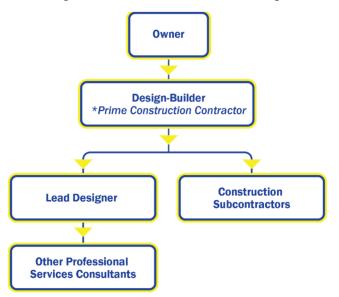
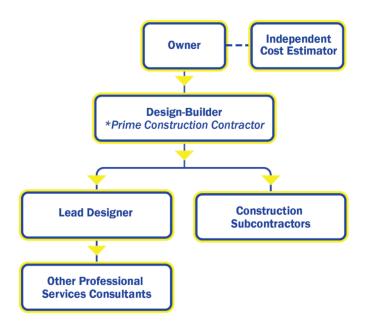


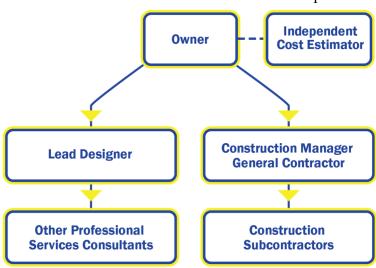
## Design-Build Contractual Relationship



## PDB Contractual Relationship



## CMGC Contractual Relationship



	Design-Build (DB)	Progressive DB	CMGC
Agreement Structure	<ul> <li>Combines design and construction services under a single agreement.</li> <li>Traditionally a lump sum, fixed price agreement.</li> </ul>	<ul> <li>Combines design and construction services under a single agreement.</li> <li>Following development of design to an appropriate amount to allow fixed pricing, the PDB team will develop a GMP. Upon agreement of a GMP with the Department, the PDB team will complete the design and perform the Construction Work.</li> </ul>	<ul> <li>The Department contracts with a designer.</li> <li>The Department contracts a CMGC Contractor to act as an advisor prior to construction.</li> <li>Upon agreement of a GMP with the Department, the CMGC Contractor performs the Construction Work.</li> </ul>
Department Control and Risk	<ul> <li>The Department retains control of NEPA and portions of preliminary design with greater emphasis on use of performance specifications.</li> <li>Risk allocation occurs at the early stages of design when the bid is submitted which may impact ability to facilitate risk management and cost control.</li> </ul>	<ul> <li>The Department maintains input on scope, design requirements, and construction requirements throughout the process.</li> <li>Collaborative risk management and early contractor engagement prior to construction allows for identification and mitigation of risks prior to pricing.</li> </ul>	<ul> <li>The Department retains control over scope, design requirements, and construction requirements.</li> <li>Collaborative risk management and early contractor engagement prior to construction allows for identification and mitigation of risks prior to pricing.</li> </ul>
Levelof Plan Development at Bid/Proposal	Preliminary design can vary to facilitate competitive bids and manage contingency in bid prices, but 30% development is typical.	<ul> <li>Conceptual plans provided to the Progressive design-build team during procurement. Amount of design should not preclude PDB team refinements.</li> <li>Design should be advanced to a point that allows the PDB team to develop a GMP considerate of project risks and risk allocation as established in the risk register (typically 60-90%).</li> <li>Various off-ramps may be utilized at pricing milestones and during GMP negotiations which allow the ability to terminate the PDB agreement.</li> </ul>	<ul> <li>Conceptual plans provided to the CMGC Contractor during procurement. Amount of design should not preclude CMGC Contractor refinements.</li> <li>The GMP is established, and construction is authorized based on plans and specifications that are approximately 90% complete.</li> <li>Various off-ramps may be utilized at pricing milestones and during GMP negotiations which allow the ability to terminate the CMGC Agreement.</li> </ul>
Selection Methodology	<ul> <li>DBLB selection based on one-step low bid procurement</li> <li>DBBV made using two-step best value procurement</li> <li>ATCs may be used during procurement.</li> </ul>	Selection of the PDB team is made using qualifications-based selection.	Selection of the CMGC Contractor is made using qualifications-based selection.
Typical Project Characteristics	<ul> <li>Projects with multiple design solutions that could benefit from innovative solutions through proposer ATC's during the procurement</li> </ul>	<ul> <li>Fast track schedules</li> <li>High level of third party coordination</li> <li>Projects needing a dynamic design and decision making environment</li> </ul>	<ul> <li>Rehabilitation of existing infrastructure where exact scope of repair is unknown</li> <li>Projects needing major railroad coordination</li> <li>Major bridge projects</li> </ul>