

**CITY OF LIGHTHOUSE POINT  
REQUEST FOR QUALIFICATIONS  
BRIDGE DESIGN AND CONSULTING SERVICES FOR  
TWO BRIDGE REPLACEMENTS WITHIN CITY LIMITS**

Pursuant to Florida Statutes Section 287.055 “Consultants’ Competitive Negotiation Act” the City of Lighthouse Point, Florida, is soliciting qualified firms to submit a Response of qualifications and experience for consideration to provide professional consulting service to the City for the planning and design of two (2) bridge replacements within City limits.

The City Commission desires to contract with an engineering firm with extensive experience and knowledge to provide design and consulting services to replace two (2) City bridges over navigable waterways. The selected firm will have extensive knowledge and experience in bridge design, means and methods of bridge construction, and bridge cost estimating. The bridges are as follows:

- Sample Road Bridge
- NE 31<sup>st</sup> Court Bridge

The intent of this Request for Qualification (RFQ) is to select the most qualified firm based on selection committee recommendations and City Commission approved ranking pursuant to Florida Statutes Section 287.055, consisting of professional and consulting services for the bridge replacement at Sample Road (NE 36<sup>th</sup> Street) and NE 31<sup>st</sup> Court. The Sample Road Bridge spans the Cap Knight Bayou otherwise known as bridge #867205. The NE 31<sup>st</sup> Court Bridge spans the Heron Waterway otherwise known as bridge #867203. Both bridges are the sole point of access to a residential island. Work to be accomplished under this contract is related, but not limited to design and replacement of the existing bridges, for which combined design and construction costs are expected to exceed \$4,000,000 subject to City Staff recommendations and City Commission approval.

The City received State appropriations for design and permitting and funds, which will be administered through the Florida Department of Transportation (FDOT) according to the Local Programs General Appropriations Act. Responders **must be** FDOT prequalified in connection with the design and preparation of a complete set of construction contract documents for the work groups specified in Section 1 “Instructions to Responders”. Both bridge replacement projects are classified as Class C FDOT projects and the design criteria and standards, specifications, and materials testing shall comply with FDOT standards as defined in the current version of the FDOT Local Programs Manual (525-010-300).

The Sample Road Bridge will completely replace the existing bridge with a new structure, with an expanded typical section that will include buffered bike lanes and sidewalks on both sides of the bridge. The NE 31<sup>st</sup> Bridge will completely replace the existing bridge with a new structure, with an expanded typical section that will include shoulders on both sides of the bridge and a sidewalk on one side of the bridge. There is an existing sanitary lift station in close proximity to the NE 31<sup>st</sup> Bridge and the lift station must maintain operation during construction. A single lane of vehicular traffic must be maintained throughout construction for both bridges. The City desires a temporary bridge to provide the single lane of traffic while the existing bridges are demolished and the permanent bridges are constructed.

The proposed improvements include, but are not limited to, full structural design for construction of a temporary bridge to maintain traffic flow while the permanent bridge is constructed, demolition of existing structure/s; realignment of bridge approach; maximizing allowable heights under the bridge; installation/upgrade/replacement/relocation of utilities (franchise utilities (electric, phone, cable), drainage, water, sewer and irrigation) in line with the configuration of the new bridge, as necessary; new decorative lighting on or near the bridge; defining Architectural decorative features pertinent to the community and City standards; American with Disabilities Act (ADA)-compliant walkways with pedestrian lighting; pavement (driveways/access roads); landscaping (trees, palms, groundcovers, etc.); full structural, architectural, landscape, design and construction administration services for new bridges; and other improvements outlined in the final construction plans. The proposed improvements may not occur at the same time, and the City may wish to phase construction efforts as necessary.

Sealed Responses will be received until March 5, 2024, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Responses will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk for:

## **Bridge Design and Consulting Services for Two Bridge Replacements RFQ 2024-001**

Responders shall have at least five (5) years demonstrated experience in the Bridge Design and Consulting Services described herein.

It will be the sole responsibility of the Responder to clearly mark Response as such, and ensure that the Response reaches the City prior to the Response opening date and time listed. A flash drive, one (1) original and five (5) copies must be submitted in sealed packaging and clearly marked **“Design and Consulting Services for Two Bridge Replacements – RFQ 2024-001”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a Response is received will be resolved against the Responder.

Pursuant to Florida law, all responses to this Request for Qualifications are exempt public records until thirty (30) days after opening, or award of Response, whichever is sooner. In the event presentations are conducted, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all Responses, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Response as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject Responses and re-advertise.

Contact the Office of the City Clerk at 954-943-6500 or [lhpadmin@lighthousepointfl.gov](mailto:lhpadmin@lighthousepointfl.gov) with any questions concerning this Request for Qualifications.

Office of the City Clerk

Advertised: February 4, 2024

### **SECTION 1: INSTRUCTIONS TO RESPONDERS**

The following instructions are given for the purpose of guiding Responders in properly preparing their Response to the RFQ or Responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF RESPONDERS:** No Response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of the City of Lighthouse Point. Responders shall have at least five (5) years demonstrated experience in the Bridge Design and Consulting Services described herein. The Responders must have sufficient professional staff to complete the work in the time required. Responders must be FDOT prequalified in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facilities described herein.
  - Major work groups include:
    - i. 4.1.1 – Miscellaneous Structures
    - ii. 4.1.2 – Minor Bridge Design
  - Minor work groups include:
    - i. 3.1 – Minor Highway Design

- ii. 7.1 – Signing, Pavement Marking and Channelization
- iii. 7.2 - Lighting
- iv. 8.1 – Control Surveying
- v. 8.2 – Design, Right of Way & Construction Surveying
- vi. 9.1 – Soil Exploration
- vii. 9.2 – Geotechnical Classification
- viii. 9.4.1 – Standard Foundation Studies
- ix. 15.0 – Landscape Architect
- x. Maintenance of Traffic (MOT)

2. PERSONAL INVESTIGATION: Responders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Consultant from any risk or from fulfilling all terms of the contract.

3. INCONSISTENCIES: Any seeming inconsistency between different provisions of the RFQ requiring explanation must be inquired into by the Responder, in writing, at least ten (10) days prior to the time set for opening Responses. After Responses are opened, the Responders shall abide by the decision of the City Administrator or designee as to such interpretation.

4. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the specifications or other contract documents will be made orally to any Responder. Responders must request from the Office of the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of Responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Responders (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of Responses. Failure of any Responder to receive any such addenda or interpretation shall not relieve any Responder from any obligation under his Response as submitted. All addenda so issued shall become a part of the contract document. Responder shall verify that he has all addenda before submitting his Response.

5. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit Responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. LEGAL CONDITIONS: Responders are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to Bridge Consulting Services. Any omissions or inconsistencies herein shall not relieve Responder of any obligations to comply with such applicable laws, at Responder expenses.

8. FORMS OF RESPONSES: Sealed Responses will be received until March 5, 2024, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Responses will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk. The forms must be submitted in good order and with all the blanks filled in. A flash drive, one (1) original and five (5) copies

must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Responder and be clearly marked "**Design and Consulting Services for Two Bridges – RFQ 2024-001**". The Response must be signed by one duly authorized to do so. No Response will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Any dispute over the timeliness of a submission shall be resolved against the Responder whose submission is at issue

**9. FILLING IN RESPONSES:** Responders are required to state the names and places of business of all persons interested, and if no other person(s) is interested, the Responder shall distinctly state such fact and shall state that the Response is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Response.

**10. REJECTION OF RESPONSES:** The City reserves the right to reject any Response if the evidence submitted by the Responder, or if the investigation of such Responder, fails to satisfy the City that such Responder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Responses will be rejected, if there is reason to believe that collusion exists among Responders. A Response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Responses, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Response, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Responses and re-advertise.

**11. AWARD OF RESPONSE:** The City will award the Response to the most qualified Responder as determined by the Selection Committee and approved by the City Commission using the selection process described in Sections 6 "SELECTION CRITERIA – QUALIFICATION RANKING" and 7 "NEGOTIATIONS".

**12. AGREEMENT:** The City anticipates entering into an agreement with the Responder who submits the qualifications judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the Responder chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest. The Responder understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

**13. AUDIT OF CONSULTANT'S RECORDS:** Upon award, the City reserves the right to conduct any necessary audit of the Consultant's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment of a project and thereafter for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Consultant, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Response provisions. Failure of the Responder to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Consultant shall assure that his subcontractor will provide access to his records pertaining to the project upon request by the City.

**14. DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. Responders should prepare their submittals simply and economically, providing a straightforward and concise description of the Responder's ability to meet the requirements of the RFQ.

**15. EQUAL OPPORTUNITY:** The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

16. QUESTIONS ABOUT THE RFQ: Questions regarding the project or the qualification process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email at [lhpadmin@lighthousepointfl.gov](mailto:lhpadmin@lighthousepointfl.gov) no later than Friday, February 23, 2024, at 2:00 p.m. local time. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

17. LOBBYISTS: Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the Office of City Clerk regarding the RFQ may be grounds for elimination and disqualification from the selection process.

## **SECTION 2: SCOPE OF WORK**

The City of Lighthouse Point, Florida, is soliciting qualified firms to submit a Response regarding qualifications to perform Design and Consulting Services for Bridge Replacements. The City Commission desires to contract with an engineering firm with extensive experience and knowledge to provide design and consulting services to replace City bridges over navigable waterways. The selection process will follow the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, F.S.). The selected firm will have extensive knowledge and experience in bridge design, means and methods of bridge construction, and bridge cost estimating. Responders must be FDOT prequalified in connection with the design and preparation of a complete set of construction contract documents for the work groups specified in Section 1 "Instructions to Responders". The City intends to enter into a single contract with a professional consulting firm to provide engineering, planning, architecture and landscape design services for the project described herein and listed above.

The Sample Road Bridge will completely replace the existing bridge with a new structure, with an expanded typical section that will include buffered bike lanes and sidewalks on both sides of the bridge. The NE 31<sup>st</sup> Bridge will completely replace the existing bridge with a new structure, with an expanded typical section that will include shoulders on both sides of the bridge and a sidewalk on one side of the bridge. There is an existing sanitary lift station in close proximity to the NE 31<sup>st</sup> Bridge and the lift station must maintain operation during construction. A single lane of vehicular traffic must be maintained throughout construction for both bridges. The City desires a temporary bridge to provide the single lane of traffic while the existing bridges are demolished and the permanent bridges are constructed.

The proposed improvements include, but are not limited to, full structural design for construction of a temporary bridge to maintain traffic flow while the permanent bridge is constructed, demolition of existing structure/s; realignment of bridge approach; maximizing allowable heights under the bridge; installation/upgrade/replacement/relocation of utilities (franchise utilities (electric, phone, cable), drainage, water, sewer and irrigation) in line with the configuration of the new bridge, as necessary; new decorative lighting on or near the bridge; defining Architectural decorative features pertinent to the community and City standards; American with Disabilities Act (ADA)-compliant walkways with pedestrian lighting; pavement (driveways/access roads); landscaping (trees, palms, groundcovers, etc.); full structural, architectural, landscape, design and construction administration services for new bridges; and other improvements outlined in the final construction plans. The proposed improvements may not occur at the same time, and the City may wish to phase construction efforts as necessary.

The Scope of Work may include, but is not limited to, the following:

- Identify any tests (land & water) that may be necessary to carry out a sound design including soils, concrete strength, permeability/percolation, density, potholing, etc.
- Prepare a Cultural Resource Assessment Survey
- Prepare a Bridge Hydraulic Report (BHR), as both bridges span over waterways
- Existing conditions – topographic survey

- Subsurface utility engineering (SUE) – Utility designation services
- Geotechnical engineering services to obtain information on the general subsurface soil conditions for use in evaluation of the planned foundations and associated roadway improvements and utility improvements
- Environmental permitting services with authorities having jurisdiction and perform benthic surveys
- Prepare preliminary/conceptual design, schematics, drawings, renderings, project schedules, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates. Identify any design restrictions resulting from lack of right-of-way or unusual roadway approach configurations. Confirm right-of-way availability to complete designs in accordance with desirable bridge and roadway cross-sections.
- Conduct presentations to elected officials, advisory boards, staff, and the public.
- Once the preliminary/concept design is approved, prepare bridge design, roadway design including utility coordination, pavement marking and signage, landscaping, pedestrian lighting, defining architectural features, miscellaneous sidewalk design, and temporary traffic control plan development services, including temporary bridges as both bridges provide the sole access to significant properties within the City. Design submittals will follow standard production and deliverables will be presented at the Production Design Phase (30%), Production Design/Permit Phase (60%), Production Phase (90%), and Construction Phase (100%).
- Both bridge replacements projects are classified as Class C FDOT projects and the design criteria and standards, specifications, and materials testing shall comply with FDOT standards as defined in the current version of the FDOT Local Programs Manual (525-010-300).
- Design submittals/plans should meet FDOT Standard Specifications and be formatted to 11x17. FDOT Design requirements for both bridges are outlined in the 08/24/2023 FDOT kickoff meeting minutes and provided as **Exhibit 1**.
- Prepare cost estimates to confirm initial budget allocations and/or to seek City's advice before proceeding with final designs. The firm will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.
- Prepare all required bidding and construction documents for the project. This will include preparing all required surveys (land and water), design plans, supplementary contract requirements, technical specifications, cost estimates, response to requests for Information (RFIs) and product submittal reviews. The firm(s) will be expected to provide Construction Administration services and certify the project with all pertinent governing agencies (City, County, State, etc.)
- Prepare plans for review and approval by Development Review Committee (DRC); Planning and Zoning (P&Z); City's Building Department; Broward County Traffic Engineering; Broward County Water Resources; Florida Department of Health (HRS); Florida Department of Environmental Protection (FDEP); Florida Department of Transportation (FDOT); U.S. Army Corps of Engineers (USACE); U.S. Coast Guard; and/or any other government agency or City Department having jurisdiction or requiring plan review and approval.
- As part of the permit requirements, Consultant will have to conduct additional studies such as Cultural Resource Assessment Surveys (CRAS) and obtain concurrence from State historic Preservation Officer (SHPO) and Natural Resource Evaluation (NRE) Reports and obtain agency concurrence from US Fish & Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) for protected species.

### **SECTION 3: INSURANCE REQUIREMENTS**

Consultant will have the proper insurance coverage and documents for this type of project, which will include:

1. Comprehensive General or Commercial Liability and Errors and Omissions Insurance: Consultant shall provide Comprehensive General or Commercial Liability Insurance and Errors and Omissions Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Consultant shall provide Two Million and 00/100 Dollars (\$2,000,000.00) annual aggregate Comprehensive General Liability and Errors and Omissions coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more

restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. Coverage must include claims for damaged property.

2. Worker's Compensation: Consultant shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and 00/100 Dollars (\$1,000,000.00) limit, and One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Consultant agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Consultant shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Consultant's work force in accordance with State Statutes.

3. Business Automobile Liability: Consultant shall provide Business Automobile Liability with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4. Certificates of Insurance: Before commencing performance of the Agreement, the Consultant shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, and must expressly provide coverage for damage to City and third-party property resulting from the work by Consultant and/or its subcontractors, which shall contain the following:

- a) Name of insurance carrier(s)
- b) Effective and expiration dates of policies
- c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
- d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

5. Subcontractor Insurance: Consultant is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Consultant may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Consultant.

#### **SECTION 4: INDEMNITY**

RESPONDER agrees to protect, defend, indemnify, and hold harmless the City of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Responder, its employees, servants, agents, and subResponders. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Responder further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of negligence of ENGINEER, or any of the ENGINEER's agents, servants, or employees during the performance of the Work before the estimates have become due under the Agreement,

the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

4.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

**4.3 PURSUANT TO FS 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

4.4 The parties agree that indemnification up to the limits of the insurance requirements of this Agreement, or the guaranteed maximum price agreed upon by the parties for the final completion of the project, whichever is higher, bears a reasonable commercial relationship to the Agreement.

## **SECTION 5: GOVERNING LAW**

Consultant agrees the validity, construction and effect of any Agreement forthcoming shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO ANY AGREEMENT.**

## **SECTION 6: SELECTION CRITERIA – QUALIFICATIONS RANKING**

A Selection Committee will evaluate all of the qualifications of Responders, as contained in their submittals. Each Responder should submit documents that provide evidence of capability to provide the services required for the Committee's review. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel, including adequacy of personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The Selection Committee will first evaluate all Responders' written qualifications, references, and technical Responses as contained in their submittals. At least three (3) of the firms will be provided with an opportunity to provide presentations. Presentations by the selected Responders will be conducted to provide an opportunity for the Responder to clarify its Response to ensure a thorough mutual understanding of the project and qualifications. The firms will be notified of the time and place of the presentations. The Selection Committee will rank order the firms after oral presentations.

Selection Criteria	Points
Firm Experience	30
Personnel Qualifications	30
Technical Approach	30
Certified Minority Business Enterprise	10
<b>Maximum Points</b>	<b>100</b>

- a. **Firm Experience – 30%:** Experience with respect to Bridge Design and Consulting Services comparable in type, site, and complexity completed. Demonstrate knowledge and experience in the design of bridges, construction techniques, material evaluation, and value engineering to ensure optimum value in meeting the design requirements.
  - 1. Number of similar projects
  - 2. Complexity of similar projects
  - 3. References from past projects performed by the firm
  - 4. Previous projects performed for the City
  - 5. Litigation within the past 5 years arising out of firm's performance
- b. **Personnel Qualification – 30%:** The general and specific project related capability of the in-house field support, and in-house office support, including previous experiences in similar projects, company history, project management style and assurance, adequacy of personnel, current workload, and quality and completeness of work.
- c. **Technical Approach – 30%:** Technical approach to perform the tasks described in the Scope of Services:
  - 1. Level of effort
  - 2. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control
- d. **Certified Minority Business Enterprise - 10%:** Whether firm is a certified minority business enterprise.

**Value of Work Previously Awarded to Firm (Tie-breaker)** – In the event of a tie, the Responder with the highest total amount of work as a prime consultant on City of Lighthouse Point projects within the last five years will receive the higher ranking, the firm with the next highest total amount of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The rank order of the Selection Committee will be presented to the City Commission to confirm the rankings.

## SECTION 7: NEGOTIATIONS

After the rank order is confirmed by the City Commission, City Administration will negotiate with the top ranked firm. City Administration will then present the results of the negotiations to the City Commission with its recommendation, including whether to approve an agreement or to advise that City Administration has not been able to negotiate an agreement with the top ranked firm. If the City Commission determines that City Administration was unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected firm, the City may select additional firms in order of their competence

and qualifications as ranked by the Selection Committee and continue negotiations until an agreement is reached. However, the City reserves the right to reject all qualifications, to waive any irregularities, and solicit and re-advertise for other qualifications.

## **SECTION 8: INSTRUCTIONS AND DOCUMENTS FOR PREPARING SUBMISSION**

1. The submission must name all persons or entities interested in the submission as principals. The Response must declare that it is made without collusion with any other person or entity submitting a Response pursuant to the RFQ.
2. To be considered, Responders must submit a complete response to this RFQ, using the format provided in the submittal criteria. Each Response must be submitted with a flashdrive, one (1) original and five (5) copies, to the City Clerk. Responses must be signed by an official authorized to bind the Responder to its provisions. For this RFQ, the Response must remain valid until a contract is executed. Moreover, the contents of the Response of the successful Responders may become contractual upon entry of an Agreement between the City and the selected Responder.

**Information to be included in the Response:** In order to maintain comparability and expedite the review process, it is required that Responses be organized in the manner specified below with the sections clearly labeled.

**Title Page:** Show the project name and number, the name of the Responder's firm, address, telephone number, name of contact person and the date.

**Table of Contents:** Include a clear identification of the material by section and page

**Letter of Transmittal:** Describe in three (3) pages or less, why you believe your firm to be the best qualified to provide the requested services and why your Response would be the most effective and beneficial to the City. This letter will summarize in a brief and concise statement the Responder's qualifications. An official authorized to negotiate for the Responder must sign the letter of transmittal.

### **Profile of Professional Services:**

- a. State whether your firm is national, regional, or local.
- b. State whether your firm is a certified minority business enterprise.
- c. State the location of the office from which your work is to be performed.
- d. Describe the firm, including the size, range of activities, and other pertinent information.
- e. Provide a list and description of similar municipal or other public bridges satisfactorily performed within the past five (5) years that have been completed. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance. It is important to include specific information related to bridge design.
- f. Provide information on any litigation (settled or pending) the firm has been involved in within the last five (5) years.

To receive consideration of the firm, at least one person currently with the firm must, within the past 5 years, have conducted or assisted in the design and/or evaluation of bridges and means and methods of construction.

**Technical Approach:** Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Schedule:** Responder shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**Project Team Form:** Submit a completed “Project Team” form. The purpose of the form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:** Specifically identify the management plan (if needed) and provide an organizational chart for the team. The Responder must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:** Describe the experience of the entire project team as it relates to the type of project described in this RFQ. Include the experience of the prime consultants as well as the other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel:** Include resumes for key personnel for prime and subconsultants include education, licenses, and years of experience.

**References:** References for past (3) similar projects in size and scope in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Responder’s responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Responder’s activities in relation to the project.

List any prior projects performed for the City of Lighthouse Point.

**Additional Instructions:**

**No rates or fees in Response.** This Request for Qualifications is intended to select the most qualified firm. The Response shall not include any proposed rates or fee structures, as those will be negotiated only with the selected Responder(s).

Each Responder is required to complete and submit the following information with their Response:

- A. Response Form
- B. Responder’s Information Sheet
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, pursuant to Florida State Statute 287.135
- F. E-Verify Form, pursuant to Florida Statute 448.95
- G. Affidavit of Compliance with Foreign Entity Laws
- H. Documentation from State of Florida Division of Corporations confirming that Contractor is authorized to do business in the State of Florida.

**ATTACHMENT A**  
**RESPONSE FORM**  
**BRIDGE DESIGN AND CONSULTING SERVICES, RFQ 2024-xxx**

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(Company Name)

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(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point  
Attention: Office of City Clerk  
2200 N.E. 38<sup>th</sup> Street  
Lighthouse Point, FL 33064

The undersigned, as Responder, hereby declares that the only person or persons interested in the Response, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Response of the contract to which the Work pertains; that this Response is made without connection or arrangement with any other person, company, or parties making Responses and that the Response is in all respects fair and made in good faith without collusion and fraud.

The Responder further declares that he has examined the Request for Response and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Qualifications, and he has read all addenda prior to the opening of Responses, and has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Response pertains.

The Responder proposes and agrees, if this Response is accepted, to begin the project no later than thirty (30) days of the award of the Response to Responder.

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Signature

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Printed Name, Title

**ATTACHMENT B**

**SUMMARY OF QUALIFICATIONS**

Number of years your company has been in business to provide Bridge Design and Consulting Services: \_\_\_\_\_

List of similar projects, locations, and dates of service:

Project Location Date of Service Contact Name/Phone #

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Has the Consultant ever failed to complete work awarded to it? \_\_\_\_\_ If yes, where, when and why?

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Digitized by srujanika@gmail.com

Does the Consultant have adequate professional staff and expertise to perform the work?

Provide Written Description Qualifications of key employees assigned to this project:

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Attached Company Brochure or Fact Sheet (if available).

## Insurance limits:

- A. Workmen's Compensation -  
limit per accident \$ \_\_\_\_\_
- B. Comprehensive General Liability -  
limit per occurrence \$ \_\_\_\_\_
- C. Errors and Omissions Insurance \$ \_\_\_\_\_
- D. Business and Automotive liability-  
limit per occurrence \$ \_\_\_\_\_
- E. Other: \$ \_\_\_\_\_

(Responder will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? \_\_\_\_\_

If yes, name of Parent company. \_\_\_\_\_

Names of principals or officers:

Name	Title
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Name	Title
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Names of principals or officers of Parent Company, if any:

Name	Title
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Names of principals or officers of Primary Subcontractor, if any:

Name	Title
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Responder: \_\_\_\_\_

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

\_\_\_\_\_

Email: \_\_\_\_\_

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

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

Signature

\_\_\_\_\_

## ATTACHMENT C

## DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Responder (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify 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 contractual services that are under Response a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under Response, 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 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 employer's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

### Signature

Print Name

## Title

Date

STATE OF FLORIDA

)

) SS:

COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this  
day of \_\_\_\_\_, 2024.

### Notary Seal

Signature of Notary Public

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the Responder that has submitted the attached Response;
2. He/She is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusive or sham Response;
4. Neither said Responder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Response in connection with the Agreement for which the attached Response has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm, or person to fix the price or prices in the attached RFQ, or of any other Responder, or to fix any overhead, profit or cost element of the Response or the response of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. **The cost Responses in the attached RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

---

**Signature**

---

Print Name

## Title

Date

STATE OF FLORIDA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of , 2024.

## Notary Seal

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Signature of Notary Public

## ATTACHMENT E

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

Certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Response for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

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Company Name

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**Signature**

Print Name

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**Title**

## **ATTACHMENT F**

### **E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

Project Name: Bridge Design and Consulting Services  
Project No.: RFQ 2024-001

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#### 1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### 2. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ on behalf of \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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NOTARY PUBLIC

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(Name of Notary Typed, Printed or Stamped)

## **ATTACHMENT G**

### **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS,** **SECTION 287.138, F.S.**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, \_\_\_\_\_, personally appeared and does hereby attest under penalty of perjury the following:

- A. Affiant is the \_\_\_\_\_ (*title*) of \_\_\_\_\_ (*name of entity*), and is authorized to bind \_\_\_\_\_ (*name of entity*) and enter into this affidavit.
- B. \_\_\_\_\_ (*name of entity*) is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- C. The government of a foreign country of concern does not have a controlling interest in \_\_\_\_\_ (*name of entity*). (Source: § 287.138(2)(b), Florida Statutes)
- D. \_\_\_\_\_ (*name of entity*) is not organized under the laws of or has its principal place of business in a foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

### **VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing Affidavit, and the facts stated in it are true on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

SWORN TO (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ (*name of entity*).

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

\_\_\_\_\_  
\_\_\_\_\_  
Personally Known OR  
Produced Identification

\_\_\_\_\_  
Type of Identification Produced