



**CITY OF NORMAN
NORMAN MUNICIPAL AUTHORITY
CLEVELAND COUNTY, OKLAHOMA**

**REQUEST FOR
QUALIFICATIONS
R.F.Q. No. 2122-11**

**FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**FOR
SUMMIT LAKES DAM REPAIR**

**City of Norman
201 West Gray, Building C, 73069
Post Office Box 370
Norman, Oklahoma 73070**

A handwritten signature in blue ink, appearing to read "S. O'Leary", is written over a horizontal line.

Shawn O'Leary, P.E.
Public Works Director

6/30/2021
Date

PUBLIC NOTICE: Request for Qualifications (R.F.Q.) No. 2122-11

The City Norman and Norman Municipal Authority, Cleveland County, Oklahoma is soliciting proposals for CONSTRUCTION MANAGEMENT AT RISK (CMaR) to provide services for the Summit Lakes Dam Repair Project.

These services will be for the construction of a project for repair to the Summit Lakes Dam located within the Summit Lakes Development at 24th Avenue SE and Alameda Street 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 Qualifications should be directed to:

Carrie Evenson, Ph.D., P.E., CFM, Stormwater Program Manager by phone at (405)366-5455 or by email at carrie.evenson@normanok.gov.

Proposals will be received in the Public Works Department, Stormwater Division, by 4:00 P.M. July 29, 2021, 668 East Lindsey Street (73069), P.O. Box 370, Norman, Oklahoma 73070.

There will be a pre-proposal conference concerning this project at 10:00 A.M. on Tuesday, July 20, 2021. The meeting will be held in City Hall, Executive Conference Room at the City of Norman Municipal Complex, 201 West Gray Street.

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

SECTION 2: Selection Schedule

<u>July 1, 2021</u>	R.F.Q. document available from Owner
<u>July 20, 2021</u>	Pre-proposal meeting (optional)
<u>July 29, 2021</u>	Proposals received by Owner no later than 4 p.m.
<u>August 13, 2021</u>	Anticipated notification of firms for interviews
<u>August 19, 2021</u>	Anticipated date of interviews
<u>August 26, 2021</u>	Anticipated notice to negotiate contract

SECTION 3: Introduction

The City of Norman (Owner) is seeking a Construction Manager at Risk (CMaR) to provide construction services for the construction of the Summit Lakes Dam Repair. These services will be coordinated with the selected contractors.

SECTION 4: Project Overview

Rehabilitation of Summit Lakes/Misty Lake Dam as shown on the approved plans, project specifications, and this Request for Qualifications.

Parkhill, formerly Cardinal Engineering, was previously retained to provide a detailed set of engineering plans for the Summit Lakes Dam Repair Project, which plans have been approved by the City and the Oklahoma Water Resources Board (“OWRB”) and will be provided for review by a selected CMaR immediately upon request.

Other opportunities for programming and/or construction oversight may be considered by the City as part of this project.

SECTION 5: 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 professional 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.

SECTION 6: Project Budget

The current conceptual total project estimate is \$547,470.00. The Owner, Parkhill, 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.

Owner Contingency for the project is five (5) percent.

SECTION 7: Preliminary Project Schedule

The CMaR will be required to develop a Preliminary Project Schedule within two (2) 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 as set forth in the City of Norman's Standard Specifications.

SECTION 8: CMaR Scope of Work

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

Preconstruction Phase Services and Activities:

The Preconstruction Services of the CMaR will begin with preparing cost estimates of the contract documents prepared by Parkhill and establishment of the Guaranteed Maximum Price (GMP). 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. **Construction Planning, Scheduling, and Long Lead Analysis:** CMAr to work with the Owner and Parkhill 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 Parkhill's design activities, municipal/governmental approvals, preconstruction activities, procurement, construction activities, work performed by other parties and construction activities such as 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 make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMAr, its subcontractors, and material suppliers.
- b. **Cash Flow Planning:** Provide construction cost cash flow projections.
- c. **Value Engineering/Constructability/Cost Review:** Provide ongoing value engineering and constructability reviews, consider and/or incorporate feedback from Owner and necessary contractual project parties, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package prior to finalizing the GMP amendment.
- d. **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.
- e. **Guaranteed Maximum Price (GMP):** Provide a proposed GMP at such time as the Owner, Parkhill, 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, if any, as defined by Parkhill.

In addition, the GMP proposal will include:

1. List of allowances, if any, but which allowances shall be of sufficient amount to not result in change order increases;
2. List of contingencies, if any, including the CMAr's/Owner, proposed contingency if any, with details as to events that would invoke the contingency;
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; and

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.

Agreement between the City and the CMAr of the GMP will be evidenced by a contract amendment signed by the Parties.

- f. 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:

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 Parkhill'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. Each report must provide an estimated percent completion of the work to date.
- c. Procurement: The CMAr will manage the bidding process, evaluate proposals, and interview contractors (along with Parkhill 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.

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.

- d. **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 multiple stages, including design development, 50 percent complete CDs and 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, and shall not proceed with any work that would result in a change order unless and until receiving prior written approval from the Owner. 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.
 - 3. Implement effective cost management control and potential alternatives to provide the Owner and necessary contractual project parties, with the opportunity to make such decisions as required to keep the Project cost within the budget.
 - 4. 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.
- e. **Final Pre-Bid Review:** Complete a final quality/coordination/constructability review of the Construction Documents prior to issuing plans and specifications to bidders. (Initial bid package and contract material drafts for this project are available for CMAr's use).
- f. **Schedule Management:** Provide ongoing schedule management throughout the construction process.
 - 1. The CMAr will prepare, manage, and continuously maintain and update throughout the project, a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, inspection milestones, 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.
- g. **Quality Control:** Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
1. All testing and independent inspection services required will be secured and paid for by the Owner or necessary contractual project parties, as provided by the contract documents between those entities. 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.
 2. 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 Parkhill. The CMAr will ensure completion of initial punch list prior to the Parkhill's punch list walkthrough.
 3. The CMAr will complete a review of each bid package to ensure quality, coordination, and constructability prior to issuing bid documents to subcontractors.
- h. **Safety Plan:** The CMAr will implement a formal Project safety plan.
- i. **As-Built Records:** Maintain a record of as-built conditions throughout construction which includes all field revisions, and photographic records of all subgrade work at various stages. Submit as-built documents, operating and maintenance manuals and warranties shall be provided to the Owner.
- j. **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. Provide on-site operational training for all major building systems and videotape training sessions with the Owner.

SECTION 9: 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 R.F.Q. 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.
- c. 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.
- d. The CMaR will coordinate and integrate its work on the Project with the work of the Owner's separate contractors and consultants, including Parkhill and necessary contractual project parties. The CMaR will ensure that its work on the project supports and otherwise accommodates the work being performed by others on the project,.
- e. 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.

SECTION 10: Submittal Requirements

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

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 R.F.Q. 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.
2. Project Team
 - a. 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(s) or supervisor(s) that will be present each day of 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. The project manager must be project management certified from Project Management Institute or acceptable equivalent, and as allowed by applicable law.

- b. 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. Provide an identification of the supervisor(s) that will be present on site for each day of the construction phase of this project.
- c. List other assignments your project manager will be handling during the period of assignment to the Project.
- d. 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).

3. Project Approach and Management Capabilities

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

- a. **Working Relationships:** Commitment to building positive team working relationships.
- b. **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.
- c. **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, particularly as it relates to dam construction.
- d. **Change Management:** Describe your change management process and reporting during construction.
- e. **Project Schedule:** Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction and acceptance.
- f. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
- g. **Environment and 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.
- h. **Quality Control:** Provide your firm's approach to quality control.

4. Relevant Project Experience

Describe at least three (3) projects of similar size or type 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:

- a. Name of project, location, and construction date.
- b. Name of project manager and superintendent responsible for project.
- c. Construction cost
- d. Type of service and contractual relationship (general contractor, CMAr, etc.). Identify point in the design and/or construction process a construction contract was executed.
- e. Preconstruction services provided.
- f. Client and architect contact information. Include phone number and email address.

5. Statement of Financial Strength/Stability and Coverage

Provide the following information about your firm:

- a. 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.
- b. Name of firm's insurance carriers and a description of insurance coverage.
- c. 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.
- d. Name and contact information for firm's primary financial institution and CPA.
- e. Audited or Reviewed Financial Statements for the last three years.

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.

7. Acknowledgement and Certification Statements

- a. Certify that your Response to R.F.Q. will remain in effect for 90 days.
- b. Certify that all representations stated in the Response to R.F.Q. are true and accurate.
- c. Acknowledge that all materials submitted in the Response to R.F.Q. will become property of Owner.
- d. Acknowledge that all costs associated with preparation of the Response to R.F.Q. will be the responsibility of the proposing CMAr.
- e. 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.

SECTION 11: Questions and Addenda

Questions regarding this R.F.Q. shall be submitted in writing to Carrie Evenson, Ph.D., P.E., CFM, Stormwater Program Manager, via email at carrie.evenson@normanok.gov, no later than five (5) calendar days prior to the date of receipt of proposals indicated in Section 2 of this R.F.Q.

Responses to questions will be issued via email to all firms.

SECTION 12: 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 maintenance bond in the amount of the GMP as described in Section 10.5 a., 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 2 of this R.F.Q.

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.

SECTION 13: 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.

SECTION 14: 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 R.F.Q. 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.

SECTION 15: Standard Proposal Information

1. **Authorized Signature**
An individual authorized to bind the Offeror to the provisions of the R.F.Q. 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 in violation of City of Norman policies, or 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 R.F.Q.
 - 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. **Right 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 R.F.Q. 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 R.F.Q.
- 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.