



# CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

for State Funds Only

(NCAIP, SCIF22, SCIF23 and TRDF)

**Note:** This document is not intended for use with Federal FAA Funding. Federal FAA funding required a different process and is subject to additional requirements. Please contact your NCDOT Airport Project Manager for additional information.

## STEP 1: AIRPORT (RECIPIENT) RESPONSIBILITY (Occurs Prior to Project Selection) (N.C. Gen. Stat. 143-128.1, 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has included the proposed project on Airport Layout Plan (ALP).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The project in alignment with the sponsor's local land use plan & zoning ordinance.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has previously completed any request for changes in Approach Procedures required by FAA and has provided a copy of the approval to NCDOT-DOA. This is required two (2) years prior to expected changes.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has completed any requests for changes that affect NAVAIDS that are required for the project.



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## STEP 2: CMAR PROJECT SELECTION *(Occurs Prior to Advertisement)* (N.C. Gen. Stat. 143-128.1(e), 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has written policy in place to guide the evaluation and selection of CMAR projects.
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<input type="checkbox"/>	<input type="checkbox"/>		<p>The airport (recipient) has concluded that CMAR is in the best interest of the project, and the public entity has compared the advantages and disadvantages of using the construction management at risk method for a given project in lieu of the delivery methods in comparison to the following:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <i>Separate prime bidding</i></li> <li><input checked="" type="checkbox"/> <i>Single prime bidding</i></li> <li><input checked="" type="checkbox"/> <i>Dual bidding</i></li> </ul>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The airport (recipient) has ensured that the project is appropriate for the CMAR process and in accordance with NCDOT's current guidelines for awarding construction manager/general contractor projects as it includes the following: <i>(Select all that apply)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <i>Projects where design and construction need to be expedited for the public good or to capitalize on advanced or specific funding opportunities</i></li> <li><input type="checkbox"/> <i>includes an emergency situation</i></li> <li><input type="checkbox"/> <i>includes complex constructability or traffic phasing issues</i></li> <li><input type="checkbox"/> <i>includes opportunities for innovation</i></li> <li><input type="checkbox"/> <i>is not a project that lends itself to normal design-bid-build, design-build or design-build bridging procedures</i></li> </ul>
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## CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

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### STEP 3: CMAR DESIGNER SELECTION

(N.C. Gen. Stat. 143-64.31, 143-128.2 and 143-128.4)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

*Note: Often an airport will explore potential project designs before the decision is made to utilize an alternative delivery method. This is a reasonable approach and can provide the airport with valuable feedback on cost and delivery options. Utilizing this process does not exclude the airport from utilizing an alternative delivery method. However, the airport must understand that the design contract utilized to explore these cost and delivery options cannot be utilized and converted to an alternative delivery design contract. A new advertisement must be issued.*

*The airport will select the designer based on its current prequalification and procurement process for engineering and architectural firms without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.*

<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has written policy and procedures in place to guide the evaluation and selection of the engineering or architectural designer and independent consultant estimators for CMAR projects.
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has developed the project scope and initial budget for the CMAR project.
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<input type="checkbox"/>	<input type="checkbox"/>		The airport has developed the Request for Letters of Interest (LOI) and provided a copy to NCDOT-DOA, which includes the following in accordance with the N.C. Gen. Stat. and NCDOT's current guidelines for awarding construction manager/general contractor projects:
	<input type="checkbox"/>		<i>The standard advertisement process for acquiring professional services including providing the advertisement to all pre-qualified firms, as applicable.</i>
	<input checked="" type="checkbox"/>		<i>Instructions for obtaining a request for letters of interest (LOI) package as well as a deadline for the submittal of LOI is included in the advertisement.</i>
	<input checked="" type="checkbox"/>		<i>The request for LOI provides a general description of the work and any prequalification requirements, additional technical qualifications, and the time frame for LOI to be submitted to the airport.</i>
	<input type="checkbox"/>		<i>Requirements for prequalification for each entity providing professional engineering services or estimating services are included in the request for LOI.</i>
	<input checked="" type="checkbox"/>		<i>The airport (recipient) has a written ethics policy and it is referenced in the request for LOI and applies to the CMAR project.</i>
	<input checked="" type="checkbox"/>		<i>The airport (recipient) has determined that any consultant engineers proposed that are currently under contract or previously under contract with the airport (recipient) that were utilized to prepare preliminary plans, planning reports or other project development products for this CMAR project do not constitute a conflict of interest under its current ethics policy.</i>
	<input type="checkbox"/>		<i>The airport (recipient) has included a project synopsis of the preconstruction and construction activities projected to be a part of the CMAR advertisement and made that available to all prospective submitters.</i>
	<input type="checkbox"/>		<i>The airport (recipient) has included a timeline of events (anticipated schedule) which includes the advertisement, LOI submissions, project document distributions, any meetings with prospective firms and made that available to all prospective firms.</i>



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STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has assembled the selection committee for the CMAR project which consists of a chairperson and at least two (2) other members (typically five (5)) with experience in the type of service(s) to be contracted. The selection committee shall evaluate consultant proposals based on the criteria established and published within the request for LOI solicitation.
<input type="checkbox"/>	<input type="checkbox"/>			<p>The airport has selected the firm(s) on qualifications-based factors which may include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);</li> <li><input type="checkbox"/> Work experience;</li> <li><input type="checkbox"/> Specialized expertise;</li> <li><input type="checkbox"/> Professional licensure;</li> <li><input type="checkbox"/> Staff capability, workload capacity, and past performance;</li> </ul> <p><input checked="" type="checkbox"/> Price shall not be used as a factor in the evaluation, ranking, and selection phase for consultant services. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from use in evaluation criteria.</p> <p><input checked="" type="checkbox"/> In-state or local preference shall not be used as a factor in the evaluation, ranking, and selection phase.</p>
<input type="checkbox"/>	<input type="checkbox"/>			<p>The airport (recipient) has negotiated the contract with the selected firm(s) after the details of the scope of services has been resolved which include the following considerations:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The airport or its representative has prepared an Independent Cost Estimate (ICE) for the work. The ICE must be completed prior to opening the cost proposal submitted for the selected firm.</li> <li><input type="checkbox"/> The airport has conducted a pre-negotiation audit to provide necessary data to affirm the firm has an acceptable accounting system, adequate and proper justification for the various rates charged to perform the work, and is aware of the airport's cost eligibility and documentation requirements.</li> <li><input type="checkbox"/> The airport has conducted negotiations separately for man days and for any of the dollar amounts for elements of cost, fee, and overhead except for contracts involving cost per unit of work and specific rates of compensation.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>			<p>The airport (recipient) has executed the contract after the completion of final negotiations through airport approved means. The NCDOT-DOA has been provided a copy of the executed contract for documentation purposes. The contract should include the following as applicable:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The airport has included a maximum amount payable which shall not be exceeded unless adjusted by a contract modification, as applicable, when the method of payment is other than a lump sum;</li> <li><input type="checkbox"/> The airport has included administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;</li> <li><input type="checkbox"/> The airport has included required contract amendments for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the services; or significantly change the conditions under which the services are required to be performed;</li> </ul>



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(N.C. Gen. Stat. 143-64.31, 143-128.2 and 143-128.4)

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STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has included firm responsibilities in the contract to ensure that the work being pursued is complete, accurate, and consistent with the terms of the contract; and assuring that costs billed are consistent with the acceptability and progress of the firm's work.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has included requirements and regulations pertaining to reporting;
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has included requirements and regulations pertaining to copyrights and rights in data;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The airport has included retention requirements for all required records for not less than five (5) years, or appropriate term after the airport makes final payment and all other pending matters are closed;
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has included requirements pertaining to consultant errors and omissions;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The airport has included requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of 23 CFR 172;
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport has included a provision for termination for cause by the airport including the manner by which it will be effected and the basis for settlement. Termination may occur when there is unavailability of federal and/or state funding, major delays in completing the necessary environmental documentation, removal or adjustment of the project from NCDOT's Transportation Statewide Improvement Program, change in the Firm's project team, and poor or unacceptable performance of the firm;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The airport has included provisions for lobbying certification and disclosure, as specified in 49 CFR Part 20 for all contracts and subcontracts exceeding \$100,000; and,
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The airport has included a Certification of Eligibility under the Iran Divestment Act (pursuant to N.C. Gen. Stat. 147-55 et seq., 147-86.58 and 147-86.59).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) has a process in place to review and make payment for consultant submitted invoices for payment in increments that may be based on the completion of tasks, milestones or a specific time span, as may be required in the contract.



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### STEP 4: CMAR PROJECT ADMINISTRATION - PRELIMINARY DESIGN

(N.C. Gen. Stat. 143-128.1, 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

*Note: Initial phases of the CMAR contract often include much discussion and development of the planning and design of the project in order to have basic parameters for the project identified before bringing in the construction manager which is traditionally around 30% design. These procedures are not outlined in the N.C. Gen. Stat. As a result, these are recommendations on how the airport (recipient) can approach the design portion of the project for a CMAR contract.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has an appropriate process in place to review and respond to inquiries from the designer within the specified time frames under the terms of the design contract, so that no delays will occur on the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has conducted a pre-design conference with the designer and provided NCDOT-DOA a copy of the minutes for the conference.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has reviewed and approved the appropriate level of design (30%) for the project in order to acquire the construction manager for the CMAR project and will remain engaged in the design process until complete. The airport (recipient) has provided NCDOT-DOA a copy of the approval.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has established preconstruction and evaluation criteria for the selection of the construction manager accordance with N.C. Gen. Stat. 143 - Article 3D, N.C. Gen. Stat. 143-128.1 and N.C. Gen. Stat. 143-135.8 and provided NCDOT-DOA a copy of the criteria.



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## STEP 5: CMAR SELECTION OF CONSTRUCTION MANAGER - REQUEST FOR LETTERS OF INTEREST (Advertisement) (N.C. Gen. Stat. § 143-128.1, 143-129, 143 Article

Required By NCGS, NCDOT,  
Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

The airport (recipient) will select the construction manager based on Article 3D of Chapter 143. The public owner shall make a good-faith effort to comply with N.C. Gen. Stat. 143-128.2, N.C. Gen. Stat. 143-128.4, and to recruit and select small business entities when selecting a construction manager at risk.

Note: For airports, a common approach is to utilize the term **Request for Qualifications (RFQ)** in lieu of the term **Letters of Interest (LOI or RFLOI)**. These methods are different as the RFLOI is a solicitation method that invites vendors to submit a summary of their qualifications and a statement of their interest in performing a specific job or service and is used to shortlist vendors for further evaluation and selection. An RFQ is a solicitation that asks vendors to detail their background and experience providing a specific good or service, focusing on their skills and experience rather than pricing.

<input type="checkbox"/> <input type="checkbox"/>			<p>The airport (recipient) has included the following content in the request for letters of interest (RFLOI) to provide the responders with sufficient project details. Additional requirements may be needed based on the specific project.</p> <p><input checked="" type="checkbox"/> The project site, description, scope, schedule and overall budget maximum are clearly denoted within the body of the request for letter of interest (RFLOI).</p> <p><input checked="" type="checkbox"/> The date and time of the submission of the letters of interest is clearly denoted on the cover sheet as well as within the body of the RFLOI.</p> <p><input type="checkbox"/> The payment details provision has clearly identified the method of payment (lump sum or other) for the project and identified how payments are made throughout the life of the project, including, if applicable, an estimated schedule of progress to set a pre-determined maximum payout schedule.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The airport (recipient) has determined the <b>prequalification requirements</b> of prime contractors for CMAR projects. Experience working on contracts with similar scopes of work is required. Previous CMAR experience is recommended, but not required.</p>
<input type="checkbox"/>	<input type="checkbox"/>		<p>The airport (recipient) has advertised the request for letters of interest in accordance with all required criteria.</p>
<input type="checkbox"/>	<input type="checkbox"/>		<p>The airport (recipient) has verified that the submission of the letters of interest in strict compliance with the requirements and timeline contained in the RFLOI.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The airport's (recipient) has established an <b>LOI review committee</b> consisting of at least one airport executive and two (2) technical review members (typically five (5)) to review and select the short list of proposers.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The airport (recipient) has selected <b>two to five CMAR construction manager proposers</b> for the short list based on the responsive LOI from the RFLOI. Re-advertisement is required if there is only one proposer.</p>



DIVISION OF  
**AVIATION**

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**STEP 5: CMAR SELECTION OF CONSTRUCTION MANAGER - REQUEST FOR**

*Required By NCGS, NCDOT,*

**LETTERS OF INTEREST (Advertisement) (N.C. Gen. Stat. § 143-128.1, 143-129, 143 Article**

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has advised <b>ALL</b> prospective CMAR proposers of the final short list and that they will be afforded the opportunity for a debrief regarding the relative merits of their LOI.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has announced the short-listed proposers in no specific order.





# **CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS** *for State Funds Only* (NCAIP, SCIF22, SCIF23 and TRDF)

## **STEP 6: SELECTION OF CONSTRUCTION MANAGER - STATEMENT OF QUALIFICATIONS (SOQ) (N.C. Gen. Stat. § 14-128.1, 143-129, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

The airport (recipient) will select the construction manager based on Article 3D of Chapter 143. The public owner shall make a good-faith effort to comply with N.C. Gen. Stat. 143-128.2, N.C. Gen. Stat. 143-128.4, and to recruit and select small business entities when selecting a construction manager at risk.

<input type="checkbox"/> <input type="checkbox"/>	<p>The airport (recipient) has included the following content in the Request for Qualifications (RFQ) to provide the responders with sufficient project details. Additional requirements may be needed based on the specific project.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The <b>Project Site, Description, Scope, Schedule and Overall Budget Maximum</b> are clearly denoted within the body of the Request for Qualifications (RFQ).</li> <li><input checked="" type="checkbox"/> The <b>Date and Time of the submission of the Statement of Qualifications</b> is clearly denoted on the cover sheet as well as within the body of the RFQ.</li> <li><input checked="" type="checkbox"/> The airport (recipient) has included the <b>payment details</b> provision that has clearly identified the method of payment (Lump sum or other) for the project and identified how payments are made throughout the life of the project, including an estimated schedule of progress to set a pre-determined maximum payout schedule.</li> <li><input checked="" type="checkbox"/> The RFQ will also provide a list of evaluation factors and significant subfactors and relative importance in the evaluation process and include or reference any sample contract forms that are required.</li> </ul>
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>The airport (recipient) has incorporated any <b>Design and Other Requirements</b> in the RFQ as included below: (All May Apply)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The design requirements, specifications, and expectations with major design disciplines and preconstruction activities are clearly defined and presented in individual scopes of work within the RFQ.</li> <li><input type="checkbox"/> All preconstruction activities to be performed by the airport to supplement the proposer's responsibilities are identified and clearly specified by discipline.</li> <li><input checked="" type="checkbox"/> The responsibility for right-of-way acquisition has been clearly identified in the RFQ and that all ROW acquisition must follow the Federal UNIFORM Act. If the procurement of right-of-way is shared by the airport and the proposer, the RFQ clearly differentiates which parcels are the responsibility of the proposer and which parcels are the responsibility of the airport. Appraisers should be USPAP certified, as required.</li> <li><input type="checkbox"/> Any known information regarding utilities on and in the vicinity of the project are included in the RFQ along with roles and responsibilities of the proposer regarding coordinating the relocation of utilities.</li> <li><input type="checkbox"/> Any geotechnical information or reports required by the airport has been clearly identified in the RFQ and the airport has provided copies of any known existing geotechnical information to all proposers.</li> <li><input type="checkbox"/> Any identified environmental sites of concern has been included in the RFQ including details on the parcels, type of contamination, and the proposer's remediation responsibilities.</li> <li><input type="checkbox"/> Any survey information required by the airport has been clearly identified in the RFQ and the proposers have been notified of existing survey information that is available.</li> <li><input type="checkbox"/> Any information in the RFQ that is "For informational purpose only" has been clearly labeled and identified as needing verification of accuracy and the determination for use will be the sole responsibility of the proposer. "Contractually Binding Information" is also clearly identified which is binding to the airport.</li> </ul>
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>The airport (recipient) has clearly referenced any <b>design references</b> including pertinent design manuals, procedure manuals, FAA specifications and requirements, national codes, etc. that must be used in the development of the project design.</p>
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**STEP 6: SELECTION OF CONSTRUCTION MANAGER - STATEMENT OF QUALIFICATIONS (SOQ) (N.C. Gen. Stat. § 14-128.1, 143-129, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced all <b>submittal requirements</b> including design plans, shop drawings, and engineering calculations that are to be submitted to the airport for verification of compliance with the contract within the time frames included in the RFQ.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced any <b>submittal guidelines</b> for the submission of individual design plans, special provisions, and shop drawings for review and approval. Phased construction plans include sealed drawings and special provisions prior to beginning construction on that phase.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced the required <b>final documents</b> including the format required from the proposer upon completion of the project. This includes but is not limited to as-constructed plans, engineering reports, shop drawings, test results, documentation, daily reports, and item quantities.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced permits including who (airport or proposer) will acquire some or all the permits required for construction. Any previously acquired permits by the airport along with expectations regarding any permit modifications have been included in the RFQ.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<p>The airport (recipient) has clearly defined or referenced any <b>construction services required</b> in the RFQ. RFQ minimum content includes to following: <i>(All Apply)</i></p> <p><input type="checkbox"/> Any references to applicable construction specifications have been clearly identified in the RFQ including standard specifications, supplemental specifications or special provisions and addresses specific processes, traffic control requirements, construction phasing, or techniques that need to be specified to construct the project satisfactorily.</p> <p><input type="checkbox"/> All pertinent <b>Quality Assurance Specifications</b> have been clearly identified in the RFQ including Airport Construction Standards (AC 150/5370-10), the current North Carolina Building Code, etc.</p> <p><input type="checkbox"/> The roles for <b>Quality Management (QM) and Quality Control (QC)</b> by the proposer have been clearly identified in the RFQ including acceptance/verification by the airport and independent assurance by a third party, which may or may not be a part of the proposer's responsibility, including any QC responsibilities of the proposer beyond those already included in the referenced specifications, policies and procedures. The RFQ also includes any standard QC practices that do not apply to the project and are not applicable.</p> <p><input type="checkbox"/> The RFQ has identified that the airport (recipient) will continue with its independent assurance and field review program for the project with the right to review records and conduct tests at any time to ensure quality products and services are being provided.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced any <b>Construction Engineering and Inspection (CEI) services</b> required and if those CEI Services will be conducted by the airport for the CMAR project. The RFQ includes sufficient details on off-site fabrication, sampling and testing, surveying, frequency of reports, the level of detail and type of documentation for materials used in the construction of the project, and other such requirements necessary for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced any <b>third party involvement or restrictions</b> in the RFQ including proposer expectations related to acquiring environmental permits, environmental remediation, utility relocation, railroad coordination, airport coordination and FAA notification and FEMA compliance.



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**STEP 6: SELECTION OF CONSTRUCTION MANAGER - STATEMENT OF QUALIFICATIONS (SOQ) (N.C. Gen. Stat. § 14-128.1, 143-129, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced any <b>information or services to be provided by the airport</b> and included in the RFQ including data, reports, support functions, testing devices, or other items that would affect the price or technical approach.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced all <b>professional insurance and bonding</b> requirements have been clearly defined and included in the RFQ, either directly or by reference, all professional liability insurance requirements, as well as all bid, performance, and payment bond requirements including providing a performance and payment bond that complies with the requirements of Chapter 44A, Article 3 of the North Carolina General Statutes.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced all <b>supplemental special provisions</b> in the RFQ for any non-standard work. In addition, the airport has required discipline-specific special provisions that are dependent on the proposer's design and construction methods to be submitted by the proposer for the airport's approval prior to construction of the applicable item.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has included detailed requirements of the construction project scope, required deliverables to include anticipated preconstruction services and anticipated construction services needed for the specific project in the RFQ.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has included a list of evaluation factors and significant subfactors and relative importance in the evaluation process and include or reference any sample contract forms that are required in the RFQ.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has clearly defined or referenced the <b>MB/WB goals and reporting requirements</b> have been clearly identified in the Utilization of Women Businesses (WB) and Minority Businesses (MB) for State Projects requirements along with any periodic reporting deadlines. Goals are generated by NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has ensured that the <b>construction manager's fixed-markup percentage</b> has been submitted in a separate, sealed envelope, apart from their SOQs. Proposers have included their proposed CMAR fixed-markup percentage carried out to two (2) decimal points (e.g., 0.00%). The CMAR fixed-markup percentage will be included in the negotiated lump sum and unit-based bid prices to make up the Construction Agreed Price (CAP), provided the service contract's construction phase option is exercised.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly defined or referenced an <b>signature sheet</b> that has been included in the SOQ which will be included in the contract including the gift ban and debarment certification forms and contract execution sheets.



# CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

for State Funds Only  
(NCAIP, SCIF22, SCIF23 and TRDF)

## STEP 7: CONSTRUCTION MANAGER SELECTION

(N.C. Gen. Stat. § 143-128.1A; 143-129; 143-64.31)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has clearly outlined the evaluation and ranking processes in the RFQ.
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<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has verified that the submission of the Statements of Qualifications in strict compliance with the requirements and timeline contained in the Request for Qualifications.
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) has established an SOQ Review Committee consisting of at least one airport executive and two (2) technical review members to review and rank all proposers that submitted for the work.
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) has reviewed the RFQ responses and held interviews as necessary with the LOI short listed proposers. If interviews were conducted, all short listed proposers were offered the opportunity for an interview and the interviews were conducted in a consistent manor.
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport's (recipient's) SOQ Review Committee has ranked in order the proposer's SOQ's based on evaluation as included in the RFQ.
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**Please note that this next step is recommended at the time of solicitation in order to discourage any chance of potential changes to cost information once the proposals are submitted to the airport. The airport may elect to collect this information from submitters after the selection if this is their published process.**

<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has ensured that the construction manager's fixed-markup percentage was submitted in a separate, sealed envelope, apart from their SOQs. This information must not be utilized in the selection or ranking process. The sealed envelopes containing the proposer's fixed-markup percentage were not be opened until the rankings were publicly announced.
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<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has publicly ranked the proposers based on their SOQs that demonstrate competency and qualifications without consideration of the submitted proposer's fixed-markup percentage.
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<input type="checkbox"/>	<input type="checkbox"/>		<p>The airport (recipient) has opened and reviewed the proposed fixed-markup percentages from the proposers and has taken one of the following actions:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The most qualified CM proposer's proposed fixed-markup percentage is reasonable, and the airport proceeded with executing a professional services contract for the work.</li> <li><input checked="" type="checkbox"/> The most qualified CM proposer's proposed fixed-markup percentage was not reasonable and the airport exercised its right to negotiate an acceptable fixed-markup percentage prior to executing the professional services contract.</li> <li><input checked="" type="checkbox"/> The airport and the proposer could not successfully reach an agreement on a proposer's fixed-markup percentage and the airport terminated negotiations and begin negotiations with the next highest qualified proposer.</li> </ul>
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# **CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS** *for State Funds Only* (NCAIP, SCIF22, SCIF23 and TRDF)

## **STEP 7: CONSTRUCTION MANAGER SELECTION** (N.C. Gen. Stat. § 143-128.1A; 143-129; 143-64.31)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
			<input checked="" type="checkbox"/> This consecutive negotiation process continued in ranked order until a successful agreement was reached with a proposer. <input checked="" type="checkbox"/> The airport could not negotiate a successful contract with any of the proposers and the process was terminated.	
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) advised all proposers of their scores and the final determination of the best value for the CMAR project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has provided an opportunity for each proposer to hold a debriefing session for their SOQ.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has successfully negotiated a professional services contract for the CMAR construction manager.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) advised all Proposers of their scores and the final determination of the contract award for the CMAR project.



## CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

*for State Funds Only*  
(NCAIP, SCIF22, SCIF23 and TRDF)

### STEP 8: CMAR CONSTRUCTION MANAGER AGREEMENT EXECUTION

*(After Best Value Determination) (N.C. Gen. Stat. § 143-128.1; 143-129; 143-64.31)*

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>			The airport's (recipient's) governing board has approved the award of the CMAR construction manager agreement as recommended by the SOQ Evaluation Committee.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) verified the contents of the CMAR construction manager agreement and provided copies to the official document to the proposer for execution.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) received the signed CMAR construction manager agreement and verified that all documents and signatures are present.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) officially executed the CMAR construction manager agreement and distributed copies of the document to all involved parties including NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has obtained funding authorization for the construction manager and provided a copy to NCDOT-DOA when directed funds are not covering the full cost.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has issued the Notice To Proceed to the proposer/CMAR construction manager and provided a copy to NCDOT-DOA.



# CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

for State Funds Only  
(NCAIP, SCIF22, SCIF23 and TRDF)

## STEP 9: CMAR PROJECT ADMINISTRATION - FINAL DESIGN

(N.C. Gen. Stat. 143-128.1, 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

Once the construction manager has been acquired, they will be involved in the continued development and design of the project moving forward. See Steps 5-9 for CM Selection, Onboarding and Contract Execution. Once the CM is on board, the airport, designer and construction manager will work together to complete the design of the project and move to the Right of Way and Construction Phases of the project.

It should be noted that the airport remains engaged with the construction manager and designer throughout the design process until complete. The airport's role may vary depending upon the individual project, but in general they will help prioritize, order materials, and develop deliverables in a form that best fits construction.

<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has determined that no Modification of Standards (MOS) or special conditions exist that require special handling regarding the design of the project or any MOS have been obtained as required by FAA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has provided a copy of the approved proposed costs and schedule for the CMAR project to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>			The environmental documentation has been completed and copies have been provided to NCDOT-DOA. The FAA and/or NCDOT-DOA has accepted and/or has approved the environmental documentation and notified the airport.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has reviewed and approved the 90% design documents for the CMAR project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has reviewed and approved any "early-work" packages that are required for the CMAR contract.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has accepted the full design for the project and is ready to begin the preparation of the construction documents.
<input type="checkbox"/>	<input type="checkbox"/>			The airport (recipient) has completed the FAA Form 7460-1 Notice of Proposed Construction or Alteration (and the Construction Safety and Phasing Plan (SCPP) and CSPP checklists) and provided a copy of the approval to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has set minority participation goals for the CMAR project based on NCDOT-DOA recommended goals.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The airport (recipient) has determined when the design work is complete, the final invoice shall be reviewed by the airport, or designee and 100% of payment has been made. The final invoice refers to the last invoice from the consultant/designer when all services for the contract/purchase order have been completed. NCDOT-DOA has been provided a copy of the final invoice and payment if required with the AV-108 through EBS.



## CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

*for State Funds Only*  
(NCAIP, SCIF22, SCIF23 and TRDF)

### STEP 9: CMAR PROJECT ADMINISTRATION - FINAL DESIGN (N.C. Gen. Stat. 143-128.1, 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

☐ ☐ ☐

The airport (recipient) has authorized the next phase of work including Right-of-Way and/or construction, as appropriate.





# CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

for State Funds Only

(NCAIP, SCIF22, SCIF23 and TRDF)

## STEP 10: CONSTRUCTION AGREED PRICE (CAP) or GUARENTEED MAXIMUM PRICE (GMP) (N.C.Gen. Stat. § 143-128.1; 143-129; 143-64.31)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

At some point near or shortly after the completion of the project's final design, the airport (recipient) may execute a supplement to the construction manager's contract to include a Construction Agreed Price (CAP) or a Guaranteed Maximum Price (GMP) for the construction of the project. This document establishes the maximum price that the airport will pay the construction manager for construction of the entire project.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) and construction manager have developed a detailed breakdown of all costs and details for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The construction manager has submitted a complete CAP/GMP proposal for the airport's (recipient's) review. This proposal includes:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A detailed cost breakdown of all work and associated costs for performing that work,</li> <li><input type="checkbox"/> A detailed breakdown of all overhead and profit included in the CAP/GMP;</li> <li><input type="checkbox"/> A detailed breakdown of any allowances included in the CAP/GMP and how and when those may be utilized under the CAP/GMP;</li> <li><input type="checkbox"/> A detailed breakdown of any contingencies included in the CAP/GMP and how and when those may be utilized under the CAP/GMP;</li> <li><input type="checkbox"/> The details for terms and general conditions for the CAP/GMO;</li> <li><input type="checkbox"/> The details for dispute resolution including any procedures, arbitration and recourse, in accordance with N.C. Gen. Stat. 143-28 (f1) and,</li> <li><input type="checkbox"/> The details for any cost sharing of savings at the conclusion of the project.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) has reviewed the GMP proposal fully and accepts the terms presented or negotiates with the construction manager to ensure that they are receiving a fair and reasonable price.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The airport (recipient) and construction manager have executed the CAP/GMP contract and provided a copy to NCDOT-DOA. The construction manager is responsible for ensuring that the project is completed within the guaranteed maximum price, and any cost overruns are their responsibility. Depending upon the terms of the CAP/GMP agreement, both parties agree to when allowances and contingencies will be used and to any cost sharing for savings for the project. This incentivizes the construction manager to find ways to reduce the cost of the project without sacrificing quality, potentially increasing profitability for both parties.



**CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS**  
*for State Funds Only*  
 (NCAIP, SCIF22, SCIF23 and TRDF)

**STEP 11: CMAR PROJECT ADMINISTRATION - RIGHT OF WAY/  
 PROPERTY ACQUISITION (NCGS 143-128.1, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

*Note: Property acquisition phases (Right-of-Way) of the CMAR contracts often begin soon after the final design has been approved. These procedures are not specifically outlined in the NCGS. However, there are certain requirements that Airports (Recipients) and NCDOT must meet. As a result, these are recommendations on how the General Aviation (GA) Airport (Recipient) can approach the Property Acquisition portion of the project in alignment with FAA, the Federal Uniform Act, State*

☐ ☐ ☐ Right-of-Way/Property Acquisition is not a part of this CMAR contract and the Airport (Recipient)/CM can proceed to the Construction Phase of work.

**OR**

<input type="checkbox"/> <input type="checkbox"/>	Right-of-Way/Property Acquisition is a part of this CMAR Project and the Airport (Recipient)/CM will proceed with the necessary actions for acquisition of land during the Right-of-Way phase of the CMAR project as included below:  <i>An approved subconsultant to provide land acquisition services in accordance with the required rules necessary for ROW procurement under the Federal UNIFORM Act has been acquired to perform the work in accordance with the requirements included in the CMAR contract. The Airport (Recipient) has maintained this information for its records.</i>
<input type="checkbox"/>	<i>Exhibit A has been updated and a copy has been provided to NCDOT-DOA in accordance with the AV-100.</i>
<input type="checkbox"/>	<i>The Completed Environmental Due Diligence Audit (EDDA/Phase 1 EA) has been completed and a copy has been provide to NCDOT-DOA for review and confirmation of completion per the AV-100.</i>
<input checked="" type="checkbox"/>	<i>NEPA requirements have been met and verified (Written Record, CATEx, EA, Etc.) and copies have been provided to NCDOT-DOA for review and approval per the AV-100. NCDOT-DOA will issue a written approval for the NEPA document.</i>
<input type="checkbox"/>	<i>The ROW acquisition process has been completed and this information has been provided to NCDOT-DOA (for GA Airports) including (as required) but not limited to:</i> (1) property surveys and plats for acquisition (2) title searches completed with ownership and encumbrances confirmed (3) appraisals and review appraisals (4) completed relocation plans and notice of relocation eligibility provided (if applicable) (5) written offers of just compensation (6) negotiation documentation (7) purchase agreements , closing statements (8) closing statements (9) warranty deeds
<input checked="" type="checkbox"/>	<i>Appropriate appraisals were completed, including negotiation based on the appraised just compensation, and approval of final offer if higher than just compensation. These have been submitted for review and approval by the Recipient (Airport)/CM with required offers for acquisition of property.</i>

☐ ☐ ☐ The Airport (Recipient)/CM has determined that all offers have been accepted and that no condemnation of property is required for the CMAR contract.

**OR**



## CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS

for State Funds Only  
(NCAIP, SCIF22, SCIF23 and TRDF)

### STEP 11: CMAR PROJECT ADMINISTRATION - RIGHT OF WAY/ PROPERTY ACQUISITION (NCGS 143-128.1, 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>			<p>The Airport (Recipient)/CM has determined that administrative settlement offers and mediation were not successful and condemnation of property is required for the CMAR project. In accordance with the NCDOT Aviation ROW Manual and Form AV-100, page 2, the following requirements have been met:</p> <p><input checked="" type="checkbox"/> <i>The appropriate court filings have been recorded including the documentation of Administrative Settlement with written justification and explanation (above FMV, or Condemnation, or Court Award).</i></p> <p><input type="checkbox"/> <i>Allowances have been made in the construction schedule to accommodate time the frames for condemnation.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient)/CM has cleared the property for project use and updated the Exhibit A. Copies have been provided to NCDOT-DOA as included above.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient)/CM has considered utility relocations for the project and has accounted for the necessary costs and schedule times needed for project delivery.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient)/CM has considered and accounted for asbestos issues within the project.
<input type="checkbox"/>	<input type="checkbox"/>			All ROW has been acquired for the CMAR project in accordance with the Federal UNIFORM Act. All ROW claims have been settled and paid and the additional property has been recorded. The Final Property Acquisition Cost Breakdown-Budget Form has been approved and a copy has been provided to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>			Any Right of Way Certification necessary for work on NCDOT owned roadways including relocations, replacements, rehabilitations, upgrades and/or connections has been issued by the NCDOT Right of Way Unit and a copy has been submitted to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>			The Airport (Recipient) has provided a letter on letterhead that they have completed all Right of Way tasks per the UNIFORM Act and FAA requirements for Exhibit A inclusion for Commercial Service Airports. GA Airports have provided documentation in accordance with AV-100.
<input type="checkbox"/>	<input type="checkbox"/>			The Airport (Recipient)/CM has authorized the next phase of work, construction, as appropriate and provided a copy to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		For CMAR projects with a CAP/CMP, the Construction Manager has provided regular updates on the project's progress and any changes that may impact the cost. If the cost has been impacted, the Construction Manager has reconciled these differences in alignment with the language of the CAP/GMP agreement. When the Airport (Recipient) and the Construction Manager agreed on the change, the CAP/GMP contract was amended and construction continued. When they did not agree, the dispute resolution process included in the CAP/GMP contract was utilized. Copies of these changes have been provided to NCDOT-DOA.



**CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS**

*for State Funds Only*  
(NCAIP, SCIF22, SCIF23 and TRDF)

**STEP 11: CMAR PROJECT ADMINISTRATION - RIGHT OF WAY/  
PROPERTY ACQUISITION (NCGS 143-128.1, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		



**CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS**  
*for State Funds Only*  
 (NCAIP, SCIF22, SCIF23 and TRDF)

**STEP 12: CMAR PROJECT ADMINISTRATION - CONSTRUCTION**  
 (NCGS 143-128.1, 143-135.8 and 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

*Note: Construction phase of CMAR contracts often begins about 6 -12 months into the project. Work may start on portion not affected by Right of Way, NEPA and utilities, often called "Up-Front" or "Advance Construction" work. These procedures are not specifically outlined in the NCGS. As a result, these are recommendations on how the Airport (Recipient) can approach the Construction portion of the project in alignment with FAA, State, NCDOT and OSBM.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has confirmed that the awarded funding is sufficient to pay for the cost of construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has developed the appropriate construction minority goals for the project and provided those to NCDOT-DOA per the AV-100.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has developed the appropriate approved construction schedule for the project and provided a copy to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has an approved Notice of Proposed Construction or Alteration (FAA Form 7460-1) and included in Step 9 - CMAR Final Design.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport) CM has approved the Construction Plans and provided a copy to the NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) CM has submitted a plan for compliance with NCGS 143-128.2 for approval by the Recipient (Airport) prior to soliciting bids for the project's first-tier subcontractors.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) CM has prequalified and accepted bids from all first-tier subcontractors for all construction work as included in NCGS 143-129 utilizing the Recipient's (Airport) prequalification process. That process includes scoring values and minimum required score for prequalification on that project.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) CM has not performed any portion of the work unless 1) bidding produced no responsible, responsive bidder for that portion of the work, the lowest responsible, responsive bidder will not execute a contract for the bid portion of the work, or the subcontractor defaults and a prequalified replacement cannot be obtained in a timely manner, and 2) the public entity approves of the construction CM's performance of the work.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) CM and all first-tier subcontractors have made a good faith effort to comply with NCGS 143-128.2, 143-128.4, and to recruit and select small business entities (MBE/WBE Goals).
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) CM has provided a Construction Safety Phasing Plan (CSPP) that has been approved by FAA and provided a copy to the NCDOT-DOA.



**CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS**  
*for State Funds Only*  
 (NCAIP, SCIF22, SCIF23 and TRDF)

**STEP 12: CMAR PROJECT ADMINISTRATION - CONSTRUCTION**  
 (NCGS 143-128.1, 143-135.8 and 143 Article 3D)

Required By NCGS, NCDOT,

Recommended By

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has held a Pre-Construction Meetings with Subcontractors and provided documented minutes and attendance.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM has held interim progress meetings (weekly, bi-weekly or monthly) as needed and provided documented minutes and attendance.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport)/CM has documented any failed test results and the disposition of those materials (price reductions and/or material removal and replacement) as required.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport)/CM has negotiated and approved the necessary change orders under the CMAR contract and confirmed available funds and provided documentation to NCDOT-DOA. If the change order is changing the scope of minority goals the Airport (Recipient) has followed procedures included in the NCDOT-DOA "DBE/WBE/MBE Guidance" document located on the NCDOT Connect site.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) has documented and resolved all minority subcontract issues in a satisfactory manner following procedures included in the NCDOT-DOA "DBE/WBE/MBE Guidance" document located on the NCDOT Connect site.
<input type="checkbox"/>	<input type="checkbox"/>			If applicable, the Recipient (Airport)/CM has submitted the Minority Payment Shortfall form (NCDOT Form AV-514) for Minority Payments in accordance with procedures included in the NCDOT-DOA "DBE/WBE/MBE Guidance" document located on the NCDOT Connect site.
<input type="checkbox"/>	<input type="checkbox"/>			The Recipient (Airport) has documented the replacement of all Minority Contractor/Consultant firms in accordance with procedures included in the NCDOT-DOA "DBE/WBE/MBE Guidance" document located on the NCDOT Connect site.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		For CMAR projects with a CAP/CMP, the Construction Manager has provided regular updates on the project's progress and any changes that may impact the cost. If the cost has been impacted, the Construction Manager has reconciled these differences in alignment with the language of the CAP/GMP agreement. When the Airport (Recipient) and the Construction Manager agreed on the change, the CAP/GMP contract was amended and construction continued. When they did not agree, the dispute resolution process included in the CAP/GMP contract was utilized. Copies of these changes were provided to NCDOT-DOA.



**CONSTRUCTION MANAGEMENT AT RISK DELIVERY PROCESS**  
*for State Funds Only*  
 (NCAIP, SCIF22, SCIF23 and TRDF)

**STEP 13: CMAR PROJECT ADMINISTRATION - PROJECT ACCEPTANCE/  
 CLOSEOUT (NCGS 143-128.1, 143 Article 3D)**

*Required By NCGS, NCDOT,*

*Recommended By*

STATUS			APPLIES	CMAR PROCESS DESCRIPTION
YES	NO	N/A		

*Note: The Project Acceptance/Closeout phase begins once all work has been completed on the CMAR contract, including materials certifications and testing, inspection reports, local authority inspections and approvals, Certificates of Occupancy are obtained, final plans and as-constructed plans are complete along with any other requirements in the CMAR contract. These procedures are not specifically outlined in the NCGS. As a result, these are recommendations on how the Airport (Recipient) can approach the Project Acceptance/Closeout portion of the project in alignment with FAA, State, NCDOT and OSBM requirements.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient) has completed all work associated with the CMAR project including any defined acceptance criteria in the contract.
<input type="checkbox"/>	<input type="checkbox"/>			The Airport (Recipient) has accepted the work via a final inspection report and letter of acceptance (and any acceptance documents) and provided copies to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient) has confirmed that payments to the Designer and Construction Manager have not exceeded contractually obligated and approved amounts including the Construction CAP or GMP.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient) has completed all Right of Way acquisitions and documentation for the CMAR project and provided copies to NCDOT-DOA.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Recipient (Airport)/CM provided documentation that the construction minority goals have been met for the project to NCDOT-DOA per the AV-100.
<input type="checkbox"/>	<input type="checkbox"/>			The Airport (Recipient) has certified the materials used in the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient) has completed "as-constructed plans" and all documentation of work for the CMAR project and provided a copy to NCDOT-DOA per the AV-108. The Airport (Recipient) has also provided electronic (CADD) "as-constructed" plan files for pavement expansions for GA Airports to NCDOT-DOA per the AV-108.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		The Airport (Recipient) has completed any required FAA forms which may include the FAA-7460 (Notice of Proposed Construction or Alteration), Airspace (Permanent change or Temporary Construction Change), SMS (Safety Management System) and included in Step 9 - CMAR Final Design.
<input type="checkbox"/>	<input type="checkbox"/>			The Airport (Recipient) has made the final contract payment to the contractor/consultant for the completed work. Required documentation has been provided to NCDOT-DOA for TRD funds per the NCDOT AV-108, section 11 and other funds per the NCDOT AV-103 form, section 4.