

**NOTICE TO PROFESSIONAL ENGINEERING CONSULTANTS  
REQUEST FOR LETTERS OF INTEREST FOR  
CONSTRUCTION MANAGEMENT CONSULTANT SERVICES  
CONTRACT NO. 001498**

The Central Florida Expressway Authority (CFX) requires a Construction Management Consultant (CMC) to provide the services associated with the construction of major roadway and bridge projects along S.R. 408, S.R. 417, S.R. 414, S.R. 429, S.R. 451, S.R. 528, and other CFX associated facilities. Consideration will be given to only those firms who are qualified pursuant to law and who have been prequalified by FDOT to perform the indicated Types of Work.

**TYPES OF WORK:** Group 11, Engineering Contract Administration and Management or Group 10.1, Roadway Construction CEI.

**DESCRIPTION:** The CMC will assist staff with providing oversight, management and independent assurance of the services provided by construction engineering and inspection (CEI) consultants hired by CFX for each project or group of projects. Those services and the CMC's responsibilities related to each include, but are not necessarily limited to:

1. **Construction Contract Administration**

The CMC will review and further develop CFX's Construction Contract Administration Procedure, including the Construction Contract Administration Guide, for use and implementation by each CEI.

2. **Geotechnical and Materials**

The CMC will monitor the effectiveness and documentation of the CEI's verification testing procedures and contractor's adherence to their Quality Control Plan including suitability and conformance with the contract. The CMC will also oversee referee sampling and testing.

3. **Cost and Scheduling**

The CMC will evaluate costs and maintain current specifications and scheduling information. The CMC will review estimates and invoices submitted by the CEI and make recommendations to CFX.

4. **Utility/Environmental Coordination**

The CMC will act as liaison between environmental permitting agencies and CFX, CFX's General Engineering Consultant, the Engineer of Record, the CEI and the construction contractors; provide oversight and make recommendations, as necessary, to CFX and CEI for utility relocation construction; provide support to the CEI for the investigation, handling and disposal of hazardous materials.

5. **Claims/Disputes Evaluation and Resolution**

The CMC will verify that each CEI is familiar with CFX's Claims/Disputes Resolution Procedure included in the construction contract for individual projects; participate as and when requested by CFX in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

6. **Independent Assurance of Required Quality Control Procedures**

The CMC will provide independent assurance that the CEI's quality assurance procedures are implemented and properly applied; verify CEI enforcement of quality control procedures when required quality is not being met by the construction contractor. The CMC will review contract amendments to contracts with consultants and contractors.

7. **Plans Constructability Review**

The CMC will review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances for projects requested by CFX.

8. **Minor Project Scoping and Document Preparation**

The CMC will assist staff in the identification of minor projects required to fulfill the obligations of CFX or when required to augment larger projects to meet the intended functionality of the completed system. Work will include preparing a detailed description of the work, preparing sketches required to depict and quantify the work, identifying the units of measure and computation of quantities that identify the work, prepare cost estimates, and hold scope meetings with perspective bidders. Support CFX's needs to further the SSBE program.

**LETTERS OF INTEREST SUBMITTAL REQUIREMENTS:** Consultants wishing to be considered shall submit six (6) sets of a Letter of Interest package utilizing Times New Roman font, 12 pitch, single spacing and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi). The Letter of Interest shall be a maximum of ten (10) pages (8½" x 11"), excluding resumes and attachments identified below. The responses shall address the following:

1. **Cover Letter** – Overview of the firm's capabilities and interest in the project including the firm's point of contact name, email address, phone number, and the firm's mailing address. The cover letter does not count against the 10-page limit;
2. **Certification of No Conflict of Interest** - the firm shall acknowledge and declare that neither the firm and its subconsultant(s), and any of their employees: (1) have a pending lawsuit against CFX; (2) are currently retained as an expert witness or

consultant in any pending lawsuit, administrative proceeding, or other adversarial proceeding against CFX; (3) are currently retained as an expert witness or consultant in anticipation of any foreseeable or imminent civil, criminal, or administrative proceeding against CFX; (4) have a relationship that would reasonably be deemed or construed as a conflict of interest with CFX. If selected, the firm and its subconsultant(s), and all of their employees, during the term of this contract: (1) shall not enter into any other contract with another person or entity which would create a conflict of interest; (2) shall not act as an expert witness or consultant in any lawsuit, civil, criminal, administrative proceeding, or other adversarial proceeding against CFX. The certification statement does not count against the 10-page limit;

3. **Certification Regarding Prohibition Against Contracting with Companies Pursuant to Florida Statute Sections 287.135(2) Form** – Consultant shall execute the attached certification form and include it within their LOI submittal. The certification form does not count against the 10-page limit;
4. **Technical Experience** – Demonstrate that the firm and any proposed subconsultants have the ability to perform the work effort required by CFX. Submit details of specific experience for at least three (3) projects similar to those described above completed by the consultant’s Program Manager and other key project team members including the name of client contact person, telephone number, and physical address;
5. **Proposed Staffing** – Ability, quality, experience and cooperativeness of the proposed individuals of the firm and proposed subconsultants to perform the required services. Detailed resumes of the firm’s proposed Program Manager and other key personnel presently employed by the firm who will be assigned to the project, as well as resumes of subconsultants that may be involved in key roles, shall be provided. Resumes shall include no more than three client/owner references for all proposed personnel for the past 5 years and availability date for each individual. The firm’s Program Manager shall have at least five (5) years of experience on Construction Program Management contracts. Resumes do not count against the 10-page limit;
6. **Project Approach** - Provide a narrative describing the firm’s approach to delivering the Construction Program Management services. In addition to the narrative, provide a proposed project organization chart including subconsultant personnel and a matrix summarizing proposed personnel experience on similar projects including registrations/certifications. The chart and matrix do not count against the 10-page limit;
7. **Location of the Firm** – To receive the maximum number of points, the firm’s local office shall also serve as the firm’s corporate headquarters. Identify which situation describes the location of the firm’s corporate headquarters: 1) A local corporate headquarters serving as the local office; 2) A sub-local corporate headquarters with a local office; 3) An out of state corporate headquarters with a local office; 4) An out of state corporate headquarters with a sub-local office; 5) No offices within the state. Local is defined as within a 30-mile radius of CFX’s Headquarters Building. Sub-local

is defined as within the state of Florida, but outside a 30-mile radius of CFX's Headquarters Building.

8. **Current and Projected Workload** – Indicate ability of staff to manage a Construction Program Management assignment and indicate, as a percentage, the current/projected workload of current staff. Indicate the total number of firm's professional, technical and administrative personnel by discipline, location and office responsible for administering the contract.
9. **Volume of Work Previously Awarded** – The firm shall submit with the Letter of Interest a list of all direct contracts of any type, both active and completed, between CFX and the firm during the past five (5) years. The list shall have column headings showing the project name, the firm's Project Manager, the project fees, the estimated remaining or final budget amount (exclusive of subconsultant fees associated with the project) as of the date of submittal of the Letter of Interest, the percent complete/status, and any comments relative to the project. The object of this criterion is to affect an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. This list does not count against the 10-page limit.

Failure to submit any of the above required information may be cause for rejection of the package as non-responsive.

A firm and its subconsultant(s), and any of their employees, found to have conflicts of interest with CFX during the solicitation process and prior to CFX Board action may have their LOI submission rejected from further participation in the solicitation process and ineligible for consideration for CFX Board award.

Each firm will also be evaluated based on past performance on Authority projects only. Items considered will include the quality of work product, whether the project was completed within negotiated fee and the ability of CFX staff to work with the firm's staff.

**SCORING AND SHORTLISTING:** CFX's Evaluation Committee will shortlist a minimum of three (3) firms based on its evaluation and scoring of the Letters of Interest. Past performance on Authority projects will also be considered as indicated above. Scores for each category identified above will be determined using a weighted system. Each category has been assigned a weight factor that will be multiplied by a grade to determine the score. The assigned weights to each category are as follows: Technical Experience (8); Proposed Staffing (10); Project Approach (6); Location of Firm (4); Current and Projected Workload (3); Volume of Work Previously Awarded (-3). Grades for each category will be between 0 and 4. Scoring of Past Performance will have a weight of 6 and a grade range between -2 and 2. If the Committee member has no knowledge of the firm or its past performance on Authority projects then the grade shall be zero.

Shortlisting of firms will be based on converting each Committee member's Total Score into a ranking with the highest score ranked first, second highest ranked second, etc. Once converted,

the Committee members' rankings for each firm will be entered into a summary sheet. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Shortlisted firms will proceed to the next step in the process which includes preparation and submittal of a Technical Proposal and an oral presentation. No changes shall be made in the personnel proposed in the Letter of Interest without the written approval of CFX. The request for approval shall include the reason for the change and a resume of the proposed replacement. CFX will provide the shortlisted firms with a Scope of Services for use in preparing the Technical Proposal together with a partial set of draft construction plans. Each firm will be evaluated and ranked by CFX's Technical Review Committee based on the Technical Proposal and oral presentation. The highest ranked firm will be presented to CFX Board for approval and authorization to negotiate fees and expenses.

**CODE OF ETHICS:** All consultants selected to work with CFX are required to comply with the CFX's Code of Ethics, a copy of which may be viewed on CFX's web site at [www.cfxway.com](http://www.cfxway.com).

**CONFLICT OF INTEREST:** If selected, the consultant, during the term of its agreement with CFX, will not be eligible to pursue any advertised construction engineering and inspection projects for CFX as either a prime or subconsultant. Additionally, consultants who are the Engineer of Record for CFX construction projects scheduled for commencement of construction after October 1, 2019, will not be considered eligible for this contract. For purposes of determining conflict, Engineer of Record is defined as either the prime consultant or a subconsultant on a CFX design-bid-build project with responsibility for the design of a project component such as a bridge structures, intelligent transportation system, maintenance of traffic, signing and pavement marking, etc.

**EQUAL OPPORTUNITY STATEMENT:** The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:** Minority/Women/Disadvantaged Business Enterprises will not be discriminated against on the basis of race, color, sex, or national origin in consideration for qualification or an award by CFX.

**INSPECTOR GENERAL:** By submission of a Letter of Interest, the Consultant understands and shall comply with subsection 20.055(5) Florida Statutes.

**NON-SOLICITATION PROVISION:** From the first date of publication of this notice, no person may contact any CFX Board Member, Officer or Employee or any evaluation committee member, with respect to this notice or the services to be provided. All such requests for information shall be made to the CFX Contact Person indicated below. Refer to the lobbying guidelines of CFX on the CFX website for further information regarding this Non-Solicitation Provision.

**DEADLINE FOR SUBMITTAL OF LETTER OF INTEREST:**

March 04, 2019, 1:30 p.m., Orlando local time

**AUTHORITY CONTACT PERSON:**

Ms. Aneth Williams  
Director of Procurement  
Telephone: (407) 690-5365

**LETTER OF RESPONSE ADDRESS:**

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Re: Construction Management Consultant Services  
Contract No. 001498

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Aneth Williams  
Director of Procurement

**CERTIFICATION REGARDING PROHIBITION AGAINST  
CONTRACTING WITH COMPANIES PURSUANT TO FLORIDA  
STATUTE SECTION 287.135(2)**

I hereby certify, pursuant to Section 287.135(2), Fla. Stat., that:

		TRUE – mark X	FALSE – mark X
1.	The company named below is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or engaged in a boycott of Israel.	_____	_____
2.	The company named below is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.	_____	_____
3.	The company named below is not engaged in business operations with Syria.	_____	_____
4.	The company named below is not engaged in business operations with Cuba.	_____	_____

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_

Title: \_\_\_\_\_

(Note: Failure to execute and submit this form may be cause for rejection of the LOI as non-responsive.)

Note:

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5), 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 been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.