



Alternative Delivery and Major Projects Division

Construction Manager at Risk (CMAR) Process Guide

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1 INTRODUCTION

1.01 Purpose

The purpose of this document is to establish and explain the Arizona Department of Transportation (ADOT)'s process for procuring and administering both the design and construction of transportation infrastructure through the Construction Manager at Risk (CMAR) method of project delivery (CMAR Process). The CMAR Contractor and the Design Consultant work collaboratively, while each has a direct contractual responsibility with ADOT. This method provides for contractor input during the design phase and accuracy and transparency in the construction pricing process. The CMAR Process also reduces ADOT's risk through agreement of a Guaranteed Maximum Price (GMP) during the design due to the CMAR Contractor's participation in reviewing contract documents. Designer-contractor disputes are reduced through conducting constructability reviews as the design progresses. Project quality, cost, and construction time have the potential to be improved with this project delivery method.

1.02 Scope

This guidance governs all ADOT personnel associated with the design and construction of bridges, highways or other transportation-related projects using the CMAR Process.

1.03 Authority

Arizona Revised Statutes (ARS) 28-7361 (see [Exhibit 2](#)), 28-7365 (see [Exhibit 3](#)) and 28-7366 (see [Exhibit 4](#)). Versions of the ARS are current as of the date of this document.

1.04 Abbreviations, Acronyms, and Definitions

The meaning of various abbreviations, acronyms, and capitalized terms used in this CMAR Process Guide (Guide) is defined in [Exhibit 1 \(Abbreviations, Acronyms, and Definitions\)](#).

1.05 Background

Design-Bid-Build (DBB) is historically the most common contracting approach for public owners. This traditional approach develops a design (in-house or consultant), bids the project through the low-bid process, and constructs the project with the lowest responsive and responsible contractor.

ADOT has also adopted Design-Build (DB) as an alternative project delivery method in which ADOT procures both design and construction services in the same contract from a single, legal entity, referred to as the Design-Builder. Typically, DB includes a two-step procurement where Proposers provide their qualifications in response to a Request for Qualifications (RFQ). ADOT evaluates and identifies a shortlist of three to five Proposers that are then allowed to submit proposals in response to a Request for Proposals (RFP). The proposals are typically scored based on their technical approach, fixed price, and/or schedule. The highest-scoring Proposer is selected to design and build the project.

ADOT has also undertaken the development of the CMAR Process as another alternative project delivery method. The CMAR Process occupies the middle ground between DBB and DB. The CMAR Process involves contracts between ADOT and the Design Consultant (unless ADOT is the designer, see [Section 2.02\(D\)](#) for limitations) and between ADOT and the CMAR Contractor. During design, the CMAR Contractor serves as an adviser. The CMAR Process involves two contracts with the contractor; one is for preconstruction services during design, and the second is for the construction itself.

The CMAR Process is an integrated team approach to planning, designing, and constructing transportation infrastructure, to control schedule and budget, and to ensure quality for the project owner. Expertise is engaged early in the design process to manage risk, improve constructability, and allow concurrent execution of design and construction without the owner relinquishing control over design details (unlike DB). Owner control is enhanced through more involvement with design details.

The CMAR Process benefits include:

- (A) Increases cooperation and coordination among the CMAR Contractor, the Design Consultant, and ADOT;
- (B) Increases effectiveness and constructability of the design due to the contractor's input during design and environmental clearance process;
- (C) Includes construction perspective on design decisions affecting both the types of materials specified and the means of construction;
- (D) Provides CMAR Contractor input to cost estimates, Value Engineering (VE) study, if required, and constructability reviews;
- (E) Reduces ADOT exposure to contractor claims and Supplemental Agreements that arise over design and constructability issues;
- (F) Provides Design Consultant input to schedule, cost estimate, VE study, if required, and incorporates constructability review comments into the design;
- (G) Allows the Design Consultant to tailor the design to the CMAR Contractor's strengths and preferred means and methods; provides more detail; and potentially reduces construction time.
- (H) Results in savings for Post-Design Services;
- (I) Emphasizes collaboration between the CMAR Contractor and the Design Consultant, while each has a direct contractual responsibility to ADOT;
- (J) Provides the ability to procure early work packages, mitigating the risk of construction price volatility and accelerating the schedule; and
- (K) Identifies risks and mitigation strategies early and assigns ownership to the CMAR Contractor, the Design Consultant, and ADOT working together; allows the CMAR contract to provide a mechanism to negotiate the allocation of risk between ADOT and the CMAR Contractor through the contractor's pricing structure.

The CMAR Contractor and ADOT can negotiate multiple GMPs and propose to construct portions of the work at any time, often while design of unrelated portions has not started. The CMAR Contractor and ADOT negotiate a GMP based on the design at that time, which includes the CMAR Contractor's Cost Model for the remaining design features. The Cost Model includes the plans, special provisions, contract time, allowances, all assumptions, explanations, and other data necessary to understand the methodology. Construction would not start until the GMP has been approved by the State Transportation Board and funding has been authorized by the Federal Highway Administration (FHWA) for federally funded projects.

Note: If using multiple GMPs, FHWA requires that each GMP must result in a "stand-alone" product (for federally funded projects).

It is ADOT's prerogative to determine at what design stage it would be most beneficial to engage the CMAR Contractor. In many cases, the maximum benefit is obtained when the CMAR Contractor is engaged after completion of Stage II (30%) design documents. There are instances where it may be more desirable to select the CMAR Contractor at another stage of development, based on the specific needs of a given project. Permission of the Alternative Delivery and Major Projects (ADMP) Division Director is required if the CMAR Contractor is being selected at or greater than Stage IV (90%) design.

If the CMAR Contractor and ADOT are not able to agree on a GMP, ADOT may elect not to execute a separate contract with the CMAR Contractor for the Construction Phase associated with the scope of work reflected in the GMP. If

- 1 ADOT opts to bid the project scope under its normal bid process, the CMAR Contractor will not be allowed to submit
- 2 a bid.

2 PROJECT INITIATION AND DEVELOPMENT

2.01 CMAR Project Characteristics

The CMAR Process is an advantageous project delivery method (see Exhibit 5, Contract Delivery Methods), when one or more of the following is present:

- (A) The design is technically complex, difficult to define, subject to change and/or has several design options that would benefit from contractor input prior to construction;
- (B) There is a high coordination requirement with various stakeholders, including external agencies, that make cost overruns and construction schedule a pressing concern;
- (C) The project cost is uncertain, and scope could be modified to meet budget limits;
- (D) The project is perceived as high risk and/or unknown risk;
- (E) The project is sequence (complex phasing) or schedule sensitive;
- (F) Right-of-way (ROW) needs are uncertain, and acquisition of parcel may be accomplished over time, increasing the need to factor in the contractor's phasing and preferred means and methods;
- (G) Collaboration is required for complex third-party (e.g., utilities, local jurisdictions, private developers, etc.) issues;
- (H) Environmental considerations need to be factored in earlier and need to be more clearly defined for all stakeholders; or
- (I) Advance purchase of materials would be beneficial to meet schedule requirements.

The CMAR Process is less suitable for straightforward projects that are easily defined and lack schedule sensitivity.

2.02 CMAR Project Selection

Criteria for project selection suitability for the CMAR Process are as follows:

- (A) **Funding:** the project must be programmed into the ADOT *Five-Year Transportation Facilities Construction Program* (see Section 2.03 for more details).
- (B) **Time:** there should be sufficient time to allow for the design/preconstruction and the construction of the project.
- (C) **Available CMAR Contractors:** There should be a sufficient pool of available capable highway/heavy construction contractors having experience with constructability, VE, and scheduling.
- (D) **Department Capabilities:** There should be in-house staff and consulting expertise, knowledgeable in the CMAR Process, readily available to manage and oversee the execution of the project's distinct phases. The ADOT Project Manager (PM) should have either prior CMAR Process experience or experience in handling both design and construction of complex, urgent, transportation projects. **Note:** ADOT can use in-house staff for all design services up to final design for bridges only. All other transportation facilities' in-house design services are capped at 20% of the design work.
- (E) **Environmental Issues:** The preparation of all environmental documents and the obtaining of required environmental and regulatory clearances shall be performed by ADOT (or its consultant). The CMAR Process requires extra diligence to be "out ahead" – to not impede the time savings that should accrue to this alternative project delivery method. The scope of any known remedial actions, such as environmental mitigation measures, site cleanup, or hazardous materials abatement, shall be clearly identified in the environmental documents and the RFQ. **Note:** Environmental clearances can also be

completed after the CMAR Contractor is on board for preconstruction services. The CMAR Process can influence design and the environmental clearance approach.

(F) **ROW Procurement:** ROW acquisitions shall remain the responsibility of ADOT; however, since available ROW significantly affects the final design, all efforts are expended to acquire necessary parcels prior to construction. It is permissible to specify ROW limits and require all design features to remain within ADOT's ROW.

(G) **Utilities:** The utility coordination can be the responsibility of the Design Consultant, CMAR Contractor or ADOT. Utilities and their lead time for relocation should be considered when selecting a project to use the CMAR Process.

2.03 Budget

When a section of roadway or transportation facility is being considered for the use of the CMAR Process, adequate funding must have been previously identified and approved for the work. Funds must be established in the ADOT *Five-Year Transportation Facility Construction Program* or long-range plan before the advertisement and the selection process begins. An exception would be emergency repair projects, which may also be considered for the CMAR Process.

2.04 Management Approval

Before beginning the development of Procurement Documents, a written request describing the reasons for using the CMAR Process shall be submitted to the ADMP Division Director for management approval.

2.05 Cost and Schedule Risk Assessment

A Cost and Schedule Risk Assessment (CSRA) may be prepared or updated for the project. This includes an in-depth risk assessment workshop that brings together internal and external stakeholders and subject matter experts (SMEs) to identify and evaluate risks, including threats or opportunities. A risk that is identified as a threat results in cost increases or schedule delays. An opportunity can result in cost savings or an improved schedule. Those risks are then prioritized, their impacts are quantified, consensus is formed around the appropriate response strategies, and the risk is assigned to an appropriate party. It is ADOT's intent to assign the risk to the party who is best able to define and manage the risk. The resultant report should be used to help prepare the Procurement Documents in relation to risks.

2.06 Project Team

(A) Project Manager (PM)

The PM is ADOT's lead individual and main point of contact for the project during design/preconstruction. The PM will be responsible for coordinating with the Engineering Consultant Section (ECS) for the procurement of the Design Consultant and with the ADOT Contracts and Specifications (C&S) Group for the procurement of the CMAR Contractor (for Preconstruction Services).

(1) Preliminary Design Phase

The PM should participate in the initial scoping of the project, including the development of the Design Concept Report (DCR) or Scoping Letter. Involvement is preferred in the necessary environmental studies, permits, and assessments required for the project, including reviewing environmental, archaeological and ROW documents. The PM is also responsible for ensuring adequate funding for the design and construction (including Design Consultant, CMAR Contractor, and Independent Cost Estimator (ICE)).

Prior to the Design Consultant and CMAR Contractor RFQ advertisement dates, the PM must be prepared to provide information about the project when meeting with prospective firms that are interested in the solicitation. The PM should prepare an outline to ensure the same information is provided to all prospective firms. The PM should also

be prepared to answer questions posed by the prospective firms. The questions and answers should be documented and retained in the project file.

(2) Design Consultant Procurement Phase

The PM should contact ECS to identify a staff member who will lead the procurement and administration of the Design Consultant contract. The PM should work with ECS to determine the method of procurement. ADOT retains several on-call contracts that may be available and provide an expedited selection process (these on-calls may have limitations on contract size, scope of work, etc.). Once the procurement method is determined, the PM responsibilities include, but are not limited to:

(a) Providing the:

- (i) Procurement schedule;
- (ii) Project goals;
- (iii) Design Consultant scope of work;
- (iv) Independent cost estimate;

(b) Support ECS in the determination of:

- (i) Disadvantaged Business Enterprise (DBE) participation goals (in conjunction with ADOT Business Engagement and Compliance Office (BECO));
- (ii) Design Consultant's key personnel and associated requirements;
- (iii) Members of the selection team;

(c) Performing reviews of the procurement-related documents;

(d) Participating as a member of the selection team (if applicable);

(e) Reviewing and approving the Design Consultant scope and fee proposal; and

(f) Supporting ECS in the negotiations and execution of the Design Consultant contract.

(3) CMAR Contractor Procurement Phase

An involved and well-informed PM can accurately communicate ADOT's scoping, ROW, and environmental concerns when developing the RFQ. The goal is to ensure that the solicitation documents are prepared in accordance with the scoping and environmental documents (if completed) and that the solicitation documents meet the needs of ADOT management and key project stakeholders. The PM must rely heavily on a multi-disciplined team in order to: (i) determine the prequalification requirements of a CMAR Contractor, as further described in [Section 3.07\(A\)](#); (ii) develop the project Procurement Documents; (iii) evaluate the Statement of Qualifications (SOQs); and (iv) oversee the preconstruction work.

In addition to participating in the various activities as part of the Core Procurement Team as specified in [Section 2.09](#), the PM responsibilities include, but are not limited to:

(a) Approving the:

- (i) Procurement schedule;
- (ii) Project goals;
- (iii) *Confidentiality and Disclosure Forms*;

(b) Determination of:

- (i) Approach to stakeholder involvement during the procurement;
- (ii) Who the ADOT Point of Contact (POC) will be throughout the procurement;
- (iii) CMAR Contractor's Key Personnel and associated requirements;
- (iv) Whether interviews will be included in the evaluation process; and
- (v) Members of the selection team;
- (c) Supporting the C&S Group with determination of DBE and On-the-Job Training (OJT) participation goals (in conjunction with ADOT BECO);
- (d) Performing reviews of the procurement-related documents;
- (e) Participating in all procurement activities, including but not limited to:
 - (i) Administering and supporting SOQ evaluations;
 - (ii) Development and administration of Reference Information Documents (RIDs);
 - (iii) Driving contract commercial close; and
- (f) Performing review and approval of all procurement-related documents;
- (g) Lead the negotiations and execution of the CMAR Contractor Preconstruction Services Contract, with support from the C&S Group.

(4) Preconstruction Phase

During the Preconstruction Phase, the PM is the primary POC, involved in the day-to-day operations of the project, and is the primary decision maker regarding design, environmental, ROW, and utilities. The PM plays an integral part in negotiating the Preconstruction Services Contract. The PM is also one of the ADOT Authorized Representatives whose signature will validate certain documents, including invoices.

Other examples of involvement are:

- (a) Management and administration of the Design Consultant contract, including coordination with ECS on payment and other contract matters;
- (b) Management and administration of the CMAR Contractor preconstruction contract, including coordination of payment of invoices with the ADOT Contracts Payable department;
- (c) Administers issue escalation process;
- (d) Coordinates and implements constructability review recommendations; and
- (e) Supports the District/Resident Engineer (RE), the District, and the Construction Group by reviewing all Cost Models, GMPs, allowances, assumptions and clarifications, the Construction Contract, and the Preconstruction Phase schedule.

(5) Construction Phase

During the construction phase, the PM continues to support the project; however, the RE becomes the primary POC, involved in the day-to-day construction of the project. The PM remains the primary decision maker regarding design, environmental, ROW, and utilities.

(B) District/Resident Engineer (RE)

The state is geographically split into seven districts, each led by a District Engineer or Administrator. The District is instrumental to the success of a CMAR project, leading the effort to recommend a project for consideration, participating on the CMAR selection team, and contributing to the SOQ development process. The District, through the RE, provides a foundation for the requirements of the Preconstruction Services Contract and engages the CMAR Contractor to improve the quality of the plans, manage scope creep, shorten project schedule and analyze budget constraints.

The District's role in the Preconstruction Phase is very similar to the District's role in the traditional DBB process, with the exception of contractor involvement. The District is engaged in the negotiation of the GMP, the contract allowances, and assumptions.

The District leads the effort to provide guidance to staff during the Construction Phase. This can entail documenting background information on how the GMP was developed, the types of allowances, allowable mark-ups on Supplemental Agreements and pay item documentation.

District responsibilities include:

- (1) Select the RE;
- (2) Provide leadership;
- (3) Hold District team accountable;
- (4) Review all potential Supplemental Agreements; and
- (5) Knowledge transfer of the process.

(1) CMAR Contractor Procurement Phase

The RE has an integral role to play in the development of the Procurement Documents. During the development of the Procurement Documents, the role of the RE is like a conventional DBB project. It is crucial for the RE to be involved with the preparation of Procurement Documents to ensure continuity during the construction of the project. The RE shall be part of the Core Procurement Team during the procurement process.

(2) Preconstruction Phase

The RE has an integral role to play in the development and execution of the Preconstruction Services Contract with the CMAR Contractor. The RE shall participate in design coordination meetings, review all Cost Models, GMPs, allowances, assumptions and clarifications, the Construction Contract and schedule. Other responsibilities include verifying item quantities for accuracy, reviewing criteria, and providing input for subcontractor selection.

(3) Construction Phase

The RE is ADOT's lead individual and main POC for the project during construction and will regularly coordinate with the PM throughout the construction phase. The RE is one of the ADOT Authorized Representatives whose signature will validate certain documents. As with a conventional DBB project, the RE supervises a team of individuals who are responsible for the daily inspection, material quality acceptance, and project documentation requirements at the site of construction. The RE and field personnel interact daily with the CMAR Contractor throughout the construction phase of the project to verify the CMAR Contractor complies with applicable federal, State, local, and other contractual requirements.

Other examples of involvement are:

- (a) Performing first review of all Supplemental Agreement requests submitted via the *Contract Modification Request Form* and providing recommendations regarding the CMAR Contractor's entitlement based on the Contract Documents.

- (b) Reconciling monthly estimate submitted by the CMAR Contractor with that of field personnel, approving and processing payment(s) using ADOT's construction software.
- (c) Tracking item quantity details for evaluation of under-runs.
- (d) Monitoring and evaluating the CMAR Contractor's schedule on a monthly basis during construction.
- (e) Providing written consent to the CMAR Contractor to proceed with use of an Allowance identified in the GMP, or subsequently added to the contract by Supplemental Agreement.

(C) Contracts and Specifications (C&S) Group

The C&S Group's primary responsibility is to assist the PM and RE in the procurement, development, and administration of the CMAR Contractor's preconstruction and construction contracts. The C&S Group also manages ADOT's Field Office Automated System (FAST). The C&S Group will assign a Procurement Manager during the procurement process. The Procurement Manager is a bipartisan representative on the Core Procurement Team, and their main purpose is to ensure the procurement process follows the prescribed procedures, which ensures a fair and competitive process for Proposers, solidifying the solidarity of the CMAR procurement process.

(1) CMAR Contractor Procurement Phase

The C&S Group's primary responsibilities in the CMAR Procurement Phase are to:

- (a) Help prepare the RFQ (especially the Advertisement, Construction Supplemental Conditions, and Construction Contract);
- (b) Obtain preconstruction and construction phase DBE and OJT participation goals (in conjunction with ADOT BECO);
- (c) Advertise the project for selection of the CMAR Contractor;
- (d) Serve as the ADOT POC with prospective Proposers;
- (e) Issue addenda, respond to questions, and manage communications with Proposers;
- (f) Receive the SOQ submittals;
- (g) Confirm prequalification requirements of Proposers;
- (h) Help review SOQs for pass, fail, and responsiveness requirements; and
- (i) Notify the selected Proposer and the unsuccessful Proposers of the final ranking (and provide debriefs to the unsuccessful Proposers, if requested).

(2) Preconstruction Phase

- (a) Provide technical assistance to the PM;
- (b) Participate in the development of the item specifications for allowances;
- (c) Provide guidance on reasonable costs and help negotiate the Preconstruction Services Contract;
- (d) Provide ADOT Engineer's estimate and review of Cost Models at each stage of development;

- (e) Review the GMP Table, GMP, Bonds, etc.;
- (f) Finalize the Construction Contract and special provisions;
- (g) Complete funding obligation/authorization and coordination with FHWA (as required);
- (h) Assist with the award package submitted to the State Transportation Board for approval;
- (i) Execute the Construction Contract; and
- (j) Enter pay items in FAST based on final list agreed by ADMP PM and RE.

(3) Construction Phase

- (a) Provide technical assistance to the RE.

(D) ADMP Division

ADMP's primary responsibilities in the CMAR Process are to:

- (1) Provide the PM;
- (2) Help prepare the RFQ for the Design Consultant and CMAR Contractor;
- (3) Develop the schedule for advertising, reviewing, and selecting the CMAR Contractor;
- (4) Assist C&S Group with advertising the project for selection of the CMAR Contractor;
 - (a) Assemble the selection team;
 - (b) Receive the SOQ submittals;
 - (c) Review SOQs for pass, fail, and responsiveness requirements, conduct reference checks, issue addenda, respond to questions, and manage communications with Proposers;
 - (d) Facilitate the qualitative evaluation of the SOQs by the selection team, consensus meetings, Proposer interviews, ultimately leading to the recommendation of a final ranking of Proposers;
 - (e) Provide scoring documentation and final ranking of Proposers to the ADMP Division Director for approval;
 - (f) Coordinate with the C&S Group to notify the selected Proposer and the unsuccessful Proposers of the final ranking (and provide debriefs to the unsuccessful Proposers, if requested);
- (5) Provide guidance on reasonable costs and negotiate the Preconstruction Services Contract; and
- (6) Provide ADOT Engineer's estimate and review of Cost Models at each stage of development.

ADMP is also responsible for assisting ECS with selecting the Design Consultant (see [Section 2.07\(A\)](#) for more details).

ADMP also processes payments to both the CMAR Contractor (via Contracts Payable) and the Design Consultant (through ECS) during the Preconstruction Phase.

(E) Technical Leaders and Managers

Technical leaders and managers from the various design and technical groups participate in the design process, similar to a DBB project. The PM will reach out to the design section managers to obtain a list of the technical experts who will be assigned to assist with the project. The CMAR Process schedule is critical; therefore, timely reviews by technical leaders are crucial. The PM is ultimately responsible for ensuring that issues are resolved in a timely manner.

(F) Engineering Consultants Section (ECS)

ECS's primary responsibility is the advertisement, selection, negotiation, execution, and administration of the Design Consultant contract, including payments. Refer to the ADOT Consultant Contract Manual for more information ([ECS consultant resources](#)).

(G) Business Engagement and Compliance Office (BECO)

BECO endeavors to facilitate access and equal opportunity for disadvantaged businesses to participate in federal-aid transportation projects. BECO's goal is to promote a diverse contracting workforce while fulfilling federal obligations and requirements. Key points of coordination with BECO will include:

- (1) Coordination with BECO is required on all federally funded projects.
- (2) During the preliminary design phase and prior to solicitation for the Design Consultant, the PM will coordinate with BECO to determine if the project requires DBE and OJT goals during design/preconstruction and/or construction. Typically, this requirement is based on the funding source (federally funded projects require DBE and OJT participate; state-funded projects do not); however, there could be other factors that create exceptions to that rule.
- (3) Prior to solicitation for the Design Consultant, the PM will coordinate with ECS and BECO to fill out the necessary project information and request a DBE goal for design/preconstruction (if required). The DBE goal will be included in the solicitation for the Design Consultant. The DBE goal for design/preconstruction will be wholly assigned to the Design Consultant and tracked and monitored by ECS and BECO.
- (4) Whether the Construction Phase will require DBE and OJT participation will be included in the solicitation for the CMAR Contractor. The actual goals will not be requested until the Preconstruction Phase. The timing of the request will be determined in coordination between the PM and CMAR Contractor, but must be prior to the development of the GMP Proposal. A single DBE goal for the entire project should be requested, not individual DBE goals per GMP, if multiple GMPs are used. The DBE goal for construction will be wholly assigned to the CMAR Contractor and tracked and monitored by the RE and BECO.

(H) Construction Group

The Construction Group supports ADMP in the CMAR Process. Upon notification by the PM of an upcoming CMAR project, the Construction Group will select the ICE from the firms available under the Alternative Delivery and VE On-Call contract. If a VE study is required, the Construction Group will also coordinate that process (see [Section 4.03](#) for more details). The Construction Group shall support ADMP staff regarding policies and procedures, identify technical expertise needed for the selection process, assist in negotiations, and review Cost Models and GMPs.

(I) State Engineer

The State Engineer's Office provides support to ADMP for the CMAR Process. The State Engineer's Office will maintain an open dialog with key stakeholders, such as:

- (1) FHWA;

- (2) ADOT Staff;
- (3) Arizona Council of Engineering Consultants (ACEC of AZ);
- (4) Arizona Associated General Contractors (AZAGC);
- (5) Local Governments;
- (6) Attorney General's Office; and
- (7) Public.

2.07 Contracted Parties

(A) Design Consultant

(1) Preconstruction Phase

The Design Consultant works collaboratively with the CMAR Contractor. There are many similarities between the CMAR Process and DBB project delivery method. The same deliverables are required, with the exception that the contractor is now engaged and part of the process.

If ADOT accepts the GMP and a Notice of Award is issued for the Construction Phase, there is no change to the Design Consultant's contract. The Design Consultant must complete and submit all deliverables in the final design scope of work. On projects with multiple GMPs, the Design Consultant has the potential to be working on both design and post-design services (PDS) for different elements of the project. Issues dealing with schedule slips during design are the primary responsibility of the Design Consultant, who must develop the plan to get back on track.

The Design Consultant also prepares a Critical Path Method (CPM) schedule for design that the CMAR Contractor incorporates into the Preconstruction Phase schedule. The Design Consultant provides an estimate that is compared to estimates produced by ADOT, the ICE, and the CMAR Contractor (as reflected in the Cost Model).

Per ADOT's Conflict of Interest Policy, the CMAR Contractor shall not subcontract any portion of the contract to an entity that is, or has been, employed by the Design Consultant in the design of the project unless approved by ADMP.

(2) Construction Phase

During the Construction Phase, the Design Consultant may provide PDS in support of ADOT. The scope of services will be determined during the Preconstruction Phase, and a contract modification executed to extend and define the Design Consultant's responsibilities during the Construction Phase.

(B) CMAR Contractor

(1) Preconstruction Phase

The CMAR Contractor's main objective is to interface with ADOT and the Design Consultant during the Preconstruction Phase of the project. The CMAR Contractor will be part of the team that reviews the plans for constructability and biddability and provides input on the sequence of construction. The CMAR Contractor's technical experience, resources, and approach (means and method) will identify potential risks that can influence cost and schedule.

The CMAR Contractor's candid discussion early in the design will allow the development of a clear, concise scope and validate ADOT's budget through compilation of a Cost Model (continually updated throughout the Preconstruction Phase until a GMP agreement is reached). The CMAR Contractor may provide ideas to optimize project schedule and reduce costs while not impacting the quality. The CMAR Contractor's responsibility is to reconcile project quantities and develop a GMP for construction.

Other responsibilities include:

- (a) Conducting a site investigation;
- (b) Preparing a Construction Management Plan (CMP);
- (c) Preparing a CPM project schedule for design and construction;
- (d) Procuring long-lead time items;
- (e) Permitting, subcontractor preparation and packaging; and
- (f) Verifying design quantities.

(2) Construction Phase

If ADOT and the CMAR Contractor reach agreement on the GMP and Construction Contract terms, and the project is awarded and approved by the State Transportation Board, the CMAR Contractor is wholly responsible for the construction of the project in accordance with the Construction Contract. The CMAR Contractor will work closely with the RE and District staff to execute the Construction Work.

(C) Independent Cost Estimator (ICE)

The primary responsibility of the ICE is to engage in a constructive dialog with ADOT, the Design Consultant, and the CMAR Contractor during the Preconstruction Phase of the project. The ICE will develop a detailed independent cost estimate for the contract items and review the CMAR Contractor's schedule and Cost Model. The ICE's analysis will red-flag cost and/or schedule variances, validate the CMAR Contractor's price structure and assist in negotiation of the GMP.

The secondary role of the ICE is to provide technical support during the development of the project plans, as follows:

- (1) Attend task meetings, as required
- (2) Provide guidance on reasonable fees and overhead

The ICE is selected by the Construction Group from their consultant on-call contracts. The PM should coordinate with the Construction Group early in the process so there is adequate time for the ICE to be selected and execute a contract with ADOT.

2.08 Third Parties

(A) FHWA (for federally funded jobs)

The guiding document governing the ADOT's relationship with FHWA is the Stewardship Agreement. Each project is carefully considered by the FHWA for use of the CMAR Process. ADOT encourages FHWA staff to attend task meetings and be a member of the VE study team whenever possible.

FHWA approves funding for all federal-aid CMAR projects (funding approval is given in stages for preconstruction and construction services). FHWA reviews the ADOT estimate, the GMP and the construction contracts. Participation also involves reviewing and recommending all Contract Modification Requests and approving all Supplemental Agreements for full oversight.

2.09 Core Procurement Team

The Core Procurement Team should be comprised of the following members: PM, Deputy Project Manager overseeing the procurement process (If available), POC (typically the Procurement Manager from the C&S Group), the RE, various technical leaders and managers relevant to the design of the project, and consultants (if any).

As determined by the PM, certain members of the Core Procurement Team will be involved in various activities during the procurement process, including, but not limited to:

- (A) Attending Core Procurement Team meetings to give the team updates and to answer questions as appropriate;
- (B) The CMAR Contractor Procurement Phase:
 - (1) Developing the RFQ;
 - (2) Answering Proposer questions;
 - (3) Preparing addenda;
 - (4) Developing the SOQ Evaluation Manual;
 - (5) Facilitating or attending the SOQ Evaluation Training Workshop;
 - (6) Participating in the SOQ evaluation process;
 - (7) Developing the RIDs;
 - (8) Awarding the project; and
 - (9) Executing the project.

2.10 Confidentiality

Confidentiality is important to the integrity of the procurement development and process for ADOT. All participants in the development of the Procurement Documents, procurement process, and evaluation of SOQs are required to sign ADMP's standard *Confidentiality and Disclosure Forms*. See [Exhibit 6 \(Confidentiality and Disclosure Forms\)](#). Such participants should sign the agreement:

- (A) Prior to procurement discussions/Procurement Document development;
- (B) At the SOQ Evaluation Training Workshop, unless previously signed as part of the item [\(A\)](#);
- (C) After SOQs are submitted; and
- (D) Every time a Proposer adds a new team member (whether it be a firm or a person) during the procurement process.

If an actual, potential, or perceived conflict of interest is identified for the PM or the RE, the ADMP Division Director will determine the resolution of the conflict of interest under the applicable conflict of interest policy for a determination as to whether, and to what extent, that individual may participate in the procurement process. If participation is approved, the ADMP Division Director will also determine whether conditions or measures shall be imposed as mitigation to ensure a fair procurement process. For any actual, potential, or perceived conflicts of interest identified for other team members, the PM will make those determinations.

2.11 Procurement Methodology

The process for selecting the CMAR Contractor must be clear, efficient, fair, and applied uniformly. The purpose is to: 1) receive the best value using this procurement method; and 2) build a project that meets the quality, schedule, budget expectations, and other project goals and objectives of ADOT.

The CMAR Contractor is selected based on qualifications (as provided in ARS § 28-7366 C.2.). This involves the submission of SOQs from prequalified contractors (joint ventures are permitted) and the development of a shortlist from all the responsive submittals (which will be at least three firms and up to five firms). The SOQs from the Proposers are evaluated, and interviews may be conducted with the short-listed Proposers. ADOT will negotiate with

the highest qualified Proposer from the final list. If ADOT is unable to successfully negotiate a contract with the highest qualified Proposer, then ADOT will negotiate with the next highest qualified Proposer. The CMAR Contractor is selected based on demonstrated competency and qualifications. The CMAR Procurement Phase is further described in [Section 3](#).

ADOT's standard prequalification requirements apply, and each contractor must be prequalified with the C&S Group to perform the construction work.

2.12 Procurement Document Templates

Procurement Documents will be assembled by ADMP (and their consultants, if any), reviewed by the Core Procurement Team, published by the C&S Group, and made available to the public on the ADMP website. The following documents are the starting point when developing the Procurement Documents:

- (A) *ADOT CMAR-RFQ-Template* (under development);
- (B) *ADOT CMAR-SOQ-Evaluation-Manual-Template* (under development);
- (C) *ADOT CMAR-Preconstruction-Contract-Template* (under development); and
- (D) *ADOT CMAR-Construction-Contract-Template* (under development).

The templates were developed for federally funded projects and must be modified as appropriate for non-federally funded projects. When using the templates, the user should not delete sections but instead delete the content of the section and revise the heading to say, "Intentionally Left Blank." The reason for this is that other documents, such as *Subcontractor Request Forms* (SRFs), may include specific section references to these documents. Additional details regarding the development of the Procurement Documents are described in [Sections 3](#) and [4](#).

2.13 Program Schedule

The PM (and their consultants, if any) should develop a program schedule for the project that includes all major activities, including but not limited to the following, as applicable:

- (A) Major milestones;
- (B) FHWA coordination and required approval process;
- (C) Environmental:
 - (1) Environmental clearance process;
 - (2) Pre-contract award environmental process (e.g., biological resources, cultural resources);
 - (3) Permitting;
- (D) Design;
- (E) ROW acquisition process per parcel;
- (F) Utilities:
 - (1) Utility agreement process;
 - (2) Utility investigation process;
- (G) Geotechnical investigation process;
- (H) Joint Project Agreements (JPA) and Intergovernmental Agreements (IGA) process;
- (I) Authorization documents approval process;

- (J) Detailed procurement process; and
- (K) High-level design and construction schedule.

The PM should determine the level of detail that should be in the program schedule and what assumptions should be made.

2.14 Public Records Requests

A CMAR project includes numerous documents that are developed by ADOT or that ADOT has received from another party. For the purposes of this Section 2.14, “documents” means all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, other graphic and visual aids, and other documentary materials related to the CMAR project. It is recommended that a document disposition matrix be developed per CMAR project that distinguishes which documents are to be destroyed, archived, etc. A sample document disposition matrix that focuses on the documents related to the procurement process is provided in Exhibit 8 (*Sample Document Disposition Matrix*).

All documents are subject to the Arizona Public Records Law and other associated laws. A public records request may be submitted at any time during the development of the CMAR project, procurement process, preconstruction phase, construction phase, or after Final Acceptance. However, if a public records request is submitted during an active procurement, ADOT is not obligated to provide information that could impact the outcome of the procurement. ADOT would be required to provide such requested information after the procurement is complete. It is imperative that from the early stages of the CMAR project development, through procurement, during the preconstruction and construction phases, and after Final Acceptance, all documents are properly named and filed in an organized manner, and ultimately archived on ADOT’s Google Drive to allow for easy retrieval.

End Section

3 CMAR CONTRACTOR PROCUREMENT PHASE

3.01 General

Section 3 provides the reader guidance on the CMAR procurement process. The intent is not to give specific wording requirements or even dictate how the document should be organized and formatted. Rather, the purpose is to address elements that should be included in any CMAR procurement.

The PM or the ADOT POC should establish the project e-mail address by submitting a request to ADOT's Information Technology Group prior to advertising the project. The ADOT POC will be the primary person who uses the e-mail address and should make the PM their backup. The typical naming nomenclature for the project e-mail address is: [TRACS]_[Delivery Method]_[Route].

After advertisement, the project e-mail address is the sole medium for conversing with Proposers regarding the project. When communicating to all Proposers, the ADOT POC should send the e-mail from the project e-mail address and blind carbon copy (BCC) the Proposers and the Core Procurement Team.

3.02 Pre-submittal Conference or Industry Forum

A pre-submittal conference or industry forum may be held for all firms and individuals to discuss the scope of the project, to introduce ADOT's CMAR management team, to clarify the CMAR Contractor selection process, to inform attendees about the availability of supplemental technical information for the project (such as DCRs, environmental studies, etc.), and to answer any questions. This meeting should take place approximately 30 calendar days in advance of the advertisement.

Once the RFQ is advertised, no direct discussions about the project are allowed between ADOT staff (including consultants) and the potential Proposers (including subcontractors). All communication must be directed to the ADOT POC.

3.03 CMAR Contractor Advertisement

The CMAR Contractor advertisement notifies the construction industry of an impending CMAR project. The advertisement summarizes the project and the CMAR Contractor selection process and gives instructions on how the RFQ can be obtained. An RFQ, including any reference material, is available from the C&S Group. All CMAR project advertisements are posted on the C&S Group website under "Advertised Alternative Delivery Projects."

The advertisement will include a description of the project, requirements for prequalification, additional technical qualifications desired, instructions on how to obtain the RFQ, the program amount of the project, and the deadline for submitting SOQs.

3.04 RFQ Development

(A) General

ARS § 28-7366(C)(1) requires that the RFQ shall:

- (1) Include the number of persons or firms to be included on the final list. At least three but not more than five persons or firms shall be on the final list.
- (2) State the criteria to be used by the selection team to select the person or firm to perform the construction services. The RFQ shall also state, in a manner determined by the department, the relative weight of the selection criteria.
- (3) If the department will hold interviews as part of the selection process, state that interviews shall be held and the number of persons or firms to be interviewed, which shall be at least the number of persons or firms to be included in the final list but not more than the number of persons or firms to be included in the final list plus two.

Additional items that shall be included in the RFQ include:

- (1) A copy of the CMAR solicitation advertisement;
- (2) Project description including constraints related to traffic, utilities, the environment and ROW;
- (3) Available information about the project (plans, reports, etc.);
- (4) A description of the selection process, including the selection process calendar;
- (5) The minimum qualifications of the CMAR Contractor;
- (6) SOQ formatting instructions and documentation requirements with associated scoring criteria;
- (7) Oral interview requirements or lack thereof;
- (8) The scope of work for preconstruction;
- (9) The scope of work for construction services;
- (10) A copy of the Design Consultant's scope of work;
- (11) The Preconstruction Contract; and
- (12) The Construction Contract.

ADMP, with support from its consultants, shall prepare the RFQ, the associated SOQ Evaluation Manual, and SOQ Evaluation Training Workshop Presentation using ADOT's templates as a base (See [Section 2.12](#)). The RFQ should focus on the qualifications of the Proposers and their Key Personnel and must not require the Proposer to perform any technical evaluation, detailed scheduling of project specifics, or any pricing of the project.

(B) Procurement Schedule

The RFQ must include the procurement schedule. This schedule summarizes not only the deadlines for Proposers to submit questions and the SOQs, but establishes the anticipated schedule for short-listing firms, interviews (if included), and awarding the contract. All key milestones in the selection process should be listed in the schedule. A schedule helps the Proposers plan their work and requires ADOT to commit to deadlines that will ensure efficiency and fairness in the selection process.

(C) Key Personnel

Key Personnel must be included in the RFQ based on the project details. When identifying the Key Personnel and their associated requirements, the PM should discuss such information with the technical leaders and managers to make sure the Project Team understands that the years' experience listed are preferences and not requirements. In addition, the requirements list of each Key Personnel in the RFQ should not change during the project because the Proposers proposed those Key Personnel in their SOQs based on those requirements, and ADOT selected the CMAR Contractor based in part on those proposed Key Personnel.

(D) SOQ Page Limitation

The maximum number of pages in the SOQ will be determined by the PM and should be kept to the minimum required to evaluate Proposers' qualifications. Page and sheet limitations should be listed in the RFQ.

(E) SOQ Content

ADMP, along with the PM, will provide guidelines as to the general content, evaluation criteria, and scoring requirements for the SOQ. ADMP, along with the PM, will determine if interviews will be included in the evaluation process and, if so, stated in the SOQ. The RFQ should describe the content of the SOQs that ADOT is requesting from

Proposers to evaluate the qualifications of the Proposers. The RFQ should not request information from Proposers that will not be evaluated. The SOQ submittal is not intended to be a detailed submittal on how each firm will build the project. Rather, the SOQ submittal is intended to find out how each Proposer will approach both the preconstruction and construction phases of the project. It describes the processes and qualifications of the resources that each firm will use to tackle the project. The SOQ is also used to evaluate the Proposer's understanding of the project's scope and their grasp of the issues involved. Also, the SOQ shall demonstrate each Proposer's experience and resource capabilities of delivering the proposed project successfully. ADOT is interested in getting the best talent and most qualified firms capable of doing the job.

The SOQ should include the following main technical sections:

- (1) *Experience and Past Performance;*
- (2) *Proposer Organization;*
- (3) *Key Personnel;*
- (4) *Project Understanding and Management Approach;*
- (5) *Quality Management;* and
- (6) *Safety Information.*

Each Proposer should be using the SOQ as a way of introducing their team and people to ADOT.

CMAR contracts are awarded in accordance with a Qualification-Based Selection (QBS) process. No work-hour estimates or price information shall be submitted by the Proposer in SOQs.

Timely receipt of the SOQ will be determined by the date and time the document is received by the C&S Group, as specified in the RFQ, until the deadline. Proposers are solely responsible for timely submission of SOQs and are encouraged not to wait until the last minute to submit SOQs. All materials submitted in response to the RFQ become the property of the State of Arizona and shall not be returned.

(F) Evaluation Criteria

The RFQ should include the evaluation criteria listed in relative order of importance for each criterion. As it pertains to both establishing the evaluation criteria for the SOQ and evaluating the SOQ, ADOT should look at:

- (1) How well the Proposer understands the project and the issues;
- (2) The individual team members and their team experience;
- (3) Each Proposer's resources and ability to handle a project of this complexity and size;
- (4) The business practices of the Proposer; and
- (5) Their quality process and safety procedures.

The PM and Selection Official should establish the required content of each submittal (what the team would like to see) on a section-by-section basis, determine the evaluation criteria to be used (how each section of the proposal will be evaluated), and then decide on the scoring breakdown for the proposal (the points assigned to each section). The scoring breakdown should also identify the weighting between the SOQ and the Interview (if included). Points for specific categories may vary from project to project due to specific characteristics of each project.

(G) RFQ Advertisement Process

After the RFQ has been reviewed and approved by the Core Procurement Team, they will package the RFQ with all necessary attachments and submit it to the C&S Group. The RFQ will be advertised on the *Current Alternative*

Delivery Projects section of the C&S Group website. The Core Procurement Team should be aware of the upload capacity limitation of 256MB of the C&S Group website and compress/zip files and folders as necessary.

The Core Procurement Team should allow at least 28 days, excluding holidays, for the project to be advertised on the C&S Group website. The C&S Group will take the RFQ and post it on the C&S Group's website.

3.05 RFQ Issuance Period

(A) General

During the RFQ Issuance Period, the Core Procurement Team will work in close collaboration with the C&S Group to manage the process. All communications will go to and come from the ADOT POC. The RFQ, the responses to questions, comments, and clarification requests described in Section 3.05(B), and any addenda as described in Section 3.05(C) are issued on the C&S Group website.

(B) Questions and Responses

ADOT will consider questions, comments, and clarification requests regarding the RFQ from the Proposers. All questions to ADOT must be in writing on the form provided in the RFQ and should be sent to the ADOT POC. The ADOT POC will, in turn, forward the questions to the Core Procurement Team to formulate mutually agreed-upon responses. ADOT will respond only to those questions, comments, and clarification requests that ADOT deems to be material and that are not adequately addressed in previously provided documents. ADOT will state the questions, comments, and clarification requests along with its responses. The PM (or its consultants) should phrase definitive responses as well as whether a change to the RFQ will be needed, and specify which addenda (if any) the change will appear for the Core Procurement Team's review. The responses should be short and must answer the question, but expanding on the response is recommended to provide for clarity purposes. ADOT may rephrase questions, comments, or clarification requests as it deems appropriate, and may consolidate questions, comments, or clarification requests concerning the same or similar subject. The goal of this process is to ensure fairness and maintain a level playing field for all Proposers. Questions, comments, and clarification requests during the RFQ Phase typically are regarding the project at a high level, the procurement process, and SOQ submittal requirements.

Other than provided above, no direct discussions about the project are allowed between ADOT staff (including consultants) and the potential Proposers (including subcontractors) once the RFQ is advertised.

(C) Addenda

ADOT may issue addenda during the RFQ Phase at any time prior to the SOQ Due Date; however, it is recommended to allow Proposers a minimum of one week to prepare and submit SOQs after issuance of the last addenda. When issuing addenda, the addenda should include a cover letter, a PDF "redline" version of the RFQ that shows the changes from the previous version using track changes (formatting changes can be turned off from the view before making the PDF), and a clean PDF of the RFQ with all track changes accepted.

3.06 SOQ Evaluation Manual Development and Training

(A) Evaluation Organization

The PM will establish an Evaluation Committee, with the approval of the ADMP Division Director, to review/evaluate SOQs, and that will recommend the final list/ranking of Proposers. The Evaluation Committee is comprised of:

- (1) Selection Official;
- (2) Selection Team;
- (3) Procurement Advisory Group (PAG);
- (4) Procurement Facilitator;

(5) ADOT POC; and

(6) Observers.

Specific requirements and recommendations regarding each subgroup of the Evaluation Committee are described below.

(1) Selection Official

The Selection Official is the individual in the Evaluation Committee who:

- (a) Has final say on all evaluation process matters;
- (b) Establishes the relative weighting of the evaluation criteria via total points or adjectival ratings;
- (c) Makes the final determination with respect to responsiveness of a SOQ, performance against the criteria for pass/fail of non-scored categories of the SOQ;
- (d) Makes the final determination with respect to the shortlist of Proposers to be interviewed (if included); and
- (e) Makes the final determination with respect to the final list/ranking of Proposers and submits to the ADMP Division Director for concurrence.

The ADMP Division Director or designee will be the Selection Official.

(2) Selection Team

The PM shall propose a list of the selection team members who will evaluate the SOQs against the evaluation criteria with the assistance of the PAG and that will furnish to the Selection Official recommendations with respect to the SOQs' performance against the responsiveness requirements (e.g., the submittal requirements regarding the contents and format of the SOQs), pass-fail criteria, and qualitative evaluation criteria, and submit the list to the ADMP Division Director for approval. The ADMP Division Director must approve the selection team list prior to the SOQ Evaluation Training Workshop.

The selection team will review and evaluate all responsive SOQs submitted by Proposers to determine a final list/ranking of Proposers.

Per ARS 28-7366 C.2., the selection team shall consist of at least three members with the following requirements:

- (a) Members may include ADOT employees or outside consultants.
- (b) **At least one member must be a senior management employee of a licensed contractor:**
 - (i) The PM should contact the Assistant State Engineer for Construction for guidance regarding contractor selection;
 - (ii) The PM may reach out to the President of AZAGC to obtain a list of interested candidates;
- (c) At least half the team shall be professionally licensed engineers or architects.
- (d) No members can have any interest in the project or an association that can be construed as a conflict of interest with potential contractors, designers or subcontractors.

ADOT recognizes the advantages of maintaining continuity of selection team members; therefore, efforts will be made to retain selection team members throughout the entire evaluation and selection process.

The PM should be included on the selection team as well as any other key project member, such as the RE. As a matter of policy, the selection team (other than the licensed contractor and the consultant, if participating) should be ADOT employees or other public officials.

(3) Procurement Advisory Group (PAG)

The PM will assign a group of individuals that is comprised of staff from ADOT and its consultants with technical expertise to serve in an advisory capacity, and such group will not make recommendations with respect to the SOQ's performance against the evaluation criteria, rating/scoring, or shortlist determination. The consultants of this group should perform responsiveness reviews, responsibility reviews, reference checks, and be SMEs to provide the selection team with technical expertise.

(4) Procurement Facilitator

The Selection Official will assign a Procurement Facilitator to serve as a POC, advising the Evaluation Committee in the SOQ evaluation process with respect to any procedural or administrative issues that arise during the SOQ evaluation process. The Procurement Facilitator will assist with drafting any correspondence to Proposers as part of the SOQ evaluation process. The Procurement Facilitator will also facilitate the consensus meeting with the selection team. The Procurement Facilitator can be an ADOT employee or consultant.

(5) ADOT Point of Contact (POC)

The PM will assign an ADOT POC, typically a Procurement Manager from the C&S Group, for the procurement process to be the sole point of contact for communications between ADOT and Proposers. All correspondence from ADOT to Proposers will be transmitted by and in the name of the ADOT POC. All correspondence from Proposers to ADOT will be transmitted to the ADOT POC, who will be responsible for distributing the correspondence to the appropriate Project Team members (typically the Core Procurement Team). The ADOT POC shall not respond to any other person or entity that contacts ADOT regarding the procurement. The ADOT POC should remind any entity or person attempting to communicate with ADOT of the requirements specified in the RFQ. The ADOT POC can also be the Procurement Facilitator.

(6) Observers

The PM may allow stakeholders and the FHWA to participate in the SOQ evaluation process as ex officio, non-voting observers.

(B) SOQ Evaluation Manual

ADMP and its consultants, if any, will have the primary responsibility to develop the SOQ Evaluation Manual using the *ADOT CMAR-SOQ-Evaluation-Manual-Template* as a base (See [Section 2.12](#)). The SOQ Evaluation Manual establishes the process for evaluating SOQs received from Proposers and is intended to create a confidential, fair, consistent, and uniform basis and approach for the evaluation of SOQs and to generate a final list/ranking of Proposers. The SOQ evaluation process is also intended to ensure SOQs are evaluated in accordance with the criteria set forth in the RFQ, and to facilitate ADOT's selection of the most qualified Proposer so that the project can proceed on schedule. The SOQ Evaluation Manual must be completed prior to the SOQ Evaluation Training Workshop.

(C) SOQ Evaluation Training Workshop

Prior to the SOQ Due Date (preferably not earlier than a week prior to the SOQ Due Date), the PM (with the assistance of its consultants) will schedule an SOQ Evaluation Training Workshop. At the workshop, the Selection Official or the PM shall present the project to the Evaluation Committee and explain the important issues and project goals. The Selection Official or the PM should also emphasize what the Evaluation Committee should look for in reviewing the SOQs. If any of the evaluation criteria in the RFQ require more explanation, the PM can arrange to have an

appropriate technical group representative educate the Evaluation Committee about the particular evaluation criteria.

Prior to evaluating/reviewing SOQs, the Evaluation Committee shall sign the applicable *Confidentiality and Non-Disclosure Agreement* included in Exhibit 6. If an actual, potential, or perceived conflict of interest is identified, the Procurement Facilitator, in consultation with the PM, will raise the issue with the Selection Official. The Selection Official will determine the resolution of conflicts of interest under the applicable conflict of interest policy for a determination as to whether, and to what extent, that individual may participate in the SOQ evaluation process, and, if participation is approved, what measures shall be imposed as mitigation to ensure a fair evaluation. In addition, the Evaluation Committee must have a copy of and review the SOQ Evaluation Manual, the RFQ, including any addenda. The Evaluation Committee must be familiar with such documents prior to evaluating/reviewing SOQs.

3.07 SOQ Evaluation Process

(A) Prequalification Requirements

To submit an SOQ, interested firms must have prequalification with ADOT for the Project. Each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise) and the Lead Contractor must be prequalified as a contractor with ADOT. A member's share of a consortium may not exceed its prequalification limit. Proposers that are not prequalified shall submit the prequalification application a minimum of 15 calendar days prior to the submittal of an SOQ. Firms proposing as a joint venture shall submit their joint venture application a minimum of 20 calendar days prior to the SOQ Due Date to the C&S Group. The ADOT POC will check the prequalification status concurrent with the packaging and delivery responsiveness evaluation/review.

If such entities are not prequalified, then the Procurement Facilitator will notify the Selection Official of the finding and the Selection Official may, in their discretion, direct the Procurement Facilitator to prepare a notification to the Proposer requesting additional or clarifying information from the Proposer prior to final determination of a Proposer's responsiveness and responsibility status.

(B) Packaging and Delivery Responsiveness Evaluation/Review

Upon receipt of SOQs by the ADOT POC, the ADOT POC must forward the SOQs to the PM or designee for logging and loading into the document management system to make ready for evaluation/review. The first step for the Evaluation Committee is to review the responsiveness of each SOQ against the packaging and delivery requirements established in the RFQ. The C&S Group, with assistance from the PAG, will lead the effort of evaluating and certifying that the SOQs meet the packaging and delivery requirements.

Each SOQ that is found to be responsive regarding the packaging and delivery requirements will continue with the next step of the evaluation process. Proposers shall be notified by the ADOT POC if the SOQ has been rejected.

(C) Responsiveness and Responsibility Evaluation/Review

Upon notification that SOQs are ready for evaluation and review after the packaging and delivery responsiveness evaluation/review and the prequalification status check, the C&S Group with assistance from the PAG, will review each SOQ for responsiveness to the submittal requirements and against the criteria for pass/fail of non-scored criteria categories set forth in the RFQ. Upon completing their initial responsiveness and responsibility reviews, the PAG may draft clarification request letters to each Proposer requesting any items or additional information the PAG requires to finalize their review. Each letter will list the item or information requested, and will establish a timeline (e.g., two days) by which the Proposers must provide the item or information requested. Upon completion of their review, the PAG will submit a summary of findings regarding their responsiveness and responsibility review to the C&S Group. The C&S Group will make the final responsiveness and responsibility determination and submit a memorandum to the Selection Official to file.

Each SOQ that is found to be responsive regarding the responsiveness and responsibility evaluation/review will continue with the next step of the evaluation process. Proposers shall be notified via phone by the ADOT POC if the SOQ has been rejected, followed by a written e-mail notification.

(D) Qualitative Evaluation/Review

Those SOQs that are deemed responsive and those Proposers deemed responsible will be evaluated qualitatively. The PAG will perform all reference checks, summarize their findings, and submit/present them to the selection team. The selection team will use the summary of findings when performing their qualitative evaluation of each SOQ. Upon completing their initial evaluations/reviews of the Proposers' technical qualifications, the selection team and PAG may meet separately with the Procurement Facilitator to draft clarification request letters for each Proposer requesting any items or additional information required to finalize their qualitative evaluations/reviews. Thereafter, the Procurement Facilitator will consolidate the selection team's and PAG's questions into a single letter for each Proposer, which will list the item or information requested, and will establish a timeline (e.g., two days) by which the Proposers must provide the item or information requested. After the selection team has completed their qualitative evaluation of each SOQ, the selection team will then meet with the PAG to discuss the strengths and weaknesses of each Proposer against the evaluation criteria. The Procurement Facilitator will facilitate the consensus meeting where the selection team will discuss the strengths and weaknesses outlined by the PAG as well as their own comments, findings and recommendations for each evaluation criterion and arrive at a team consensus for both comments and the rating/score. The Procurement Facilitator will help the Selection Team calculate the SOQ final scores and rankings.

(E) Interview Evaluation/Review

If interviews are included in the evaluation process, the Selection Team will submit the SOQ final ranking and scores to the Selection Official for determination of the shortlist of Proposers to be invited to interview. Once reviewed and approved by the Selection Official, the identified Proposers shall be notified by letter of the date, time, location and format of the interview. Interviews shall be conducted by the Selection Team members who conducted the SOQ evaluation. Proposers will be interviewed in random order at an ADOT office or facility. Each Proposer will be given the opportunity to inspect the interview room ahead of time to plan their interview more efficiently.

The Selection Team will develop a list of questions about the project for the interview. The Selection Team will ask the Proposers a series of questions – some that are project specific (asked of all firms) and some that may be based on the Proposer's SOQ. The Procurement Facilitator will compile the questions developed for the interview. Time may be reserved at the end for the Selection Team members' follow-up questions.

After oral interviews, the Procurement Facilitator will facilitate the consensus meeting where the Selection Team will discuss the strengths, weaknesses and recommendations for each interview evaluation criterion and arrive at a team consensus for both comments and the rating/score. The Procurement Facilitator will help the Selection Team calculate the interview final scores and rankings.

(F) Final List/Ranking Determination

The Selection Team will submit the final ranking and scores to the Selection Official (either based only on the SOQ scores/ranking or a combination of SOQ and interview scores/ranking). Once reviewed and approved by the Selection Official, notification letters to the successful/selected Proposer and the unsuccessful Proposers will be sent out to the respective Proposers by the ADOT POC. The ADOT POC must also post the results on the C&S Group website. The posted results must include the final ranking for each of the Proposer teams.

The law is specific that until contract award, no information may be given out except the names of the firms on the final list.

3.08 Protests**(A) Protest of the Solicitation**

Any interested party may protest the terms of the RFQ. The protest must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer's Office. The protest is barred unless it is received by the State Engineer's Office no later than seven calendar days after the cause for the protest becomes reasonably apparent.

Copies of the protest shall be sent by the protester to every firm that registered for the RFQ for the project at the same time the protest is submitted to the ADMP Division Director. The protester may contact the C&S Group to obtain contact information for firms registered for the RFQ.

The ADMP Division Director will make the final decision on any protest regarding the solicitation.

(B) Protest of Final CMAR Selection

Any interested party may protest the final CMAR Contractor selection. The protest must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADMP Division Director. The protest is barred unless it is received by the ADMP Division Director no later than seven calendar days after the announcement of the final list by ADOT.

Copies of the protest shall be sent by the protester to every firm that registered for the RFQ for the project at the same time the protest is submitted to the ADMP Division Director. The protester may contact the C&S Group to obtain contact information for firms registered for the RFQ.

The ADMP Division Director will make the final decision on any protest regarding the final selection of the CMAR Contractor.

The protest must include: (1) facts supporting the protest, (2) any pertinent contractual provisions, law, rules or regulations, and other legal authorities supporting the protest, and (3) requested action. Any interested party may submit a response to the protest. The response should include facts supporting the response, a rebuttal of any of the factual matters in the protest, contractual provisions, laws, rules, regulations or other legal authorities supporting the response, and requested action. The response must be received by the ADMP Division Director no later than three business days after the protest is filed. Statutes, contractual provisions, rules or regulations of the federal government or state government need not be quoted in full in a protest or response, so long as sufficient citation is given so that the matter cited may be conveniently referenced.

A protest regarding the evaluation of SOQs will be considered only if fraud, corruption, illegality, or arbitrary and capricious conduct is alleged. No protest concerning the judgment or qualifications of the Selection Team will be considered.

3.09 Preconstruction Services Negotiations

ADOT will enter negotiations with the highest-ranking Proposer from the final list. ADMP is responsible for leading the negotiation, in consultation with the Construction Group.

If ADOT is not able to negotiate a satisfactory contract with the highest-ranking Proposer on the final list, ADOT shall formally terminate negotiations. During negotiations, ADMP may present the Proposer with a Best and Final Offer (BAFO). The Proposer shall have up to 10 business days to accept or reject the offer, as indicated in the letter. If the offer is accepted by the Proposer, ADOT shall move toward final execution of the Preconstruction Services Contract. Non-response to the written BAFO after the time indicated in the letter shall be regarded as a rejection of the offer. If the offer is rejected by the Proposer, then ADOT may enter into negotiations with the next Proposer on the final list, in sequence, until agreement is reached or a determination is made to reject all Proposers on the final list. Once a decision is made to terminate negotiation with any Proposer, ADOT may not return to that Proposer for any further negotiations.

The CMAR Contractor's proposal will be based on the RFQ scope of work, for example:

(A) Site Visits

(B) VE Study

(C) Schedule

(D) Quantities verification and reconciliation with the Design Consultant

- 1 (E) Survey
- 2 (F) Potholing
- 3 (G) Phase duration
- 4 (H) Number of meetings requiring attendance
- 5 (I) Time to assemble the Cost Model and updates
- 6 (J) Constructability reviews
- 7 (K) "Over-the-Shoulder" design input, etc.
- 8 (L) Negotiations of GMP

9 The specific tasks contained within the scope of work of the Preconstruction Services Contract shall be determined
10 by the PM. The time, materials, and cost to complete those tasks shall be negotiated.

11 The CMAR Contractor will be reimbursed as defined in the Preconstruction Services Contract. A budget shall be
12 included as part of the contract, including the CMAR Contractor's commercial rates for invoiced expenses and loaded
13 billing rates for personnel involved with this phase. Funding for preconstruction shall be accounted for under the
14 design funds authorization.

15 **3.10 Execution of the Preconstruction Services Contract**

16 Following the development of a budget and agreed-upon billing rates for the services to be provided during the
17 Preconstruction Phase, ADMP will assemble the final contract. The contract will be reviewed by the PM for accuracy
18 and completeness, and transmitted to the CMAR Contractor for signature. Once signed by the CMAR Contractor and
19 ADMP Division Director, the contract is considered fully executed. A copy of the executed contract, along with a
20 Notice to Proceed (NTP) letter, will be mailed or electronically transmitted to the CMAR Contractor and distributed
21 to appropriate ADOT personnel.

22 Upon execution of the Contract by both parties, the C&S Group will post the "Ranking Results" on the C&S Group
23 website.

24 **End Section**

4 PRECONSTRUCTION PHASE

4.01 Payment

Payment to the CMAR Contractor during the Preconstruction Phase will be through ADOT Contracts Payable. The PM will be responsible for reviewing and approving invoices and for submitting them to Contracts Payable for processing.

The CMAR Contractor shall invoice ADOT on or before the end of each month for work performed in the prior month. The CMAR Contractor shall report its monthly costs on an invoice format approved by ADOT. The invoice must include:

- (A) Monthly summary of costs billed by category or subcategory;
- (B) Comparison of actual to proposed costs;
- (C) Supporting documentation based on the Contract compensation type; and
- (D) Breakdown of costs incurred by each subcontractor who completed work for the time period requested.

Within 30 days after ADOT receives the invoice, ADOT will:

- (A) Review the invoice for consistency with the most recent monthly progress meeting;
- (B) Review the invoice for conformity with all requirements of the contract; and
- (C) Notify CMAR Contractor of the amount approved for payment and specify the reason for disapproval of any remaining invoiced amounts.

If satisfactory progress is being made, the invoiced amount is approved, and the required documentation has been submitted, the CMAR Contractor will receive a payment each month based on the amount of work completed during the preceding month.

4.02 Design Phase Cooperation, Coordination, Collaboration and Communication

Following completion of negotiations and award of the Preconstruction Contract, an initial coordination meeting is held prior to the start of the Preconstruction Phase. At a minimum, the meeting shall include the PM, ADOT's key personnel, the CMAR Contractor's Key Personnel, the Design Consultant, and representatives of any third-party support staff the PM deems appropriate. This coordination meeting shall follow the format of a partnering/scoping session and fully address issues affecting project administration, implementation of procedures that permit ADOT, the Design Consultant and the CMAR Contractor to perform their respective obligations in the development of the design documents, and ensure effective interaction with the team. The Design Consultant shall update the CMAR Contractor on the status of the design and review the design schedule and milestones. The design schedule shall be officially submitted to the CMAR Contractor for integration into the overall project schedule (generated by the CMAR Contractor).

Note: It is also important to stress that the CMAR Contractor Key Personnel identified in the SOQ shall not be replaced without written approval by ADOT. A major component of evaluating and scoring the SOQs is the proposed Project Team and its qualifications.

4.03 Value Engineering (VE) Study (if required)

For federal-aid projects located on the National Highway System with an estimated total cost over \$50 million, ADOT is required to conduct a VE study. The PM shall contact the Construction Group in advance of the CMAR Procurement Phase to initiate planning for the VE study. The CMAR Contractor, Design Consultant, and ADOT participate in a formal VE study, led by a Certified Value Specialist (CVS). The Construction Group will coordinate with the CMAR Contractor, the Design Consultant, and the PM to schedule a VE study. Results of the study will be documented in a

report and sent to the PM by the Construction Group. The PM is responsible for ensuring that the recommendations contained in the report have been reviewed by the Design Team and become part of the final design when deemed feasible and cost-effective. The PM shall provide the Construction Group with a written report, within 10 business days, detailing the implementation status of all recommendations. An explanation must be provided for all recommendations not adopted.

Note: Because the CMAR Contractor is paid for preconstruction services, including the VE study, the CMAR Contractor is not eligible later to claim compensation per Section 104.13 of the *ADOT Standard Specifications for Road and Bridge Construction*.

4.04 DBE/OJT Goal (if required)

As described in Section 2.06(G), the actual goals will not be requested until the Preconstruction Phase. The timing of the request will be determined in coordination between the PM and CMAR Contractor, but must be prior to the development of the GMP Proposal. A single DBE and OJT goal for the entire project should be requested; not individual DBE goals per GMP, if multiple GMPs are used.

4.05 Construction Management Plan (CMP)

The CMAR Contractor shall prepare a CMP and submit it to the PM 30 calendar days after the date of issuance of the Preconstruction NTP. The PM will review the CMP with the Project Team to confirm it includes:

- (A) Project milestone dates and the project schedule, including the broad sequencing of the design and construction of the project;
- (B) Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and underground utilities;
- (C) Alternate strategies for fast-tracking or phasing the construction;
- (D) A list of possible work segments to be constructed under multiple GMPs, if applicable;
- (E) The number of subcontracts to be awarded to subcontractors and suppliers for the project construction;
- (F) Permitting strategy;
- (G) Safety and training programs;
- (H) Construction quality control;
- (I) Construction security; and
- (J) A matrix summarizing each Project Team member's responsibilities and roles.

The CMAR Contractor is required to update and add detail to the previous version of the CMP to keep it current throughout the Preconstruction Phase to ensure the CMP is ready for implementation at the start of the Construction Phase. The update/revisions shall consider:

- (A) Revisions in drawings and specifications;
- (B) Examination of the results of any additional investigatory reports:
 - (1) Subsurface conditions
 - (2) Drawings of physical conditions of existing surface and subsurface facilities
 - (3) Documents depicting underground utilities placement and physical condition (whether obtained by ADOT, the Design Consultant, or the CMAR Contractor)

(C) Unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and ROW;

(D) The status of the procurement of long-lead-time equipment and materials;

(E) Funding issues identified by ADOT; and

(F) Input from the public involvement process.

4.06 Project Schedule

The CMAR Contractor shall prepare, update, and maintain a project schedule to be used by the Project Team. The CMAR Contractor shall submit a preliminary project schedule, in compliance with the CMAR Preconstruction Contract, to the PM no later than 30 calendar days after the date of the Preconstruction NTP. The PM will review the schedule with the Project Team to confirm that time frames are shown for each task and reflect modifications if the existing schedule is unattainable.

The project schedule shall cover the entire project duration from design through completion of construction. The fundamental purpose of this schedule is to identify, coordinate and record the tasks and activities to be performed by all the Project Team members. The Project Team will use the project schedule as a basis for managing and monitoring all members' compliance with the project schedule requirements. Each Project Team member is responsible for compliance with the schedule. The schedule shall be consistent with the most recent CMP. It shall be developed using the CPM and presented in graphical and tabular reports agreed upon by the Project Team.

The project schedule shall include all tasks and submittals required by each member of the Project Team to identify long-lead time items, ROW transactions, utility relocation activities, permitting requirements, etc. If phasing is required, the project schedule shall indicate milestone dates for the phases. The construction activities in the schedule shall directly correlate with the Cost Model. The construction portion of the schedule shall include resource loading for workforce and cost loading for cash flow, if required by ADOT.

The CMAR Contractor shall include the services and activities required of the PM, the Design Consultant, the ICE, and the CMAR Contractor. The CMAR Contractor shall incorporate the design schedule supplied by the Design Consultant and shall coordinate with the Design Consultant to finalize and incorporate design milestones into the project schedule.

4.07 Design

During the design process, the CMAR Contractor will assist the Design Consultant in "over-the-shoulder" assistance. The CMAR Contractor shall work with the Design Consultant, suggesting possible alternatives that could reduce costs, improve project quality, and/or shorten the schedule. The CMAR Contractor will advise on constructability. At specified milestones, usually concurrent with design reviews, formalized constructability reviews will occur. The Design Consultant and CMAR Contractor will review and discuss potential phasing of the project and make recommendations to ADOT.

In conjunction with the CMAR Contractor's "over-the-shoulder" assistance during the design, a formal design review process needs to be established. ADOT's representatives to the Design Team should consist of construction and technical representatives from each of the design groups associated with the design (roadside, C&S Group, traffic, bridge, roadway, and materials). The team may consist of either consultants or ADOT in-house staff.

As part of this Design Team, the CMAR Contractor will provide constructability comments - feasibility and practicality of any proposed means and methods; selected materials, equipment, and labor; material availability; site improvements; earthwork and foundation considerations; coordination of the drawings and specifications; verification of quantities, etc. **[Note:** An error in quantities found during construction isn't an excuse for a Supplemental Agreement since the contractor checked quantities during design.] The CMAR Contractor shall also provide cost-effective alternatives. The assigned RE and the District are part of the Design Team and work with the CMAR Contractor on constructability review.

The final deliverable from the Design Consultant must be a fully biddable set of plans, specifications and estimate in case ADOT and the CMAR Contractor are not able to come to an agreement on a GMP (see [Section 4.14](#)).

4.08 Initial Approach to Construction Cost Development

Before any pricing of the Construction Work begins, CMAR Contractor, ICE, ADOT (including Construction Group), and advisers to ADOT will meet to discuss and agree on how the team will develop and evaluate price for the purposes of GMP work packages. In addition to reviewing the overall pricing strategy, CMAR Contractor and ADOT will seek agreement on how certain elements of price will be handled. The following issues will be discussed:

- (A) Definition of fair market price;
- (B) Acceptable percentage of price difference between CMAR Contractor, ICE, and ADOT;
- (C) Expectation of CMAR Contractor cost versus low bid;
- (D) Overhead and profit margins (includes management labor above PM level, audited home office overhead rate, and profit margin);
- (E) Labor and equipment rates;
- (F) Subcontractor quotes and self-performed work;
- (G) Number of pricing milestones and bid submittals; and
- (H) Format of the Cost Model.

Also note that ARS § 28-7366(I)(3) requires that the CMAR Contractor self-perform construction work that amounts to not less than 40% of the total contract price for construction.

4.09 Cost Model

(A) Definition

Each Cost Model should include, at a minimum:

- (1) Unit prices and quantity take-offs using ADOT's standard pay items;
- (2) Details of all allowances and unit price work shown and specified in the detailed design documents;
- (3) All fixed equipment, site improvements, and utility and equipment installations;
- (4) Field Office overhead;
- (5) Home Office overhead;
- (6) Bonds, taxes, insurance; and
- (7) The CMAR Contractor's fee [**Note:** self-performed work and subcontractor work are usually a different percentage].

All costs associated with pay items shall be direct cost. All overhead, mark-ups, bonds, insurance, etc., shall be below the list of pay items. The Cost Model does not include the CMAR Contractor's preconstruction services fee, sums due to the Design Consultant, and the cost of land, ROW, or other costs which are the responsibility of ADOT. The CMAR Contractor is required to state all assumptions used in preparing the Cost Model. The Cost Model may include allowances as agreed to by the Project Team, including additional quantities, work, and/or investigations that ADOT may require.

(B) Backup Documentation

Additional backup documentation will include:

- (1) Material costs, equipment costs (confirm they are not marked up), labor costs, hourly labor rates, and total cost. Labor costs in the Cost Model shall include the employee classification, benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit.
- (2) Production rates, transportation and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether incorporated or to be incorporated into the work.
- (3) Copies of quotations from subcontractors and suppliers. (The initial cost model is conceptual in nature and probably will not include quotations from subs and vendors.) Cost Models at the 60% level and beyond must include quotations, to the CMAR Contractor's best ability.
- (4) Memoranda, narratives, consultant's reports, and all other information used by the CMAR Contractor to arrive at the Cost Model. The Cost Model must include all assumptions, descriptions, and a breakdown of all allowances.

(C) Development and Review Process

As described in Section 4.08, the format of the Cost Model and key issues should be resolved and agreed to prior to the submittal of the first Cost Model. The following review process would occur after receipt of the Design Consultant's documents at each design milestone, or as agreed per Section 4.08.

- (1) The CMAR Contractor, ADOT, and ICE shall review the design deliverables and reconcile and agree on the item quantities.
- (2) Each entity will then proceed with developing its respective estimate independently.
- (3) The CMAR Contractor will provide a Cost Model, backup documentation, and a detailed written narrative reflecting the impact to the Cost Model (for updated cost models).
- (4) The PM will compare the CMAR Contractor's Cost Model with estimates prepared by the Design Consultant, the ICE, and ADOT. These estimates are not to be disclosed to the CMAR Contractor; the estimates are used to evaluate the Cost Model. The PM, the Design Consultant, and the CMAR Contractor shall reconcile any disagreements on the estimate. If the Project Team requires additional updates of the Cost Model beyond that specified, the CMAR Contractor shall provide the requested information in a timely manner.
- (5) The PM, ICE, and CMAR Contractor will meet to review and discuss any discrepancies identified in the Cost Model, focused on items that exceed the limits identified in Section 4.08.

Once approved by ADOT, the Cost Model is continually updated throughout the Preconstruction Phase until a GMP agreement is reached. The Cost Model is the best representation of the project's construction costs.

(D) Options to Align Scope and Budget

Should the Cost Model accepted by ADOT exceed ADOT's programmed construction estimate, the options available to the Project Team include:

- (1) Evaluate alternative means/methods, materials, and/or other design elements that could reduce the estimated construction costs without altering ADOT's overall concept;
- (2) Reduce the scope of work to bring the project within the program amount; and/or

(3) Request additional funding to match the Cost Model estimate.

4.10 Cost Model and GMP Record Documentation Confidentiality

Based on Arizona statutes, the CMAR Contractor's Cost Model and GMP Record Documentation may be designated as confidential and excluded from third-party records requests. Prior to submitting the Cost Model or GMP Record Documentation, the CMAR Contractor must clearly mark each page of any backup documentation that is to remain confidential. If that information is requested through public record requests, the CMAR Contractor will be notified of the request, and the entity requesting the information will be notified that the information is confidential and not subject to the request. The PM will work with ADOT Safety and Risk Management if any record requests are received.

4.11 Guaranteed Maximum Price Proposals

The CMAR Contractor guarantees to complete the project for the amount of (or less than) the approved GMP. No individual item quantities in the GMP may be exceeded, except as noted in Section 5.03(B). The CMAR Contractor is responsible for any bid items that exceed the GMP quantities.

The PM will advise the CMAR Contractor of the required format for the GMP Proposal and the due date for submittal to ADOT. Any GMP Proposal submitted by the CMAR Contractor shall be based on and consistent with the current Cost Model. It shall include any assumptions and clarifications upon which the GMP proposals are based.

The CMAR Contractor shall include a completed GMP Table (see Exhibit 7) and one copy of the GMP Record Documentation with each GMP Proposal. In addition, an updated/revised project schedule shall be included with any GMP Proposal. The project schedule shall reflect the scope of work shown in the current set of design documents that the GMP Proposal is based on.

Each GMP Proposal shall be accompanied by the same backup documentation listed for the Cost Model submittal. The backup documentation supplied for the final GMP shall become the GMP Record Documentation and will be retained by ADOT. The purpose of the GMP documentation is to ensure a complete understanding and proper interpretation of the GMP.

The CMAR Contractor shall submit a non-collusion certification on a form provided by ADOT with each GMP Proposal.

4.12 GMP Allowances

There is a risk associated with the CMAR Contractor establishing maximum prices (for example, where subterranean features cannot be determined in advance, or where alternatives have not been selected by ADOT). The CMAR Contractor can propose GMP allowances. The allowances establish the type and amount of risk ADOT and CMAR Contractor have assumed in agreeing to the GMP. In addition, ADOT (documented by written consent) and the CMAR Contractor will agree upon the type of allowance and the terms and conditions regarding use of the GMP allowance.

When establishing allowances, the CMAR Contractor must provide ADOT adequate justification for the allowance. The allowance(s) will be used only for the work that the allowance was negotiated to cover. Each allowance is item-specific. Allowance moneys are not interchangeable and belong to ADOT if not used.

There are three types of allowances:

- (A) **Fixed Allowance:** A fixed allowance establishes the upper limit ADOT will pay for the corresponding item of work. For example, if there is a fixed allowance for 1,000 linear feet of saw cutting, ADOT will pay the CMAR Contractor up to 1,000 linear feet of saw cutting above the quantity designated in the GMP Item Schedule for saw cutting.
- (B) **Open Allowance:** An open allowance designates that there is no upper quantity limit for the corresponding item of work. ADOT will pay for all approved quantity increases for each corresponding item in excess of the GMP Item Schedule. For example, if there is an open allowance for geotextile and ADOT directs the CMAR Contractor to place more geotextile than what is shown in the GMP Item Schedule, ADOT will pay the CMAR Contractor for the full amount placed.

- (C) **Provisional Allowance:** A provisional allowance is for alternative work. For example, ADOT has not completed a JPA with a local government to replace ADOT chain link ROW fence. The quantities are known. The decision hasn't been made whether chain link, wrought iron or block will be used. The Cost Model will include an item for chain link ROW fence, but two provisional allowances are set up, one for each type of replacement. Another method would be to use the Provisional Allowances as a premium per foot for the selected upgrade.

4.13 Multiple GMPs

ADOT may consider the use of multiple GMPs. During the Preconstruction Phase, ADOT, the Design Consultant, or the CMAR Contractor may propose portions of the work to be constructed under separate GMPs. ADOT will only consider proposals for multiple GMPs that meet all the following criteria:

- (A) The implementation of multiple GMPs must be clearly understood to be in the best interest of ADOT.
 - (B) The segment of work proposed for construction under a separate GMP shall have been cleared by ADOT's Environmental, ROW, and utility groups in advance of the start of construction. Additionally, work constructed under a GMP that does not cover the entire project shall not affect adjacent areas that do not have all required clearances.
 - (C) The final product of construction under each GMP shall be a stand-alone segment. For example, if a project includes construction of multiple traffic interchanges (TIs), a proposal for a separate GMP could be considered for one of the TIs. The TI would need to be usable to the traveling public upon completion and may be considered for construction under a separate GMP.
 - (D) Use of more than one GMP on the project must be demonstrated to save time, reduce inconvenience to the traveling public, or reduce construction costs.
 - (E) If work on the project is done under multiple GMPs, either each GMP will be a separate construction contract between ADOT and the CMAR Contractor, or a Supplemental Agreement to the first construction contract/GMP will be executed. Execution of a construction contract for one GMP does not obligate ADOT to have the CMAR Contractor construct any subsequent part of the project.
- This can be accomplished within FAST by creating multiple phases (02C, 03C, etc.) under the same TRACS number. Coordinate with the C&S Group to help with setup.

ADOT will not approve a GMP for a portion of the work until ADOT has determined that the CMAR Contractor can construct the entire project within budget.

4.14 GMP Proposal Review and Approval

The CMAR Contractor shall meet with the PM, ICE, and Design Consultant to review any GMP Proposal and all supporting documentation. All assumptions and clarifications should be provided, as well as a description and breakdown of all allowances. In the event the PM, ICE, or Design Consultant discovers inconsistencies or inaccuracies in the information presented, the CMAR Contractor shall adjust the GMP Proposal and accompanying documentation, as necessary.

If the GMP Proposal is greater than ADOT's estimate, ADOT may require the CMAR Contractor to reconfirm the GMP Proposal. The CMAR Contractor may be requested, or at its own discretion, to submit a revised GMP Proposal for ADOT's consideration. (This process is addressed in [Section 4.09](#).)

(A) If Agreement is Reached

If agreement is reached on a GMP, the following steps must be completed prior to issuing NTP:

- (1) C&S Group issues an acceptance letter to the CMAR Contractor;

- (2) PM confirms that funds have been obligated;
- (3) C&S Group prepares package for State Transportation Board consideration;
- (4) The ADMP Division Director recommends to the State Transportation Board that the GMP be awarded (this recommendation must be on the State Transportation Board agenda two weeks prior to the Board meeting).
- (5) Following State Transportation Board action, the Notice of Award is issued by C&S Group.
- (6) CMAR Contractor and ADOT execute the Construction Contract.
- (7) PM and RE issue NTP for construction.

NOTE: If the project has multiple GMPs, each GMP must be forwarded to the Board, and separate Notice of Awards are issued for each GMP. Due to the limitations of the FAST system, this may require a different TRACS number for each GMP.

(B) If Agreement is NOT Reached

If agreement is not reached, ADOT may elect not to execute a Construction Contract with the CMAR Contractor for the Construction Phase. In this case, the PM shall coordinate with the C&S Group and the RE to develop a new advertisement for the construction of the project. If not already complete, the Design Consultant shall provide the sealed package of plans, specifications, and estimate to the C&S Group.

For reference:

- (1) If ADOT opts to bid the project under the normal bid process, the CMAR Contractor will not be allowed to submit a bid.
- (2) If ADOT elects to terminate the Preconstruction Services Contract, not execute a Construction Contract, or not execute subsequent GMPs if multiple GMPs are undertaken, the CMAR Contractor shall have no claim against ADOT.

End Section

5 CONSTRUCTION PHASE

5.01 General

Section 5 provides the reader with guidance for administering the project after completion of the procurement and execution of the Construction Contract. The CMAR Construction Phase is largely administered like a traditional DBB construction project (see [ADOT Construction Manual](#)).

During the Construction Phase of the project, the goal of ADOT, the Design Consultant, and the CMAR Contractor is to construct the project in accordance with the construction documents. The Construction Phase will begin when all the following have occurred:

- (A) ADOT officially accepts the GMP for the entire project, or the first of multiple GMPs for a portion of the construction work, and related matters.
- (B) The Board approves the award of the contract.
- (C) The CMAR Contractor and ADOT execute a Construction Contract, including all attachments.
- (D) C&S Group issues a written Notice of Award letter stating that the State Transportation Board has awarded the construction contract.

The Preconstruction Phase and the Construction Phase are not mutually exclusive in timing. The Construction Phase may begin before all activities of the Preconstruction Phase are complete. Whether or not the Construction Phase begins prior to design completion, the CMAR Contractor will remain obligated to complete the Preconstruction Services Contract.

(A) Parties

The contracting parties for the project are ADOT and CMAR Contractor. The CMAR Contractor is typically comprised of a Lead Contractor, suppliers, and subcontractors.

(B) Roles and Responsibilities

(1) ADOT's Role

ADOT, via the District and RE, will provide oversight on CMAR projects as identified in the Contract Documents. ADOT will inspect, review and verify the CMAR Contractor's quality records throughout the duration of the Construction Phase. The *ADOT CMAR-Construction-Contract-Template* sets forth ADOT's oversight rights. They are summarized below:

- (a) Monitoring and auditing CMAR Contractor and related entities, and the Books and Records in accordance with the Contract Documents;
- (b) Conducting periodic reviews of project documentation and files;
- (c) Conducting material tests, according to ADOT's test methods or an Authority Having Jurisdiction test methods, as determined by ADOT, to verify:
 - (i) CMAR Contractor's compliance with all testing frequencies and requirements, including performance and testing set forth in the Contract Documents and the approved CMP;
 - (ii) The accuracy of the tests performed by or on behalf of CMAR Contractor pursuant to the approved CQMP;

- (iii) Compliance of materials incorporated into the project with the applicable requirements, conditions, and standards of the Contract Documents, Governmental Approvals, the CMP, and Law;
- (d) Confirming that inspections and audits were performed by or on behalf of CMAR Contractor pursuant to the approved CQMP;
- (e) Reviewing and commenting on submittals;
- (f) Reviewing records and conducting interviews as necessary to verify compliance with federal, State, and local laws and regulations;
- (g) Participating in meetings to discuss construction progress, CMAR Contractor's quality control processes, audit activities, and other CMP issues;
- (h) Accompanying CMAR Contractor on inspections, conducting its own inspections, assessing CMAR Contractor's records of inspections and project conditions, and assessing the condition of elements;
- (i) Attending and witnessing CMAR Contractor's other tests and inspections, including ITS and irrigation system start-up and acceptance tests and inspections;
- (j) Reviewing CMAR Contractor's certification of record drawings, surveys and project schedule; and
- (k) Investigating and monitoring CMAR Contractor's compliance with the Safety Management Plan.

Nothing in the Contract Documents will preclude, and CMAR Contractor shall not interfere with, any review, inspection, or oversight of submittals or of work that ADOT desires to conduct, or that the FHWA or any authority having jurisdiction may desire to conduct.

(2) Design Consultant

The Design Consultant may continue to support ADOT during the construction phase through a contract with ECS to provide PDS. The scope of services typically includes responding to contractor questions and requests for information.

5.02 ADOT Management and Oversight

ADOT's role, as generally performed by the Project Team, includes management and oversight of the construction work performed by the CMAR Contractor. ADOT also has the responsibility to manage those risks that remain in the purview of the owner during the execution of the project. Key components of that management and oversight are presented below.

(A) Third-Party Agreements

Third-party agreements (IGAs and JPAs), where applicable, are the agreements between ADOT and other entities that may have an impact on the project. If there are third-party agreements on a project, they are listed in the project's Special Provisions. The CMAR Contractor is responsible for performing and complying with all obligations of ADOT under such third-party agreements, except those obligations that are specifically identified as being retained by ADOT.

(B) Partnering and Resolving Disputes

The relationship between the Project Team and the CMAR Contractor can have a significant impact on the success of a project. The purpose of the partnering relationship is to establish and maintain effective communication between the parties to cooperatively identify and resolve critical project-related issues. ADOT and the CMAR

Contractor will conduct various partnering meetings. At these meetings, the parties are to equally share the costs of the facilitator, the site, and food. Also, each party bears its own costs of participation.

The construction partnering meeting, with all key stakeholders in attendance, should take place prior to any significant Construction Work. ADOT and the CMAR Contractor will develop the goals and document them in a project charter. One of the primary goals of the document is to determine how the ADOT team makes decisions and how it interacts with the CMAR Contractor's team, anticipates obstacles to success, and develops avoidance strategies.

The Project Team will encourage issues to be resolved through partnering at the lowest level possible, but strongly emphasize escalating issues if neither party is willing to concede.

Section 105.21 of the *ADOT Standard Specifications for Road and Bridge Construction* establishes step-by-step procedures for resolving disputes. A clear Issue Resolution Ladder with roles and responsibilities should be outlined in the partnering charter.

To initiate the issue resolution procedures, the Parties must agree upon the issue being disputed by jointly documenting the issue and having it signed by both parties. At each level of review, if the Parties are unable to reach a mutually agreed-upon solution, then the reviewers will escalate the issue to the next level until the highest level has been reached.

If ADOT and CMAR Contractor succeed in resolving a dispute using the Issue Resolution Ladder, the parties shall memorialize the resolution in writing, including execution of any Supplemental Agreement as appropriate. For this reason, the Project Team should prioritize preparing the documentation necessary for the RE to execute a Supplemental Agreement.

In the event issues cannot be resolved through the dispute resolution process outlined above, ADOT and the CMAR Contractor may proceed with mediation, arbitration and possibly litigation.

(C) Supplemental Agreements

In considering any request for additional compensation and/or an extension of time because of a contract modification, the RE will consider the fact that this project has been developed using the CMAR Process. As part of this process, the CMAR Contractor has had the opportunity to review the contract documents throughout the Preconstruction Phase and to verify the accuracy and completeness of the plans, specifications, and quantities included in the GMP Record Documentation. If the reasons for the requested modification to the contract could have been reasonably foreseen, given the CMAR Contractor's participation in the Preconstruction Phase, the CMAR Contractor will not be entitled to any compensation and/or an extension of time. If, in the opinion of the RE, the reason for modifications could not have been foreseen and are not provided for with an allowance, a Contract Modification Request shall be submitted. The RE must follow the process for approval limits and time. The approval of the Assistant State Engineer for Construction is required.

(D) Subcontracting

(1) SRFs, Certified Payrolls, and Prevailing Wages

When the contract has federal funding, ADOT is required to enforce the federal requirements that the CMAR Contractor be certified in the Construction Contract. ADOT is vulnerable to sanctions and fines if the CMAR Contractor does not follow the subcontracting federal requirements. As such, each subcontractor that performs work for or on behalf of the CMAR Contractor is required to fill out an SRF and submit it to ADOT for approval before the subcontractor performs any work on the project. The Project Team will remind the CMAR Contractor that their subcontractors (including subconsultants) are to submit SRFs prior to performing any work, including attending project meetings.

SRFs represent the beginning of verifying compliance with subcontracting federal requirements. The RE and District staff will review certified payrolls to verify that the CMAR Contractor is paying their subs, conducting interviews for compliance with Davis Bacon prevailing wages, and monitoring the DBE and OJT commitments.

(E) Value Engineering Proposal (VEP)

Acceptance of a VEP during construction is unlikely when using the CMAR Process. Consideration of a VEP may occur if ADOT amended the project scope after preconstruction services were complete and the GMP was accepted. In determining whether to entertain a VEP that results in sharing cost savings between the CMAR Contractor and ADOT, the RE will consider the fact that the CMAR Contractor participated in the design effort during the Preconstruction Phase. The CMAR Contractor may not share in any cost savings where the VEP could have been proposed by the CMAR Contractor during the Preconstruction Phase.

Therefore, an additional condition required in the CMAR Contractor's proposal is a satisfactory explanation of why the VEP was not proposed during the Preconstruction Phase. The PM and Construction Group must concur with the CMAR Contractor's reasoning.

(F) Contractor and Subcontractor Records

Per Section 107.18 of the *ADOT Standard Specification for Road and Bridge Construction*, the contractor, subcontractors, and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, and a copy of the GMP Record Documents with backup data, including electronic data, and all other material relating to the contract and project. The retention period is five years following completion and acceptance of the work. All the above material must be made available to ADOT for auditing, inspection and copying and shall be produced upon request.

The contractor must ensure the above requirements are in each subcontract, purchase order and lease agreement. Also, all subcontracts must contain a clause that subcontractors include the above requirement in any lower-tier subcontract, purchase order or lease agreement.

5.03 Payment

Measurement and payment procedures are described in the [ADOT Construction Manual](#) (see Sections 109 and 1201.06).

(A) Monthly Estimates

Upon project award, the RE will input the GMP pay items list in the ADOT Construction Progress Estimate (CPE) program (FAST).

The CPE monthly estimate report calculates the amount due to the CMAR Contractor for completed work. At the end of each month, the office prints a hard copy of the estimate for the RE's signature and CMAR Contractor's signature before transmitting it electronically to Field Reports. After the RE approves the estimate and signs the first sheet of the hard copy (the Transmittal Sheet), the estimate is filed in the project file. A copy of the signed monthly estimate is given to the CMAR Contractor for their records.

(B) Guaranteed Maximum Price

Similar to conventional DBB projects, standard pay items are established in the GMP; however, measurement and payment to the contractor on each item may not exceed the GMP.

Exceptions:

- (1) Open Allowance items.
- (2) If the CMAR Contractor determines that the actual quantity of any individual pay item is likely to exceed the quantity in the GMP. The CMAR Contractor discusses options to reconcile the

increase with ADOT to establish whether the issue could have been reasonably foreseen during project development/design. ADOT will continue to measure and pay for the item up to 10% above the GMP quantity. If the quantity exceeds the GMP quantity, and the CMAR Contractor and ADOT have not reconciled the increase, the CMAR Contractor has 60 calendar days to justify the increase. If the increase could have reasonably been foreseen, ADOT will not make payment and will rescind any additional payments that have been made.

(C) Long-Lead Items and Materials On Hand

Payment for long-lead items and material stored on the project but not yet incorporated allows the CMAR Contractor to plan the work out in advance. The Project Team should ask for a list of long-lead items, including material that is anticipated to be stored on the project. Payment for long-lead items and material on hand will be in accordance with the GMP. The Project Team should monitor the project schedule for activities that require the incorporation of long-lead items.

End Section

EXHIBIT 1 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

1 ABBREVIATIONS AND ACRONYMS

ADMP	Alternative Delivery and Major Projects Division
ADOT	Arizona Department of Transportation
BAFO	Best and Final Offer
BCC	Blind Carbon Copy
BECO	Business Engagement and Compliance Office
CMAR	Construction Manager at Risk
CPE	Construction Progress Estimate
CMP	Construction Management Plan
CPM	Critical Path Method
FAST	Field Office Automated System
FHWA	Federal Highway Administration
C&S	Contracts and Specifications
DB	Design-Build
DBB	Design-Bid-Build
GMP	Guaranteed Maximum Price
ICE	Independent Cost Estimator
NTP	Notice to Proceed
PDS	Post-Design Services
PM	Project Manager
RE	Resident Engineer
RFQ	Request for Qualifications
SME	Subject Matter Expert
SOQ	Statements of Qualifications
SOW	Scope of Work
VE	Value Engineering
VEP	Value Engineering Proposal

2 DEFINITIONS

Alternative Delivery and Major Projects (ADMP) Division:

The ADOT division responsible for the selection and administration of the Design Consultant and CMAR Contractor's contracts during the Preconstruction Phase.

Advertisement:

The public announcement inviting SOQs. The specific advertisement for a CMAR project is referred to as an RFQ. It contains an outline of the proposed work, information about how the selection will occur, the specific time and location that SOQs are due, and contact information to obtain a detailed SOQ with reference material from C&S Group.

Business Engagement and Compliance Office (BECO):

The ADOT section that facilitates access and equal opportunity for disadvantaged businesses to participate in federal-aid transportation projects; promotes a diverse contracting workforce while fulfilling federal obligations and requirements.

CMAR Contractor, Contractor:

Contractor engaged by ADOT for the Project and the contractor's officers, employees, agents and authorized representatives involved in any way in the project. The contractor is the entity contracting with ADOT for the performance of the preconstruction services and possibly construction services. For clarity, this manual uses the term "CMAR Contractor" when indicating the construction firm.

CMAR Process:

An ADOT project delivery method in which:

- (A) There is a contract for construction services that is separate from the contract for design services, except that instead of a single contract for construction services, ADOT may elect separate contracts for preconstruction services during the design phase, for construction during the construction phase, and for any other construction services.
- (B) Design services are performed under a separate design services contract, except that, as to bridges and other transportation facilities, ADOT may perform with its own employees or force account preliminary design and either:
 - (1) In the case of bridges only, all design services up to final design.
 - (2) In the case of other transportation facilities, up to 20% of the design work.
- (C) The contract for construction services may be entered into at the same time as the design services are commenced or at a later time.
- (D) Design and construction of the project may be either:
 - (1) Sequential with the entire design complete before construction commences.
 - (2) Concurrent with the design produced in two or more phases, and construction of some phases commencing before the entire design is complete.
- (E) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Constructability Review:

A process that integrates the contractor's perspective into the Preconstruction Phase. By active involvement, the contractor lends its expertise and experience to the design to identify potential problems, constructability issues, and opportunities for innovation, cost savings, and/or time savings.

Construction Contract:

A written agreement between ADOT and the CMAR Contractor setting forth the obligation of the parties, including the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Construction Contract includes the GMP, GMP Record Documentation, any addenda, contract agreement and contract bonds, certificates of insurance, standard specifications, special provisions, project plans, standard drawings, documents incorporated by reference, and any Supplemental Agreements that are required to complete the construction in an acceptable manner, including authorized time extensions, all of which constitute one instrument.

Construction Group:

The champion of the CMAR Process (mentors, educates, and lends technical expertise).

Construction Management Plan (CMP):

A compilation of various plans that the CMAR Contractor is required to submit to ADOT. The plan needs to address project milestone dates and project schedule; investigations; alternate strategies for fast-tracking/phasing construction; listing of all work segments to be constructed under multiple GMPs; agreements with subcontractors and suppliers; permitting strategy; safety and training programs; quality control; security; and a matrix that summarizes each Project Team member's responsibilities and roles.

Construction Phase:

The time period when the CMAR Contractor performs the construction. The time begins after the Construction Contract Notice of Award is issued.

Contracts and Specifications (C&S):

The ADOT Group primarily responsible for assisting the PM and RE in the procurement, development, and administration of the CMAR Contractor's preconstruction and construction contracts.

Contract Modification Request:

An alternative contracting (CMAR and DB) form initiated by either ADOT or the CMAR Contractor to provide notification of a potential Supplemental Agreement.

Cost Model:

Cost tabulation for the construction of the project developed by the CMAR Contractor and reviewed by ADOT (and possibly the ICE) as part of the preconstruction services. The Cost Model is based on ADOT's list of standard pay items.

Design-Bid-Build (DBB):

Low-bid traditional procurement method for constructing transportation system improvements, where ADOT (or a consulting engineer working for ADOT) designs the project. ADOT solicits bids and awards a contract to the lowest responsive and responsible bidder.

Design-Build (DB):

The project delivery method where an owner has one contract with an entity to design and construct the project.

Design Consultant:

The designer engaged by ADOT for the Project, and the designer's officers, employees, agents, independent contractors and authorized representatives involved in any way in the project. In the situation where ADOT is performing design services in-house, ADOT would be the Design Consultant.

Design Team:

Representatives from the CMAR Contractor, Design Consultant, and ADOT (PM, construction, and technical areas) responsible for completing the design.

Dictionary of Standardized Work Tasks:

A compilation of work activities and standards to be completed by the Design Consultant during project implementation.

Final List:

The top three to five CMAR Proposer firms - determined by the Selection Team's evaluation of SOQ submittals and oral interviews, if held.

Guaranteed Maximum Price (GMP):

The total itemized dollar amount negotiated between the CMAR Contractor and ADOT for constructing the project or portions thereof. The CMAR Contractor agrees to construct the project for this amount or less. It includes – but is not limited to - a construction schedule, all traffic control, quality testing, survey, public information, and coordination costs.

GMP Allowance:

Funds included in the GMP to be used by the CMAR Contractor only with the written consent of ADOT. Each allowance is item-specific. The allowances establish the type and amount of risk that ADOT and the CMAR Contractor have assumed in agreeing to the GMP. Allowances are either fixed, open, or provisional (see [Section 4.12 \(GMP Allowances\)](#)).

GMP Item Schedule:

A list of pay item numbers, descriptions, quantities, units of measurement, unit prices and extended amounts, and allowances that make up the GMP. Similar in appearance to a DBB bid schedule (but with extended amounts).

GMP Record Documentation:

The GMP Record Documentation consists of the GMP, the GMP Item Schedule, and all documents used to generate them, including material incorporated by reference.

GMP Table:

Recap of construction costs (CMAR Contractor and subcontractors), allowances, fees, home office and field office overhead, bond, and taxes. The CMAR Contractor must include a completed GMP Table with each GMP Proposal (see [Exhibit 7](#)).

Independent Cost Estimator (ICE):

Third-party consultant that assists the Assistant State Engineer for Construction with the cost aspects of the CMAR project.

Key Personnel:

Those individuals identified in CMAR Contractor's SOQ to fill the "Key Personnel" positions identified in the RFQ, or those individuals approved by ADOT, in accordance with the Contract, to serve as replacements.

Notice of Award (Construction Contract):

A written notice given by the C&S Group to the CMAR Contractor stating that its GMP has been accepted by the State Transportation Board.

Notice to Proceed (NTP):

A written notice issued by ADOT to the Design Consultant or CMAR Contractor authorizing the Design Consultant or CMAR Contractor to proceed with specific work specified in the contract related activities pertaining to the project.

Off-site Overhead:

The CMAR Contractor's home office overhead that will be attributed to the project. Off-site overhead will be negotiated and agreed upon between ADOT and the CMAR Contractor prior to execution of the construction contract.

On-site Overhead:

The CMAR Contractor's on-site supervision and management staff, including required temporary facilities, site office expenses, insurance and bonds, and other agreed-upon on-site overhead costs. The on-site overhead will be negotiated and agreed upon between ADOT and the CMAR Contractor prior to execution of the construction contract.

Preconstruction Phase:

The first phase of the project when the CMAR Contractor performs the activities under the Preconstruction Services Contract. During the Preconstruction Phase, the CMAR Contractor will provide only professional services. Any Construction-related activities will be contracted under a Construction Contract.

Preconstruction Services:

The professional services provided by the CMAR Contractor during the Preconstruction Phase. These services may include, but are not limited to, advising the Design Consultant and ADOT, conducting constructability and biddability reviews, producing the Construction Management Plan, outlining the initial project schedule, developing the cost model, and negotiating the GMP(s).

Preconstruction Services Contract:

A written agreement between ADOT and the CMAR Contractor setting forth the obligation of the parties for the Preconstruction Phase.

Preconstruction Services Cost Proposal:

The CMAR Contractor's proposal for performing the professional services described in the scope of work in the Preconstruction Services Contract. This proposal is independent of the GMP. The proposal is presented in the same manner as typically submitted for design contracts. Compensation for labor hours and expenses is through Specific Rates or as otherwise described in the Preconstruction Services Contract.

Project Manager (PM):

The individual responsible for coordinating the selection and administration of the Design Consultant and CMAR Contractor's contracts during the Preconstruction Phase and ADOT's main POC for the Design Team.

Project Schedule:

Critical Path Method (CPM), a graphical and tabular listing of all tasks and submittals that are required by each member of the Project Team to complete the project. The project schedule includes all preconstruction submittals (Stage II, Stage III, Stage IV), with milestones.

Project Team:

A team composed of representatives from ADOT, the Design Consultant, the CMAR Contractor (including its subconsultants and subcontractors), local governments, communities, stakeholders and utilities. FHWA is also included for federally funded projects. The involvement/role of each team member depends on expertise and the task.

Qualification-Based Selection (QBS):

A competitive contract procurement process whereby prospective firms submit qualifications to the procuring entity (the State) that evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, consultant fee, etc. Under the QBS process, the cost of the work (price) is not considered when making the initial selection of the best or most qualified provider of the services required. The cost for services is negotiated, following selection/awarding of the contract, with the most qualified firm, and before the contract is signed by both parties.

Request for Qualifications (RFQ):

Document published by ADOT that contains the advertisement, RFQ, project scope of work, general requirements, technical specifications, and any forms, drawings, and other supporting documents necessary to prepare an SOQ for the project.

Resident Engineer (RE):

Individual designated to administer the construction services contract on behalf of ADOT. Assists with development of the RFQ, defining the scope of work, and may serve on the Selection Team to choose the CMAR Contractor.

Scope of Work (SOW):

Defines the project's intent and purpose, its limits, elements of work and schedule.

Selection Team:

Individuals selected to evaluate the CMAR Proposer's SOQs and oral interviews, if held. ADOT requires all team members to successfully complete the ADOT-required training class prior to serving. The team shall consist of at least three members and may be either Department employees or outside consultants. At least one shall be a senior management employee of a licensed contractor who is not involved in the project. At least half the team must be professionally licensed engineers or architects (ARS § 28-7365 B).

Specific Rate:

Used when the scope of work and the required work effort cannot be determined at the time of signing/executing the contract. The contracted firm is paid at an agreed, specific, fixed hourly or daily rate for actual hours engaged in the work. Specific rates are based on direct labor hours at specified fixed hourly rates (including wages, overhead, general & administrative cost, and profit) and material at cost.

Statements of Qualifications (SOQs):

The response to the RFQ from Proposers. The SOQ contains information about firm capabilities, key personnel, previous experience, project understanding/approach, planned involvement of subs, and safety.

1 **Supplemental Agreement:**

2 A legal adjustment to the contract. Supplemental Agreement, once approved, becomes part of the contract.

3 **Surety (Contract) Bond:**

4 The security furnished with the GMP to guarantee that the CMAR Contractor will enter into the contract if accepted.

5 **Value Engineering (VE):**

6 A function-oriented, systematic team approach to add customer value to a project, program, facility, system or
7 service. The CMAR Process requires a study in the early design phase on certain projects.

EXHIBIT 2 ARIZONA REVISED STATUTES 28-7361

28-7361. Definitions

In this article, unless the context otherwise requires:

1. "Architect services" means those professional architect services that are within the scope of architectural practice as provided in title 32, chapter 1.
2. "Construction-manager-at-risk" means a project delivery method in which:
 - (a) There is a contract for construction services that is separate from the contract for design services, except that instead of a single contract for construction services, the department may elect separate contracts for preconstruction services during the design phase, for construction during the construction phase and for any other construction services.
 - (b) Design services are performed under a separate design services contract, except that as to bridges and other transportation facilities the department may perform with its own employees or force account preliminary design and either:
 - (i) In the case of bridges only, all design services up to final design.
 - (ii) In the case of other transportation facilities, up to twenty per cent of the design work.
 - (c) The contract for construction services may be entered into at the same time as the design services are commenced or at a later time.
 - (d) Design and construction of the project may be either:
 - (i) Sequential with the entire design complete before construction commences.
 - (ii) Concurrent with the design produced in two or more phases and construction of some phases commencing before the entire design is complete.
 - (e) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.
3. "Construction services" means either of the following for construction-manager-at-risk and job-order-contracting project delivery methods:
 - (a) Construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods.
 - (b) A combination of construction and, as elected by the department, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definition of construction-manager-at-risk or job-order-contracting.
4. "Contract" means all types of department agreements, regardless of what they are called, for procurements pursuant to this article.
5. "Contractor" means any person who has a contract with the department.
6. "Design-build" means the process of entering into and managing a contract between the department and another party in which the other party agrees to both design and build a highway, a structure, a facility or other items specified in the contract.
7. "Design-builder" means any individual, partnership, joint venture, corporation or other legal entity that is appropriately licensed in this state and that furnishes the necessary design services, in addition to construction

of the work, whether by itself or through subcontracts, including subcontracts for architectural and engineering services.

8. "Design services" means architect services, engineer services or landscape architect services.

9. "Emergency" means an immediate threat to public health, welfare or safety caused by flood, earthquake, hurricane, tornado, explosion, fire or other catastrophe such that compliance with normal bidding procedures for repair or reconstruction of transportation facilities would be impracticable or contrary to the public interest.

10. "Engineer services" means those professional engineer services that are within the scope of engineering practice as provided in title 32, chapter 1.

11. "Finance services" means financing for a construction services project.

12. "Job-order-contracting" means a project delivery method in which:

(a) The contract is for indefinite quantities of construction and, at the election of the department, may or may not include a guaranteed minimum amount of work.

(b) The construction to be performed is specified in job orders issued during the contract.

(c) Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.

13. "Landscape architect services" means those professional landscape architect services that are within the scope of landscape architectural practice as provided in title 32, chapter 1.

14. "Maintenance services" means routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

15. "Operations services" means routine operation of existing facilities, structures, buildings or real property.

16. "Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

17. "Preconstruction services" means services and other activities during the design phase.

18. "Specific single project" means a project that is constructed at a single location, at a common location or for a common purpose.

19. "Subcontractor" means a person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with the department.

EXHIBIT 3 ARIZONA REVISED STATUTES 28-7365**28-7365. Design-build; two-phase solicitation**

- A. If the department determines that the design-build method of project delivery is appropriate, the department shall establish a two-phase procedure for awarding the design-build contract. The department shall limit each solicitation for a design-build contract to a specific single project.
- B. During phase one, and before solicitation, the director shall appoint a selection team of at least three persons. At least one-half of the selection team shall be architects or engineers who are registered pursuant to section 32-121. The selection team members may be either department employees or outside consultants. The selection team shall also include at least one person who is a senior management employee of a licensed contractor who is not involved in the project. Any architect or engineer who is serving on the selection team and who is not a department employee shall not be otherwise involved in the project. The department shall prepare documents for a request for qualifications.
- C. The request for qualifications shall include all of the following:
1. The minimum qualifications of the design-builder.
 2. A scope of work statement and schedule.
 3. Documents defining the project requirements.
 4. The form of contract to be awarded.
 5. The selection criteria for compiling a short list and the number of firms to be included on the short list. At least three but not more than five firms shall be included on the short list.
 6. A description of the phase two requirements and subsequent management needed to bring the project to completion.
 7. The maximum time allowable for design and construction.
 8. The department's estimated cost of design and construction.
- D. The selection team shall evaluate the design-build qualifications of responding firms and shall compile a short list of firms in accordance with technical and qualifications-based criteria. The number of firms on the short list shall be the number of firms specified in the request for qualifications, except that, if a smaller number of firms responds to the solicitation or if one or more of the firms on the short list drop out so that only two firms remain on the short list, the selection team may proceed with the selection process with the remaining firms if at least two firms remain or the department may readvertise as the department deems necessary.
- E. During phase two, the department shall issue a request for proposals to the design-builders on the short list. The request shall include:
1. The scope of work, including programmatic, performance and technical requirements, conceptual design, specifications and functional and operational elements for the delivery of the completed project, which shall all be prepared by an architect or engineer, as appropriate, who is registered pursuant to section 32-121.
 2. A description of the qualifications required of the design-builder and the selection criteria, including the weight or relative order, or both, of each criterion.
 3. Copies of the contract documents that the successful proposer will be expected to sign.

4. The maximum time allowable for design and construction.
 5. The department's estimated cost of design and construction.
 6. The requirement that a proposal be segmented into two parts, a technical proposal and a price proposal. Each proposal shall be in a separately sealed, clearly identified package and shall include the date and time of the submittal deadline. The technical proposal shall include a schedule, schematic design plans and specifications, technical reports, calculations, permit requirements, applicable development fees and other data requested in the request for proposals. The price proposal shall contain all design, construction, engineering, inspection and construction costs of the proposed project.
 7. The date, time and location of the public opening of the sealed price proposals.
 8. Other information relevant to the project.
- F. If stated in the request for proposals, in order to inform each firm whether the firm's concept is responsive to the request for proposals, the department may enter into a separate confidential discussion with each firm on the short list to discuss alternative technical concepts that the firm may propose.
- G. The department shall proceed as follows:
1. The selection team shall review the technical proposals and score the technical proposals using the selection criteria in the request for proposals. The technical review team shall then submit a technical proposal score for each design-builder to the department. The technical review team shall reject any proposal it deems to be nonresponsive.
 2. The department shall announce the technical proposal score for each design-builder, shall publicly open the sealed price proposals and shall divide each design-builder's price by the score that the selection team has given to it to obtain an adjusted score. The design-builder selected shall be that responsive and responsible design-builder whose adjusted score is the lowest.
 3. If a time factor is included with the selection criteria in the request for proposals package, the department may also adjust the bids using a value of the time factor established by the department. The value of the time factor shall be a value per day. The adjustment shall be based on the total time value. The total time value is the design-builder's proposed number of days to complete the project multiplied by the factor. The time adjusted price is the total time value plus the bid amount. This adjustment shall be used for selection purposes only and shall not affect the department's liquidated damages schedule or incentive and disincentive program. An adjusted score shall then be obtained by dividing each design-builder's time adjusted price by the score given by the technical review team. The department shall select the responsive and responsible design-builder whose adjusted score is the lowest.
 4. Unless all proposals are rejected, the board shall award the contract to the responsive and responsible design-builder with the lowest adjusted score. The board reserves the right to reject all proposals.
 5. The department shall award a stipulated fee equal to two-tenths of one per cent of the department's estimated cost of design and construction to each short list responsible proposer who provides a responsive, but unsuccessful proposal. If the department does not award a contract, all responsive proposers shall receive the stipulated fee. If the department cancels the contract before reviewing the technical proposals, the department shall award each design-builder on the selected short list a stipulated fee equal to two-tenths of one per cent of the department's estimated cost of design and construction. The department shall pay

1 the stipulated fee to each proposer within ninety calendar days after the award of the contract
2 or the decision not to award a contract. In consideration for paying the stipulated fee, the
3 department may use any ideas or information contained in the proposals in connection with
4 any contract awarded for the project, or in connection with a subsequent procurement,
5 without any obligation to pay any additional compensation to the unsuccessful proposers.
6 Notwithstanding the other provisions of this paragraph, an unsuccessful short list proposer
7 may elect to waive the stipulated fee. If an unsuccessful short list proposer elects to waive the
8 stipulated fee, the department may not use ideas and information contained in the proposer's
9 proposal, except that this restriction does not prevent the department from using any idea or
10 information if the idea or information is also included in a proposal of a short list proposer
11 that accepts the stipulated fee.

EXHIBIT 4 ARIZONA REVISED STATUTES 28-7366**28-7366. Construction-manager-at-risk construction services and job-order-contracting construction services**

A. The department may procure the following services pursuant to this section:

1. Construction-manager-at-risk construction services.
2. Job-order-contracting construction services.

B. The department shall provide notice of each procurement of construction services prescribed in this section and shall award contracts on the basis of demonstrated competence and qualifications for the type of construction services pursuant to the procedures prescribed in this section.

C. In the procurement of construction services pursuant to this section:

1. The department shall issue a request for qualifications for each contract and publish notice of the request for qualifications in the same manner as provided in section 28-6923. The request for qualifications shall:
 - (a) Include the number of persons or firms to be included on the final list. At least three but not more than five persons or firms shall be on the final list.
 - (b) State the criteria to be used by the selection team to select the person or firm to perform the construction services. The request for qualifications shall also state in a manner determined by the department the relative weight of the selection criteria.
 - (c) If the department will hold interviews as part of the selection process, state that interviews shall be held and the number of persons or firms to be interviewed, which shall be at least the number of persons or firms to be included in the final list but not more than the number of persons or firms to be included in the final list plus two.
2. For each request for qualifications, the department shall initiate a selection team pursuant to section 28-7365, subsection B. A person who is a member of a selection team shall not be a contractor under the contract or provide construction, construction services, materials or services under the contract. The selection team shall:
 - (a) Evaluate the statements of qualifications and performance data that are submitted in response to the department's request for qualifications.
 - (b) If determined by the department and included by the department in the request for qualifications, conduct interviews with the number of persons or firms to be interviewed as stated in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required construction services.
 - (c) After any interviews or if interviews are not held, in order of preference, based on the criteria and the weighting of criteria established and published by the department and included in the request for qualifications, select a final list for the contract of persons or firms the selection team deems to be the most qualified to provide the construction services and, in the case of a contract that will be negotiated under subsection E of this section, rank the persons or firms on the final list in order of preference. The selection team shall base the selection of the final list and the order of preference on demonstrated competence and qualifications only. The number of persons or firms on the final list shall be the number of persons or firms specified in the request for qualifications, except that:

- (i) If a smaller number of responsive and responsible persons or firms respond to the solicitation, the department may have the selection team proceed with the selection process, including interviews and the final list, with the remaining persons or firms if at least two persons or firms remain or the department may readvertise pursuant to this subsection as the department deems necessary or appropriate.
 - (ii) If only one responsive and responsible person or firm responds to a solicitation for a contract to be negotiated pursuant to subsection E of this section, the department may proceed with only one person or firm in the selection process and may award the contract to a single person or firm if the department determines in writing that the fee negotiated pursuant to subsection E of this section is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a resolicitation.
 - (iii) If a person or firm on the final list withdraws or is removed from the selection process and the selection team determines that it is in the best interest of the department, the selection team may replace that person or firm with the person or firm that submitted qualifications and that is selected by the selection team as the next most qualified.
 - (d) Base the selection of the final list and order of preference on the final list on demonstrated competence and qualifications only.
 3. The department and the selection team shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process under this subsection or subsection D of this section, including the selection of the persons or firms to be interviewed, the selection of the persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list or for any other purpose in the selection process.
 4. For construction-manager-at-risk construction services, the contract under a request for qualifications solicitation is limited to a specific single project.
- D. The department shall award a contract for construction services to one of the persons or firms on the final list prepared pursuant to subsection C of this section as provided in subsection E or F of this section, except that, if fewer than the number of persons or firms on the final list respond to the request for proposals pursuant to subsection F of this section but at least two persons or firms on the final list submit responsive proposals, or if one or more of the persons or firms on the final list drop out of the selection process pursuant to subsection E or F of this section:
1. If there are three or more remaining persons or firms, the department shall proceed with the selection process.
 2. If there are only two remaining persons or firms, as the department deems necessary and appropriate, the department may proceed with the selection process with the two persons or firms or may terminate the selection process and may readvertise pursuant to subsection C of this section.
 3. If there is only one remaining person or firm, the department may award the contract to a single person or firm pursuant to subsection E of this section if the department determines in writing that the fee negotiated pursuant to subsection E of this section is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a resolicitation.

E. For the single contract included in the request for qualifications, the department shall enter into negotiations for the contract with the highest qualified person or firm on the final list for the construction services. The negotiations shall include consideration of compensation and other contract terms that the department determines to be fair and reasonable to the department. In making this decision, the department shall take into account the estimated value, the scope, the complexity and the nature of the construction services to be rendered. If the department is not able to negotiate a satisfactory contract with the highest qualified person or firm on the final list at compensation and on other contract terms the department determines to be fair and reasonable, the department shall formally terminate negotiations with that person or firm. The department may undertake negotiations with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list. If a contract for construction services is entered into pursuant to this subsection:

1. If the contract is for construction-manager-at-risk construction services and includes preconstruction services by the contractor, the department shall enter into a written contract with the contractor for preconstruction services under which the department shall pay the contractor a fee for preconstruction services in an amount agreed by the department and the contractor, and the department shall not request or obtain a fixed price or a guaranteed maximum price for the construction from the contractor or enter into a construction contract with the contractor until after the department has entered into the written contract for preconstruction services and a preconstruction services fee.
2. Construction shall not commence until the department and contractor agree in writing on either a fixed price that the department will pay for the construction to be commenced or a guaranteed maximum price for the construction to be commenced. The construction to be commenced may be the entire project or may be one or more phased parts of the project.

F. As an alternative to subsection E of this section, the department may award job-order-contracting construction services as follows:

1. The department shall use the selection team that is appointed for the request for qualifications pursuant to subsection C of this section.
2. The department shall issue a request for proposals to the persons or firms on the final list that is developed pursuant to subsection C of this section.
3. For job-order-contracting construction services, the request for proposals shall include:
 - (a) The department's project schedule and project final design and construction budget or life cycle budget for a procurement that includes maintenance services or operations services.
 - (b) A statement that the contract will be awarded to the offeror whose proposal receives the highest number of points under a scoring method.
 - (c) A description of the scoring method, including a list of the factors in the scoring method and the number of points allocated to each factor.
 - (d) A requirement that each offeror separately submit a technical proposal and a price proposal and that the offeror's entire proposal be responsive to the requirements in the request for proposals.
 - (e) A statement that in applying the scoring method the selection team will separately evaluate the technical proposal and the price proposal and will evaluate and score the technical proposal before opening the price proposal.

- (f) If the department conducts discussions pursuant to paragraph 5 of this subsection, a statement that discussions will be held and a requirement that each offeror submit a preliminary technical proposal before the discussions are held.
 4. If the department determines to conduct discussions pursuant to paragraph 5 of this subsection, each offeror shall submit a preliminary technical proposal to the department before those discussions are held.
 5. If determined by the department and included by the department in the request for proposals, the selection team shall conduct discussions with all offerors that submit preliminary technical proposals. Discussions shall be for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements. The department shall accord fair treatment to offerors with respect to any opportunity for discussion and for clarification by the owner. Revision of preliminary technical proposals shall be permitted after submission of preliminary technical proposals and before award for the purpose of obtaining the best and final proposals. In conducting any discussions, information derived from proposals submitted by competing offerors shall not be disclosed to other competing offerors.
 6. After completion of any discussions pursuant to paragraph 5 of this subsection or if no discussions are held, each offeror shall separately submit the offeror's final technical proposal and the offeror's price proposal.
 7. Before opening any price proposal, the selection team shall open the final technical proposals, evaluate the final technical proposals and score the final technical proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.
 8. After completion of the evaluation and scoring of all final technical proposals, the selection team shall open the price proposals, evaluate the price proposals, score the price proposals and complete the scoring of the entire proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.
 9. The department shall award the contract to the responsive and responsible offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation.
 10. The contract file shall contain the basis on which the award is made.
- G. Until an award and execution of a contract by the department, only the name of each person or firm on the final list developed pursuant to subsection C of this section may be made available to the public. All other information received by the department in response to the request for qualifications or contained in the proposals is confidential in order to avoid disclosure of the contents that may be prejudicial to competing offerors during the selection process. The department shall open the proposals to public inspection after the contract is awarded and the department has executed the contract. To the extent that the offeror designates and the department concurs, trade secrets and other proprietary data contained in a proposal remain confidential.
- H. The department may cancel a request for qualifications or a request for proposals or reject in whole or in part any or all proposals as specified in the solicitation if it is in the best interest of the department. The department shall make the reasons for cancellation or rejection part of the contract file.
- I. Notwithstanding any other law:
 1. The contractor for job-order-contracting construction services is not required to be registered to perform design services pursuant to title 32, chapter 1 if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.

2. The contractor for construction-manager-at-risk construction services or job-order-contracting construction services shall be licensed to perform construction pursuant to title 32, chapter 10.
 3. For each project under a construction-manager-at-risk construction services contract, the licensed contractor performing the contract shall perform, with the contractor's own organization, construction work that amounts to not less than forty per cent of the total contract price for construction. For the purposes of this paragraph, the total contract price for construction does not include the cost of preconstruction services, design services or any other related services or the cost to procure any right-of-way or other cost of condemnation.
 4. Each procurement and each request for qualifications pursuant to this section is limited to a single contract for construction-manager-at-risk construction services or job-order-contracting construction services. This restriction does not affect or impair the department's ability to procure multiple contracts for job-order-contracting construction services in a single procurement using a single request for qualifications pursuant to section 28-7367.
 5. The department shall not procure any construction services using the construction-manager-at-risk construction services or job-order-contracting construction services method of project delivery after December 31, 2030. For the purposes of this paragraph, the department procures construction services when the department solicits the contract for construction services. If the department solicits a contract for construction services on or before December 31, 2030, the contract may be executed and construction services under the contract may be rendered in whole or in part after December 31, 2030.
- J. For job-order-contracting construction services only:
1. The maximum dollar amount of an individual job order shall be one million dollars or such higher or lower amount prescribed by the department. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.
 2. If the contractor subcontracts or intends to subcontract any of the work under a job order and if the job-order-construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order:
 - (a) The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders:
 - (i) A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.
 - (ii) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
 - (b) If not previously delivered to the subcontractor, the contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
 - (i) A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - (ii) The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

1 (iii) The standard unit price for each standard individual task that is included in
2 the job order and that the subcontractor is invited to perform.

3 K. Notwithstanding anything to the contrary in this title, the department shall not enter into a contract as
4 contractor to provide construction-manager-at-risk construction services or job-order- contracting
5 construction services.

6 L. Each contract for construction-manager-at-risk construction services or job-order-contracting
7 construction services shall contain a description of each separate location at which the construction
8 will be performed and a requirement that the contractor include in each of the contractor subcontracts
9 the same location description. The contractor shall include in each subcontract a description of each
10 separate location at which the construction will be performed.

11 M. Except as otherwise provided in this section, sections 28-6923 and 28-6924, relating to bid,
12 performance and payment bonds, change orders, progress payments, contract retention, definitions
13 and authority to award contracts, apply to department construction-manager-at-risk and job-order-
14 contracting contracts for transportation facilities pursuant to this article.

1

EXHIBIT 5

CONTRACT DELIVERY METHODS

Contract Delivery Methods

Method of Procurement	Organization Chart	Selection Process	Pros	Cons
<p>Design-Bid-Build (DBB)</p> <p>Best Suited: New projects that are not schedule sensitive nor subject to potential change.</p> <p>Least Suited: New renovation and/or complex projects that are sequence or schedule sensitive. Projects subject to potential change.</p>		<p>Design Consultant Request for Statement of Qualification (SOQ):</p> <ul style="list-style-type: none">Section 28-6922Brooks Act <p>General Contractor Competitive Sealed Bid:</p> <ul style="list-style-type: none">Section 28-6923	<ul style="list-style-type: none">Familiar delivery methodDefined project scopeA+B bidding allowed	<ul style="list-style-type: none">No design phase assistanceLonger schedule durationPrice not established until bidding is completeMore expensiveLack of flexibility for changeAdversarial relationshipMore claims and legal issues
<p>Construction Manager at Risk (CMAR)</p> <p>Best Suited: New, renovation, or complex projects that are sequence or schedule sensitive, difficult to define, or subject to change. Approached in a team concept.</p> <p>Least Suited: New projects easily defined, lacking schedule sensitivity.</p>		<p>Design Consultant Request for SOQ:</p> <ul style="list-style-type: none">Section 28-6922Brooks Act <p>Independent Reviewer (same as Design Consultant)</p> <p>CMAR Contractor Request for SOQ:</p> <ul style="list-style-type: none">Section 28-7366, Para. A, B, C, D, E, G, HSection 28-6923Section 28-6924Section 28-7361	<ul style="list-style-type: none">Qualifications-based selectionTeam conceptCommon goals and objectivesDesign phase assistanceFaster schedule deliveryLess expensiveChange flexibilityFewer claims, legal issuesApplies to horizontal work with 40% self-performance	<ul style="list-style-type: none">Owner must provide project parameters: cost, schedule, quality, etc.Team concept must be implemented; open communication, trust, commitment, etc. (May be a cultural problem)
<p>Design-Build (DB)</p> <p>Best Suited: New or renovation projects that are schedule sensitive. Approached in a team concept.</p> <p>Least Suited: Projects that are difficult to define and are less schedule sensitive with participants lacking an understanding of DB process.</p>		<p>Design-Builder <u>Two-Step Qualifications</u></p> <ol style="list-style-type: none">Request for SOQ;Request for Proposals (RFP):<ul style="list-style-type: none">Section 28-7363, Para. A, B, C, D, E, FSection 28-7364, Criteria 1, 2, 3, 4, 5Section 28-7365, Para. A, B, C, D, E, F, GSection 28-6923Section 28-6924Section 28-7361	<ul style="list-style-type: none">Best Value selection: qualifications + priceSingle point of responsibility for design and constructionTeam conceptCommon goals and objectivesFaster schedule deliveryFewer claims, legal issuesObligate funds quickly	<ul style="list-style-type: none">Owner must provide project parameters: cost, schedule, quality, etc.Loss of checks and balancesMay be more difficult for owner to manage projectTeam concept must be implemented; open communication, trust, commitment, etc. (May be a cultural problem)Perception of threat to “in-house” staff
<p>Job Order Contracting (JOC)</p> <p>Best Suited: Schedule sensitive, single or multi-trade, repair, alteration, or renovation projects.</p> <p>Least Suited: Simple projects with defined work scope, lacking schedule sensitivity.</p>		<p>Job Order Contractor <u>One-Step Qualifications</u></p> <ol style="list-style-type: none">Request for SOQ;<ul style="list-style-type: none">Section 28-7366, Para. A, B, C, D, E, F, G, HSection 28-6923Section 28-6924 <p>Job Order Contractor <u>Two-Step Qualifications</u></p> <ol style="list-style-type: none">Request for SOQ;<ul style="list-style-type: none">Section 28-7366, Para. A, B, C, G, H, ISection 28-6923Section 28-6924Request for Proposals (RFP):<ul style="list-style-type: none">Section 28-7366, Para. FSection 28-7367, Para. A, B, C	<ul style="list-style-type: none">Best Value selection: qualifications + priceFaster schedule deliveryReduced “up-front” time and costLess expensiveFewer changesIncentive for higher qualityTrade subcontractor may perform as JOC	<ul style="list-style-type: none">Perception of threat to “in-house” staffRequires teamwork to reach potentialNeed trained owner personnel to best administer contract

1	EXHIBIT 6	SAMPLE CONFIDENTIALITY AND DISCLOSURE FORMS	
2	Exhibit 6-1	Confidentiality and Non-Disclosure Agreement	61
3	Exhibit 6-2	Disclosure Statement Form.....	63
4	Exhibit 6-3	Confidentiality and Non-Disclosure Agreement (AZAGC Member)	65
5	Exhibit 6-4	Disclosure Statement Form (AZAGC Member)	67
6			

EXHIBIT 6-1 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, _____, as a participant in the preparation of the Request for Qualifications (RFQ) and/or Request for Proposals (RFP), and/or evaluation of Statement of Qualifications (SOQ), and/or Proposals (the "Procurement Process") for the [Project Name], and commonly referred to as the [Short Project Name] (the "Project"), hereby agree that, except as otherwise provided by law:

- (A) I will maintain the confidentiality of all non-public or confidential data that I gain access to as a result of my participation in the Procurement Process. This includes proprietary information; information designated confidential by the Arizona Department of Transportation (ADOT); information submitted from or on behalf of any of the firms submitting SOQs/Proposals in response to the RFQ/RFP (either as part of their SOQ, Proposals, or included in supplemental information requested by ADOT and including information from supporting firms, such as sureties or banks); all evaluation process materials including, but not limited to, the SOQ/Proposal Evaluation Manual; and/or any other information that might be considered sensitive which I have heard, seen, or reviewed (collectively known as "Confidential Information").
- (B) I will follow the SOQ/Proposal Evaluation Manual as issued by ADOT for the Project. I will maintain security and control over all SOQs/Proposals containing such Confidential Information in my physical or virtual custody during the Procurement Process. I will not download, print out, make copies in paper or digital form of any kind (including screenshots) or photographs, in whole or in part, any document or remove documents from the physical or virtual locations assigned for evaluations except as expressly authorized by the Procurement Manager, and will return or check in all documents to its original physical or virtual location when my work with the documents is completed.
- (C) I will not divulge any Confidential Information regarding the Procurement Process to any representative of the firms submitting SOQs/Proposals in response to the RFQ/RFP. I will not divulge any Confidential Information regarding the Procurement Process to any person not directly involved in the Procurement Process, including the media, members of the public, employees of firms or consultants that have not submitted an SOQ/Proposal in response to the RFQ/RFP, or other ADOT employees. Internal Confidential Information exchange shall be conducted only as necessary to conduct the Procurement Process. If contacted by any representative of a firm that has submitted an SOQ/Proposal in response to the RFQ/RFP, the media, or the public or any employee of ADOT, firms, or consultants not involved in the Procurement Process, I will not discuss the Procurement Process, and will promptly report every such case of attempted communications to ADOT.
- (D) Furthermore, I have disclosed any potential conflicts of interest on the attached *Disclosure Statement Form*, or alternately, I hereby certify that to the best of my knowledge, I do not have a conflict of interest, either real or apparent, as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, nor of my employer, partner(s), or joint venture members, in any firm under consideration for the design-build agreement associated with the Project. I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors or anything of value from any firm under consideration for the design-build agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to ADOT or may otherwise be a violation of law.

1 This Agreement is subject to the laws of the State of Arizona and applicable rules and regulations.

2 ☐ Pre-SOQ Due Date ☐ Post SOQ Due Date ☐ Changes post Short-listing

3
4 ☐ No *Disclosure Statement Form* Required

5 ☐ See attached *Disclosure Statement Form**

6 * If a *Disclosure Statement Form* is required, please fill out the attached form.

7
8
9
Signed: _____ Date: _____
Print Name: _____ Title: _____
Representing: _____
E-mail: _____ Phone: _____

EXHIBIT 6-2 DISCLOSURE STATEMENT FORM

I, _____, in agreeing to participate as a participant, member of a team or committee evaluating/reviewing the SOQs/Proposals for the design and construction of the [Project Name], and commonly referred to as the [Short Project Name] (the "Project"), make the following representations:

- (A) Except as set forth in this *Disclosure Statement Form*, neither I nor any member of my immediate family has a direct or indirect financial interest in any entity participating in any SOQ/Proposal.
- (B) Except as set forth in this *Disclosure Statement Form*, no business or organization with which I am associated has a direct or indirect financial interest in any entity participating in any SOQ/Proposal.
- (C) Except as set forth in this *Disclosure Statement Form*, no member of my immediate family or other person, business, or organization with which I am associated is negotiating or has an arrangement concerning prospective employment relating to any entity participating in any SOQ/Proposal.
- (D) Except as set forth in this *Disclosure Statement Form*, neither I nor any member of my immediate family is involved in discussions with any business participating in any SOQ/Proposal.
- (E) I will not solicit or accept, directly or indirectly, any gift, favor, gratuity, entertainment, food, lodging, loan, or other item from any firm that has submitted an SOQ/Proposal in response to the RFQ/RFP if it tends to influence me in the discharge of my duties.
- (F) In the event that the circumstances under which I made this disclosure statement change such that a response pertaining to items (A) through (E) must be provided, I will promptly contact the ADOT Project Manager and prepare a revised *Disclosure Statement Form*.

This *Disclosure Statement Form* outlines potential conflicts of interest, either real or apparent, as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, or of my employer, partner(s), or joint venturers, in any firm under consideration for the design-build agreement associated with the Project. Section I of this *Disclosure Statement Form* describes the potential conflicts of interest. Section II of this *Disclosure Statement Form* describes the management plan for dealing with the potential conflicts of interest as described in Section I of this *Disclosure Statement Form*. I acknowledge that ADOT may require revisions to the management plan described in Section II of this *Disclosure Statement Form* prior to approving it and that ADOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in Section I of this *Disclosure Statement Form*. Attach additional pages, as necessary.

EXHIBIT 6-3 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (AZAGC MEMBER)

I, _____, as a participant in the evaluation of Statement of Qualifications (SOQ), and/or Proposals (the "Procurement Process") for the [Project Name], and commonly referred to as the [Short Project Name] (the "Project"), hereby agree that, except as otherwise provided by law:

- (A) I will maintain the confidentiality of all non-public or confidential data that I gain access to as a result of my participation in the Procurement Process. This includes proprietary information; information designated confidential by the Arizona Department of Transportation (ADOT); information submitted from or on behalf of any of the firms submitting SOQs/Proposals in response to the RFQ/RFP (either as part of their SOQ, Proposals, or included in supplemental information requested by ADOT and including information from supporting firms, such as sureties or banks); all evaluation process materials including, but not limited to, the SOQ/Proposal Evaluation Manual; and/or any other information that might be considered sensitive which I have heard, seen, or reviewed (collectively known as "Confidential Information").
- (B) I will follow the SOQ/Proposal Evaluation Manual as issued by ADOT for the Project. I will maintain security and control over all SOQs/Proposals containing such Confidential Information in my physical or virtual custody during the Procurement Process. I will not download, print out, make copies in paper or digital form of any kind (including screenshots) or photographs, in whole or in part, any document or remove documents from the physical or virtual locations assigned for evaluations except as expressly authorized by the Procurement Manager, and will return or check in all documents to its original physical or virtual location when my work with the documents is completed.
- (C) I will not divulge any Confidential Information regarding the Procurement Process to any representative of the firms submitting SOQs/Proposals in response to the RFQ/RFP. I will not divulge any Confidential Information regarding the Procurement Process to any person not directly involved in the Procurement Process, including the media, members of the public, employees of firms or consultants that have not submitted an SOQ/Proposal in response to the RFQ/RFP, or other ADOT employees. Internal Confidential Information exchange shall be conducted only as necessary to conduct the Procurement Process. If contacted by any representative of a firm that has submitted an SOQ/Proposal in response to the RFQ/RFP, the media, or the public or any employee of ADOT, firms, or consultants not involved in the Procurement Process, I will not discuss the Procurement Process, and will promptly report every such case of attempted communications to ADOT.
- (D) Furthermore, I have disclosed any potential conflicts of interest on the attached *Disclosure Statement Form*, or alternately, I hereby certify that to the best of my knowledge, I do not have a conflict of interest, either real or apparent, as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, nor of my employer, partner(s), or joint venture members, in any firm under consideration for the design-build agreement associated with the Project. I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors or anything of value from any firm under consideration for the design-build agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to ADOT or may otherwise be a violation of law.

In addition, I have confirmed that _____ or any affiliate of _____ (any person or entity that directly or indirectly controls, or is controlled by, or is under common control with, such firm or any of its members, partners, etc.) has not communicated or will cease all communications with firms proposing on this Project and will not team with any Proposer or its subcontractors for the duration of this Project.

1 This Agreement is subject to the laws of the State of Arizona and applicable rules and regulations.

2 ☐ Pre-SOQ Due Date ☐ Post SOQ Due Date ☐ Changes post Short-listing

3

4 ☐ No *Disclosure Statement Form* Required

5 ☐ See attached *Disclosure Statement Form**

6 * If a *Disclosure Statement Form* is required, please fill out the attached form.

Signed:

Date:

Print Name:

Title:

Representing:

E-mail:

Phone:

7

EXHIBIT 6-4 DISCLOSURE STATEMENT FORM (AZAGC MEMBER)

I, _____, in agreeing to participate as a participant, member of a team or committee evaluating/reviewing the SOQs/Proposals for the design and construction of the [Project Name], and commonly referred to as the [Short Project Name] (the "Project"), make the following representations:

- (A) Except as set forth in this *Disclosure Statement Form*, neither I nor any member of my immediate family has a direct or indirect financial interest in any entity participating in any SOQ/Proposal.
- (B) Except as set forth in this *Disclosure Statement Form*, no business or organization with which I am associated has a direct or indirect financial interest in any entity participating in any SOQ/Proposal.
- (C) Except as set forth in this *Disclosure Statement Form*, no member of my immediate family or other person, business, or organization with which I am associated is negotiating or has an arrangement concerning prospective employment relating to any entity participating in any SOQ/Proposal.
- (D) Except as set forth in this *Disclosure Statement Form*, neither I nor any member of my immediate family is involved in discussions with any business participating in any SOQ/Proposal.
- (E) I will not solicit or accept, directly or indirectly, any gift, favor, gratuity, entertainment, food, lodging, loan, or other item from any firm that has submitted an SOQ/Proposal in response to the RFQ/RFP if it tends to influence me in the discharge of my duties.
- (F) In the event that the circumstances under which I made this disclosure statement change such that a response pertaining to items (A) through (E) must be provided, I will promptly contact the ADOT Project Manager and prepare a revised *Disclosure Statement Form*.

This *Disclosure Statement Form* outlines potential conflicts of interest, either real or apparent, as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, or of my employer, partner(s), or joint venturers, in any firm under consideration for the design-build agreement associated with the Project. Section I of this *Disclosure Statement Form* describes the potential conflicts of interest. Section II of this *Disclosure Statement Form* describes the management plan for dealing with the potential conflicts of interest as described in Section I of this *Disclosure Statement Form*. I acknowledge that ADOT may require revisions to the management plan described in Section II of this *Disclosure Statement Form* prior to approving it and that ADOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in Section I of this *Disclosure Statement Form*. Attach additional pages, as necessary.

EXHIBIT 6-4 DISCLOSURE STATEMENT FORM (CONTINUED)

Section I – Description of Potential Conflicts of Interest

Section II – Plan for Managing Potential Conflicts of Interest

Signed:	_____	Date:	_____
Print Name:	_____	Title:	_____
Representing:	_____		
E-mail:	_____	Phone:	_____

Approved by the Arizona Department of Transportation:

Signed:	_____	Date:	_____
Print Name:	_____	Title:	_____
E-mail:	_____	Phone:	_____

EXHIBIT 7 SAMPLE GMP TABLE

Project Name:
TRACS No.

Date:

		GMP w/o Allowances	Allowances	Notes
A. Direct Construction Costs (Labor, Materials, Equipment)				
A1. Cost of Self-Performed Work		\$ 200,000.00		[from detailed schedule of values]
A2. Cost of Subcontractor Performed Work		\$ 100,000.00		
A. Direct Construction Costs Total:		<u>\$ 300,000.00</u>		
B. Allowances				[from risk register]
B1. Open			\$ 20,000.00	
B2. Fixed			\$ 10,000.00	
B3. Provisional			\$ -	
B. Allowances Total:			<u>\$ 30,000.00</u>	[inclusive of C, D, E, and F]
C. Offsite Overhead	5.00%	\$ 15,000.00		[applied to A (sum)]
C. Offsite Overhead		<u>\$ 15,000.00</u>		
Subtotal 1		\$ 315,000.00		[A + C]
D. Construction Fee				
D1. Self-Performed Work	7.00%	\$ 15,050.00		[applied to A1 + C]
D2. Subcontractor Performed Work	6.00%	\$ 6,000.00		[applied to A2]
D. Construction Fee Total:	(composite rate)	<u>\$ 21,050.00</u>		
Subtotal 2		\$ 336,050.00		[Subtotal 1 + D]
E. Bonds and Insurance				
E1. Bonds	1.00%	\$ 3,150.00		[applied to Subtotal 2]
E2. Insurance	1.00%	\$ 3,150.00		[applied to Subtotal 2]
E. Bonds and Insurance Total:		<u>\$ 6,300.00</u>		
Subtotal 3		\$ 321,300.00		[Subtotal 2 + E]
F. Tax				[65% of (State+County+City tax rate)]
F1. Sales Tax	6.000%	\$ 19,278.00		[applied to Subtotal 3]
F2. Tax Credits		\$ -		
F. Tax Total:		<u>\$ 19,278.00</u>		
Guaranteed Maximum Price		\$ 340,578.00		[Subtotal 3 + tax total]
Allowances (ADOT)			\$ 30,000.00	
TOTAL		\$ 370,578.00		

EXHIBIT 8 SAMPLE DOCUMENT DISPOSITION MATRIX

No.	Procurement Phase Document (All are native files unless otherwise noted)	Internal Document	External Document	Electronic	Hard Copy	Destroy	Archive	Copy on the PMIS during the D&C Period
General								
1.	CSRA Report			x			x	x
2.	Risk Tracking Matrix	x		x			x	x
3.	Industry Forum Documents/Presentation		x	x			x	x
4.	White Papers	x		x			x	x
5.	Open Items List	x		x		x		
6.	Meeting Agenda/Notes	x		x		x		
7.	Program/Procurement Schedule	x		x			x	
8.	Preproposal Presentation		x	x			x	
9.	Liquidated Damages Calcs	x		x			x	x
10.	This Document Disposition Matrix	x		x			x	
11.	Misc. Procurement Notes/Files	x		x		x		
RFQ Phase								
12.	Confidentiality Agreements (Pre-SOQ Due Date)	x		x			x	
13.	RFQ Draft Versions, including draft addenda	x		x		x		
14.	RFQ Comments, including draft addenda	x		x		x		
15.	RFQ Comment Resolution Matrix	x		x		x		

No.	Procurement Phase Document (All are native files unless otherwise noted)	Internal Document	External Document	Electronic	Hard Copy	Destroy	Archive	Copy on the PMIS during the D&C Period
16.	Final RFQ	x		x			x	
17.	Final RFQ (Published PDF Files)		x	x			x	
18.	RFQ Addendum No. X	x		x			x	
19.	RFQ Addendum No. X (Published PDF and Certain Native Files)		x	x			x	
20.	Proposer's Original Questions, Comments, and Clarification Requests		x	x			x	
21.	Questions and Responses Matrix Draft Version	x		x		x		
22.	Questions and Responses Matrix Draft Version Comments	x		x		x		
23.	Questions and Responses Matrix	x		x			x	
24.	Questions and Responses Matrix (Published PDF Files)		x	x			x	
25.	Other Informational Memoranda						x	
26.	SOQs		x	x			x	
27.	Draft SOQ Evaluation Manual	x		x		x		
28.	Draft SOQ Eval Training Presentation	x		x		x		
29.	Draft SOQ Evaluation Manual Comments	x		x		x		
30.	Final SOQ Evaluation Manual	x		x			x ^A	
31.	Final SOQ Eval Training Presentation	x		x			x ^A	
32.	Final SOQ Eval Training Presentation (Published PDF Files)	x		x			x ^A	

No.	Procurement Phase Document (All are native files unless otherwise noted)	Internal Document	External Document	Electronic	Hard Copy	Destroy	Archive	Copy on the PMIS during the D&C Period
33.	SOQ Eval Training Workshop Sign-In Sheet	x		x	x	x		
34.	Adjectival Rating Weighting	x		x			x	
35.	SOQ Eval General Checklist (Log of SOQs, etc.)	x		x		x		
36.	Confidentiality Agreements (Post SOQ Due Date)	x		x			x	
37.	Clarification Request (R&R)	x		x			x	
38.	Clarification Request (R&R) (Published PDF Files)		x	x			x	
39.	Clarification Request Responses (R&R)		x	x			x	
40.	Exhibit 2-3: Proposer Teams List	x		x		x		
41.	Exhibit 4: SOQ Evaluation Committee Checklist	x		x		x		
42.	Packaging and Delivery Responsiveness Worksheets (Individual)	x		x		x		
43.	SOQ Responsiveness Worksheets (Individual)	x		x		x		
44.	SOQ Responsibility Worksheets (Individual)	x		x		x		
45.	Responsiveness and Responsibility Recommendations Memorandum, including attachments (clarification requests and responses, and consolidated forms)	x		x			x	
46.	Responsiveness and Responsibility Determination Memorandum	x		x			x	
47.	Project Reference Interview Questionnaires	x		x		x		
48.	Key Personnel Reference Interview Questionnaires	x		x		x		

No.	Procurement Phase Document (All are native files unless otherwise noted)	Internal Document	External Document	Electronic	Hard Copy	Destroy	Archive	Copy on the PMIS during the D&C Period
49.	Reference Check Summary of Findings	x		x		x		
50.	Qualitative Evaluation/Review Worksheets (Individual)	x		x		x		
51.	Qualitative Rating Worksheets (TPAG and TERC)	x		x			x	
52.	Scoring Worksheet	x		x			x	
53.	Shortlist Recommendation Memorandum, including attachments	x		x			x	
54.	Final Ranking Determination Memorandum, including attachments	x		x			x	
55.	Final Ranking Announcement		x	x			x	
56.	All other correspondence to/from Proposers		x	x			x	