



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("eRFP") - CCNA

Event Name: Design & Permitting of the Western 30" & 24" Raw Water Main Projects

eRFP (Event) Number: 20210022

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified contractor who will provide **Design & Permitting of the Western 30" & 24" Raw Water Main Projects** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

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

1.2. eRFP Scope of Requested Commodities

This scope outlines **Engineering Services for preliminary design, final detailed design, surveying, permitting, bid phase services, CEI services, and easements for the Western 30" and 24" Raw Water Main Project from the JEA Water Treatment Plant in Port St. Lucie to Floridan Wells F-37, F-38, and F-39. The proposed 30" raw water main route starts at the JEA Water Treatment Plant. From there it will proceed west to the proposed locations for the future Wells F-37 and F-38. From F-38 to F-39 a proposed 24" raw water main is planned. The project includes approximately 9,000 linear feet of 30" main, 30" x 16" connection for the future wells, 30" connection at the JEA WTP, 30" bore under I-95 for 1,250 linear feet, 30" valves, approximately 4,100 linear feet of 24" main, 24" x 16" connection for the future wells, 24" valves, piping fittings, replacement of sidewalks, roads and restoration of sod, and all other necessary appurtenances.**

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified contractor to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from 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 eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by the [City Clerk's Office](#), to include 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 will make a single award; however, please refer to Section 6.5 "Selection and Award" of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc.).

1.4. Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the

schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders/Offerors' Conference Location: 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	As Published on DemandStar	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	February 24, 2021.	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	March 1, 2021.	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on DemandStar	As Published on DemandStar
Solicitation Opening Location: 121 SW Port St. Lucie Blvd.	March 12, 2021.	2:00pm
<u>Initial Evaluation Committee Meeting to Review Scored Proposals</u> 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	March 25, 2021.	1:30pm
<u>Validation Evaluation Committee Meeting and Presentations</u> 2195 SE Airoso Blvd, Port St. Lucie, FL 34984 (City of Port St. Lucie's Community Center) in the CEOC Room. Attendance is: Non-Mandatory BIDDERS WHO PLAN ON ATTENDING MUST RSVP AHEAD OF TIME TO ENSURE SOCIAL DISTANCING GUIDELINES ARE MET.	April 1, 2021.	1:30pm
Top Three Highest Scoring Contractors (Short List) Issued to City Council for Approval.	Estimated 5 Weeks after Closing	N/A
Finalize Contract Terms	Estimated 6 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	Estimated 8 Weeks after Closing be Published by City Clerk's Office	N/A
Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A

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

1.5. Official Issuing Officer (Procuring Agent)
Jason Bezak, CPPB
JBezak@CITYOFPSL.COM

1.6. Definition of Terms

Please review the following terms:

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

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

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

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

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

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

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

Sourcing Platform- [DemandStar](#)

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

1.7. Contract Term

Contract Period is for 480 calendar days from Notice to Proceed. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded 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 eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

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

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

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

2.1.1. General Information and Instructions

2.1.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

2.1.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors’ conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during

the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All 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. All questions about this eRFP must be submitted in the following format:

Company Name

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

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

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory; although 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.

2.1.5. 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 of 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 so notified and will be permitted approximately ten business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a 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 of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all**

elements and information requested in this eRFP. A 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 eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Contractors and Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time**

2.1.9. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this 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 this 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. City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

2.1.10. Proposal of Addition Services

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

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

2.1.12. 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.

2.1.13. Public Access to Procurement Records

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

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Contractors are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the contractor successfully submit a response to this eRFP.

2.2.1. eRFP Released

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

2.2.2. eRFP Review

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

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

2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.

2. Answer each 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 eRFP 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 format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

2.2.4. 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 DemandStar. Please take note of the following:

1. REVIEW AND REVISE. In the event the contractor desires to revise a previously submitted response, the contractor may revise the response. If the revisions cannot be completed in a single work session, the contractor should save its progress." Once revisions are complete, the contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
2. WITHDRAW. A contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. 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.

3. General Insurance, Bonding and Permit Requirements

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

3.1. Standard Insurance Requirements

Note: This will be modified based on subject matter of the service.

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

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, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by 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 sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, 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 for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent 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, and Professional Liability, 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 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, the contract name, and number shall be listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the 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.

4. Automobile Liability Insurance: The Contractor shall 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 Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto

Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

5. Professional Liability Insurance: Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided
6. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown 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 not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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.

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

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. 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 are provided.

3.2. Bonds and/or Letter of Credit

Bonds are not required.

3.3. 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. All permit fees shall be included in the contract amount and paid by the successful Contractor(s).

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this eRFP. Contractors are required to download, complete and then upload the Worksheets titled “Mandatory Response Worksheet”, “Mandatory Scored Requirement Worksheet”, and “Cone of Silence” Requirements found as attachments in the eRFP. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. 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. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the contractor’s technical proposal.

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 eRFP. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of 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 the appropriate worksheets.

4.2. Contractor General Information

Each contractor must complete all of the requested information in the electronic purchasing system entitled **Contractor’s General Information Worksheet** for inclusion with their solicitation response.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the contractor must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Contractor is both Responsible and Responsive.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the contractor must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all

requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled “Mandatory Scored” must be met by the contractor. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award” of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Information

As noted in Section 2.2.2 “eRFP Review”, please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the contractor as part of the technical proposal, the contractor should upload these additional materials as directed by the City.

5. Cost Proposal

5.1. Cost Proposal

This section shall follow the requirements as mandated in [287.055 \(5\), Florida Statutes](#), which means Cost Proposals are not required until after the Shortlist has been approved by City Council and the City proceeds to the Negotiation Phase of the process. In the event the highest scoring proposal for a service/project exceeds the City’s available funds, the City may negotiate an adjustment of the proposal price with the highest scoring proposer. By submitting a solicitation response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor’s unit price and extended price, the unit price shall govern;
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
7. Unless expressly permitted by the eRFP, 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
8. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
9. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

5.2 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, receive payment within several days instead of NET 30 terms.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), 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 eRFP as described further in Section 6.7 "Public Award Announcement" of this eRFP.

6.1. Administrative/Preliminary Review

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

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents

6.2. Evaluating Proposal Factors (Section 4)

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.3 "Scoring Criteria" of this eRFP.

The contractor will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

6.3. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	1,000 points
Total	N/A	1,000 points

6.4. Negotiations of Proposals

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

6.4.1. Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

6.4.2. Negotiation Instructions

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

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.

- 2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.

6.4.3. Competitive Range

If the City elects to negotiate pursuant to Section 6.4, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Score. The City shall negotiate a contract with the highest scored firm to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the second highest ranked firm. Should negotiations with the second highest ranked firm fail, the City shall terminate negotiations with the second highest ranked firm and shall begin negotiations with the third highest ranked firm. Should negotiations with the third highest ranked firm fail, the City shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with [287.055, Florida Statutes](#), until an agreement is reached.

6.4.4. Negotiation Round Completion

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

6.5. Selection and Award

The responsive and responsible contractor receiving the highest Total Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Cost information must not be discussed during the oral presentation of the contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, eRFP 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 eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7. Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Contractor(s) or Notice of Intent to Award by the [City Clerk's Office](#). The Notice of Intent to Award ("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 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful contractor's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor(s) and any subsequent revisions to the awarded contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor's objection or amendment in writing.

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

Exception to Contract

By submitting a proposal, each contractor acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change. If a contractor takes exception to a Contract Provision or Solicitation Requirement, 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 eRFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. 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 eRFP 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.

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 hereto), the RFP (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 eRFP.
- (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 this Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 30 days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded 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 eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 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.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to:
 - i. apnotifications@cityofpsl.com

9. List of eRFP Attachments

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

PSL eRFP (this document)

- A. Mandatory Response Worksheet from Section 4.3 of this eRFP- Must be uploaded to DemandStar.
- B. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP- Must be uploaded to DemandStar.
- C. General Requirements Document for Consulting Services (Attached)
- D. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- E. Location Map
- F. Cone of Silence and Communication Document (Mandatory Document)
- G. Drug Free Workplace Form (Mandatory Document)
- H. E-Verify Form (Mandatory Document)
- I. PSL Location Form (Mandatory Document)
- J. Non-Collusion Affidavit (Mandatory Document)
- K. Consultant Code of Ethics (Mandatory Document)
- L. Truth In Negotiation Certificate (Mandatory Document)
- M. Contractor General Information Worksheet (Mandatory Document)

Attachment A - Mandatory Questions

Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attachments ?	Attachment Name
Proposal Factors				
1	List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).		IF YES	
2	Complete and upload PSL Location Form		IF YES	
3	Is firm a minority business?		IF YES	
4	Is the firm incorporated? Yes--No If yes, in what state?		No	
5	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).		IF YES	
6	List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).		IF YES	
7	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?		IF YES	
8	Proposers are required to submit all licenses and certifications required to perform this project.		Yes	
9	Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.		Yes	
10	Complete and upload E-Verify Form		Yes	
11	Complete and upload Drug Free Workplace Form		Yes	
12	Complete and upload Consultant Code of Ethics		Yes	
13	Complete and upload Non-Collusion Affidavit		Yes	
14	Complete and upload Cone of Silence Form		Yes	
15	Complete and upload Truth-In Negotiation Form		Yes	
16	Submit W-9		Yes	
17	Upload and submit three (3) projects similar in size and scope to this Bid completed by your firm within the past five (5) years along with a brief description of the project, location of project, client name, client phone number, email, and value of contract.		Yes	
18	Complete and upload Mandatory Scored Questions		Yes	
19	Complete and upload Contractor General Information Worksheet.		Yes	

Attachment B - Mandatory Scored Questions

Mandatory Scored Questions

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments?	Attachment Name
1	<p><u>Please provide all documentation needed for Location.</u> <u>Proposer's Location</u> - Location shall mean a business which meets the following criteria: # of Miles from City Hall to Assigned Staff's Office location!! 0-60 Miles 61-80 Miles 81-100 Miles 101-120 Miles 121-140 Miles 140+ Miles</p>		Yes	
2	<p><u>Woman/Veteran/Minority Owned Business.</u> Does the Primary firm hold a Minority Business Certification by the Florida Department of Management Services, as described in section 8 of the document? If so, please attach.</p>		Yes	
3	<p><u>Executive summary.</u> This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services presented in the RFP.</p>		Yes	
4	<p><u>Project plan.</u> A project plan is a formal document designed to guide the control and execution of a project. A project plan is the key to a successful project and is the most important document that needs to be created when starting any business project. This should include any special concerns or accommodations needed for a successful project. The plan shall also include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach to the project.</p>		Yes	
5	<p>What does your firm anticipate being the most challenging part of this project?</p>		Yes	
6	<p>Provide a listing of firm's current contracts.</p>		Yes	
7	<p>Please complete and attach Form 330 part I and II for evaluation of qualifications & staff/personnel.</p>		Yes	
8	<p><u>Value-added services.</u> This term is used for non-core services, or, all services beyond the identified scope. Does the firm recommend any optional value-added services?</p>		Yes	
9	<p><u>Proposed Schedule.</u> Making adjustment for issues that may arise during this project, what is your proposed schedule for this project?</p> <p>This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the project. Also include quality assurance efforts for the data collection and analysis tasks, a process for ensuring that no individual respondents will be identified, and a project timeline. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule. *Final project schedule will be negotiated with awarded firm.</p>		Yes	

Attachment B - Mandatory Scored Questions

10	<p><u>Other Material.</u> Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple “yes” or “no” answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.</p>		Yes	
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CCNA eRFP # 20210022

Attachment C – General Requirements Document

Design & Permitting of the Western 30" & 24" Raw Water Main Projects

BACKGROUND

New water wells are required to provide additional capacity for the growing community of Port St. Lucie. New raw water mains will be constructed for the future Floridan wells in western Port St. Lucie.

INTENT

To address these needed pipelines, thirty (30) inch, twenty-four (24) inch, and twelve (12) inch raw mains from the future wells to the JEA Water Treatment Plant will be constructed. The proposed raw water mains will be routed through areas which will require careful consideration to minimize disruption to the private property and FPL Right-of-Ways.

Engineering Services include preliminary design, final detailed design, permitting, bid phase and construction phase services for the Western Raw Water Main Project. The proposed raw water main construction from the JEA Water Treatment Plant to the proposed future Floridan wells includes approximately 22,300 linear feet of 30-inch pipe, 15,300 linear feet of 24-inch pipe, and 5,300 linear feet of 12-inch pipe.

METHOD OF CONSTRUCTION

The methods of installation for the proposed raw water main shall be by any means necessary in accordance with the latest edition of the CITY Water & Sewer Standards Manual and as allowed by the Florida Department of Transportation (FDOT) and the City of Port St. Lucie Public Works Department. The project engineer should determine the most economical pipe routing and installation methods while remaining consistent with the CITY standards and specifications.

The installation route will require multiple roadway crossings, which include but are not limited to Glades Cutoff Road (St. Lucie County road) and Interstate I-95. There are existing electrical lines, poles and other related items within this route as well.

The raw water main should be installed within the existing or proposed CITY easements, and road or drainage right-of-ways. There may be water bodies adjacent to the route, but at this time, no impacts to the environmentally sensitive areas are anticipated. The need for any temporary construction or permanent easements should be evaluated early in the design process to allow time for acquisition. Any easement and right-of-way issues will be coordinated by the design team and addressed during the project design phase.

DESIGN APPROACH AND WORK PLAN

Proposer shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Proposer shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein. Consideration shall be given for cost effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the deliverables.

Proposer shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. As stated in the Section above, the "Share of Project Work" should be calculated using the man-hours indicated on the project schedule. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

Work plan shall be no more than five (5) pages in length, single sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than one (1) page in length, single sided, and on up to 11" x 17" sized paper.

Task 1 30% Conceptual Design

The conceptual design phase will lock the design basis prior to the development of construction documents. Consultant will finalize the detailed raw water main installation technique during this stage, and a preliminary engineering report will be developed to support permitting activities in accordance with the Florida Department of Environmental Protection.

Task 1.1 Pipeline Corridor Route Review/Evaluation

Consultant shall review all available aerial, topographic, property and utility maps within the raw water main corridor as well as conduct surface reconnaissance field trips as needed to determine a preliminary alignment that conforms with the scope. Consideration shall be given to existing road conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, three (3) potential routes shall be evaluated to determine the best apparent solution.

The proposed route shall include:

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

Task 1.2 Geotechnical Services

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

Task 1.3 Site Survey

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

Consultant shall provide the following survey information using a subcontractor field services:

- A subsurface survey in accordance with current standards of ASCE 38-02 Quality Level A will be performed.
- Subsurface exploration will be performed at the locations identified during the development of the raw water main route.

Task 1.4 60% Design

- Preparation of a final raw water main route showing raw water main location, potential utility conflicts, roadways, and demolition areas.
- Confirmation of the location of air release valves
- Coordination of any Roadway and Drainage replacement. No drainage design is included in this scope of work, but shall be repaired in accordance to FDOT and City of Port St. Lucie standards.
- Compliance with the CITY Water and Wastewater Standard Specifications and the CITY Water, Sewer and Reclaimed Water Design Guideline for water pipeline design.

Task 2 Permitting Assistance

Task 2.1 Florida Department of Transportation

- Consultant shall prepare and submit a permit application to Florida Department of Transportation (FDOT) for their review for the installation of a CITY raw water main in the FDOT right of way(s) along the proposed raw water main route. Consultant shall monitor the permit throughout the approval process. Consultant shall submit the permit application to FDOT for review and meet with FDOT as required (estimated to be three (3) meetings) to discuss FDOT's review comments. Included in these three (3) meetings will be a Pre-Application meeting. Consultant shall provide responses to three (3) Requests for Additional Information (RAI) and submit to CITY for review.
- Consultant shall meet with representatives of FDOT to discuss the objectives of the overall project and to clarify the level of permitting needed for the permit. Three (3) meetings have been estimated for budgeting purposes. Additional meetings and/or RAIs will not be paid by CITY.

Task 2.2 City of Port St. Lucie Excavation Permit

- The Consultant shall prepare and submit the required documents to the City of Port St. Lucie Utility Systems Department (PSLUSD) for obtaining an Excavation Permit. Consultant shall assist in gaining the City of Port St. Lucie Right-of-Way approval which will include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that meets the minimum erosion and sedimentation control measures required by the City of Port St. Lucie. Consultant shall submit the permit application to City of Port St. Lucie for review and meet with City of Port St. Lucie as required (estimated to be one meeting) to discuss City of Port St. Lucie's review comments. Consultant shall provide responses to Request for Additional Information (RAI) and submit to CITY for review.
- Consultant shall meet with representatives of City of Port St. Lucie to discuss the objectives of the overall project and to clarify the level of permitting needed for the permit. One (1) meeting has been estimated for budgeting purposes. Additional meetings and/or RAIs will not be entitled to compensation by the CITY.

Task 2.3 FDEP Raw Water Main Permit Application:

- Permitting for raw water mains in Port St. Lucie greater than twelve (12) inches in diameter is administered by Florida Department of Environmental Protection (FDEP). Consultant shall prepare applications for permits as may be required and related to the facilities to be designed under this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting CITY in submitting the required permit applications. Consultant shall submit permit applications to CITY for review and meet with CITY as required (estimated to be one (1) meeting) to discuss CITY's review comments. Consultant shall revise the applications as appropriate and submit to appropriate regulatory agencies for review. Consultant shall also respond to Request for Additional Information (RAI) per permit application. The permit applications to be submitted could include the following permits:
- Consultant shall prepare and submit permit applications to the FDEP for installation of the new raw water main for the 24-Inch Raw Water Main Project per FDEP Document No. 62621.300(4)(b). Consultant shall monitor the permit throughout the approval process. Consultant shall submit the permit application to CITY for review and meet with CITY as required (estimated to be one meeting). Consultant shall provide responses to Request for Additional Information (RAI). Consultant shall meet with representatives of the CITY to discuss the objectives of the overall project and to clarify the level of permitting needed for the permit. Additional meetings and/or RAIs will not be considered for compensation by the City.

Task 3 - Project Design Development Stage (30% to 90% Design)

Task 3.1 Preparation of Contract Documents

- The contract documents shall include detailed drawings, tables, charts, schedules, and other documentation as may be necessary for the bidding and construction of the raw water main extension. The plan and profile sheets will be developed at a plan view scale of 1" = 20'. This project will utilize CITY's standard technical specifications.
- In the progress of the final design task, it is anticipated that two reviews will occur – at the 90% and 100% levels of document completion. For each review, Consultant shall address CITY review comments for final approval by CITY. Upon approval, the revised documents will establish the design basis for the next milestone.

Ninety Percent (90%) Design Documents

- Consultant shall work with their sub-consultant to review any comments on the design. At this time Consultant shall meet with CITY to review the ninety percent (90%) Design and discuss comments. The documents submitted at the ninety percent (90%) level will be essentially complete pending final QA/QC review. The CITY will complete their review within two (2) weeks.

Task 4 – Final Design (90% to 100% Design)

Task 4.1 Finalize the Construction Documents

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

Task 5 - Easements

- The Consultant shall prepare and submit the required documents to the City of Port St. Lucie Utility Systems Department (PSLUSD) for obtaining easements that are to be obtained along the pipe route. There are three known property owners for which easements will be required:
 1. The property owner to the east of Interstate 95 is LTC Ranch Joint Venture.
 2. The property owner for LTC Ranch west of Interstate 95 is Midway Glades LLC.
 3. FPL has a Right-of-Way in portions of LTC Ranch as well as other property.
- Legal descriptions and sketches are required as well as the legal easement agreements.

Task 6 - Bidding Services and Support

- Response to Questions for Bidders – As deemed necessary Consultant may be required to assist with the preparation of addenda that will be issued as needed to provide clarification of the construction documents and respond to questions from bidders. CITY will be responsible for coordinating and issuance of all addenda. Consultant may be required to revise the 100 percent design documents to incorporate changes made in the addenda issued to bidders.
- Attend Pre-Bid Meeting – As deemed necessary If requested, Consultant will attend one (1) pre-bid meeting/site tour and assist CITY in responding to questions from bidders.

Task 7 – Construction Phase Services

- Prior to construction, the Consultant shall participate in a meeting with the public to explain the upcoming construction project and advise them of possible road detours. The Consultant shall also conduct a pre-construction meeting and prepare meeting minutes. Other services shall include processing shop drawings, observing construction, reviewing schedules, observing testing procedures, and performing substantial and final inspections. Inspection services will be required as requested by the City's Project Manager and as required to meet PSLUSD and other permitting agency certification requirements. The Consultant shall also respond to Requests For Information, issue design clarifications, and prepare change order requests. Additional services shall include review of the Contractor's Pay Requests. After the Consultant approves the Pay Request, it will be submitted to the City for payment. Final close-out services shall include punch-listing and final certifications.

Deliverables:

30% design documents due – within 60 days after NTP

- full size (24"X36") set, one (1) electronic (pdf) file, and one AutoCAD file of thirty percent (30%) Conceptual Design Drawings of the proposed raw water main route for the City's review and consideration. CITY will complete review within two weeks of submittal.
- Progress Meeting- Consultant will provide an agenda and meeting minutes summarizing the findings of the meetings to CITY.
- 30% Submittal Review Stage
- Project estimates

60% design documents due – within 60 calendar days after 30% submittal

- Design documents submittal
- Project estimates update

90% design documents due – within 45 calendar days after 60% submittal

- Submittal Review Stage. Consultant will provide an agenda and meeting minutes summarizing the findings of the meetings to CITY.
- Project estimates update
- Consultant shall provide CITY with three (3) full size (24"X36") sets, one (1) electronic (pdf) file, and one (1) AutoCAD file of ninety percent (90%) Design Drawings for their review and consideration.

100% Final design documents due – within 45 calendar days after 90% submittal

- Estimate and quantity takeoff will be included in the 100% Final Design/ Construction Bid submittal package.
- The Consultant shall provide electronic versions of the 2D drawings to CITY for bidding purposes.

Bidding Services and Support

- Consultant shall provide one (1) complete full-size (24"x36") signed and sealed set, three (3) reduced (11"X17") sets, and one (1) electronic (PDF and AutoCAD) set of construction drawings to CITY.

TIME OF PERFORMANCE

The Contract shall start _____ and will terminate _____, four hundred eighty (480) calendar days. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

PROPOSAL SUBMISSION

All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in four (4) files TOTAL. No hard copies will be accepted.

- A. Request Proposal Specifications, # 20210022 from Onvia, or via internet www.cityofpsl.com.
- B. Download the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTION and save to your hard drive. Enter information requested on EACH OF THE TWO (2) FORMS.
- C. Upload the MANDATORY QUESTIONS AND MANDATORY SCORED QUESTIONS FORMS IN EXCEL FORMAT ONLY. Please submit them as two (2) separate excel files. (File #1 and File #2.) All required attachments requested for the MANDATORY SCORED QUESTIONS shall be uploaded into File #4.
- D. Upload in one file Form 330 as a PDF. (File # 3)

- E. Upload in one file and in the following order: the proposal response formatted as instructed in Section 7 of this document, W-9, current Certificate of Insurance, license; then add the following documents: MANDATORY SCORED QUESTIONS attachments, Truth-In-Negotiation Certificate and Affidavit, E-verify, Drug Free Workplace Form, PSL Location Form, Cone of Silence Form, Consultant Code of Ethics, Non-Collusion Affidavit, Contractor General Information Worksheet onto DemandStar by the due date and time. (File # 4)
- F. Enter zero for the cost on DemandStar and select the Submit button at the bottom of the page to send the documents.

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

CITY OF PORT ST. LUCIE
ATTACHMENT D – SAMPLE CONTRACT
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONSULTANT’S RESPONSE)

This Contract is to procure a Design Engineer for Raw Water Mains to Wells F-37, 38 and 39, executed this _____ day of _____, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called “City”, and _____, hereinafter called “Consultant” or “Proposer”.

SECTION I
RECITALS

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

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

WHEREAS, the City wishes to contract with a Consultant to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

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

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

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

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

SECTION II
NOTICES

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

Consultant: _____
Title _____
E-Mail: _____

City Contract Administrator: Jason Bezak, CPPB
Procurement Agent II - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

772-344-4068 / FAX 772-871-7337
E-mail: JBezak@cityofpsl.com

City Project Manager: David Garland, P.E.
Civil Engineer
City of Port St. Lucie, Utility Systems Dept.
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 807-4414
Email: DGarland@cityofpsl.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

BACKGROUND

New water wells are required to provide additional capacity for the growing community of Port St. Lucie. New raw water mains will be constructed for the future Floridan wells in western Port St. Lucie.

INTENT

To address these needed pipelines, thirty (30) inch, twenty-four (24) inch, and twelve (12) inch raw mains from the future wells to the JEA Water Treatment Plant will be constructed. The proposed raw water mains will be routed through areas which will require careful consideration to minimize disruption to the private property and FPL Right-of-Ways.

Engineering Services include preliminary design, final detailed design, permitting, bid phase and construction phase services for the Western Raw Water Main Project. The proposed raw water main construction from the JEA Water Treatment Plant to the proposed future Floridan wells includes approximately 22,300 linear feet of 30-inch pipe, 15,300 linear feet of 24-inch pipe, and 5,300 linear feet of 12-inch pipe.

METHOD OF CONSTRUCTION

The methods of installation for the proposed raw water main shall be by any means necessary in accordance with the latest edition of the CITY Water & Sewer Standards Manual and as allowed by the Florida Department of Transportation (FDOT) and the City of Port St. Lucie Public Works Department. The project engineer should determine the most economical pipe routing and installation methods while remaining consistent with the CITY standards and specifications.

The installation route will require multiple roadway crossings, which include but are not limited to Glades Cutoff Road (St. Lucie County road) and Interstate I-95. There are existing electrical lines, poles and other related items within this route as well.

The raw water main should be installed within the existing or proposed CITY easements, and road or drainage right-of-ways. There may be water bodies adjacent to the route, but at this time, no impacts to the environmentally sensitive areas are anticipated. The need for any temporary construction or permanent easements should be evaluated early in the design process to allow time for acquisition. Any easement and right-of-way issues will be coordinated by the design team and addressed during the project design phase.

DESIGN APPROACH AND WORK PLAN

Proposer shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Proposer shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein. Consideration shall be given for cost effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the deliverables.

Proposer shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. As stated in the Section above, the "Share of Project Work" should be calculated using the man-hours indicated on the project schedule. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

Work plan shall be no more than five (5) pages in length, single sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than one (1) page in length, single sided, and on up to 11" x 17" sized paper.

Task 1 30% Conceptual Design

The conceptual design phase will lock the design basis prior to the development of construction documents. Consultant will finalize the detailed raw water main installation technique during this stage, and a preliminary engineering report will be developed to support permitting activities in accordance with the Florida Department of Environmental Protection.

Task 1.1 Pipeline Corridor Route Review/Evaluation

Consultant shall review all available aerial, topographic, property and utility maps within the raw water main corridor as well as conduct surface reconnaissance field trips as needed to determine a preliminary alignment that conforms with the scope. Consideration shall be given to existing road conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. Using this information as a base, three (3) potential routes shall be evaluated to determine the best apparent solution.

The proposed route shall include:

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

Task 1.2 Geotechnical Services

- Perform subsurface explorations along the raw water main route necessary for the characterization of the existing subsurface conditions and development of preliminary design criteria for the proposed

raw water main. For budgeting purposes, it is assumed that geotechnical borings will be required at maximum intervals of 1,500 ft. and to a depth of at least five (5) feet below the pipe invert and the drill pits. For budgeting purposes, all subsurface explorations are assumed to occur within the roadway right-of-way.

- Perform SPT borings.
- Perform classification tests on selected samplings obtained from the borings.
- Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
- Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of any proposed structures.
- Review site specifications and revise as appropriate for site-specific requirements.
- Sample Groundwater and analyze the data to comply with FDEP Generic Permit for Groundwater Discharge. The laboratory analyses shall be completed in accordance to FDEP's Standard Operating Procedures (SOPs) and performed by a State of Florida certified laboratory.
- Identify any areas of suspected soil and/or groundwater contamination. Address required mitigation for dewatering and pipeline installation in design and bid documents.

Task 1.3 Site Survey

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

Consultant shall provide the following survey information using a subcontractor field services:

- A subsurface survey in accordance with current standards of ASCE 38-02 Quality Level A will be performed.
- Subsurface exploration will be performed at the locations identified during the development of the raw water main route.

Task 1.4 60% Design

- Preparation of a final raw water main route showing raw water main location, potential utility conflicts, roadways, and demolition areas.
- Confirmation of the location of air release valves
- Coordination of any Roadway and Drainage replacement. No drainage design is included in this scope of work, but shall be repaired in accordance to FDOT and City of Port St. Lucie standards.
- Compliance with the CITY Water and Wastewater Standard Specifications and the CITY Water, Sewer and Reclaimed Water Design Guideline for water pipeline design.

Task 2 Permitting Assistance

Task 2.1 Florida Department of Transportation

- Consultant shall prepare and submit a permit application to Florida Department of Transportation (FDOT) for their review for the installation of a CITY raw water main in the FDOT right of way(s) along the proposed raw water main route. Consultant shall monitor the permit throughout the approval process. Consultant shall submit the permit application to FDOT for review and meet with FDOT as required (estimated to be three (3) meetings) to discuss FDOT's review comments. Included in these three (3) meetings will be a Pre-Application meeting. Consultant shall provide responses to three (3) Requests for Additional Information (RAI) and submit to CITY for review.
- Consultant shall meet with representatives of FDOT to discuss the objectives of the overall project and to clarify the level of permitting needed for the permit. Three (3) meetings have been estimated for budgeting purposes. Additional meetings and/or RAIs will not be paid by CITY.

Task 2.2 City of Port St. Lucie Excavation Permit

- The Consultant shall prepare and submit the required documents to the City of Port St. Lucie Utility Systems Department (PSLUSD) for obtaining an Excavation Permit. Consultant shall assist in gaining the City of Port St. Lucie Right-of-Way approval which will include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that meets the minimum erosion and sedimentation control measures required by the City of Port St. Lucie. Consultant shall submit the permit application to City of Port St. Lucie for review and meet with City of Port St. Lucie as required (estimated to be one meeting) to discuss City of Port St. Lucie's review comments. Consultant shall provide responses to Request for Additional Information (RAI) and submit to CITY for review.
- Consultant shall meet with representatives of City of Port St. Lucie to discuss the objectives of the overall project and to clarify the level of permitting needed for the permit. One (1) meeting has been estimated for budgeting purposes. Additional meetings and/or RAIs will not be entitled to compensation by the CITY.

Task 2.3 FDEP Raw Water Main Permit Application:

- Permitting for raw water mains in Port St. Lucie greater than twelve (12) inches in diameter is administered by Florida Department of Environmental Protection (FDEP). Consultant shall prepare applications for permits as may be required and related to the facilities to be designed under this Contract. Permit-related work shall include furnishing required reports, data, drawings, and other information requested; and assisting CITY in submitting the required permit applications. Consultant shall submit permit applications to CITY for review and meet with CITY as required (estimated to be one (1) meeting) to discuss CITY's review comments. Consultant shall revise the applications as appropriate and submit to appropriate regulatory agencies for review. Consultant shall also respond to Request for Additional Information (RAI) per permit application. The permit applications to be submitted could include the following permits:
- Consultant shall prepare and submit permit applications to the FDEP for installation of the new raw water main for the 24-Inch Raw Water Main Project per FDEP Document No. **62621.300(4)(b)**. Consultant shall monitor the permit throughout the approval process. Consultant shall submit the permit application to CITY for review and meet with CITY as required (estimated to be one meeting). Consultant shall provide responses to Request for Additional Information (RAI). Consultant shall meet with representatives of the CITY to discuss the objectives of the overall project and to clarify

the level of permitting needed for the permit. Additional meetings and/or RAIs will not be considered for compensation by the City.

Task 3 - Project Design Development Stage (30% to 90% Design)

Task 3.1 Preparation of Contract Documents

- The contract documents shall include detailed drawings, tables, charts, schedules, and other documentation as may be necessary for the bidding and construction of the raw water main extension. The plan and profile sheets will be developed at a plan view scale of 1" = 20'. This project will utilize CITY's standard technical specifications.
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Task 4 – Final Design (90% to 100% Design)

Task 4.1 Finalize the Construction Documents

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

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- The Consultant shall prepare and submit the required documents to the City of Port St. Lucie Utility Systems Department (PSLUSD) for obtaining easements that are to be obtained along the pipe route. There are three known property owners for which easements will be required:
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- Legal descriptions and sketches are required as well as the legal easement agreements.

Task 6 - Bidding Services and Support

- Response to Questions for Bidders – As deemed necessary Consultant may be required to assist with the preparation of addenda that will be issued as needed to provide clarification of the

construction documents and respond to questions from bidders. CITY will be responsible for coordinating and issuance of all addenda. Consultant may be required to revise the 100 percent design documents to incorporate changes made in the addenda issued to bidders.

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Task 7 – Construction Phase Services

- Prior to construction, the Consultant shall participate in a meeting with the public to explain the upcoming construction project and advise them of possible road detours. The Consultant shall also conduct a pre-construction meeting and prepare meeting minutes. Other services shall include processing shop drawings, observing construction, reviewing schedules, observing testing procedures, and performing substantial and final inspections. Inspection services will be required as requested by the City's Project Manager and as required to meet PSLUSD and other permitting agency certification requirements. The Consultant shall also respond to Requests For Information, issue design clarifications, and prepare change order requests. Additional services shall include review of the Contractor's Pay Requests. After the Consultant approves the Pay Request, it will be submitted to the City for payment. Final close-out services shall include punch-listing and final certifications.

Deliverables:

30% design documents due – within 60 days after NTP

- full size (24"X36") set, one (1) electronic (pdf) file, and one AutoCAD file of thirty percent (30%) Conceptual Design Drawings of the proposed raw water main route for the City's review and consideration. CITY will complete review within two weeks of submittal.
- Progress Meeting- Consultant will provide an agenda and meeting minutes summarizing the findings of the meetings to CITY.
- 30% Submittal Review Stage
- Project estimates

60% design documents due – within 60 calendar days after 30% submittal

- Design documents submittal
- Project estimates update

90% design documents due – within 45 calendar days after 60% submittal

- Submittal Review Stage. Consultant will provide an agenda and meeting minutes summarizing the findings of the meetings to CITY.
- Project estimates update
- Consultant shall provide CITY with three (3) full size (24"X36") sets, one (1) electronic (pdf) file, and one (1) AutoCAD file of ninety percent (90%) Design Drawings for their review and consideration.

100% Final design documents due – within 45 calendar days after 90% submittal

- Estimate and quantity takeoff will be included in the 100% Final Design/ Construction Bid submittal package.
- The Consultant shall provide electronic versions of the 2D drawings to CITY for bidding purposes.

Bidding Services and Support

- Consultant shall provide one (1) complete full-size (24"x36") signed and sealed set, three (3) reduced (11"x17") sets, and one (1) electronic (PDF and AutoCAD) set of construction drawings to CITY.

SECTION IV
TIME OF PERFORMANCE

The Contract shall start _____ and will terminate _____, four hundred eighty (480) calendar days. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION V
RENEWAL OPTION

N/A.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is on a time and materials basis per the fee schedule for a grand total of \$.

Payments will be disbursed in the following manner:

Engineer VISA Payment Procedures

1.An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC).Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes.

The Engineer will be provided this account number to process payments.

2.A purchase order to the Engineer for this project may not be issued.

3.The Engineer will send the Project Manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.

4.The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payments correct and payment by the City is authorized.

5.The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.

6.The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.

7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.

8. Procurement Management Department will balance statement and issue all dispute items.

9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

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

Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

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

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

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

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

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

A Visa Order Form constitutes as the Notice to Proceed.

SECTION VII **AUDITS**

The Consultant shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Consultant shall permit the City's authorized auditor or any

authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Consultant relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

SECTION VII **WORK CHANGES**

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

SECTION VIII **CONFORMANCE WITH PROPOSAL**

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

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

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

violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X SOVEREIGN IMMUNITY

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

SECTION XI INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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

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

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

Each occurrence	\$1,000,000
-----------------	-------------

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

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

Except as to Workers' Compensation and Employers' Liability, and Professional Liability, 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 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 the contract name and number shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to

enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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

SECTION XII ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant

changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

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

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

SECTION XIV **COMPLIANCE WITH LAWS**

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this

Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

SECTION XV SCRUTINIZED COMPANIES

[Section 287.135, Florida Statutes](#), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](#) https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes2019_01_29.pdf?ver=2019-01-29-130006-790.

SECTION XVI ADDITIONAL REQUIREMENTS

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

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

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

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

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

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time

that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

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

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

SECTION XVII **ASSIGNMENT**

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

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

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

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

Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified

in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Consultant

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

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

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

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

SECTION XX **APPROPRIATION APPROVAL**

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

SECTION XXI **TRUTH-IN-NEGOTIATIONS**

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

SECTION XXII **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the

conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

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

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

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

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXV
ATTORNEY'S FEES

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

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SEVERABILITY

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

**SECTION XXIX
ENTIRE AGREEMENT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

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

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

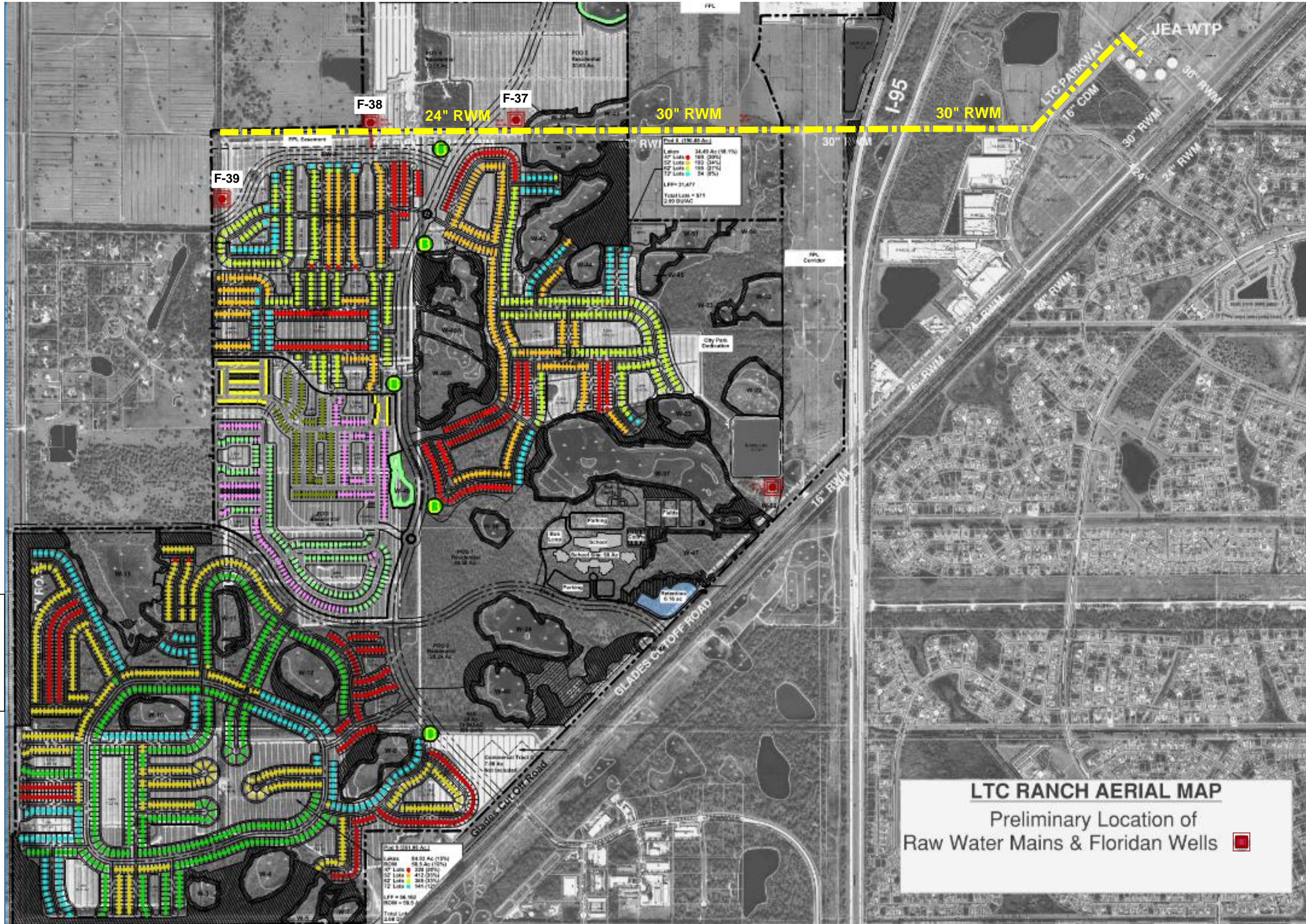
WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)



LTC RANCH AERIAL MAP
 Preliminary Location of
 Raw Water Mains & Floridan Wells ■



"A City for All Ages"

NOTICE TO ALL PROPOSERS:

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

All questions regarding this Solicitation are to be submitted in writing to Jason Bezak, Procurement Agent I with the Procurement Management Department via e-mail JBezak@cityofpsl.com, or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

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

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

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

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

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____

DRUG-FREE WORKPLACE FORM

eRFP # 20210022

Design & Permitting of the Western 30" & 24" Raw Water Main Projects

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

_____ does:

(Name of Business)

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

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

Bidder's Signature

Date:



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E-Verify Form
Attachment H - E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Solicitation Number (If Applicable) _____

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



SUPPLIER LOCATION CERTIFICATION
Attachment I - PSL Location Form

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

- a) How far is the Supplier's fixed office or distribution point located from [City Hall](#); and
- b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name:	
Current Local Address:	Phone:
Length of time at this address:	Fax:
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation.	
Length of time at this address:	
Home Office Address:	Phone:
Length of time at this address:	Fax:

(Signed) _____

(Title) _____

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

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

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

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

Notary (print & sign name)

Commission No. _____



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NON-COLLUSION AFFIDAVIT

**Solicitation # 20210022
Design & Permitting of the Western 30" & 24" Raw Water
Main Projects**

State of _____

County of _____ }

_____, being first duly sworn, disposes and says that:

(Name/s)

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____



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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____



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eRFP #20210022

ATTACHMENT K - CONSULTANT'S CODE OF ETHICS

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

- ◆ A Consultant's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Consultant will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant 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.
- ◆ Consultant 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, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultant must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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



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TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation# _____

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Port St. Lucie, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Firm

President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by _____ who is personally known to me. WITNESS my hand and official seal in the _____, _____ last aforesaid this ___ day of _____, 20__.

(SEAL)

Signature

Notary Name (typed or printed)

Notary Name (signed)



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CONTRACTOR'S QUESTIONNAIRE
eRFP # 20210022

Solicitation Name: Design & Permitting of the Western 30" & 24" Raw Water Main Projects

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Contractors 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 Consultant.

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

1. ORGANIZATIONAL PROFILE- COMPANY NAME:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NO.

CONTACT PERSON

E-MAIL :

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

2. **COMPLETION OF FORM** - An authorized representative of the firm offering this Proposal must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Contractor. The City reserves the right to hold proposals for a period not to exceed one hundred twenty (120) calendar days after the date of the proposal opening stated in the Invitation to Proposal before awarding the Contract. Contract award constitutes the date that City issues an executed Purchase Order.
3. **CONTRACT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.
4. **AGREEMENT** - Contractor agrees to comply with all requirements stated in the specifications for this RFP.

CERTIFICATION:

This RFP is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this solicitation



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response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The Contractor understands that information contained in this Solicitation Reply will be relied upon by City in awarding the proposed Contract and such information is warranted by the proposer to be true. The undersigned Contractor agrees to furnish such additional information, prior to acceptance of any solicitation relating to the qualifications of the proposer, as may be required by the City.

I certify that the information and responses provided on this Solicitation are true, accurate and complete. The City may contact any entity or reference listed in this Proposal. Each entity or reference may make any information concerning the Contractor available to the City.

I agree to abide by all conditions of this RFP:

Signature Title

If a corporation renders this Proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Proposal shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Print name

Print Name of Firm

By: _____
(General Partner)

Print name

If Corporation:

Print Name of Corporation

If Individual:

Signature

By: _____
(President)

Print Name

Attest: _____
(Secretary)

Addendum # 1
eRFP # 20210022
Design & Permitting of the Western 30" & 24" Raw Water Main Projects
March 4, 2021

Please make the following changes/modifications to the subject solicitation:

CLARIFICATION:

Please see the revisions below, the revisions below supersede and replace the specifications stated on Page 1 of "Attachment C - General Requirement's Document for Design and Permitting of the Western 30 & 24 Raw Water Main Projects"

BACKGROUND

New water wells are required to provide additional capacity for the growing community of Port St. Lucie. New raw water mains will be constructed for the future Floridan wells in western Port St. Lucie.

INTENT

To address these needed pipelines, thirty (30) inch, twenty-four (24) inch, and ~~twelve~~ **sixteen** (~~12~~ **16**) inch raw mains from the future wells to the JEA Water Treatment Plant will be constructed. The proposed raw water mains will be routed through areas which will require careful consideration to minimize disruption to the private property and FPL Right-of-Ways.

Engineering Services include preliminary design, final detailed design, permitting, bid phase and construction phase services for the Western Raw Water Main Project. The proposed raw water main construction from the JEA Water Treatment Plant to the proposed future Floridan wells includes approximately ~~22,300~~ **8,800** linear feet of 30-inch pipe, ~~45,300~~ **4,100** linear feet of 24-inch pipe, and ~~5,300~~ **1,200** linear feet of ~~12~~ **16**-inch pipe.

METHOD OF CONSTRUCTION

The methods of installation for the proposed raw water main shall be by any means necessary in accordance with the latest edition of the CITY Water & Sewer Standards Manual and as allowed by the Florida Department of Transportation (FDOT) and the City of Port St. Lucie Public Works Department. The project engineer should determine the most economical pipe routing and installation methods while remaining consistent with the CITY standards and specifications.

The installation route will require multiple roadway crossings, which include but are not limited to Glades Cutoff Road (St. Lucie County road) and Interstate I-95. There are existing electrical lines, poles and other related items within this route as well.

The raw water main should be installed within the existing or proposed CITY easements, and road or drainage right-of-ways. There may be water bodies adjacent to the route, but at this time, no impacts to the environmentally sensitive areas are anticipated. The need for any temporary construction or permanent easements should be evaluated early in the design process to allow time for acquisition. Any easement and right-of-way issues will be coordinated by the design team and addressed during the project design phase.

Notice # 1
eRFP # 20210022
Design & Permitting of the Western 30" & 24" Raw Water Main Projects
March 22, 2021

Please make the following changes/modifications to the subject solicitation:

❖ THE FOLLOWING MEETINGS HAVE BEEN RESCHEDULED TO THE NEW DATES IN RED. THE MEETING LOCATION REMAINS THE SAME.

Evaluation Committee Meeting Phase 1 for eRFP # 20210018
Design & Permitting of the Western 30" & 24" Raw Water Main Projects
Start Date & Time: ~~March 15, 2021 @ 1:30pm~~ **March 31st, 2021 @ 1:30pm**
Location: CEOC Room - Community Center - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984

Evaluation Committee Meeting Phase 2 for eRFP # 20210018
Design & Permitting of the Western 30" & 24" Raw Water Main Projects
Start Date & Time: ~~March 18, 2021 @ 1:30pm~~ **April 7th, 2021 @ 1:30pm**
Location: CEOC Room - Community Center - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984

Notice # 2
eRFP # 20210022
Design & Permitting of the Western 30" & 24" Raw Water Main Projects
March 31, 2021

Please make the following changes/modifications to the subject solicitation:

**❖ THE FOLLOWING MEETING HAS BEEN RESCHEDULED TO THE NEW DATE
IN RED. THE MEETING LOCATION REMAINS THE SAME.**

Evaluation Committee Meeting Phase 2 for eRFP # 20210022

Design & Permitting of the Western 30" & 24" Raw Water Main Projects

Start Date & Time: ~~April 7, 2021 @ 1:30pm~~ **April 13th, 2021 @ 1:30pm**

Location: CEOC Room - Community Center - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984



Notice # 3
Issued Date: April 6, 2021
eRFP # 20210022
Electronic Request for Proposals (eRFP) for
Design & Permitting of the Western 30" & 24" Raw Water Main Projects

Instructions to Proposers

The City of Port Saint Lucie has scheduled a Questions and Answers Meeting for **April 13, 2021 starting @ 1:30 PM EST.**

The firms are scheduled to present as follows:

- 1:30 PM CAPTEC ENGINEERING, INC.**
- 2:00 PM CULPEPPER & TERPENING, INC.**
- 2:30 PM KIMLEY-HORN AND ASSOCIATES, INC.**

The format will be a 20-minute time period to allow committee members to ask clarifying questions based on the firm's written responses already supplied by the firms from the firm's submittal and Q&A questionnaire.

The following format will be observed:

Up to 20-minutes for the Q&A clarifying session. This is a conversation between the committee and the firm to gain a better understanding and more insight into the firm's qualifications and fitness for the project based on the firm's submittal and the Q&A answers previously supplied to the committee and any follow up questions the committee may have based on the Mandatory Scored Question Criteria.

Visuals in the format that the firm chooses is also permitted. Please limit the firm's presentation team to **no more than three team members IN-PERSON.**



**Notice # 4
April 6, 2021
eRFP # 20210022**

Design & Permitting of the Western 30" & 24" Raw Water Main Projects

Instructions to Proposers

Please email the answers to the questions below to Jason Bezak at JBezak@cityofpsl.com on or before **April 8, 2021 by 11 AM EST.**

1. FPL – Discuss your recent experience in the last 5 years with FPL for construction of pipelines within their ROW and using open cut or HDD.
2. Easements – Discuss how you would obtain easements for the proposed pipeline route for the raw water mains and your familiarity with the property owners in the area.
3. Project Schedule – Discuss your project schedule and how you arrived at the estimated time for the following:
 - 30% Design Submittal
 - 60% Design Submittal
 - 90% Design Submittal
 - 100% Design Submittal
 - Permits
 - Easements
 - Bidding
 - Construction
4. Wetlands – Discuss how you would route pipelines through or around wetlands.
5. Large Diameter Pipelines – Discuss your recent experience in the last 5 years for designing large diameter pipelines > 16" D using both open cut and HDD.
6. Construction Services – How would you conduct your CEI services during construction including inspection, coordination with property owners, customer complaints, rancher leases on property and record keeping.
7. Alternate Routes – This project may require careful planning to reroute the proposed pipeline route. How would you approach this during design?