



City of Port St. Lucie

20260167

GREEN RIVER PARKWAY TRAIL FROM WALTON ROAD TO MARTIN COUNTY LINE

RELEASE DATE: February 26, 2026

RESPONSE DEADLINE: April 9, 2026, 2:00 pm

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

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B - 20260167 Attachment B - Technical Specifications_2025-04-15

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1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Invitation for Bid (“IFB”) is being issued to establish a Contract with one or more qualified Contractors who will provide Green River Parkway Trail from Walton Road to Martin County Line to the City of Port St. Lucie (hereinafter, “City”) as further described in this IFB.

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

1.2. Overview of the IFB Process

The objective of the IFB is to select one (1) or more qualified Contractors (as defined by Section 1 – “Purpose of Procurement”) to provide the goods and/or services outlined in this IFB to the City. This IFB process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractors' responses received prior to the closing date of this IFB and resolution of any Contract exceptions, the preliminary results of the IFB process will be publicly announced, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1 – “Purpose of Procurement” and Section 9 – “Evaluation and Award,” for information concerning the number of Contract awards expected.

1.3. Schedule of Events

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

Release of IFB:	February 26, 2026
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Question Submission Deadline:	March 5, 2026, 5:00pm
Response Submission Deadline:	April 9, 2026, 2:00pm

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

1.4. Official Issuing Officer (Procuring Agent)

Robyn Holder, CPPB

C. 772-281-9284

rholder@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” “Vendor,” or “Offeror.”)
- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this IFB.
- 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 of all publicly sourced solicitations.
- 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/Electronic Bidding System – OpenGov.

Any special terms or words which are not identified in this IFB may be identified separately in one or more attachments to the IFB.

1.6. Contract Term

The Initial term of the contract(s) is for one hundred and eighty (180) calendar days from the execution date . There are no options to renew.

In the event that the Contract(s), if any, resulting from the award of this IFB 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 Contractor(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 IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

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

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

2. Scope of Work

2.1. Scope of Work

The City of Port St. Lucie aims to improve the network of pedestrian facilities throughout the city focusing on the safety of the citizens as the City's priority. Green River Parkway is a two-lane, two-way roadway which extends across Port St. Lucie's Sandhill Crossing Neighborhood. The asphalt trail parallel to Green River Parkway to the East is known as the Green River Parkway Trail and makes up a portion of Florida's Shared-Use Non-motorized (SUN) Trail. The City of Port St. Lucie proposes to make improvements to the trail by saw-cutting and repairing damaged portions of the existing trail, then resurfacing the existing trail using +/-3" of asphalt followed by a +/-1" asphalt overlay. This project includes all work associated with the proposed improvements including, but not limited to, earthwork, clearing and grubbing, sod installation, and any other accommodations needed to complete the project in accordance with the construction plans prepared by the City of Port St. Lucie Public Works Department.

a) Construction Plans, pages 1 - 24

b) Technical Specifications, pages 1 - 37

3. Instructions to Contractors

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

By submitting a response to the IFB, the Contractor is acknowledging that the Contractor:

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

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Contractors to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this IFB until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the IFB is officially canceled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this IFB, 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 Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and IFB Communication Document.

3.1.3 Submitting Questions

All questions concerning this IFB must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the IFB project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the

City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this IFB. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor 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 Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Contractor's Responsibility

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

3.1.6 Failing to Comply with Submission Instructions

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

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

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

Deviation from the IFB requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the IFB

The City reserves the right to amend this IFB. All revisions must be made in writing prior to the IFB closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this IFB will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the IFB known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the IFB (including any revisions/additions made in writing prior to the close of the IFB, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED IFB AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE IFB. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this IFB at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

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

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish

the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(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 Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

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

3.1.10 Proposal of Additional Services

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

3.1.11 Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this IFB, the Contractor certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

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

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this IFB, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

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

3.2.1 IFB Released

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

3.2.2 IFB Review

The IFB 20260167 consists of the following: this document, entitled "Green River Parkway Trail from Walton Road to Martin County Line," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

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

3.2.3 Preparing a Response

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

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail 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 using the corresponding section numbers of the IFB as specified by the City.
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 Contractor’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 formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Robyn Holder, 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 Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

3.2.4 Reviewing, Revising, or Withdrawing a Submitted Response

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

A. BID SUBMISSION. All bids shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

- Cost Work Sheet **will be completed through Cost Table in OpenGov - see Section 7 - Cost Table.**
- **Upload** files in the following order (Provided in Section 12-Vendor Submission Requirements and Attestations):

1. Mandatory Forms & Submittals:

1.1 Project Management Plan / Approach to the project. Include the number of personnel assigned to the project, and

1.2 Proposed Project Schedule, and

- 1.3 Contractor's General Information Worksheet, and
- 1.4 Trench Safety (required in Construction Projects), and
- 1.5 Buy America Certification (required with Federal Funding), and
- 1.6 Copy of W-9 (*Vendor to provide*), and
- 1.7 Copy of Certificate of Insurance (*Vendor to provide*), and
- 1.8 Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (*Vendor to provide*), and
- 1.9 Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (*Vendor to provide*).

2. Confirm electronically the following forms (Provided in Section 12-Vendor Submission Requirements and Attestations Section):

- 2.1 Cone of Silence and Communication Document, and
- 2.2 Contractor's Code of Ethics, and
- 2.3 Drug Free Workplace, and
- 2.4 Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- 2.5 Vendor Scrutinized Companies List Certification, and
- 2.6 The Contractor will comply with C.F.R. 200.318 through 200.326. (required with Federal Funding (including All Grants)

3. Mandatory FDOT Forms:

- 3.1 Form #575-060-13 - Non-Collusion Declaration & Compliance with 49 CFR § 29, and
- 3.2 Form #375-030-31 - Affidavit Regarding Labor & Services, and
- 3.3 Form #375-030-32 - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts, and
- 3.4 Form #375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, and
- 3.5 Form #375-030-34 - Disclosure of Lobbying Activities, and
- 3.6 Form #525-010-46 - LAP Certification of Current Capacity, and
- 3.7 Form #375-031-06 - E-Verify, and

3.8 Disadvantaged Business Enterprise ('DBE') Affirmative Action Plan

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

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

Add Item

4. General Insurance

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of 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, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

4.1. Indemnification/Hold Harmless

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

4.2. Workers' Compensation Insurance & Employer's Liability

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

4.3. Commercial General Liability Insurance

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

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

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors 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 include Green River Parkway Trail Construction Project - LAP Funded for Contract #20260167."** 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 Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

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

4.6. Waiver of Subrogation

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

4.7. Deductibles

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

4.8. Compliance

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language "when required by written contract". If the Contractor, independent contractor and/or subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/ independent contractor/subcontractor.

The Contractor 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 Contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.9. Pollution Insurance

Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4.10. Requirements for Insurance

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

5. Bonds and/or Letter of Credit, Permits

5.1. Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than 5% of the bid total made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) business days after the IFB Due Date as reflected above in the Schedule of Events. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Robyn Holder
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

5.2. Certification

Proposal Certification

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

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

understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

5.3. Payment and Performance Bonds

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

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

5.4. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

6. IFB Bid Factors

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

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

By submitting a bid, the Bidder acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. IFB Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in their response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

6.2. Contractor's General Information

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

6.3. Mandatory Requirements

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

1. Requirements in this IFB document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Cost Table.

3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

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

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this IFB. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

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

6.4. Additional Information

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

7. Cost Table

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Custom
1	0101-1	Mobilization	1	LS			
2	0101-1B	Pre-Construction Video	1	LS			
3	0102-1	Maintenance of Traffic	1	LS			
4	0104-10-3	Sediment Barrier	15,000	LF			
5	0104-15	Soli Tracking Prevention Device	1	EA			
6	0104-18	Inlet Protection System	2	EA			
7	0107-1	Litter Removal	10	AC			
8	0107-2	Mowing	7	AC			
9	0120-1	Regular Excavation	1,000	CY			
10	0120-6	Embankment	1,500	CY			
11	0327-70-5	Milling Existing Asphalt Pavement, 2" AVG Depth	6,200	SY			
12	0334-1-12	Superpave Asphalt Concrete, Traffic B	3,800	TN			
13	0570-1-2A	Performance Turf, Sod (Bahia)	24,000	SY			
14	ERO-1	Erosion & Sediment Control Plan	1	LS			
15	AB-1	Record Drawings	1	LS			
TOTAL							

8. Cost/Pricing

8.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing 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. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the IFB, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted in Cost Table, and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the IFB or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the IFB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
9. Unless expressly permitted by the IFB, responses containing provisions for late or interest charges cannot be awarded a Contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the IFB; and
11. Unless permitted by the IFB, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

8.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the IFB. Additional and/or alternative cost structures

will not be considered. Each Contractor 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 Contractor's response.

Enter all information directly into the Cost Table. 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.”

Complete the Cost Table, save and submit in the response section.

8.3. Payment by City's Visa Card Program

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

8.4. Payment

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

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

9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: The Project Manager.

9. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the IFB as described further in section "Public Award Announcement" of this IFB.

9.1. Administrative/Preliminary Review

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

1. Response was submitted by the deadline.
2. Response is complete and contains all required documents.

9.2. Best Value Analysis - See City Code of Ordinances, Section 35.12.

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

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

- The total cost of ownership of the products or services and their impact on the City's budget in future years.

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

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

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

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

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

9.3. Evaluating Bid Factors

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 6 - "IFB Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is Material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

9.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

9.5. Selection and Award - Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from all Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services to the City as contained

therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single Award

Any Contract award resulting from IFB will be made to the Lowest Responsive and Responsible Contractor that meet all required specifications and with whom the City has reached agreement on all Contract items and conditions.

9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Shall not apply to this solicitation.

9.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

9.8. Public Award Announcement

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

10. Contract Terms and Conditions

The Contract that the City expects to award as a result of this IFB will be based upon the IFB, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which terms and conditions can be downloaded from Attachments Section listed as **Attachment C – Sample Contract**. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the IFB requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this IFB. Contractors should plan on the Contract terms and conditions contained in this IFB being included in any award as a result of this IFB. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the IFB and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the IFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor 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 Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the IFB.

In the event the Contractor is selected for potential award, the Contractor will be required to enter 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 identified in the Schedule of Events. Failure to resolve any Contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

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 Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor 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 Contractor 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.

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

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 Contractor attached thereto), the IFB (including any subsequent addenda and written responses to Bidders' questions), and the Contractor'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 IFB.

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

11. List of IFB Documents

11.1. List of IFB Documents

The following documents make up this IFB. Please see Section 3 – “Instructions to Contractors” for instructions and Section 12 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Construction Plans
2. Attachment B - Technical Specifications
3. Attachment C - Sample Contract
4. Attachment D - Natural Resource Evaluation Report
5. Attachment E - Federal Required Contract Provisions
6. Attachment F - FHWA 1273
7. Attachment G - Davis Bacon Information
8. Attachment H - Federal Compliance with Required Contract Provisions
9. Attachment I - Whistleblower Poster
10. Attachment J - FDOT Grant Agreement
11. Mandatory Documents - see requirements in Section 3 - "Instructions to Contractors," and the required attachments listed in Section 12 - "Vendor Submission Requirements and Attestations":
 - Project Management Plan / Approach to the project, and
 - Proposed Project Schedule, and
 - Contractor’s General Information Worksheet, and
 - Trench Safety (required in Construction Projects), and
 - Buy America Certification, and
 - Copy of W-9 (Vendor to provide), and
 - Copy of Certificate of Insurance (Vendor to provide), and
 - Copy of your license(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida as a General Contractor (Vendor to provide), and

- Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (Vendor to provide).

Electronic confirmation for the following forms:

- Cone of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- Vendor Scrutinized Companies List Certification, and
- The Contractor will comply with C.F.R. 200.318 through 200.326.

Mandatory FDOT Forms:

- Form #575-060-13 - Non-Collusion Declaration & Compliance with 49 CFR § 29, and
- Form #375-030-31 - Affidavit Regarding Labor & Services, and
- Form #375-030-32 - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts, and
- Form #375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, and
- Form #375-030-34 - Disclosure of Lobbying Activities, and
- Form #525-010-46 - LAP Certification of Current Capacity, and
- Form #375-031-06 - E-Verify, and
- Disadvantaged Business Enterprise ('DBE') Affirmative Action Plan

****Any documents indicated in Section 6.3 - "Mandatory Requirements," of this IFB must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.**

12. Vendor Submission Requirements and Attestations

12.1. Mandatory Forms

*Project Management Plan / Approach to the project**

Project Management Plan / Approach to the project. Include the number of personnel assigned to the project.

*Response required

*Proposed Project Schedule**

Please upload proposed project schedule here.

*Response required

*Contractor's General Information Worksheet**

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

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

Please download the below documents, complete, and upload.

- [20260167_Contractor's_Gener...](#)

*Response required

Trench Safety Act Compliance Statement

Please download the below documents, complete, and upload.

- [Trench_Safety_Act_Complianc...](#)

*Buy America Certificate of Compliance **

Please download the below documents, complete, and upload.

- [BABA_Certificate_-_Construc...](#)

*Response required

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance **

*Response required

*Copy of Licenses or Certifications**

*Response required

*Copy of Bid Bond **

*Response required

12.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Contractor's Code of Ethics**

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

◆ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.

◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.

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

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

☐ Please confirm

*Response required

Drug Free Workplace*

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

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

☐ Please confirm

*Response required

Affidavit of Nongovernment Entity Anti-Human Trafficking Laws*

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

☐ Please confirm

*Response required

Vendor Scrutinized Companies List Certification*

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

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

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

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

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

☐ Please confirm

*Response required

12.3. Mandatory FDOT Forms

Form #575-060-13 - Non-Collusion Declaration & Compliance*

Please download the below documents, complete, and upload.

- [FDOT-575-060-13- Non-Collus...](#)

*Response required

Form #375-030-31 - Affidavit Regarding Labor & Services*

Please download the below documents, complete, and upload.

- [FDOT-375-030-31- Affidavit...](#)

*Response required

Form #375-030-32 - Certification Regarding Debarment, Suspension*

Please download the below documents, complete, and upload.

- [FDOT-375-030-32-Certificati...](#)

*Response required

Form #375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts*

Please download the below documents, complete, and upload.

- [FDOT-375-030-33-Certificati...](#)

*Response required

Form #375-030-34 - Disclosure of Lobbying Activities*

Please download the below documents, complete, and upload.

- [FDOT-375-030-34-Disclosure ...](#)

*Response required

Form #525-010-46 - LAP Certification of Current Capacity*

Please download the below documents, complete, and upload.

- [FDOT-525-010-46-LAP_Certifi...](#)

*Response required

Form #375-031-06 - E-Verify*

Please download the below documents, complete, and upload.

- [FDOT-375-031-06_-_E-Verify....](#)

*Response required

Disadvantaged Business Enterprise ('DBE') Affirmative Action Plan

Please download the below documents, complete, and upload, if applicable.

- [FDOT-Disadvantaged_Business...](#)

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

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

☐ Please confirm

*Response required

Invitation For Bid (IFB) #20260167

Title: Green River Parkway Trail from Walton Road to Martin County Line

CITY OF PORT ST. LUCIE
Solicitation Addendum Form

Solicitation Number: 20260167	Solicitation Title: Green River Parkway Trail from Walton Road to Martin County Line – LAP Funded
Issuing Officer: Robyn Holder, CPPB	Solicitation Initially Posted to Internet: 2/26/2026
eMail Address: rholder@cityofpsl.com	Telephone: 772-281-9284
Addendum Number: 1	Date: 3/24/2026

Contract Revisions:

The “Attachment C - Sample Contract” has been revised to “update language” or for “grant compliance”. The Sections are listed below:

Section 1 – update language
Section 2 – update language
Section 5 – update language
Section 10 – update language
Section 13 – grant compliance
Section 18 - update language
Section 19 – update language
Section 20 – update language and grant compliance
Section 24 – update language
Section 28 – update language and grant compliance
Section 35 – update language
Section 36 – update language
Section 37 – update language
Section 38 – update language
Section 39 – update language
Section 40 – update language
Section 40 – update language

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

CITY OF PORT ST. LUCIE Solicitation Addendum Form

Solicitation Number: 20260167	Solicitation Title: Green River Parkway Trail from Walton Road to Martin County Line
Issuing Officer: Robyn Holder, CPPB	Solicitation Initially Posted to Internet: 2/26/2026
eMail Address: rholder@cityofpsl.com	Telephone: 772-281-9284
Addendum Number: 2	Date: 3/24/2026

Questions:

1. **Question:** What is the Engineer's estimate?
Response: The Engineer's Total Construction Cost Estimate including required Contingency is \$1,078,293.01.
2. **Question:** Is there a Pre-Bid Meeting for this project?
Response: A Teams Meeting will be scheduled for Wednesday, March 25th at 2:00pm. The link will be provided in OpenGov.
3. **Question:** There are 2 pay items, 1 for Regular excavation and 1 for Embankment. What is this work? The plans show "Mill & Resurface". Also, you have sod item but do not show limits of sodding in the typical or the plans. Please advise.
Response: Page 4 of 24 shows proposed asphalt overlay after mill and resurface. ±4" of asphalt is to be overlayed after asphalt repairs (milling and resurfacing) are complete. With the excess elevation, re-grading and sodding will be needed to harmonize proposed overlay with existing ground.
4. **Question:** What is the bid date for this project?
Response: Per Addendum #1, the date has been extended to April 9, 2026, at 2:00pm.
5. **Question:** Can you please check the quantity given for Item 12, super pave asphalt of 3,800 tons.
Response: 3,800 Tons includes asphalt repair (milling and resurfacing) and asphalt overlay for the entire limits of the project. However, final quantities will be determined with a Pre-Construction inspection with the City and CEI. Therefore, this value is a "not to exceed" value and may be lowered prior to the start of construction.
6. **Question:** Is this a LAP Funded project?
Response: Yes, this is a LAP Funded Project.
7. **Question:** Is this project subject to the Davis Bacon Act or Davis Bacon Related Acts?

Response: Yes.

8. **Question:** Are there EEO requirements for subcontractors? If so, do the requirements vary by trade and contract value?

Response: See Section XXIX of the Sample Contract.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

CITY OF PORT ST. LUCIE
Solicitation Addendum Form

Solicitation Number: 20260167	Solicitation Title: Green River Parkway Trail from Walton Road to Martin County Line
Issuing Officer: Robyn Holder, CPPB	Solicitation Initially Posted to Internet: 2/26/2026
eMail Address: rholder@cityofpsl.com	Telephone: 772-281-9284
Addendum Number: 3	Date: 3/24/2026

Revisions:

1. Release of Lien Standard forms will not be required. FDOT Form #700-010-38 "Certification Disbursement of Previous Periodic Payment to Subcontractors" will be required with each pay application.

Notwithstanding the above, full Release of Lien documentation will be required as a condition of final payment and project closeout.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

CITY OF PORT ST. LUCIE Solicitation Addendum Form

Solicitation Number: 20260167	Solicitation Title: Green River Parkway Trail from Walton Road to Martin County Line
Issuing Officer: Robyn Holder, CPPB	Solicitation Initially Posted to Internet: 2/26/2026
eMail Address: rholder@cityofpsl.com	Telephone: 772-281-9284
Addendum Number: 4	Date: 3/24/2026

Bid Extension:

The date of the Bid Opening has been extended to **April 9, 2026 at 2:00pm**. The opening is processed through OpenGov. The Teams link to the meeting will be available on OpenGov.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/26330813379950?p=Rvu5UXVtYTwXEtM9UP>

Meeting ID: 263 308 133 799 50

Passcode: yw9Jj6f4

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 561-437-3554,,484779586#](#) United States, West Palm Beach

[Find a local number](#)

Phone conference ID: 484 779 586#

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

ADDENDUM #5
CITY OF PORT ST. LUCIE
GREEN RIVER PARKWAY TRAIL CONSTRUCTION PROJECT
PRE-BID AGENDA

Meeting Date: March 25, 2026 – 2:00PM

Location: Teams – Virtual Only

Subject: **Summary of the Pre-Bid Meeting Bid No. 20260167**

1. Meeting is being recorded
2. Introduction of key personnel
3. **Reminder:** Bid opening date has been extended to April 9, 2026, at 2:00pm. No bids will be accepted after this date and time.

All Bids are to be submitted electronically through OpenGov. No hard copies will be accepted.

5. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 10 days after the opening, the bid may not be considered.
 - Last date for written questions has passed. Questions answered here today will be posted as an Addendum.
 - **All Notices & Addenda must be acknowledged.**
Notice #1 - The Sample Contract has been revised to update language and grant compliance. The “Revised” Sample Contract was attached to this Notice. The “Revised” Sample Contract must be acknowledged by all bidders. This can be accomplished by listing all Notices & Addendums on the Contractor’s General Information & Questionnaire.
Notice #2 - The Release of Lien Standard forms will not be required with monthly pay applications. FDOT Form #700-010-38 "Certification Disbursement of Previous Periodic Payment to Subcontractors" will be required with each monthly pay application.
Addendum #1 – This Addendum lists all the sections of the Sample Contract that has been revised.
Addendum #2 – This Addendum answers various questions that have been asked to date.
Addendum #3 - Release of Lien Standard forms will not be required. FDOT Form #700-010-38 “Certification Disbursement of Previous Periodic Payment to Subcontractors” will be required with each pay application. Notwithstanding the

above, full Release of Lien documentation will be required as a condition of final payment and project closeout.

Addendum #4 – This Addendum was to schedule the Pre Bid Meeting with the link to a Teams meeting.

- Attachments for this Bid:
 - Attachment A – Construction Plans
 - Attachment B – Technical Specifications
 - Attachment C – Sample Contract (this was the original contract that has been replaced with the “Revised Sample Contract attached to Notice #1).
 - Attachment D - Natural Resource Evaluation Report
 - Attachment E – Federal Required Contract Provisions
 - Attachment F – FHWA 1273
 - Attachment G – Davis Bacon Requirements
 - Attachment H – Federal Compliance with Required Contract Provisions
 - Attachment I – Whistleblower Poster
 - Attachment J – Copy of the FDOT Grant Agreement
- 6. Turn over to: Everett Tourjee from Public Works for a brief overview of the project.
 - This project improves the City of Port St. Lucie’s network of pedestrian facilities. Green River Parkway is a two-lane, two-way roadway from Walton Road to the Martin County line. The asphalt trail parallel to Green River Parkway to the East is known as the Green River Parkway Trail and makes up a portion of Florida's Shared-Use Non-motorized (SUN) Trail. The City of Port St. Lucie proposes to make improvements to the trail by repairing damaged portions of the existing trail, then resurfacing the existing trail using +/-3" of asphalt followed by a +/-1" asphalt overlay. This project includes all work associated with the proposed improvements including, but not limited to, earthwork, clearing and grubbing, sod installation, and any other accommodations needed to complete the project in accordance with the construction plans.
 - There is a 24-page Construction Plan Set and a 37-page Technical Specifications document. This is a LAP project, and therefore all provisions required federally and by FDOT must be followed.
 - It’s important to note that a Natural Resources Evaluation was completed, and gopher tortoises were found on site. The removal of those tortoises will be completed by the City’s CEI contractor, however BMPs will need to be implemented throughout construction including holding 25-foot buffers from any remaining burrows.
 - Most of the work to be completed will be shoulder work within 15’ of the traveled way meaning that FDOT index 102-602 will be required. And this is a well-used trail. All City of Port St. Lucie requirements for sidewalk closures will be enforced. The City of Port St. Lucie’s Website, CityofPSL.com, has a page dedicated to road and sidewalk closures which includes a Closure Request Form. Lane and Shoulder Closure requests must be submitted a minimum of 2 business days prior to requested closures and be accompanied by a detailed site map of the work zone and surrounding affected areas. Road/Sidewalk Closure requests must be submitted a minimum of 14 days prior to requested closures and be accompanied by a detailed Maintenance of Traffic plan from FDOT’s Standard Plans. When traffic control requires detours, including sidewalk detours, the plan must be

accompanied by the certification of plans preparer. A copy of the approved closure request form must be onsite for the duration of any closure.

- An important note on repairing the existing asphalt: We have prepared to repair approximately 50% of the existing asphalt out there. That is extensive and unlikely to be needed. Therefore, the Milling and asphalt estimates are “do not exceed” values. Upon selecting a bidder, we will have an onsite meeting with the Contractor, the City, and CEI to go over the actual repairs that will be needed. Repairs do not necessarily need to be completed via milling and instead may be sawcut in portions if it makes more sense and is more cost effective.

7. Project Scope

The City of Port St. Lucie aims to improve the network of pedestrian facilities throughout the city focusing on the safety of the citizens as the City’s priority. Green River Parkway is a two-lane, two-way roadway which extends across Port St. Lucie’s Sandhill Crossing Neighborhood. The asphalt trail parallel to Green River Parkway to the east is known as the Green River Parkway Trail and makes up a portion of Florida’s Shared-Use Non-motorized (SUN) trail. The City of Port St. Lucie proposes to make improvements to the trail by saw-cutting and repairing damages portions of the existing trail, then resurfacing the existing trail using +/-3 inches of asphalt followed by a +/-1 inch of asphalt overlay. The Contract time is 180 calendar days with no option to review.

8. Contractor Questions/Comments:

1. Is this meeting mandatory? No, it is not mandatory.
2. Is milling the required method for repairs? Milling is not the required method for repairs. Upon selecting a bidder, we will have an onsite meeting with the Contractor, the City, and CEI to go over the actual repairs that will be needed. Repairs do not necessarily need to be completed via milling and instead may be sawcut in portions if it makes more sense and is more cost effective.
3. Who will be removing the tortoise? It’s important to note that a Natural Resources Evaluation was completed, and gopher tortoises were found on site. The removal of those tortoises will be completed by the City’s CEI contractor, however BMPs will need to be implemented throughout construction including holding 25-foot buffers from any remaining burrows.

9. The questions answered here today will be posted as an Addendum.

10. Meeting Adjourned at 2:20pm.

Attendees:

Robyn Holder, City of PSL
Oksana Savchenko, City of PSL
Everett Tourjee, City of PSL
Emily Seitter, City of PSL
Eric Sexauer, City of PSL

Jake Velardo, Environmental Land Development
Marina Brun, Timothy Rose Contracting
Alex, R & D Paving
Breanna Vasquez, City of PSL



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

QUESTION & ANSWER REPORT

IFB No. 20260167

Green River Parkway Trail from Walton Road to Martin County Line

RESPONSE DEADLINE: April 9, 2026 at 2:00 pm

Monday, August 3, 2026

Approved, Unanswered Questions

Approved, Answers Provided

1. Revised Engineer's Estimate - \$1,078,293.01 including required Contingency.

Feb 26, 2026 3:06 PM

Question: What is the engineer's estimate.

Feb 26, 2026 3:06 PM

Answered by Robyn Holder: \$800,000.00

Feb 26, 2026 11:21 PM

2. Pre Bid Meeting

Feb 27, 2026 8:41 AM

Question: Is there a pre bid meeting for this project?

Feb 27, 2026 8:41 AM

Answered by Robyn Holder: A Pre Bid Meeting has been scheduled for March 25, 2026 beginning at 2:00pm. A Teams link will be provided prior to the meeting. This is a virtual meeting only. Join Teams <https://teams.microsoft.com/meet/28474221803269?p=8aeNzUl2GO6Xr6S7Bu> Meeting ID: 284 742 218 032 69 Passcode: ZL9Li7FD _____ Dial in by phone +1 561-437-3554,,511745029# United States, West Palm Beach Find a local number Phone conference ID: 511 745 029#

Mar 19, 2026 10:50 AM

3. Reg Excavation and Embankment

Feb 27, 2026 10:18 AM

Question: There are 2 pay items 1 for Reg Excavation and one for Embankment. Where is this work? The plans show "Mill & Resurface" . Also you have a sod item put do not show limits of sodding in the typicals or the plans. Please advise.

Feb 27, 2026 10:18 AM

Answered by Robyn Holder: Page 4 of 24 shows proposed asphalt overlay after mill and resurface. $\pm 4"$ of asphalt is to be overlayed after asphalt repairs (milling and resurfacing) are complete. With the excess elevation, re-grading and sodding will be needed to harmonize proposed overlay with existing ground.

Mar 19, 2026 10:50 AM

4. Bid Date

Mar 2, 2026 10:05 AM

Question: Is the bid date for this project March 26th or March 31st?

Mar 2, 2026 10:05 AM

Answered by Robyn Holder: TBD. The date may change.

Mar 19, 2026 10:50 AM

5. No subject

Mar 2, 2026 7:58 PM

Question: Could you please check the quantity given for item 12, super pave asphalt of 3,800 tons

Mar 2, 2026 7:58 PM

Answered by Robyn Holder: 3,800 Tons includes asphalt repair (milling & resurfacing) and asphalt overlay for the entire limits of the project. However, final quantities will be determined with a Pre-Construction inspection with the City and CEI. Therefore, this value is a "not to exceed" value and may be lowered prior to the start of construction.

Mar 19, 2026 10:50 AM

6. No subject

Mar 5, 2026 4:43 PM

Question: Is this project a LAP?

Mar 5, 2026 4:43 PM

Answered by Robyn Holder: Yes, this is a LAP funded project.

QUESTION & ANSWER REPORT

IFB No. 20260167

Green River Parkway Trail from Walton Road to Martin County Line

Mar 19, 2026 10:50 AM

7. No subject

Mar 5, 2026 4:43 PM

Question: Is this project subject to the Davis Bacon Act or Davis Bacon Related Acts?

Mar 5, 2026 4:43 PM

Answered by Robyn Holder: Yes, Davis Bacon Wage Rates apply.

Mar 19, 2026 10:50 AM

8. No subject

Mar 5, 2026 4:48 PM

Question: Are there EEO requirements for subcontractors? If so do the requirements vary by trade and contract value?

Mar 5, 2026 4:48 PM

Answered by Robyn Holder: Refer to Section XXIX of the "Revised" Sample Contract.

Mar 19, 2026 10:50 AM