



City of Port St. Lucie

20250199

## NW VOLUCIA DR. SIDEWALK PROJECT

RELEASE DATE: April 3, 2026

RESPONSE DEADLINE: May 6, 2026, 2:00 pm

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

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A - 20250199 Attachment A - Construction Plans 100% 3-27-2026

B - 20250199 Attachment B - Technical Specifications for NW\_Volucia\_Trail including FDOT Div 1 3-27-2026

C - 20250199 Attachment C - Survey scanned version

D - 20250199 Attachment D - Federal Required Contract Provisions

E - 20250199 Attachment E - FHWA 1273

F - 20250199 Attachment F - Davis Bacon Information

G - 20250199 Attachment G - Federal Compliance with Required Contract Provisions

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# 1. Introduction

## 1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Invitation for Bid (IFB) is being issued to establish a Contract with one (1) qualified Contractor that is a State of Florida licensed General Contractor who will provide the NW Volucia Dr. Sidewalk Project to the City of Port St. Lucie (hereinafter, “City”) as further described in this IFB.

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

## 1.2. Overview of the IFB Process

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

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

## 1.3. Schedule of Events

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

|                 |               |
|-----------------|---------------|
| Release of IFB: | April 3, 2026 |
|-----------------|---------------|

|                               |                        |
|-------------------------------|------------------------|
| Question Submission Deadline: | April 17, 2026, 5:00pm |
| Response Submission Deadline: | May 6, 2026, 2:00pm    |

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

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

Robyn Holder, CPPB, Sr. Procurement Contracting Officer

O. 772-281-9284

rholder@cityofpsl.com

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

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)
- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this IFB.
- Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.
- Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.
- Procurement Management Division (“PMD”) – the City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.
- Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
- Responsive – means the Contractor whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
- Sourcing Platform – OpenGov.

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

## **1.6. Contract Term**

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

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

### **1.6.1 Hours of Service**

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

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

## 2. Scope of Work

### 2.1. Scope of Work

The City of Port St. Lucie (City) requires Construction Services for the construction of approximately 5,300 linear feet of 8-foot-wide concrete sidewalk as part of the NW Volucia Dr. Sidewalk Project. The Right-of-Way improvements, including but not limited to sidewalk construction and drainage modifications, are described in the project plan set prepared by Engenuity Group, Inc. titled “NW Volucia Trail Sidewalk Project”. The project plan can be summarized as follows.

The Contractor must have all the required licenses and certifications necessary to perform the work. The approved license for this project is a State of Florida General Contractor License and must be a registered business entity with the State of Florida and SAM.gov. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

The project is funded through the Florida Department of Transportation (FDOT) Local Agency Program (LAP) and will require various reporting throughout the project. This includes weekly certified payroll following the Davis Bacon Wage Decision FL20260272.

- NW Volucia Drive from NW East Torino Parkway to NW Blanton Blvd – 5,300 LF in length

**Construction Activities will include but are not limited to;**

- Clearing and grubbing
- Earthwork
- Driveway modifications
- Swale relocation
- Installation of sidewalk
- Stormwater drainage installation, adjustments and replacement
- Utility fixture adjustments and relocation
- Sodding
- Signing and pavement markings

### **3. Instructions to Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

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

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

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

### **3.1.11 Protest Process**

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

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

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

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

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

## **3.2. Submittal Instructions**

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

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

#### **3.2.1 IFB Released**

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

#### **3.2.2 IFB Review**

The IFB 20250199 consists of the following: this document, entitled "NW Volucia Dr. Sidewalk Project," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

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

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

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

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the IFB as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Robyn Holder, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

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

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

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

- The **Cost Worksheet** shall be completed through the Cost Table in OpenGov (see **Section 7 – Cost Table**).

To ensure a complete submission, vendors must follow the requirements outlined in:

- **Section 11 – List of IFB Documents**, and
- **Section 12 – Vendor Submission Requirements and Attestations**

These sections contain the list of mandatory forms, required uploads, and electronic confirmations, including all City, Federal, and FDOT-required documents.

Vendors are responsible for reviewing Sections 11 and 12 in their entirety and ensuring that all required documents, attestations, and forms are properly completed and uploaded in the order specified.

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

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

Add Item

## **4. General Insurance**

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

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

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

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

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

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

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

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

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

#### **4.4. Additional Insured**

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included.

Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, agents and the Florida Department of Transportation shall be listed as additional insured and include Contract #20250199 - NW Volucia Drive Sidewalk Construction Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

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

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

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

#### **4.7. Deductibles**

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

#### **4.8. Compliance**

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

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

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

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

#### **4.9. Pollution Insurance**

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

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

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

## 5. Bonds and/or Letter of Credit, Permits

### 5.1. Bid Bond

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

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

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

### 5.2. Certification

#### Proposal Certification

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

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

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

### **5.3. Payment and Performance Bonds**

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

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

### **5.4. Permits**

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

## 6. IFB Bid Factors

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

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

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

### 6.1. IFB Introduction

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

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

### 6.2. Contractor's General Information

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

### 6.3. Mandatory Requirements

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

1. Requirements in this IFB document.

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

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

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

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

#### **6.4. Additional Information**

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

## 7. Cost Table

| Line Item | FDOT Pay Item No. | Description                                              | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------------|----------------------------------------------------------|----------|-----------------|-----------|-------|
| 1         | 101 1A            | PROFESSIONAL VIDEO OF CONSTRUCTION SITE & PHOTOGRAPHS    | 1        | LS              |           |       |
| 2         | 101 1B            | AS-BUILT RECORD DRAWINGS                                 | 1        | LS              |           |       |
| 3         | 101 1C            | MOBILIZATION / DEMOBILIZATION & GENERAL CONDITIONS (10%) | 1        | LS              |           |       |
| 4         | 104 10 3          | SEDIMENT BARRIER                                         | 5,077    | LF              |           |       |
| 5         | 107 2             | MOWING                                                   | 1.9      | AC              |           |       |
| 6         | 110 1             | CLEARING & GRUBBING                                      | 1        | AC              |           |       |
| 7         | 110 4 10A         | ROMOVAL OF EXISTING CONCRETE                             | 461      | SY              |           |       |
| 8         | 110 4 10B         | ROMOVAL OF EXISTING PAVER DRIVEWAY                       | 174      | SY              |           |       |
| 9         | 104 11            | FLOATING TURBIDITY BARRIER                               | 200      | LF              |           |       |
| 10        | 120 1             | REGULAR EXCAVATION                                       | 917      | CY              |           |       |
| 11        | 120 6             | EMBANKMENT                                               | 1,575    | CY              |           |       |

| Line Item | FDOT Pay Item No. | Description                                                       | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------------|-------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 12        | 0160 4            | TYPE B STABILIZATION                                              | 225      | SY              |           |       |
| 13        | 285706            | OPTIONAL BASE, BASE GROUP 06                                      | 450      | SY              |           |       |
| 14        | 0327 70 1         | MILLING EXISTING ASPHALT PAVEMENT, 1-INCH AVG DEPTH               | 1,006    | SY              |           |       |
| 15        | 0334 1 12         | SUPERPAVE ASPHALTIC CONC, TRAFFIC B                               | 76       | TON             |           |       |
| 16        | 0400 0 11         | CONCRETE CLASS NS (SHALLOW PIPE COVER)                            | 85       | CY              |           |       |
| 17        | 0415 1 6          | REINFORCING STEEL - MISCELLANEOUS                                 | 1,500    | LB              |           |       |
| 18        | 0430174112A       | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12-INCH SD (RCP)          | 228      | LF              |           |       |
| 19        | 0430174112B       | IPE CULVERT, OPTIONAL MATERIAL, ROUND 12-INCH SD (CMP)            | 292      | LF              |           |       |
| 20        | 0430174112C       | SWALE LINER, 1/4 SECTION OF 12-INCH ID PERFORATED BLACK POLY PIPE | 4,441    | LF              |           |       |

| Line Item | FDOT Pay Item No. | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 21        | 0430174115        | PIPE CULVERT,<br>OPTIONAL<br>MATERIAL,<br>ROUND, 15-INCH<br>SD (RCP)                                      | 51       | LF              |           |       |
| 22        | 0430174124        | PIPE CULVERT,<br>OPTIONAL<br>MATERIAL,<br>ROUND, 24-INCH<br>SD (RCP)                                      | 60       | LF              |           |       |
| 23        | 0430174218        | PIPE CULVERT,<br>OPTIONAL<br>MATERIAL,<br>OTHER SHAPE -<br>ELLIP/ARCH, 12-<br>INCH BY 18-INCH<br>SD (RCP) | 44       | LF              |           |       |
| 24        | 0430982121        | MITERED END<br>SECTION,<br>OPTIONAL<br>ROUND, 12-INCH<br>CD                                               | 9        | EA              |           |       |
| 25        | 0430982123        | MITERED END<br>SECTION,<br>OPTIONAL<br>ROUND, 15-INCH<br>CD                                               | 4        | EA              |           |       |
| 26        | 0430982129        | MITERED END<br>SECTION,<br>OPTIONAL<br>ROUND, 24-INCH<br>CD                                               | 2        | EA              |           |       |

| Line Item | FDOT Pay Item No. | Description                                                              | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------------|--------------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 27        | 0430982625        | MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 12-INCH BY 18-INCH CD | 2        | EA              |           |       |
| 28        | 522 1             | CONCRETE SIDEWALK, 4-INCH THICK                                          | 3,619    | SY              |           |       |
| 29        | 522 2             | CONCRETE SIDEWALK & DRIVEWAYS, 6-INCH THICK                              | 1,142    | SY              |           |       |
| 30        | 527 2             | DETECTABLE WARNINGS                                                      | 234      | SF              |           |       |
| 31        | 0530 1100         | RIPRAP, SAND-CEMENT BAGS                                                 | 25       | CY              |           |       |
| 32        | 570 1 2           | PERFORMANCE TURF, SOD                                                    | 8,975    | SY              |           |       |
| 33        | 700 3 101         | SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF                  | 35       | EA              |           |       |
| 34        | 700 15            | SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE                             | 16       | EA              |           |       |
| 35        | 706 1 3           | RAISED PAVEMENT MARKER, TYPE B                                           | 3        | EA              |           |       |

| Line Item    | FDOT Pay Item No. | Description                                                                | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|-------------------|----------------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 36           | 711 11123         | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12-INCH FOR CROSSWALK               | 698      | LF              |           |       |
| 37           | 711 11125         | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24-INCH FOR STOP LINE AND CROSSWALK | 303      | LF              |           |       |
| 38           | 1080 215          | UTILITY FIXTURE, VALVE / METER BOX, ADJUST                                 | 53       | EA              |           |       |
| 39           | 102 1             | MAINTENANCE OF TRAFFIC (MOT)                                               | 1        | LS              |           |       |
| 40           | 711 16201A        | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6-INCH                             | 200      | LF              |           |       |
| <b>TOTAL</b> |                   |                                                                            |          |                 |           |       |

## **8. Cost/Pricing**

### **8.1. General Pricing Rules**

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

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

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

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

will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Contractor's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer.”

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

### **8.3. Payment by City's Visa Card Program**

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

### **8.4. Payment**

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

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

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

## **9. Evaluation and Award**

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

### **9.1. Administrative/Preliminary Review**

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

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

### **9.2. Evaluating Bid Factors**

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

### **9.3. Evaluating Cost**

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

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

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

## **Single Award**

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

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

This section does not apply.

\* Please review [City Code of Ordinances, Section 35.14](#), for the full governing ordinance.

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

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

### **9.7. Public Award Announcement**

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

## 10. Contract Terms and Conditions

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

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

### Exception to Contract

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

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

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

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

### **Order of Preference**

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

**(i)** First, by giving preference to the specific provisions of the executed Contract.

**(ii)** Second, by giving preference to the specific provisions of the IFB.

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

## **11. List of IFB Documents**

### **11.1. List of IFB Documents**

The following documents make up this IFB. Please see Section 3 – Instructions to Contractors for submission procedures and Section 12 - Vendor Submission Requirements and Attestations for access to all required forms and uploads. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Attachment A - Construction Plans

Attachment B - Technical Specifications

Attachment C - Survey

Attachment D - Federal Required Contract Provisions

Attachment E - FHWA 1273

Attachment F - Davis Bacon Information

Attachment G - Federal Compliance with Required Contract Provisions

Attachment H - Sample Contract

Attachment I - Whistleblower Poster

Attachment J - FDOT Grant Agreement

All mandatory documents and required uploads are listed in Section 12 – Vendor Submission Requirements and Attestations. These include, as applicable:

- Project Management Plan / Approach to the project, and
- Proposed Project Schedule, and
- Contractor’s General Information Worksheet, and
- Trench Safety , and
- Buy America Certification, and
- Copy of W-9 (Vendor to provide), and
- Copy of Certificate of Insurance (Vendor to provide), and
- Copy of your license(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (Vendor to provide), and

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

**Electronic confirmation** for the following forms:

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

**Mandatory FDOT Forms:**

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

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

## 12. Vendor Submission Requirements and Attestations

### 12.1. Mandatory Forms

#### *Project Management Plan / Approach to the project\**

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

\*Response required

#### *Proposed Project Schedule\**

Please upload proposed project schedule here.

\*Response required

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

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

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

Please download the below documents, complete, and upload.

- [Contractor's\\_General\\_Inform...](#)

\*Response required

#### *Trench Safety Act Compliance Statement*

Please download the below documents, complete, and upload.

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

#### *Buy America Certificate of Compliance \**

Please download the below documents, complete, and upload.

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

\*Response required

#### *Copy of W-9\**

\*Response required

*Copy of Certificate of Insurance \**

\*Response required

*Copy of Licenses or Certifications\**

\*Response required

*Copy of Bid Bond \**

\*Response required

**12.2. Electronic Confirmation**

*Cone of Silence and Communication Document\**

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

☐ Please confirm

\*Response required

*Contractor's Code of Ethics\**

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

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

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

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

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

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

☐ Please confirm

\*Response required

***Drug Free Workplace\****

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

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

☐ Please confirm

\*Response required

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

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

☐ Please confirm

\*Response required

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

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

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

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

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

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

☐ Please confirm

\*Response required

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

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

☐ Please confirm

\*Response required

### **12.3. Mandatory FDOT Forms**

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

- [FDOT-525-010-46-LAP\\_Certifi...](#)

\*Response required

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

Please download the below documents, complete, and upload.

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

\*Response required

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

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

- [FDOT-Disadvantaged\\_Business...](#)

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

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

☐ Please confirm

\*Response required

Invitation For Bid (IFB) #20250199  
Title: NW Volucia Dr. Sidewalk Project

**CITY OF PORT ST. LUCIE**  
**Solicitation Addendum Form**

|                                      |                                                                                        |
|--------------------------------------|----------------------------------------------------------------------------------------|
| <b>Solicitation Number: 20250199</b> | <b>Solicitation Title: NW Volucia Drive Sidewalk Construction Project – LAP Funded</b> |
| Issuing Officer: Robyn Holder, CPPB  | Solicitation Initially Posted to Internet: 4/3/2026                                    |
| eMail Address: rholder@cityofpsl.com | Telephone: 772-281-9284                                                                |
| Addendum Number: 1                   | Date: 4/6/2026                                                                         |

**Revisions:**

The Cost Worksheet has been revised and will be replaced with the attached “Revised Cost Worksheet”. This will be the only form accepted.

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

NW VOLUCIA DRIVE SIDEWALK CONSTRUCTION PROJECT  
"REVISED COST WORKSHEET"

| Line Item | FDOT Pay Item No | Description                                                                            | Quantity | Unit of Measure | Unit Cost | Total  |
|-----------|------------------|----------------------------------------------------------------------------------------|----------|-----------------|-----------|--------|
|           |                  | PROFESSIONAL VIDEO OF CONSTRUCTION SITE & PHOTOGRAPHS                                  |          | 1 LS            |           |        |
| 1         | 101 1A           |                                                                                        |          | 1 LS            |           |        |
| 2         | 101 1B           | AS-BUILT RECORD DRAWINGS                                                               |          | 1 LS            |           |        |
|           |                  | MOBILIZATION / DEMOBILIZATION & GENERAL CONDITIONS (10%)                               |          | 1 LS            |           |        |
| 3         | 101 1C           |                                                                                        |          | 1 LS            |           |        |
| 4         | 102 1            | MAINTENANCE OF TRAFFIC                                                                 |          | 1 LS            |           |        |
| 5         | 104 10 3         | SEDIMENT BARRIER                                                                       | 5077     | LF              |           |        |
| 6         | 107 2            | MOWING                                                                                 | 1.9      | AC              |           |        |
| 7         | 110 1            | CLEARING & GRUBBING                                                                    |          | 1 AC            |           |        |
| 8         | 110 4 10A        | REMOVAL OF EXISTING CONCRETE                                                           | 461      | SY              |           |        |
| 9         | 110 4 10B        | REMOVAL OF EXISTING PAVEMENT DRIVEWAY                                                  | 174      | SY              |           |        |
| 10        | 104 11           | FLOATING TURBIDITY BARRIER                                                             | 200      | LF              |           |        |
| 11        | 120 1            | REGULAR EXCAVATION                                                                     | 917      | CY              |           |        |
| 12        | 120 6            | EMBANKMENT                                                                             | 1575     | CY              |           |        |
| 13        | 0160 4           | TYPE B STABILIZATION                                                                   | 225      | SY              |           |        |
| 14        | '285706          | OPTIONAL BASE, BASE GROUP 06                                                           | 450      | SY              |           |        |
|           |                  | MILLING EXISTING ASPHALT PAVEMENT, 1-INCH AVG DEPTH                                    |          | 1006 SY         |           |        |
| 15        | 0327 70 1        |                                                                                        |          | 76 TON          |           |        |
| 16        | 0334 1 12        | SUPERPAVE ASPHALTIC CONC, TRAFFIC B                                                    |          | 85 CY           |           |        |
| 17        | 0400 0 11        | CONCRETE CLASS NS (SHALLOW PIPE COVER)                                                 |          | 1500 LB         |           |        |
| 18        | 0415 1 6         | REINFORCING STEEL - MISCELLANEOUS                                                      |          |                 |           |        |
|           |                  | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12-INCH SD (RCP)                               |          | 230 LF          |           |        |
| 19        | 0430174112A      |                                                                                        |          |                 |           |        |
|           |                  | PIPE CULVERT, OPTIONAL MATERIAL, ROUND 12-INCH SD (CMP)                                |          | 292 LF          |           |        |
| 20        | 0430174112B      |                                                                                        |          |                 |           |        |
|           |                  | SWALE LINER, 1/4 SECTION OF 12-INCH ID PERFORATED BLACK POLY PIPE                      |          | 4441 LF         |           |        |
| 21        | 0430174112C      |                                                                                        |          |                 |           |        |
|           |                  | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15-INCH SD (RCP)                               |          | 51 LF           |           |        |
| 22        | '0430174115      |                                                                                        |          |                 |           |        |
|           |                  | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24-INCH SD (RCP)                               |          | 60 LF           |           |        |
| 23        | '0430174124      |                                                                                        |          |                 |           |        |
|           |                  | PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 12-INCH BY 18-INCH SD (RCP) |          | 44 LF           |           |        |
| 24        | '0430174218      |                                                                                        |          |                 |           |        |
|           |                  | MITERED END SECTION, OPTIONAL ROUND, 12-INCH CD                                        |          | 10 EA           |           |        |
| 25        | '0430982121      |                                                                                        |          |                 |           |        |
|           |                  | MITERED END SECTION, OPTIONAL ROUND, 15-INCH CD                                        |          | 4 EA            |           |        |
| 26        | '0430982123      |                                                                                        |          |                 |           |        |
|           |                  | MITERED END SECTION, OPTIONAL ROUND, 24-INCH CD                                        |          | 2 EA            |           |        |
| 27        | '0430982129      |                                                                                        |          |                 |           |        |
|           |                  | MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 12-INCH BY 18-INCH CD               |          | 2 EA            |           |        |
| 28        | '0430982625      |                                                                                        |          |                 |           |        |
| 29        | 522 1            | CONCRETE SIDEWALK, 4-INCH THICK                                                        | 3619     | SY              |           |        |
| 30        | 522 2            | CONCRETE SIDEWALK & DRIVEWAYS, 6-INCH THICK                                            | 1143     | SY              |           |        |
| 31        | 527 2            | DETECTABLE WARNINGS                                                                    | 235      | SF              |           |        |
| 32        | 0530 1100        | RIPRAP, SAND-CEMENT BAGS                                                               | 25       | CY              |           |        |
| 33        | 570 1 2          | PERFORMANCE TURF, SOD                                                                  | 8975     | SY              |           |        |
|           |                  | SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF                                |          | 35 EA           |           |        |
| 34        | 700 3 101        |                                                                                        |          |                 |           |        |
|           |                  | SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE                                           |          | 16 EA           |           |        |
| 35        | 700 15           |                                                                                        |          |                 |           |        |
| 36        | 706 1 3          | RAISED PAVEMENT MARKER, TYPE B                                                         |          | 4 EA            |           |        |
|           |                  | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12-INCH FOR CROSSWALK                           |          | 698 LF          |           |        |
| 37        | 711 11123        |                                                                                        |          |                 |           |        |
|           |                  | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24-INCH FOR STOP LINE AND CROSSWALK             |          | 303 LF          |           |        |
| 38        | 711 11125        |                                                                                        |          |                 |           |        |
| 39        | 711 16201A       | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"                                             | 200      | LF              |           |        |
| 40        | 1080 215         | UTILITY FIXTURE, VALVE / METER BOX, ADJUST                                             | 53       | EA              |           |        |
|           |                  | Total                                                                                  |          |                 |           | \$0.00 |

\$0.00

## CITY OF PORT ST. LUCIE Solicitation Addendum Form

|                                      |                                                                                 |
|--------------------------------------|---------------------------------------------------------------------------------|
| Solicitation Number: 20250199        | Solicitation Title: NW Volucia Drive Sidewalk Construction Project – LAP Funded |
| Issuing Officer: Robyn Holder, CPPB  | Solicitation Initially Posted to Internet: 4/3/2026                             |
| eMail Address: rholder@cityofpsl.com | Telephone: 772-281-9284                                                         |
| Addendum Number: 2                   | Date: TBD                                                                       |

### **Questions:**

1. Question: What is the Engineer's cost estimate?  
Response: **The Total Construction Cost Estimate is \$1,582,876.28 which includes required FDOT/FHWA contingencies. The Engineer's Cost Estimate subtotal for the forty (40) pay items \$1,278,761.20.**
2. Question: Will there a Pre Bid Meeting?  
Response: **Yes. It is scheduled for April 22, 2026, beginning at 2:00PM via Teams. Here is the link:**

### **Microsoft Teams meeting**

#### **Join:**

<https://teams.microsoft.com/meet/275803558082225?p=bloc9o4kylcFSfUPEx>

Meeting ID: 275 803 558 082 225

Passcode: qp9sD2ym

---

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

#### **Dial in by phone**

[+1 561-437-3554,,957713352#](#) United States, West Palm Beach

[Find a local number](#)

Phone conference ID: 957 713 352#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

## CITY OF PORT ST. LUCIE Solicitation Addendum Form

|                                      |                                                                                 |
|--------------------------------------|---------------------------------------------------------------------------------|
| Solicitation Number: 20250199        | Solicitation Title: NW Volucia Drive Sidewalk Construction Project – LAP Funded |
| Issuing Officer: Robyn Holder, CPPB  | Solicitation Initially Posted to Internet: 4/3/2026                             |
| eMail Address: rholder@cityofpsl.com | Telephone: 772-281-9284                                                         |
| Addendum Number: 3                   | Date: 4/29/2026                                                                 |

### **Questions:**

1. Question: Can FDOT verify if this project is subject to the Davis Bacon Act, or subject to Davis Bacon Acts?  
Response: **Yes, please see Section XXVIII of Attachment H – Sample Contract. There is also additional information in Attachment F. The wage decision for this project is FL20260272.**
2. Question: The insurance requirements state, “No exclusion for mold, silica or respirable dust?”  
Response: **Undetermined at this time. I have sent this to Risk Management but have not received confirmation.**
3. Question: Please provide a scope of work for Line Item 5 – Mowing. What is the City’s expectation for timing & frequency?  
Response: **Mowing shall be completed on an as-needed basis, for the duration of the project, once performance turf has been installed and established.**
4. A Pre Bid Meeting was held on April 22, 2026, beginning at 2:00PM. The attached agenda was provided. No questions were asked at this meeting. The Attendance list is attached.

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



QUESTION & ANSWER REPORT  
IFB No. 20250199  
NW Volucia Dr. Sidewalk Project  
RESPONSE DEADLINE: May 6, 2026 at 2:00 pm

Tuesday, July 7, 2026

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. No subject

*Apr 6, 2026 8:49 AM*

**Question:** What's the engineer's estimate.

*Apr 6, 2026 8:49 AM*

**Answered by Robyn Holder:** See Addendum #2

*Apr 20, 2026 9:47 AM*

### 2. Pre-bid meeting

*Apr 6, 2026 8:52 AM*

**Question:** Will there be a pre-bid meeting for this project?

*Apr 6, 2026 8:52 AM*

**Answered by Robyn Holder:** Yes. See Addendum #2 for the link to Teams.

*Apr 20, 2026 9:47 AM*

### 3. Eng Estimate

*Apr 6, 2026 10:42 AM*

**Question:** Is there an Eng Est for this project?

*Apr 6, 2026 10:42 AM*

**Answered by Robyn Holder:** See Addendum #2

*Apr 20, 2026 9:47 AM*

#### **4. Engineer Estimate**

*Apr 6, 2026 12:38 PM*

**Question:** Is there proposed engineer estimate for this project?

*Apr 6, 2026 12:38 PM*

**Answered by Robyn Holder:** See Addendum #2

*Apr 20, 2026 9:47 AM*

#### **5. ENGINEERS ESTIMATE**

*Apr 6, 2026 2:42 PM*

**Question:** What is the engineers estimate?

*Apr 6, 2026 2:42 PM*

**Answered by Robyn Holder:** See Addendum #2

*Apr 20, 2026 9:47 AM*

#### **6. Pre Bid Meeting**

*Apr 6, 2026 2:43 PM*

**Question:** Is there a Pre Bid Meeting?

*Apr 6, 2026 2:43 PM*

**Answered by Robyn Holder:** Yes. See Addendum #2 for the link to Teams.

*Apr 20, 2026 9:47 AM*

#### **7. EOR Estimate**

*Apr 15, 2026 10:39 AM*

**Question:** Can you please advise the EOR's estimate for this project.

*Apr 15, 2026 10:39 AM*

**Answered by Robyn Holder:** See Addendum #2

*Apr 20, 2026 9:47 AM*

## 8. Davis Bacon

*Apr 17, 2026 4:20 PM*

**Question:** Can the FDOT verify if this project is subject to the Davis Bacon Act, or subject to Davis Bacon Related Acts.?

*Apr 17, 2026 4:20 PM*

**Answered by Robyn Holder:** Yes, please refer to Section XXVIII of Attachment H - Sample Contract. There is also additional information in Attachment F. The Wage Decision for this project is FL20260272.

*Apr 29, 2026 3:40 PM*

## 9. Insurance

*Apr 17, 2026 4:24 PM*

**Question:** The Insurance requirement state "No exclusion for mold, silica or respirable dust". Wouldn't those circumstances be covered by the required pollution policy?

*Apr 17, 2026 4:24 PM*

**Answered by Robyn Holder:** Undetermined at this time.

*Apr 29, 2026 3:40 PM*

## 10. Mowing

*Apr 17, 2026 4:48 PM*

**Question:** Please provide scope of work for Line Item 5 - Mowing. What is the City's expectation for timing & frequency?

*Apr 17, 2026 4:48 PM*

**Answered by Robyn Holder:** Mowing shall be completed on an as-needed basis, for the duration of the project, once performance turf has been installed and established.

*Apr 29, 2026 3:40 PM*