



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Addendum

This addendum forms a part of the contract document and modifies the original request for proposals as noted below. Please acknowledge receipt of this addendum in the space provided on the submittal form. Failure to do so may subject the Offeror to disqualification.

Date of Issue: November 20, 2014

Addendum Number: Three (3)

CAP Project Number: 15039DB Solicitation

Project Name: Oklahoma Capitol Restoration - Exterior Rehabilitation

TO ALL OFFERORS OF CONCERN:

Item #1: Checklist for Bidders (page 3 of 49) - Remove checklist item #2. Remove reference to DCAM/CAP Form DB-501 Betterments and Deviations Form; no such form is required within submission. Rename page to "Checklist for Offerors." Optional replacement page included.

Item #2: Prices Proposal Submission Form (page 5 of 49) - Replace this form with attached (removed requirement to provide duration for completion, removed "Builder Fee" and "Sub-contractor Overhead Fee" requirements, corrected DCAM/CAP Form number - DB530); 1 page.

Item #3: Attached responses to submitted RFIs including optional replacement pages; 10 pages (including attachments).

Item #4: Add the following to the end of 1.1.C.1 of Section 013316:

"As part of the Scope Development, the Design Build team shall prepare a list of suggested items for unit pricing and potential use for this project. These items are to allow the Owner Project Team to increase the GMP for items that are not qualified at time of award."

Optional replacement page included.

Item #5: Add the following to the end of Section 011001:

"1.8 WARRANTIES

A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 of the General Conditions for Design-Build Contracts (DB535), within a period of five (5) years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

B. The roofing warranties shall conform to the State of Oklahoma Roofing and Warranty Certification Requirements. A copy of the requirements are included at the end of this section."

Optional Replacement page included, as well as the State of Oklahoma Roofing and Warranty Certification Requirements.

ALL OTHER DOCUMENTS ARE TO REMAIN THE SAME AND INTACT.

David Mihm
Project Manager



**State of Oklahoma
Office of Management and Enterprise Services
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Construction and Properties**

Checklist For Offerors

Check your submission documents for each item listed below prior to submitting your Proposals.
Omission of any item could invalidate your submission.

- ☐ 1. List your company name, address, telephone number, and Tax ID/FEI number on the Submission forms where indicated.
- ☐ 2. ~~Complete and sign DCAM/CAP Form DB520 *Letter of Agreement* and have it notarized. Include this form with the Technical Proposal submission.~~
- ☐ 3. Complete and sign DCAM/CAP Form DB100a *Technical Proposal Submission Form* and DCAM/CAP Form DB100b *Prices Proposal Submission Form* and have both notarized where indicated. Include each set of forms in the appropriate submission package as required by the Request for Proposal - Phase II documents.
- ☐ 4. Fill in all blanks of all forms, including acknowledgment of Addenda. Use words and numbers as identified by each form. ~~Include the DCAM/CAP Form DB 501 *Bottomments and Deviations Form* in the Prices Proposal Submission.~~
- ☐ 5. Contact David Mihm at the OMES/DCAM/Construction and Properties Department, (405) 522-4079 at least 24 hours in advance of the Submission time to verify that you have received all of the Addenda that have been issued.
- ☐ 6. Double check the completeness of the *Technical Proposal Submission Form* and *Prices Proposal Submission Form* to ensure both are correct and contain all required information as requested in the Request for Proposals - Phase II.
- ☐ 7. Include all documentation, certifications, or other special submittals required by the Request for Proposal - Phase II documents.
- ☐ 8. Place the following information on the outside of all sealed packages (tube, box, or envelope) for submitted drawings and paperwork relating to the Technical Proposal:

RFP Phase II, Volume 1 – Technical Proposal

CAP Solicitation Number: 15039DB

CAP Project Name: Oklahoma Capitol Restoration - Exterior Rehabilitation

- ☐ 9. Place the following information on the outside of the sealed envelope containing the Prices Proposal:

RFP Phase II, Volume 2 – Prices Proposal

CAP Solicitation Number: 15039DB

CAP Project Name: Oklahoma Capitol Restoration - Exterior Rehabilitation

DO NOT OPEN

- ☐ 10. During inclement weather seasons, contact OMES/DCAM/Construction and Properties front desk at (405) 521-2112 prior to Submission deadline to verify possible time delays or postponements.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Prices Proposal
Submission Form

To: Office of Management and Enterprise Services
 Division of Capital Assets Management
 Construction and Properties Department
 P. O. Box 53448
 Oklahoma City, Oklahoma 73152-3448

From:

 (Firm Name)

 (Address)

 (City/State/Zip)

 (Telephone No.)

 (EIN/TIN No.)

1. The undersigned, in direct and exclusive connection with submitting the Technical Proposal Submission, hereby proposes to affect the design technical, in accordance with these documents for CAP Solicitation Number **15039DB**, for the sums listed.

2. Base Submission Proposal Cost:

A. Scope Development Cost (DCAM/CAP Form DB530 Section 6.1.2):

_____ Dollars
 \$ _____ (Numbers)

B. Design Fee:

_____ percent (_____ %)

C. Design-Builder Fee (DCAM/CAP Form DB530 Section 6.2.1):

_____ percent (_____ %)

3. In submitting a Proposal, the Design-Builder certifies to the items contained with Section 3 of the Technical Proposal Submission Form.

STATE OF _____)

) ss

 (Design-Builder Signature)

COUNTY OF _____)

 (Date)

 (Design-Builder Title)

This instrument was acknowledged before me on _____ day of _____, 20____

by _____ as _____ of _____
 (Design-Builder Printed Name) (Type of Authority) (Design-Builder Organization)

 (Signature of notarial officer)

(Seal)

My Commission Expires: _____

My Commission #: _____

QUESTION: Please reference Page 2 of 49 of the Solicitation for Bids. Given the two days lost for the Thanksgiving holiday and the amount of information to be released due to RFP Responses on November 25, would it be possible to extend the RFP due date to December 4th instead of December 2nd? This would allow more than one business day to make any necessary changes resulting from the RFI responses before the deadline. Below and following this list of questions is a graphic illustration of the timeline and the minimal response time associated with it.

RESPONSE: The timeframe as presented within the RFP shall remain.

QUESTION: Please reference 002211, page 6, Paragraph 2.3, Project Approach. Some of the questions and information requested within this section may be answered more effectively if we were in possession of the information provided in Attachment 1 – Owner's Project Team Investigations and Attachment 3 – East Tunnel Survey. When do you anticipate issuing these documents via addenda as indicated in the RFP?

RESPONSE: Addendum# 02 provided these attachments.

QUESTION: Please Reference Page 25 of 49 – Article 5 Contract Time, § 5.4 – We would recommend that in the best interest of the Owner, that an amount be identified/defined for Liquidated Damages. Leaving the language/damages open-ended may discourage trade contractors from competitively bidding the project resulting in possible higher pricing.

RESPONSE: We do not believe a realistic schedule can be provided until a phasing plan has been agreed upon, thus we have elected not to prescribe specific liquidated damages.

QUESTION: Please reference 002211, page 7, Paragraph 2.4.C.1.a. Please confirm you are requesting a fee, if any, that would be required above and more than the \$50,000.00 Allowance we are to include for Site Investigations. This fee can either be quoted as an additional lump sum to the allowance amount or an additional percentage to be applied to the allowance amount. Please clarify or confirm whether we are interpreting the fee correctly or not.

RESPONSE: Delete the last three (3) sentences ("Additional investigations may be merited. An allowance has been incorporated for paying these costs. Design Builder shall enumerate any additional costs anticipated and either propose a lump sum or mark-up percentage fee.") from 002211, 2.4.C.1.a.

In Section 012100 – Allowances, delete 1.2.B.2 "Site Investigation Allowance;" remove 1.7 "Site Investigations Allowance" in its entirety; delete 3.3.A "Allowance No. 1;" renumber 3.3.B "Allowance No.2" to be "Allowance No.1" and renumber 3.3.C "Allowance No. 3" to be "Allowance No. 2." Refer Attachment 01.

QUESTION: Please reference 002211, page 7 and 8, Paragraph 2.4.C.2.a and Paragraph 2.4.C.3.a. Please explain the need to have the Design Fee and Builder Fee broken out and separate from the total Design-Build Fee. If there is a specific design fee/cost limitation and a specific subcontractor management fee/cost limitation either as a percentage fee or lump sum, please provide this information if so. Otherwise, we find it unusual to request that the design fee or the subcontractor management fee be identified as separate items due to the fact the project is being delivered under a single Design-Build contract agreement.

RESPONSE: Due to the uniqueness of this project, we are requesting the Design Fee to also be provided as a separate percentage from the Design-Build Fee. Refer replacement Prices Proposal Submission Form and Attachment 02.

Replace 002211, 2.4.C.2.a "Design Fee (%):" ("Design services by the Design Builder. This portion of the fee is preferred as a percentage fee.") with "Provide Architect's and Engineer's fees for work commencing from approved Scope Development (Phase 1) through completion of final approved Bidding Documents. This portion of the fee is preferred as a percentage fee."

Delete paragraphs 3 ("Builder Fee (%)"), 4 ("Total Design Builder's Fee(%)"), 5 ("Sub-contractor Overhead Fee (%)"), and 6 ("Self-performed Work Overhead Fee (%)") in their entirety from 002211, 2.4.C..

Insert new paragraph 3 at 002211 2.4.C. as the following:

"3. Design-Build Fee (%):

a. Provide Design Builder's fees including all bidding costs and activities, Designer and Builder Contract Administration and all subsequent construction activities required for successful completion of the agreed upon and approved scope This portion of the fee is preferred as a percentage fee."

Delete paragraphs 2, 3 and 4 in their entirety from 002220, 1.2.A.3.d.

Insert new paragraphs 2 and 3 at 002220, 1.2.A.3.d. as the following:

“2. Design fee (%) for work commencing from approved Scope Development (Phase 1) through completion of final approved Bidding Documents. This portion of the fee is preferred as a percentage fee.”

“3. Design Builder’s fee fees including all bidding costs and activities, Designer and Builder Contract Administration and all subsequent construction activities required for successful completion of the agreed upon and approved scope This portion of the fee is preferred as a percentage fee.”

QUESTION: Please reference 002211, page 8, Paragraph 2.4.C.5.a. See question above regarding design and builder fees. Same question applies to this requested fee breakout as well.

RESPONSE: The descriptions within 002211 page 7 and 8 have been modified with this addendum, refer to responses regarding fees above and Attachment 02.

QUESTION: Please reference 002220, page 2, Paragraph 2.a.5. Please identify all parties that make up and are part of the Owner’s Project Team.

RESPONSE: The Owner Project Team consists of the Office of Management and Enterprise Services (OMES); the Construction and Properties Department of the Division of Capital Assets Management at OMES; and our AE1 Consultant/Capitol Architect, Mass Architects and their consultants.

QUESTION: Please reference 002220, page 2, Paragraph 3.b. Please explain or define “unbalanced pricing” and how the analyzing of such would be performed.

RESPONSE: Strike the last sentence (“Additionally, all offers will be analyzed for unbalanced pricing.”) from 002220, 3.b. Refer Attachment 03.

QUESTION: Please reference 002220, page 3, Paragraph 3.d.2. This paragraph states the Design and Bidding services fee by the Design Builder is preferred to be provided as a lump sum. This request is different than the information requested on the Prices Proposal Submission Form (Bid Form). Please clarify.

RESPONSE: The descriptions within 002211 page 7 and 8 have been modified with this addendum, refer to responses regarding fees above and Attachment 02.

QUESTION: Please reference Section 011001, page 1, Paragraph 1.3. The Exterior Scope List does not list any work required to be performed on the State Capitol Dome itself. Please clarify/confirm that no work is required to be performed on the Dome.

RESPONSE: The dome was evaluated and work will be required on the dome. The extent of work required will be within the final report issued to the awarded design-builder.

QUESTION: Please reference Section 002211, page 6 & 7, Paragraph 2.3 as well as Section 002220, page 2, paragraph 1.2.A.2.a. There are some differences in the seven (7) identified criteria for submission under Tab 2 – Project Approach as compared to the 7 evaluation criteria in Section 002220. Please clarify if one takes precedence over the other or do we need to make sure we address all criteria regardless of requested versus evaluated?

RESPONSE: The intent is for the Offerors to address all of the criteria. The two sections may have stated the criteria in different manners, but should be addressed in your response where appropriate for the scoring criteria.

QUESTION: Please reference 002211, page 8, Paragraph 2.5.A. Is it possible to receive additional information at this time regarding the pending interview structure and make-up? Have decisions been made on how much time each team will have to present and how much time will be allowed for questions and answers? Which members of the Design-Build team will the review committee be most interested to hear from? Will there be a limit on the number of people allowed to attend? Will the format be a presentation with Q&A to follow or do you anticipate the process being less structured and more interactive with mostly questions presented to the teams with the opportunity to explain approach? Any information regarding the format would be appreciated at this time.

RESPONSE: The interview structure will be 45 minutes for design-builder presentations and 30 minutes for questions following the presentation. There is no limit on the number of individuals that attend; however, those that attend should offer value to the process. It is strongly suggested that the Offerors bring those individuals that will be directly working on the project and can address how their specific experience/expertise is relative to our project. The following is further enumeration on points to hit during the presentation:

- How your past experience will specifically help you in exterior repairs to the Capitol.
- Information about the project team that will be directly involved in this project.
- Suggested methods for addressing issues noted in the WJE preliminary report as well as the Tunnel survey.

The interviews scheduled for December 9, 2014, selected in random order, are as follows:

- 8:30 – 10:00 AM Manhattan Construction
- 10:00 – 11:30 AM JE Dunn Construction
- 1:00 – 2:30 PM Capitol Renaissance Design-Builders

QUESTION: Please reference 002211, page 6, Paragraph 2.2.B.2.a.3. Please clarify which individual or position you are requesting demonstration of their experience for “The Construction Services Manager?” The Exterior Rehabilitation Request For Qualifications for this project requested information/resume/qualifications for the “Design-Build Project Manager/Director or Project Leader” and the “Construction Project Manager.” Which of these two (2) individuals are you now requesting the additional qualifications/experience for?

RESPONSE: Replace the term (“The Construction Services Manager”) on 002211, 2.2.B.2.a.3 with “Construction Project Manager.”

QUESTION: [002211 – 7, 2.4.C] Under Tab 3 - Cost Basis, Subsection C. What are you asking for under item 4? Is item 4, Total Design Builder's Fee, the sum of Item 2 - Design Fee and Item 3 - Builder Fee?

RESPONSE: The descriptions within 002211 page 7 and 8 have been modified with this addendum, refer to responses regarding fees above and Attachment 02.

QUESTION: Can you clarify the past performance requirements? The table on page 002211-4 of CAP Form #15039DB states that past performance requirements include: past client evaluations, references for key personnel and past performance in maintaining budgets and schedules. However, page 002211-6, section 2.2, subsection 3 requests “past client references for key personnel who will be assigned to do this project and past performance on adherence to budget and schedule should be included.” Can you clarify as to the requirements that are needed to fulfill your request?

RESPONSE: Strike language of 002211 2.2.B.3 (“Past client references for key personnel who will be assigned to this project and past client references for key personnel who will be assigned to this project and past”) and replace with the following:

“Provide client evaluations for other projects provided on the Design Build team members that provide insight into their performance on those projects. Provide client references for current or completed projects for key personnel who will be assigned to this project provide insight into their performance on those projects. Provide an analysis on Design Builder team members and their past performance on adherence to the original budget and schedule, changes made to the budgets and schedule and reasons for those deviations.”

QUESTION: On the Prices Proposal Submission Form A100b on page 5 of 49 and the description on pages 002211-7 and 8 I do not see a line to enter the “self-performed work overhead fee (%)” item # 2.4.C.6 on the form A100b. Does a line to record this fee need to be added to the form A100b?

RESPONSE: A replacement Prices Proposal Submission Form is included within this addendum. The descriptions within 002211 page 7 and 8 have been modified with this addendum, refer to responses regarding fees above and Attachment 02.

3. Project Approach to Estimating and Cost Management: Illustrate the tools you will use to arrive at the proposed initial budget from the scope of work developed and how you will manage the construction costs to maintain the budget.
 4. Analysis of Scheduling and Phasing: Provide a proposed initial schedule and explain relevant scheduling criteria that accommodates the Owner's occupation and operations in the building. The initial schedule should include the completion of the project scope development, design documentation, bidding and construction of the project.
 5. Project Approach to Investigations: Explain how your team's understanding of the investigation process and how you will complete the investigations begun by the Owner's Project Team and integrate the findings into the final scope of work.
 6. Approach to Integration of Owner's Project Team's Historical Restoration and Masonry Investigations: Illustrate how your team intends to coordinate with and integrate the work of specialized Owner consultants into the project scoping development and final bid documents.
 7. Approach to Development of Project Scoping Documents: Explain how your team intends to develop the scoping plan to lessen unintended consequences of finding items outside original scope set by your team. Additionally, demonstrate how the respondent will use his capabilities to ascertain that all work from design through implementation is completed to the highest quality level.
- C. The project will require the development of a Guaranteed Maximum Price (GMP) after award, for review and acceptance by the Owner. The intent is for the Design Builder to develop trade packages that will be bid by sub-contractors or the Design Builder. These bids of the trade packages will become the basis of the GMP with the additional costs for a complete project. This section of the proposal response should contain the Design Builder's approach to the assignment and development of the trade packages and the recruitment of suitable bidders for these packages.

2.4 TAB 3 – Cost Basis (15% of Award Scoring)

- A. Proposers will deliver this Tab in a sealed envelope separate from the other Tabs. The envelope shall be clearly marked as follows:
- “Oklahoma Capitol Restoration – Exterior Rehabilitation – RFP Phase II Tab 3, CAP Solicitation #15039DB, DO NOT OPEN”**
- B. The project will require the Design Builder to perform the following:
1. Work with the Owner's Project Team to develop the project scoping documents to sufficient detail (Phase 1) to become the basis of the design and bidding work to be performed by the Design Builder.
 2. The Design Builder will then develop the design and construction documents for bidding the trade packages. These trade packages will be then bid. This work will comprise Phase 2.
 3. These bids, along with the other management, overhead and profit costs, including those of the Design Builder, will become the basis of the GMP.
- C. The cost basis of this proposal will be the costs and fee percentages the Design Builder will contract for performing these services. The costs and fees are anticipated as follows:
1. Scope Development Cost (\$):
 - a. Pre-design scope of work development cost. This portion of the fee is anticipated as a lump sum fee. ~~Additional investigations may be merited. An allowance has been incorporated for paying these costs. Design Builder shall enumerate any additional costs anticipated and either propose a lump sum or mark-up percentage fee.~~
 2. Design Fee (%):

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - ~~2. Site investigation allowance.~~
 - 3. GMP contingency allowance.
 - 4. Testing and inspecting allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise AE1 of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Owner from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Design Builder of specific products and materials ordered by Owner or selected by AE2 under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Design Builder's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by AE2 under allowance shall be included as part of the Contract Sum and not part of the allowance.

~~1.7 SITE INVESTIGATIONS ALLOWANCE~~

- ~~A. This allowance is to cover any additional testing and investigations required during the Scope Development phase to aid in identifying existing conditions, extents and causes of conditions requiring remediation on the exterior of the Capitol. Such work will be approved by the Owner prior to being performed and will be performed under the direction of the Design Builder.~~
- ~~B. Unless otherwise indicated, Design Builder's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by AE2 under allowance shall be included as part of the Contract Sum and not part of the allowance.~~

1.8 GMP CONTINGENCY ALLOWANCE

- A. The GMP contingency allowance to allow for unforeseen conditions, expediting of the work and increases in the cost incurred in the work from unforeseeable causes or details from unforeseeable causes or details not capable of reasonable anticipation. The GMP contingency may be applied to any items within the cost of the Work.
- B. Use the GMP contingency allowance only as directed by Owner for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- C. Design Builder's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- D. Change Orders authorizing use of funds from the contingency allowance will include Design Builder's related costs and reasonable overhead and profit margins.
- E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.10 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Owner, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by AE2, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Design Builder's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- ~~A. Allowance No. 1 – Site Investigations Allowance: Include a sum of Fifty Thousand (\$50,000) Dollars for testing and inspecting~~
- B. Allowance No. ~~2~~¹ – GMP Contingency: Include a five percent (5%) contingency allowance with the Guaranteed Maximum Price. The five percent will be equal to five percent of the aggregate costs.
- C. Allowance No. ~~3~~² – Testing and Inspection Allowance: Include a sum of Twenty-Five Thousand (\$25,000) Dollars for testing and inspecting

END OF SECTION 012100

2. Design Fee (%):
a. Provide Architect's and Engineer's fees for work commencing from approved Scope Development (Phase 1) through completion of final approved Bidding Documents. This portion of the fee is preferred as a percentage fee.
3. Design-Build Fee (%)
a. Provide Design Builder's fees including all bidding costs and activities, Designer and Builder Contract Administration and all subsequent construction activities required for successful completion of the agreed upon and approved scope. This portion of the fee is preferred as a percentage fee.
- ~~5. Sub-contractor Overhead Fee (%)
a. Overhead, profit and management fees on subcontractor packages. This portion of the fee is anticipated to be a mark-up percentage.~~
- ~~6. Self-performed Work Overhead Fee (%)
a. Overhead, profit and management fees on self-performed packages. This portion of the fee is anticipated to be a mark-up percentage. The Design Builder will be allowed to bid on the trade packages. If the Design Builder is the low bidder, this fee will be used as the mark-up on this self-performed work.~~
- D. The GMP will be developed from the trade packages, their mark-ups, any other self-performed work, management fees, design construction administration costs and other costs to the project deemed appropriate and agreed to by the Design Builder and Owner. This portion of the cost basis for the project is not part of this submittal.

2.5 RESPONDENT INTERVIEWS

- A. The respondent interviews are scheduled to give the review committee time to review the proposal submitted by the three short-listed Design Builders. The interviews are meant to be an opportunity for the Design Builder to offer additional and more specific information tailored to this project. The members of the Design Builder's team who will be effecting the work will be requested to present their qualifications and insight on this project. The Design Builder will also be expected to have completed initial planning for this project to address the specific requirements, scheduling and intricacies of this project. The desire is that the Design Builder present new and insightful information to the selection committee and address anticipated issues that may need resolution by the Owner.
- B. The cost basis submittals will not be part of the interview process. Questions from the selection committee may arise to foster understanding of the proposal response.

2.6 MISCELLANEOUS PROVISIONS

- A. Request for Information (RFI) questions from the Design Builders will be accepted through November 21, 2014. Owner will respond with RFI responses by addenda by November 25, 2014. Acknowledgement of the receipt of these RFI response addenda should be included in proposal responses.
- B. A proposer may deem a question proprietary to their submission. The Design Builder should submit the question to the Owner with a request for review for propriety. The Owner will review and, if deemed proprietary, respond solely to that Design Builder. If Owner deems the question non-proprietary and germane to all proposers, Owner will query original Design Builder whether they would have the response go to all proposers or the Design Builder would rather withdraw the question. Questions deemed non-proprietary will only be responded to all proposers.

END OF SECTION 002211

2. Design fee (%) for work commencing from approved Scope Development (Phase 1) through completion of final approved Bidding Documents. This portion of the fee is preferred as a percentage fee.
3. Design Builder's fee fees including all bidding costs and activities, Designer and Builder Contract Administration and all subsequent construction activities required for successful completion of the agreed upon and approved scope. This portion of the fee is preferred as a percentage fee.
4. The anticipated scope for this Exterior Rehabilitation of the Oklahoma State Capitol construction cost limitation will not exceed Twenty-Five Million Dollars (\$25,000,000) inclusive of all design/build fees.

1.3 MISCELLANEOUS PROVISIONS

- A. The RFQ Phase 1 submissions will be used as a starting point for evaluations by the selection committee. If information submitted as part of the RFQ Phase I response for the project has changed, the Design Builder shall explain in the RFP Phase 2 submittal why the revision is necessary and shall provide substitute information reflecting the revision.
- B. The intent is for the RFP Phase 2 submissions to build upon the information submitted with the RFQ Phase 1 submissions. The focus of the RFP Phase 2 submissions should be on the aspects of this project that the Design Builder qualifications are best matched to and the Design Builder approach for this project.
- C. The Design Builder interviews will be an important part of the selection process and are focused on better understanding why the Design Builder's team is the best match for this project. Both in qualified personnel and project approach.
- D. The selection committee will evaluate the proposals, after the interviews, against the criteria and assign a numerical score to each category utilizing a weighted criteria method based on the percentages noted above for each category. The scores will be combined to achieve a ranking of the respondents.
- E. The respondent interviews are meant for the selection committee to evaluate the ability and the approach of the Design Builder to this project. The more specific detail that the Design Builder can provide to the selection committee to demonstrate their understanding and prosecution of this project, the more helpful it will be to this evaluation.

END OF SECTION 002220

- j. Past project performance evaluations and references for firms and specific personnel.
 - k. Past project performance in maintaining budgets and schedules.
2. PROJECT APPROACH (50% of award scoring)
- a. Respondent should demonstrate their grasp of the technical and logistical aspects of the project and how they would staff, manage, schedule and maintain internal control of the project for quality assurance to the State. The scoring will utilize the following criteria:
 - 1. Design Builder's demonstration of their understanding of the historic materials, the technical repair methods, and the technical criteria that will be utilized on this project. Design Builder's explanation of expected forensic investigations needed and how these investigations should best be performed.
 - 2. Evaluation of the Design Builder's proposed scope of work development, design, development of trade packages and bidding of packages to develop a Guaranteed Maximum Price.
 - 3. Evaluation of Design Builder's logistical approach to this project, including recommendations on staging, phasing, equipment utilization, material procurement and sub-contractor recruitment.
 - 4. Design Builder's explanation of their estimating procedure for this project and approaches to budget forecasting and cost management.
 - 5. Demonstration of Design Builder's ability or technique for integrating the work of the Owner's Project Team into the scope of work development and construction documents.
 - 6. Managerial approach, including the qualifications of the staff assigned, and why these individuals are specific to this project and how their performance will provide the solutions required for this project.
 - 7. How the Design Builder will use his capabilities to develop a quality assurance and quality control plan to ascertain that all work from design through implementation is completed to the highest level.
3. COST BASIS (15% of award scoring)
- a. The cost basis is the reasonable lump sum or percentages fees for work by the Design Builder to the stage of the project when a Guaranteed Maximum Price (GMP) can be established. Some of the requested fees are mark-ups for the bid work that will become part of the GMP.
 - b. The cost basis pricing will be evaluated and considered. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Design Builder's technical proposal. ~~Additionally, all offers will be analyzed for unbalanced pricing.~~
 - c. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that Design Builder might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information.
 - d. The cost basis has no order of importance. The components of this portion of the work are as follows:
 - 1. Pre-design scope of work development cost. This portion of the fee is anticipated as a lump sum fee.

SECTION 013316 – DESIGN AFTER AWARD

PART 1 - GENERAL

1.1 SUMMARY

- A. The information contained in this section applies to the design required after award.
- B. The Design Builder is encouraged and may also develop and submit multiple cost saving proposals for innovative design alternatives.
- C. Design submittals shall be as follows:

1. Phase 1 Scope Development task will be the preliminary scoping services required to develop the first submittal which represents: approximately 35% complete drawings and specifications of all other required documentation incorporating the investigations and analysis of repair means and methods developed in conjunction with Owner's Project Team. As part of the Scope Development, the Design Build team shall prepare a list of suggested items for unit pricing and potential use for this project. These items are to allow the Owner's Project Team to increase the GMP for items that are not qualified at time of award.

- 2. Phase 2 shall include all design services required to complete the design and bid the trade packages needed to prepare a Guaranteed Maximum Price and construct and complete the project.
 - a. The first design task of Phase 2 will to complete the Design Development submittal (65%) which represents approximately 65% complete drawings and specifications of all required construction documents. Phase 2 design shall not begin until an approval of the Phase 1 Submittal by the Owner. Phase 2 also includes incorporating the revisions identified in the Phase 1.
 - b. The second design task of Phase 2 shall include all design services required to complete the design submittal (100%). This design shall not begin until an approval of the Phase 2 first task submittal is issued by the Owner. This second design task shall include incorporation of the revisions identified in the first design task submittal review.
 - c. The last task of Phase 2 will be to issue the trade packages to sub-contractors for bidding, answering of questions regarding the design and trade packages and receiving bids.
- D. The Design Builder will provide in writing the design submittal structure for entire design effort for approval. Logical breaks or phasing in the design must be considered along with how the final design effort will be coordinated between all disciplines. A final design will be required tying all design submittals together. Each design submittal shall be complete for the feature(s) of work requesting approval. A 21-day review period will be provided to the Owner for each design submittal. After approval of the design submittals, the Owner will issue a Letter of Authorization to commence the bidding associated with the design submittal.
- E. The Design Builder may proceed with the bidding included in separate design packages after the Owner has reviewed the final (100%) design submission for that package, review comments have been addressed and resolved to the Owner's satisfaction and has agreed that the design package may be released for bidding the separate trade packages.
- F. The Owner's acceptance of the design submittal and subsequent authorization to proceed, shall not infer that the Owner is granting a warranty that the design is complete and coordinated. Review, approval or acceptance of the Design Builder's work, shall not relieve the Design Builder from responsibility for errors and omissions. It remains the duty of the Design Builder to inform the Owner of any changes to the documents.

1.2 AE2

improvements will be considered. The solutions shall be workable and meet current mechanical standards and codes.

- b. Electrical lighting will be refurbished to operate properly and function to modern standards. Period fixtures will be restored to original condition and appearance. Consideration for upgrading these fixtures to LED technology should be reviewed. Modern building lighting fixtures shall be evaluated for condition and either upgraded or replaced with appropriate and highly functional lighting. The intent is to make the lighting both decorative and highly functional and accentuate the beauty of the building.

1.6 WORK PHASING

- A. The work under this contract will probably require phasing of the construction work dependent on the logistics of construction and the Owner's occupancy requirements.
- B. The Design Builder shall propose any sequencing of the Construction phase of the work that they believe best for the Project. The intent of all proposed construction phasing shall be to expedite the work while minimizing the interruption of the activities and operation occurring at the Capitol. Construction phasing may be considered by building element or material repair. The Owner will review and authorize or propose amendments to any proposed phasing before construction may proceed.
- C. Before commencing each phase, submit a schedule showing the sequence, commencement and completion dates. Design Builder shall identify any effect on access by Owner's personnel and the public for all phases of the Work.

1.7 USE OF PREMISES

- A. The Design Builder and the Owner's Project Team will establish the site construction limits and phasing during the design phases.
- B. Use of Site: Limit use of premises to areas within the Contract limits agreed upon. Do not disturb portions of Project site beyond areas of Work.
 1. Limits: Confine constructions operations to areas of work and other areas agreed by the Owner for Design Builder use.
 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 WARRANTIES

- A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 of the General Conditions for Design-Build Contracts (DB535), within a period of five (5) years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.
- B. The roofing warranties shall conform to the State of Oklahoma Roofing and Warranty Certification Requirements. A copy of the requirements are included at the end of this section.

END OF SECTION 011001



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department**

**State of Oklahoma
Roofing Warranty & Certification
Requirements**

1. Roofing System Manufacturer's Warranty (RSMW):

The State of Oklahoma Roofing System Manufacturer's Warranty (RSMW) shall be issued on all new roofing systems on new buildings and on all new replacement roofing systems on existing buildings. The RSMW term limits and types of roofing system materials shall be as specified for each project. It is the responsibility of the Contractor to submit the completed RSMW to the Consultant for approval and acceptance with the required Final Closeout Documents for each project. The effective date of the RSMW shall be the same as the Date of Substantial Completion for the project. The Contractor shall verify that both the Using Agency and the State Construction Administrator of the Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department receive copies of the completed RSMW.

2. Roofing System Manufacturer's Certification (RSMC):

It is the responsibility of the Contractor to submit the Roofing System Manufacturer's Certification (RSMC) to the Roofing System Manufacturer for completion prior to the commencement of any warranted roofing work. The completed RSMC is to be submitted to the Consultant by the Contractor for approval as required in the DCAM/CAP A201 – General Conditions for Construction Contracts in the Project Manual.

3. Approved Roofing Manufacturer's List:

The State of Oklahoma Roofing Warranty Program requires the usage of a pre-approved roofing manufacturers which can be found on DCAM/CAP P003 – State of Oklahoma Roofing Program Requirements. The DCAM/CAP P003 can be accessed on the CAP website on the Roof Asset Management Program page at http://www.ok.gov/DCS/Construction_& Properties/Roof Asset Management Program/index.html.

All work on buildings and structures requiring new roofing or re-roofing shall comply with DCAM/CAP Form A107, Instructions to Bidders, section 4.3.5.

4. Roofing Contractor Applicator Certification Requirement:

Roofing Contractors acting either as Prime Contractor or as a sub-contractor, must be certified by the Approved Manufacturer to install specified roofing systems. The Certified Applicator Agreement issued by the Approved Manufacturer must be obtained by the Roofing Contractor **ninety days prior to the opening of bids** for projects for which the Roofing Contractor is soliciting to perform the Work. Proof of this certification is required to be submitted to and verified by the Consultant after bids are opened for projects where roofing is the total extent of the Work. For General Contracts, where a Roofing Contractor is acting as a sub-contractor to a Contractor to perform a portion of the Work, proof of certification that the Roofing Contractor is a Certified Applicator for the specified roofing system to be installed must be submitted as specified in DCAM/CAP Form A201 – General Conditions for Construction Contracts, Section 5.2. This Roofing Contractor Applicator Certification Requirement is in addition to the previously stated requirements of the State of Oklahoma Roofing Program requirements.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department

Roofing System
Manufacturer's Warranty
(RSMW)

~ STATE OF OKLAHOMA ROOFING WARRANTY ~

Owner:

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
P. O. Box 53448
Oklahoma City, Oklahoma 73152-3448

RSMW

10 Year ☐, 20 Year ☐, OR ____ Year.

Roofing System Manufacturer's Warranty

Effective Date: _____

Warranty #: _____

Roofing System Manufacturer Name

CAP Project Number

Address

Building Name

Phone

Building Address

eMail

Contractor

Roof Area (sq. OR sq. ft.)

FEI#

Roof Specification

Address

Flashing (linear ft.)

Flashing Exp. Jt. Covers (linear ft.)

Phone

Insulation Type

eMail

1. WARRANTY

A. The Roofing System Manufacturer, identified as _____ a _____ Corporation with its principle office at _____ hereinafter called "Manufacturer" acknowledges that it has previously reviewed the drawings, specifications, and existing conditions for the roofing system and certifies that the design and existing conditions are acceptable for this Warranty. The Manufacturer warrants to the Building Owner named above, hereinafter called "Owner" that, subject to the provisions of this Document, the Manufacturer will, at its own expense, make or cause to be made all repairs necessary to maintain the roofing system referenced above. The Manufacturer shall remove and replace all wet insulation caused by water leaks through any part of the system listed below and repair the roof system under the Warranty Agreement at no cost to the Owner.

B. **SYSTEM INCLUDES:** Manufacturer to furnish and install all required components for a system warranty including:

1. Membrane(s).
2. Flashing (except metal or composite metal components not furnished by the Manufacturer as part of its advertised system).
3. Insulation.
4. Vapor retarder.
5. Fasteners and adhesives.
6. Drain tie-ins.

- C. **LIMITATION:** The Manufacturer's liability under this Warranty shall be No Dollar Limit (NDL)
- D. The Manufacturer and approved Contractor are jointly responsible for the first two years of the term of the Warranty Agreement.
2. **OWNER'S RESPONSIBILITY.** The Owner will notify the Manufacturer if repairs covered by the Warranty are required. The notice will be sent to the Manufacturer's office specified in the Manufacturer's Maintenance Manual within 30 days of discovery of leaks or other defects in the roofing system. The Owner will provide the Manufacturer free access to the building during regular business hours over the life of the Warranty. The Owner acknowledges that the Manufacturer has provided its Roofing Maintenance Manual, including instructions necessary for the Owner to inspect and maintain the roofing system during the warranty period.
3. **EXCLUSIONS.**
- A. The following are excluded from this Warranty:
1. Roof maintenance for corrections of conditions other than leaks.
 2. Damage to any part of the building (other than the roofing system) or to its contents.
 3. Damage resulting from repairs made to the roofing system without the Manufacturer's prior authorization, except emergency repairs.
 4. Damage resulting from any one of the following:
 - a. Settlement, expansion, contraction, cracking, warping, deflection or movement of roof deck, walls, coping structural members or building foundation.
 - b. Natural disasters (i.e. windstorms above 72 mph), hail, flood, hurricane, cyclone, lightning, tornado or earthquake.
 - c. Changes in building usage: new installation on, through or adjacent to the roofing system made after the effective date of this Warranty, unless the Manufacturer has given prior written approval of user changes in building usage or new installations.
 - d. Accidents, vandalism or other uncontrollable events.
 - e. Lack of positive drainage (standing water) for asphalt built-up systems. (Longer than 48 hours)
 - f. Chemical attacks on the membrane from sources unknown or not present at time of roofing systems installations.
 - g. Falling objects, misuse or abuse of the roofing system, traffic, recreational activities or storage of material on the roofing system.
 - h. Infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying or surrounding areas.
 - i. Movement or deterioration of metal components adjacent to the roof (except where such components are a part of the Manufacturer's advertised roofing system).
 - j. Failure of materials supplied by others (except where such materials are a part of the specified roofing system certified by the Manufacturer prior to bidding the roofing work).
 - k. Tests or test cuts not authorized by the Manufacturer.
 - l. Failure of the Owner to notify the Manufacturer of leaks or others defects within 30 days of discovery.
- B. The implied warranties of merchantability and fitness for a particular purpose are excluded.

In Witness Whereof: Manufacturer and Owner have caused this Warranty to be duly executed on the above date.

MANUFACTURER

OWNER

Manufacturer's Representative Signature

Owner's Representative Signature

Printed Name of Manufacturer's Representative

Printed Name of Owner's Representative

Title

Title

Date Signed

Phone

Date Signed

Phone

eMail

eMail



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department**

**Roofing System
Manufacturer's Certification
(RSMC)**

To: State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
P. O. Box 53448
Oklahoma City, Oklahoma 73152-3448

Re: _____
CAP Project Number _____
Project Name _____
Project Address _____
Using Agency _____

MANUFACTURER'S CERTIFICATION

Our Technical Staff has examined the Consultant's Plans, Specifications, and Specified Warranty for the roofing Work on this project.

We do not wholly or partially endorse the building design or any materials or services not part of our advertised roofing system.

We hereby certify that:

1. All materials we will furnish and deliver to the project will meet or exceed the specification requirements and will, when properly installed by one of our Certified Roofing Applicator firms in accordance with our published installation instructions, provide a sound watertight roofing system for the term of the Specified Warranty.
2. When the Project meets the requirements for Substantial Completion as published in the DCAM/CAP A201 – General Conditions for Construction Contracts, Section 9.8, the Manufacturer agrees to submit to the Consultant, the Roofing System Manufacturer's Warranty (RSMW) as specified in the Project Manual.
3. The Plans and Specifications for this project follow the recommendations of the Manufacturer of the Roofing System with:
 - a. ☐ No exception
 - b. ☐ Exceptions as noted (Manufacturer's Certification will be granted upon correction of Plans and/or Specifications and reviewed by manufacturer.)

Noted Exceptions:

Roofing System Manufacturer Name

Company Representative (Printed Name) Title

Signature Phone Number