

THE CITY OF NORMAN



NORMAN FORWARD
INDOOR AQUATIC AND MULTI-SPORT FACILITY
Request for Qualifications (RFQ) for
CONSTRUCTION MANAGER AT RISK (CMaR) SERVICES
RFQ No. 2021-40



City of Norman, Parks and Recreation Department
PO Box 370, Norman, OK, 73070

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**PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS (RFQ) No. 2021-40**

The PARKS AND RECREATION DEPARTMENT of the City Norman, Oklahoma is soliciting proposals for CONSTRUCTION MANAGEMENT AT RISK (CMaR).

These services will be for the construction of an indoor aquatic and multi-sport facility located at University North Park in Norman, Oklahoma. Other opportunities for programming and/or construction may be considered by the City.

Any correspondence, questions or requests for copies of the Request for Proposal should be directed to Jason Olsen, Recreation Superintendent, P.O. Box 370, Norman, OK 73070; Phone: (405) 366-5480; Email: Jason.Olsen@NormanOK.gov.

Proposals will be received in the office of Parks and Recreation Department (201 West Gray, Bldg. C, P.O. Box 370, Norman, OK 73070) until 3 P.M. on **January 8, 2021**.

The City of Norman reserves the right to reject any/all proposals

City of Norman
Norman FORWARD
INDOOR AQUATICS AND MULTI-SPORT FACILITY
CONSTRUCTION MANAGER AT RISK Request for Qualifications (RFQ)
RFQ No. 2021-40

1. INTRODUCTION

The City of Norman (Owner) is seeking a Construction Manager at Risk (CMaR) to provide construction services for the construction of the indoor aquatic and multi-sport facility at land currently approved for purchase from University North Park.

These services will be coordinated with the selected architectural and engineering (A/E) firm. Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018.

2. BACKGROUND

On October 13, 2015, Norman citizens passed the NORMAN FORWARD Initiative which funded various projects through a one-half percent (½%) sales tax increment to be collected over 15 years. Two of the projects included in the NORMAN FORWARD Initiative were the Indoor Aquatic Center and the Indoor Multi-Sport Facility. In June 2016, the Norman FORWARD Implementation Plan was developed to help guide the execution of the various projects included in the program. Total project cost for the Indoor Aquatic Center and the Indoor Multi-Sport Facility was identified in this Implementation Plan currently as \$22.5-million from the City of Norman, \$4-million from a private donation, \$2.7-million from UNP TIF funds, and an estimated \$5-million in contributions coming from Norman Regional Health System (NRHS) for a health and wellness clinic. The total estimated budget for this project is \$34.2-million.

While the original Implementation Plan framed the Indoor Aquatic Facility and the Indoor Multi-Sport Facility as potentially stand-alone projects, various aspects of the projects have caused the City of Norman to reconsider these facilities as being, at a minimum, co-located, if not one, larger facility. Based on this approach, the City of Norman intends to enter into agreement with a single Operator for both facilities. It is the hope of the City of Norman that this arrangement will provide for operational efficiency as well as various potential revenue streams to support continued operations.

In March of 2018, the City of Norman released a Request for Qualifications (RFQ) to several properly licensed and qualified Architecture/Engineering (AE) firms related to the planning, programming, and design of the subject facilities. A total of 16 separate teams responded to the RFQ and six (6) teams from this larger list were subsequently invited for a formal interview. The team led by Oklahoma City—based Frankfurt Short Bruza (FSB) was determined to be the most creative and best fit for the subject project. The FSB team also includes Barker Rinker Seacat Architecture (BRS) of Denver, Colorado and various other design professionals with experience in planning and designing facilities similar in nature to the subject facilities.

In May of 2019, ADG, PC (ADG), the Norman FORWARD Program Manager, assisted the City of Norman

with a comparative analysis of sites which were currently being considered by the City of Norman for the subject facilities. This analysis reiterated the recommendations of a 2013 study which identified the focus of creating a facility which would speak to the need to not only serve the residents of Norman, but also create a “state-of-the-art” facility with the hopes of attracting youth sports competitions from as far away as a four-hour drive shed. The ADG site analysis identified a site at University North Park as being the best location for the facilities within the context of the previous recommendations. Based on this recommendation, and subsequent support by Norman City Council, City of Norman Staff have been moving through negotiations with the current landowner. City Council voted to approve the land acquisition December 1, 2020 and City staff have indicated the acquisition will be completed in the very near future.

3. SELECTION SCHEDULE

December 11, 2020	RFQ document available from Owner
January 5, 2021	Pre-proposal meeting (optional)
January 8, 2021	Proposals received by Owner no later than 3 p.m.
January 11, 2021	Anticipated notification of firms for interviews
January 13, 2021	Anticipated date of interviews
January 15, 2021	Anticipated notice to negotiate contract

4. PROJECT DELIVERY SYSTEM

The delivery system for this Project is Construction Management at Risk. This is a project delivery method based on an agreement whereby the City acquires from a construction entity a series of services that can include, but are not necessarily limited to: design review, scheduling, cost control, value engineering, constructability evaluation, preparation and coordination of bid packages, and construction administration. The construction entity, after providing these services during the pre-construction period, takes on the financial obligation to carry out construction under a specific cost agreement. The Construction Manager is a person, certified by the Construction Management Association of America as a Certified Construction Manager, who acts as an agent of the City for the construction project; who coordinates and manages the construction process; who is a member of the construction team with the City, design profession and other consultants that may be required for the project; and who utilizes skill and knowledge of general contracting to assist in the development of schedules, preparation of project construction estimates, study of labor conditions and provides advice concerning construction, safety and other issues related to the Project that may surface. Issues may include, but are not limited to, monitoring progress, payments, changes and other factors affecting cost or as may otherwise be specified herein.

5. PROJECT BUDGET

The current conceptual total project estimates are \$22.5-million for the Indoor Aquatic and Multi-Sport Facility, not including the \$4-million in private donations, \$2.7-million from the UNP TIF fund, and an estimated \$5-million from NRHS for the health and wellness clinic. The Owner, A/E firm, Operator, and the CMaR (collectively the Project Team) will work collaboratively to establish the Project Budget. Delivering the completed project, within the Project Budget and timeframe, once established, is of high priority.

6. PRELIMINARY PROJECT SCHEDULE

The CMaR will be required to develop a Preliminary Project Schedule within three (3) weeks of contract award.

Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Contract Time is \$500 per day. For each working day that exceeds the Contract Time, \$500 per day will be deducted from the monies due the Contractor.

7. CMAR SCOPE OF WORK

The following summary is intended to provide a general understanding of the Owner's expectations and is not all inclusive.

7.1. PRECONSTRUCTION PHASE SERVICES AND ACTIVITIES

The Preconstruction Services of the CMaR will begin with preparing cost estimates of the contract documents prepared by the A/E firm and counsel and establishment of the GMP. The CMaR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The preconstruction phase will extend from the point of CMaR's engagement through execution of the GMP amendment.

More specifically, the CMaR shall provide at least the following preconstruction services and activities:

- a. **Project Meetings:** Attend and participate in Project meetings approximately weekly. Meeting minutes will be provided by the A/E firm.
- b. **Cost Estimating:** Provide ongoing cost estimating support to the Project Team throughout the design process.
 1. Prepare and refine cost estimates periodically throughout the design process and make recommendations for revisions necessary to keep each component of the Project in budget.
 2. Prepare formal cost estimates at the time of 75 percent construction documents (CD) and 100 percent CD for each component of the Project. Estimates must note assumptions made to prepare the estimate, including clear definition of qualifications, allowances, contingency, and escalation factors.
 3. CMaR is to notify the A/E firm and the Owner of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work and find resolution to keep the project in budget.
 4. Work collaboratively with the Owner and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.
- c. **Construction Planning, Scheduling, and Long Lead Analysis:** CMaR to work with the Owner and the A/E firm to develop a schedule for design activities to facilitate the Owner's schedule. A description of anticipated tasks is as follows:

1. The CMaR will further develop the Project master schedule including integration of A/E firm's design activities, municipal/governmental approvals, preconstruction activities, procurement, construction activities, work performed by other parties, including the Owner's FF&E activities, and construction activities such as staging, delivery of materials, etc.
 2. Further evaluate all systems, components, and materials for constructability, economy, long-term performance for intended use and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
 3. The CMaR will identify long lead items requiring early bid packages and recommend issue dates to meet the required Project Schedule.
 4. The CMaR will make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMaR, its subcontractors, and material suppliers.
- d. Cash Flow Planning: Provide construction cost cash flow projections.
- e. Value Engineering/Constructability/Cost Review: Provide ongoing value engineering and constructability reviews, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package prior to finalizing the GMP amendment.
- f. Municipal Processes and Community Communications: Provide ongoing presence and support to the Project Team for processes such as planning/permitting reviews, etc., and communication and outreach efforts for our community groups. The CMaR will attend public meetings and hearings concerning the development and schedule of the Project as scheduled and requested.
- g. Guaranteed Maximum Price (GMP): Provide a proposed GMP at such time as the Owner, A/E firm, and CMaR determine that the drawings and specifications are sufficiently complete (likely after CDs are complete). The GMP proposal will include, among other things required within the City of Norman CMaR 121CM Contract and A201 General Conditions, as modified, pricing of alternates as defined by the A/E firm. In addition, the GMP proposal will include:
1. List of allowances
 2. List of contingencies, including the CMaR's/Owner, proposed contingency if any
 3. List of the assumptions and clarifications made by the CMaR in the preparation of the GMP proposal, as approved by the Owner and Consultant.
 4. Line Item Summary of all major bid items and other components comprising the GMP. Final GMP occurs after all bid packages have been bid.
 5. Agreement between the City and the CMaR of the GMP will be evidenced by a contract amendment signed by the Parties.
- h. Cost Allocation: Provide cost allocation for the various Project components as required by the Owner.

After the GMP amendment is approved by the Owner, the CMaR may proceed with the following:

7.2. CONSTRUCTION PHASE SERVICES AND ACTIVITIES

The selected CMaR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a Project of this scope and scale or as otherwise required in the Project contract documents:

- a. **Weekly Meetings:** Conduct weekly job site meetings that include appropriate subcontractors and Prime Contractors, Owner representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. The CMaR will prepare a written agenda in advance of each meeting. CMaR to maintain a list of action items with identification of responsible party and due dates for each item. The CMaR will distribute written meeting minutes and action item lists within 48 hours of each meeting.
- b. **Monthly Progress Billings and Status Report:** Prepare a monthly report with each progress billing that details a project work status report, buy-out status, pending issues, contingency status, schedule status and project progress commentary with applicable job-site photos.
- c. **Procurement:** The CMaR will manage the bidding process, evaluate proposals, and interview contractors (along with the A/E firm and the Owner). The Project Team will utilize, by mutual agreement, the following method for awarding fixed-sum contracts to contractors for portions of the work: competitive bid in compliance with the Oklahoma Competitive Bidding Act. For those contracts to be awarded on a competitive bid basis, CMaR shall solicit a minimum of three (3) competitive, publicly advertised bids for each trade category unless otherwise authorized by the Owner.
- d. The CMaR will provide a written award recommendation for the Owner's approval before executing subcontracts.
 1. **Contractor Selection Strategy/Bidders List:** Project Team strategy for selecting contractors/providers for all work reflected in Project documents is lowest responsible and most advantageous to Owner. Unless authorized by the Owner, the CMaR shall solicit a minimum of three (3) subcontractor bids for each trade.
 2. **Self-Performed Work Proposals:** For work that the CMaR proposes to self-perform, the CMaR is required to announce at pre-bid meetings that they intend to bid on specific bid packages. The CMaR will be required to submit its qualifications for the self-performed work. If the Owner is satisfied with CMaR's qualifications, CMaR will submit a sealed bid to the Owner and secure competitive bids from a minimum of three (3) other qualified subcontractors. The Owner will participate in opening and evaluating bids.
- e. **Cost Management:** Provide on-going cost management throughout the completion of the construction documents and the construction process:
 1. Provide construction contingency and Project Budget updates at 100 percent complete CDs. During subcontractor buyout, the CMaR will track and log bid savings and bid losses on a construction contingency log. The CMaR will review the log with the Owners no less than biweekly. Trade contracts and the CMaR's records of line item contingencies will be open book and shall upon request be shared with the Owner throughout the project.
 2. The CMaR will inform the Owner of pending cost issues and potential change orders within five (5) business days of identifying potential issues. The CMaR will implement and

maintain a current log of pending cost issues impacting the final cost of the Project and review the log no less than biweekly with the Owner. The CMaR will implement effective cost management control and potential alternatives to provide the Owner with the opportunity to make such decisions as required to keep the Project cost within the budget.

3. Provide drawdown and cash flow projections for the project during construction and update as necessary. The CMaR should anticipate multiple bid packages. The CMaR will develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and to minimize construction duration while allowing the bid packages to be completed efficiently. Multiple bid packages shall not be utilized for the purpose of avoiding any requirement to comply with the Oklahoma Competitive Bidding Act.
- f. Final Pre-Bid Review: Complete a final quality/coordination/constructability review of the Construction Documents prior to issuing plans and specifications to bidders.
 - g. Schedule Management: Provide ongoing schedule management throughout the construction process.
 1. The CMaR will prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, and construction activities. The CMaR will provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
 2. The CMaR will determine the adequacy of the contractors' personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.
 3. Prepare a three-week look-ahead schedule on a weekly basis to coordinate construction activities and to facilitate interface between the Owner's separate contractors and suppliers, if any, and CMaR-managed construction activities.
 - h. Quality Control: Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
 - a. All testing and independent inspection services required will be secured and paid for the Owner. The CMaR will cooperate and coordinate with testing and inspection service agencies. The CMaR will be responsible for the cost of additional testing due to failed tests.
 - b. The CMaR will develop an initial punch list for contractors in consultation with the Owner and its representative prior to a formal punch list issued by the A/E firm. The CMaR will ensure completion of initial punch list prior to the A/E firm's punch list walkthrough.
 - c. Work cooperatively with the Project Team and Owner to develop and implement an effective commissioning plan.
 - d. The CMaR will complete a review of each bid package to ensure quality, coordination, and constructability prior to issuing bid documents to subcontractors.

- i. Safety Plan: The CMaR will implement a formal Project safety plan.
- j. As-Built Records: Maintain a record of as-built conditions throughout construction which includes all field revisions. Submit as-built documents, operating and maintenance manuals and warranties to the Owner.
- k. Project Closeout: Provide timely submission of operation/maintenance manuals, completed punch lists, warranties, coordination of training, submission of as-built field documents, and financial close out of the project. The CMaR will actively support and participate in commissioning activities and provide on-site operational training for all major building systems and videotape training sessions with the Owner.

8. OWNER/CMAR

The Owner intends to enter into the City of Norman CMaR 121CM Contract and A201 General Conditions, Standard Form of Agreement between Owner and Construction Manager as Constructor, as modified, with the successful firm. The City of Norman General Conditions and General Provisions, as amended with added supplementary conditions, will also govern the parties and both documents will form the basis of the Agreement between the Owner and CMaR (hereinafter Owner/CMaR Agreement).

This RFQ will be superseded by the Owner/CMaR Agreement and its related contract documents.

Contract Provisions: The following is an abbreviated summary of a portion of the Owner's proposed contract provisions. The following list is not intended to be exhaustive. The Owner reserves the right to modify the proposed provisions listed below.

- a. Construction contingency use will require approval by the Owner.
- b. Once the GMP amendment is executed, the CMaR's fee and reimbursement for personnel shall not change unless the cumulative additive total of all change orders, both positive and negative, results in an increase of more than five (5) percent of the original GMP.
 1. The Owner will withhold five (5) percent from each of the CMaR's applications for payment as retainage on CMaR's Fee and General Conditions.
- c. The CMaR will coordinate and integrate its work on the Project with the work of the Owner's separate contractors and consultants. The CMaR will ensure that its work on the project supports and otherwise accommodates the work being performed by others on the project, including installation and placement of all FF&E.
- d. The CMaR will comply with the Owner's detailed insurance requirements, which will be set forth in the Owner/CMaR Agreement.

Final terms of the Owner/CMaR Agreement will be negotiated during the contract negotiation phase. The Owner reserves the right to negotiate and change any provision contained herein.

9. SUBMITTAL REQUIREMENTS

Submit eight (8) paper copies and one (1) electronic PDF version of the proposal. The submittal must contain the following information:

9.1. COVER LETTER

Provide name and address of the firm(s) and Project contact person with address, telephone number, and email address. Indicate your acceptance of the requirements of this RFQ and acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for the project and to meet the requirements of the proposed schedule. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm. The cover letter must be signed by a fully authorized official of the firm.

9.2. PROJECT TEAM

1. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the Project. Specifically identify project executive, project manager, and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
2. Provide resumes or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
3. List other assignments your project manager will be handling during the period of assignment to the Project.
4. For the project manager, superintendent, and other key staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (contact person and telephone number).

9.3. PROJECT APPROACH AND MANAGEMENT CAPABILITIES

Provide a description of your project approach and management capabilities as it relates to the following areas:

1. Working Relationships: Commitment to building positive team working relationships.
2. Preconstruction Services: Describe your firm's approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to the Owner's acceptance of the GMP.
3. Cost Management: Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your firm's creativity in value analysis/engineering and constructability reviews.

4. Building Information Modeling (BIM): Describe the extent your firm anticipates utilizing BIM.
5. Change Management: Describe your change management process and reporting during construction.
6. Project Schedule: Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction.
7. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
8. Safety: Provide your firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
9. Quality Control: Provide your firm's approach to quality control.

9.4. RELEVANT PROJECT EXPERIENCE

Describe at least three (3) projects of similar size constructed within the past ten (10) years. Successful projects in the local market area are preferred. Provide information on each project to allow the Selection Committee to adequately evaluate project performance.

Indicate for each project the following minimum information:

1. Name of project, location, and construction date.
2. Name of project manager and superintendent responsible for project.
3. Construction cost
4. Type of service and contractual relationship (general contractor, CMaR, etc.). Identify point in the design and/or construction process a construction contract was executed.
5. Preconstruction services provided.
6. Indicate the extent of commissioning, if any.

Client and architect contact information. Include phone number and email address.

9.5. STATEMENT OF FINANCIAL STRENGTH/STABILITY AND COVERAGE

Provide the following information about your firm:

1. Name and contact of your firm's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in Oklahoma indicating the firm's ability to obtain a performance and statutory and maintenance bond in the amount of not less than 100 percent (100%) of the GMP. Such bonds will be required from the selected CMaR upon receipt by the selected CMaR of a Notice to Proceed with construction.
2. Name of firm's insurance carriers and a description of insurance coverage.
3. Provide a copy of your firm's General Liability Loss Runs for the past five years showing total

claim values (paid & reserves) for all open and closed claims.

4. Name and contact information for firm's primary financial institution and CPA.
5. Audited or Reviewed Financial Statements for the last three years.

9.6. SPECIAL RESOURCES

A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project. Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm and state how these activities serve your clients.

9.7. ACKNOWLEDGEMENT AND CERTIFICATION STATEMENTS

1. Certify that your Response to RFQ will remain in effect for 90 days.
2. Certify that all representations stated in the Response to RFQ are true and accurate.
3. Acknowledge that all materials submitted in the Response to RFQ will become property of Owner.
4. Acknowledge that all costs associated with preparation of the Response to RFQ will be the responsibility of the proposing CMAA.
5. Litigation for the past five (5) years and any current litigation including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the performance of the project.

10. QUESTIONS AND ADDENDA

Questions regarding this RFQ shall be submitted in writing to Jason Olsen, Recreation Superintendent, via email at Jason.Olsen@NormanOK.gov no later than five (5) calendar days prior to the date of receipt of proposals indicated in Section 3 of this RFQ.

Responses to questions will be issued via email to all firms. If deemed necessary, addenda to the RFQ will be issued by the A/E firm.

11. REVIEW OF PROPOSALS AND SELECTION OF FINALISTS FOR INTERVIEWS

To be considered for the short list selection, the firm must demonstrate the ability to provide a performance and statutory and defect bond in the amount of the GMP as described in Section 7.1.g., if required.

The Selection Committee shall invite at least two (2), but no more than four (4), CMaR firms deemed most qualified for interviews. Short-listed firms will be interviewed on the dates indicated in Section 3 of this RFQ.

The Owner reserves the right to reject any or all proposals and issue subsequent Requests for Qualifications and negotiate any and all provision contained herein.

12. INTERVIEWS

The interview will consist of up to a 30- minute presentation by the Offeror, a 20-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

13. SELECTION CRITERIA

The Selection Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

Experience of Project Team on similar projects	50 points
Technical approach, including proposed project timeline	30 points
References	15 points
Compliance with RFQ criteria	5 points
Total Points Possible	100 points

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected, the Owner will commence negotiations of a fee for services with the highest-ranking firm.

If an agreement for services cannot be reached with the highest ranked firm, the Owner will move to the second ranked firm or take such action as the owner deems appropriate. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected firm. The Owner reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

14. STANDARD PROPOSAL INFORMATION

1. Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFQ must sign all proposals.

2. Owner Not Responsible for Preparation Costs

The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest

The Offeror must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Discrimination

The Offeror must not engage in discrimination in employment on the basis of race, color, national origin, sex, religion, creed, age, disability or genetic information. Consistent with 25 Okla. Stat. §1604, it shall be grounds for termination of this contract should the Offeror have been found by the Attorney General to have engaged in a discriminatory practice in the course of performing under a contract with the state, or any governmental entity.

5. Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- a. The laws of the state of Oklahoma.
- b. All applicable local, state, and federal laws, codes, and regulations.
- c. All terms, conditions, and requirements set forth in this RFQ.
- d. All representations, warranties, and other information set forth in the proposal is truthful and accurate after a diligent investigation by the Offeror, and the Owner and A/E may rely on information contained within Offeror's proposal.
- e. A condition that the proposal submitted was independently arrived at, without collusion.
- f. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

6. Amendments to Proposals and Withdrawals of Proposals

The Offeror may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

7. Rights of Rejection

The owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Owner may reject any proposal that is not

responsive to all of the material and substantial terms, conditions, and performance requirements of the RFQ. The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines it to be in its best interest.

The Owner may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of form or format
- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFQ
- Are insignificant, negligible, or immaterial in nature
- Do not reflect a material change in the work
- Do not constitute a substantial reservation against a requirement or provision

8. Execution Clause

Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by Owner, a contract embodying the terms set forth in the bidding documents shall be executed by Owner and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.

ADDENDUM NO. 1: SUPPLEMENTAL DOCUMENTS

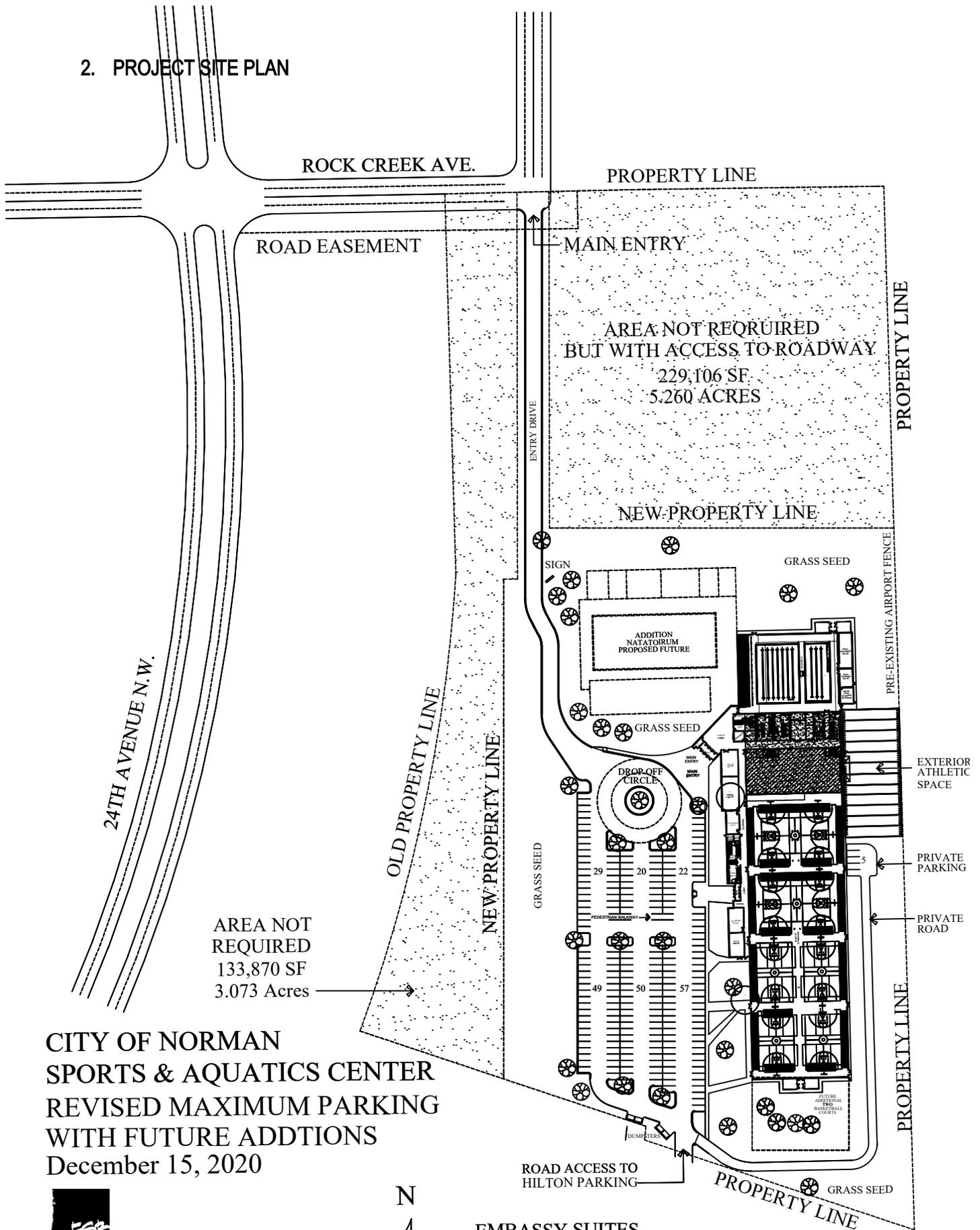
**Project Schedule
Project Site Plan
Project Floor Plan
Exterior and Interior Renderings**

1. ESTIMATED PROJECT SCHEDULE

FSB has compiled an estimated project schedule based on the beginning of the Schematic Design phase. This schedule is shown below:

Schematic Design	Starting mid-January, through February 24, 2021 (40 days duration)
Final Plans and Specifications	February 25, 2021 – June 25, 2021 (120 days duration)
Bidding	June 26, 2021 – August 5, 2021 (40 days duration)
Construction	August 6, 2021 – October 30, 2022 (450 days duration)

2. PROJECT SITE PLAN



CITY OF NORMAN
 SPORTS & AQUATICS CENTER
 REVISED MAXIMUM PARKING
 WITH FUTURE ADDITIONS
 December 15, 2020

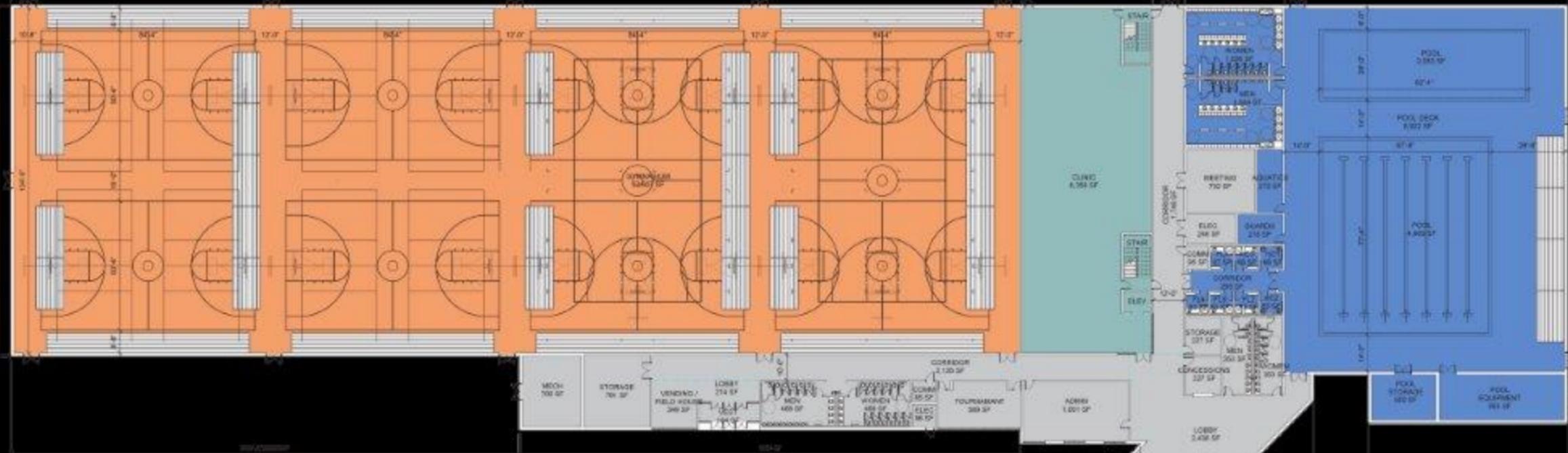


TOTAL LAND USE
 20.239 ACRES TOTAL.
 11.906 Acres Used.
 8.332 Acres Not Used.



EMBASSY SUITES
 BY HILTON

PARKING = 236



3. PROJECT FLOOR PLAN

DEPARTMENT LEGEND

- CIRCULATION + SUPPORT
- CLINIC
- GYMNASIUM COURT
- NATATORIUM

- GYMNASIUM COURT = 23,857 SF
- NATATORIUM = 24,296 SF
- CLINIC (GROUND FLOOR) = 7,986 SF
- CLINIC (SECOND FLOOR) = 7,986 SF
- CIRCULATION + SUPPORT = 143,117 SF
- 1ST FLOOR = 263,434 SF

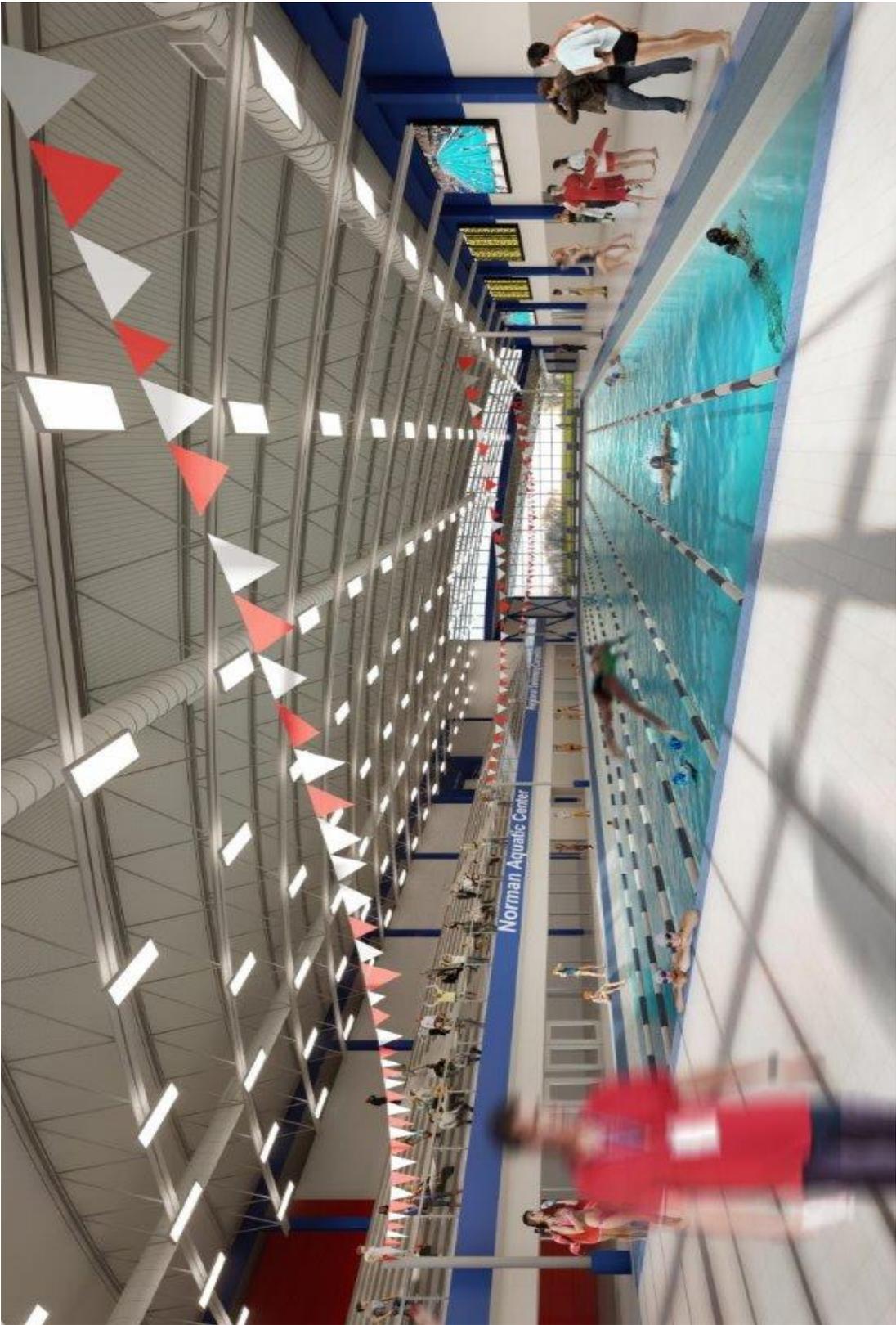


4. EXTERIOR AND INTERIOR RENDERINGS

Exterior Rendering No. 1



Interior Rendering No. 1: Aquatics



Interior Rendering No. 2: Multi-Sport



ADDENDUM NO. 2: REVISED INTERVIEW SCHEDULE

1. REVISED INTERVIEW SCHEDULE

The CMAR Selection Schedule has been modified from what is listed in Section 3 of this RFQ to what is shown below:

December 11, 2020	RFQ document available from Owner
January 5, 2021	Pre-proposal meeting (optional)
January 8, 2021	Proposals received by Owner no later than 3 p.m.
January 15, 2021	Anticipated notification of firms for interviews
January 22, 2021	Anticipated date of interviews
January 29, 2021	Anticipated notice to negotiate contract