the documents needed to create a Bid Package (100% Design Plans, Technical Specifications, EOPCC) from the previous submittal packages, the Engineer will attend the pre-bid meeting to represent the City and answer questions from potential bidders.
  - The Engineer will also be responsible for assisting City staff in answering written questions submitted to procurement staff during the bid process.

### **SUMMARY OF DELIVERABLES**

#### **30% Design Submittal:**

- 30% Design in PDF and AutoCAD depicting the chosen pipeline size and route based on technical analysis by the Engineer, addressing concerns of the City.
- Design Progress Meeting

#### **60% Design Submittal**

- 60% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the results of the topographical survey, SUE, and geotechnical investigation.
- Draft Technical Specifications, including Measurement and Payments Section.

#### **90% Submittal**

- 90% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the comments provided by the City at the 60% Design Submittal stage.
- Draft EOPCC
- Permit Applications with all required documents to obtain.
- Design Progress Meeting

#### **100% Submittal**

- 100% Design in PDF and AutoCAD depicting the size and route of the proposed pipeline, considering the comments provided by the City at the 90% Design Submittal stage as well as any comments arising from the permitting agencies.
- Final Technical Specifications Package, including Measurement and Payments Section
- Final EOPCC
- All required permits.
- Bid Package ready for procurement.

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

The Contract Period start date will be \_\_\_\_\_ and will terminate two hundred seventy (270) calendar days thereafter on \_\_\_\_\_. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

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

## **SECTION V** **RENEWAL OPTION**

This section will not be utilized in this Contract.

## **SECTION VI** **COMPENSATION**

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

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

**Progress Payments** – Within twenty (20) business days, the City shall pay the Consultant, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at five percent (5%) from each progress payment.

**Acceptance and Final Payment** – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due the Consultant and will be paid to the Consultant within twenty (20) business days. Such final payment of the Consultant shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Consultant at that time.

Before issuance of final payment, the Consultant shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all Consultants, subconsultants, suppliers for materials, and sub-subconsultants are to be attached to the final invoice. In lieu of Final Release, the Contract may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

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

by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XVIII of the Contract.

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

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

All invoices are to be sent to the Project Manager.

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

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

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

## **SECTION VII** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

## **SECTION VIII** **CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Division



of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

## **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract. To that extent, Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

## **SECTION X** **SOVEREIGN IMMUNITY**

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

## **SECTION XI** **INSURANCE**

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its

immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability 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 #20240092 – Design Services for a 16" Force Main from Becker Road to connect at the Westport Wastewater 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 Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.
6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language, "when required by written contract." If the Consultant, any independent consultant, and/or any 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 Consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer,

or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

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

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

**Payment & Performance Bonds:** The Consultant shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida, shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Consultant shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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

## **SECTION XII** **ACTS OF GOD**

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

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

## **SECTION XIII** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

## **SECTION XIV** **COMPLIANCE WITH LAWS**

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

### **RECORDS**

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Consultant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

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

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

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

## **TRADE SECRETS**

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

liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

## **SECTION XV**

### **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Consultant certifies that it and those related entities of Consultant, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Consultant or any of those related entities of Consultant, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

## **SECTION XVI**

### **CONTRACT ADMINISTRATION**

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

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

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

**Performance by Industry Standards.** The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry.

This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

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

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

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

## **SECTION XVII** **ADDITIONAL REQUIREMENTS**

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

**Implied Warranty of Merchantability** – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

**Warranty and Guarantee** – All products furnished by the Consultant shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Consultant to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Consultant has received final payment.

**Miscellaneous Testing** – The Consultant must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Consultant if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Consultant from other remedies.

**City's Public Relations Image** – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the



Consultant involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

**Patent Fees, Royalties, and Licenses** – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

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

**Discrepancies** – If, in the course of performing work resulting from an award under this specification, the Consultant finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Consultant shall discontinue work on the subject area and inform the City of the discrepancy. The Consultant shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

**Permission to Use** – The Consultant shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Consultant.

**Contractual Relations** – The Consultant is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subconsultants of the Consultant.

**Labor and Equipment** – The Consultant shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Consultant shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Consultant to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

**Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

**Storage and Stockpiling** – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

**Florida Produced Lumber** – The Consultant agrees to comply with the provisions of section 255.20, Florida Statutes.

**Erosion and Sediment Control** – The Consultant is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

**Water Resources** – The Consultant shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Consultant shall be responsible for investigating and complying with all applicable Federal, State, and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

**Native Vegetation** – No native vegetation shall be removed without written authorization and prior approval by the City.

**Sanitary Conditions** – the Consultant shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

**Access to Work** - The Consultant shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the Work, and to all materials intended for use in the Work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

**Weather Days** – Weather days are defined as those which the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Consultant from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Consultant claims a weather day, no work shall be performed on that day.

**Exceptions to FDOT Standards** – If there is a conflict between FDOT Specifications and the City's Specifications, the City Specifications will supersede.

**Foreman or Superintendent and Workmen** – The Consultant shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Consultant shall provide competent, careful, and reliable workmen engaged on special work, or

skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Consultant shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

**Conflict of Interest** – It is prohibited as a conflict of interest for a Consultant to subcontract with a consultant to perform Consultant Quality Control when the consultant is under contract with the City to perform work on any project described in the Consultant's Contract with the City. Prior to approving a consultant for Consultant Quality Control, the Consultant shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

**Adjustments** – The Consultant shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Consultant shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

**Damages** – The Consultant shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Consultant that said work is, "substantially complete" and/or "accepted." The Consultant shall be responsible until said written notice is received to repair and make good at their expense any such damage.

**Damage to Property** – The Consultant shall preserve from damage all property along the line of work, or which is in the vicinity of, or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. whenever such property is damaged due to the activities of the Consultant, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Consultant, and at the Consultant's sole expense. The Consultant's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center  
6001 Executive Boulevard  
Rockville, MD 20852  
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie  
Engineering Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34184-5099 (772) 871-5175

## **SECTION XVIII**

### **INSPECTION AND CORRECTION OF DEFECTS**

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

**Authority** – The Consultant is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

**Repair or Replacement** – Should any defect appear during the warranty period, the Consultant shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect.

Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

## **SECTION XIX** **LICENSING**

Consultant warrants that he possesses all licenses and certifications necessary to perform required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

## **SECTION XX** **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Consultant shall erect and maintain all necessary safeguards for the protection of the Consultant's employees and subconsultants, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Consultant's employees, or subconsultant(s), or anyone directly or indirectly employed by said parties shall be remedied by the Consultant. The safety provisions of all applicable laws and building and construction codes shall be observed.

**Safety Data Sheets** – The Consultant shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Consultant in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Consultant shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

**Personal Protective Equipment (PPE)** – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

**Safety Precautions** - The Consultant shall erect and maintain all necessary safeguards for the protection of the Consultant's employees and subconsultants, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The



Consultant's employees shall wear company uniforms, safety vests, safety boots, and safety glasses. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Consultant's employees, or subconsultant(s), or anyone directly or indirectly employed by said parties shall be remedied by the Consultant and at the Consultant's sole expense.

**OSHA Compliance** – Consultant warrants that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

## **SECTION XXI** **ASSIGNMENT**

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

## **SECTION XXII** **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

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

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- VI. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

- VII. The Consultant furnished any statement, representation or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

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

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

**Termination for Convenience.** The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least sixty (60) days' prior written notice to Consultant. Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

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

**Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Consultant shall provide to the City one thousand (\$1,000.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Consultant hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Consultant and his sureties shall be jointly and severally liable to the City for the total amount thereof.

### **SECTION XXIII**

#### **LAW, VENUE, AND WAIVER OF JURY TRIAL**

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

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

#### **SECTION XXIV** **APPROPRIATION APPROVAL**

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

#### **SECTION XXV** **CONFLICT OF INTEREST**

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

#### **SECTION XXVI** **PROHIBITION AGAINST CONTINGENT FEES**

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

#### **SECTION XXVII** **ATTORNEY'S FEES**

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

#### **SECTION XXVIII** **CODE OF ETHICS**

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

#### **SECTION XXIX** **POLICY OF NON-DISCRIMINATION**

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

### **SECTION XXX** **SEVERABILITY**

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

### **SECTION XXXI** **AUDITS**

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

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

### **SECTION XXXII** **FORCE MAJEURE**

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

### **SECTION XXXIII** **ORDER OF PREFERENCE**

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

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

### **SECTION XXXIV** **CONSTRUCTION**

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

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

### **SECTION XXXV** **E-VERIFY**

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

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

#### **SECTION XXXVI** **NON-EXCLUSIVITY**

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

#### **SECTION XXXVII** **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

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



**SECTION XXXVIII**  
**COOPERATION WITH INSPECTOR GENERAL**

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

**SECTION XXXIX**  
**ENTIRE AGREEMENT**

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

*(Balance of page left intentionally blank)*

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

CITY OF PORT ST. LUCIE, FLORIDA

CONSULTANT

By: \_\_\_\_\_ By: \_\_\_\_\_  
Purchasing Agent Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

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

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

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

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

NOTARY SEAL/STAMP



### **NOTICE TO ALL PROPOSERS:**

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, 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 of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Michelle Fentress**, Issuing Officer, for the procurement of these services.*

*All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail [kstewart@cityofpsl.com](mailto:kstewart@cityofpsl.com). Please reference the Solicitation number on all correspondence to the City.*

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

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

*\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**E-BID #20240092**  
**CONTRACTOR'S CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") 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 Department 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:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

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

**CONSULTANT'S GENERAL INFORMATION WORK SHEET**  
**E-RFP #20240092**

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

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.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
(Location)

Name of Organization/Consultant: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? \_\_\_\_\_

2. Firm's name and main office address, telephone, and fax numbers

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\_\_\_\_\_

3. Contact person: \_\_\_\_\_ Email: \_\_\_\_\_

4. Firm's previous names (if any). \_\_\_\_\_

5. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

6. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:



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(N/A is not an acceptable answer - insert lines if needed)

7. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - insert lines if needed)

8. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

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(N/A is not an acceptable answer - insert lines if needed)

---

Signature

---

Title



**DRUG-FREE WORKPLACE FORM**  
**e-RFP #20240092**

**CEI Services for a 16" Force Main from Becker Road to connect at the Westport  
Wastewater Treatment Facility**

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

\_\_\_\_\_ does: (Name of Business)

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

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

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date



## E-Verify Form

### Supplier/Consultant acknowledges and agrees to the following:

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

**E-Verify Company Identification Number**

\_\_\_\_\_

**Date of Authorization**

\_\_\_\_\_

**Name of Contractor**

\_\_\_\_\_

**Name of Project**

\_\_\_\_\_

**Solicitation Number  
(If Applicable)**

\_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

**Solicitation#20240092**

**CEI Services for a 16" Force Main from Becker Road to connect  
to the Westport Wastewater Treatment Facility**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_



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

The foregoing instrument was acknowledged before me this *(Date)*\_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA       §  
COUNTY OF ST. LUCIE   §

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

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

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as CEI Services for a 16" Force Main from Becker Road to connect at the Westport Wastewater Treatment Facility, Contract #20240092.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
President

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
who has produced \_\_\_\_\_ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Name (typed or printed)

\_\_\_\_\_  
Title or Rank



## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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.

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature