

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/PES - PROPOSAL AND ESTIMATION SYSTEM
SPECIAL PROVISIONS - (A + B BIDDING)

_____, 200__

THE RATE FOR LIQUIDATED DAMAGES FOR THIS PROJECT IS _____.
THE CONTRACT TIME FOR THIS PROJECT IS _____ CALENDAR DAYS.

THE MAXIMUM DAYS ALLOWED "B" BID FOR SUBSTANTIAL COMPLETION OF THE PROJECT IS _____ DAYS.

DISADVANTAGED BUSINESS ENTERPRISES PROPOSED PARTICIPATION IS _____ .

THE INCENTIVE/DISINCENTIVE RATE FOR THIS PROJECT IS _____ PER DAY.
THE MAXIMUM NUMBER OF DAYS FOR WHICH INCENTIVE WILL BE PAID IS _____ DAYS.

SPECIAL REQUIREMENTS FOR SUBSTANTIAL COMPLETION OF THIS PROJECT:

BIDS WILL BE CONSIDERED NON RESPONSIVE AND MAY NOT BE READ IF ANY OF THE FOLLOWING THINGS ARE DONE:

- (A) Any unit price is left blank.
- (B) Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.
- (C) Proposal is not signed in black or blue ink by the individual in a sole proprietorship, one or more members of a partnership or a duly authorized officer of a corporation.
- (D) Proposals containing any omission.
- (E) Alterations of proposal. All papers bound with or attached to proposal forms are necessary parts thereof and must not be detached.
- (F) Additions to Proposal.
- (G) Conditions not called for.
- (H) Conditions or alternate bids unless called for.
- (I) A clause in which the bidder reserves the right to accept or reject a Contract awarded to him.
- (J) Incomplete bids.
- (K) More than one proposal from an individual, firm, partnership, joint venture or corporation whether under the same or different name.
- (L) Entries submitted in pen and ink on this proposal do not exactly match data submitted by electronic means.

Notice

The Department reserves the right to reject any bid as irregular that is found by the Department to be either materially or mathematically unbalanced. A bid is materially unbalanced when that bid generates a reasonable doubt that award to a bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Department. A bid will be found to be mathematically unbalanced when the bid contains lump sum or unit bid items that do not reflect reasonable estimated costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs and other direct costs. Oklahoma Department of Transportation Standard Specifications for Highway Construction, 1999, English and Metric §§ 101.76, 101.77, 102.08, 102.14; 23 CFR §§ 635.102, 635.114.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR
A + B BIDDING
(TRADITIONAL BID + DISINCENTIVE/INCENTIVE PAYMENT +
LIQUIDATED DAMAGES)**

These Special Provisions revise, amend and where in conflict, supersede applicable sections of the 1999 Standard Specifications for Highway Construction, English and Metric, as applicable. Units of measurement are provided in the subsections in both English and Metric equivalents. The units applicable for this project will be those specified in the project plans.

102.07. PREPARATION OF PROPOSAL. *(add the following:)*

(a.) Definitions.

- (1) "A" Bid** - The sum of the products of the unit prices bid by the Contractor multiplied by the estimated unit quantities as reflected in the schedule of prices for the bid proposal.
- (2) "B" Bid** - The product of the calendar days bid by the Contractor to achieve substantial completion of the project multiplied by the disincentive/incentive rate specified in the bid proposal.
- (3) Incentive Rate** - The value assigned for each calendar day for construction of the project. The Contractor will be paid an incentive equal to this rate for each day he/she substantially completes the project before the expiration of the number of days bid as the "B" portion of Contractors bid not to exceed the maximum incentive days specified in Special Provisions Text CA000002.
- (4) Disincentive Rate** - A value equal to the incentive rate that will be charged to the Contractor for each day the Contractor requires to achieve substantial completion in excess of the number of calendar days in his/her "B" bid.

(b.) Description.

- (1)** The Contractor must submit an A + B bid proposal for the construction of this project. The "A" portion of the Contractor's bid will include a price for each unit listed on the schedule of prices. The "B" portion of the bid will include the number of calendar days the Contractor will require to achieve substantial completion of the project. The value of time bid ("B" Bid) will be used to compute the total bid (A+B) for the purpose of comparing bids received and for determining the lowest bid. The "B" portion of the bid will also establish the number of calendar days the Contractor has to achieve substantial completion of the project and for purposes of computing incentive payments and disincentive damages. The number of days bid must be less than or equal to the maximum number of days authorized for the "B" bid for substantial completion of the project or the bid will be considered non-responsive. If the Contractor is the successful bidder for the project and is awarded the Contract, the Contract will reflect only the extended sum of the unit prices bid by the Contractor as the "A" portion of the bid as the Contract amount.

- (2) Due to the high average daily traffic counts experienced on this highway, it is critical to minimize the time this highway will be under construction and subject to abnormal congestion and traffic delays. The days bid by the Contractor to achieve substantial completion is considered a requirement of the Contract for which the Department has specifically contracted. The number of calendar days bid (“B” Bid) to complete the work shall include all working and non-working days, weekends, special events, holidays, normal adverse and unusually adverse weather days, and lost time resulting from such weather conditions. By bidding time “B” the Contractor has set a complete by date that he/she is to “overcome all” to reach. **It is specifically agreed by the Contractor and the Department that no extension or suspension of the “B” bid time for this project for quantity overruns, adverse weather or delay from any cause will be granted by the Department for the purpose of calculating days subject to incentive payments. Claims for delay or lost time due to the discovery of unforeseen subsurface utilities will be considered on the basis of actual delay and adjustments to the contract time or the calendar days bid (“B” Bid) may be made as appropriate for purposes of calculating disincentive payments only.** In order to consider any delays attributed to unforeseen utilities, it must be shown to affect the critical path of the project schedule. Unusually severe weather days may be recognized only for the purpose of identifying days not subject to liquidated damages. Disincentive charges will continue to be assessed for each and every day until substantial completion is achieved.
- (3) Calendar days will be assessed against the Contractor from the day he/she actually commences work or from the effective date of the notice to proceed, whichever is earlier.
- (4) The time required by the Engineer for performing normal inspections, testing and review duties shall be considered as included in the number of calendar day bid by the Contractor. Every effort will be made by the Engineer to perform normal inspection testing and review in a manner which will not delay Contractor’s work.
- (5) Substantial completion will include as a minimum, if such features are included in the project plans, all bridges, pavement structure, shoulder, drainage, retaining wall, permanent signing and markings, traffic signals, traffic barriers, safety appurtenances, utility and lighting work and will further include specific items indicated in Special Provision CA000002. Traffic must be placed in its final lane configurations and there must be no further lane or shoulder closures to perform contract work.
- (6) If the Contractor is successful in achieving substantial completion in less than the time bid as the “B” portion of the bid an incentive will be paid. The incentive payment will be compiled from 12:01 A.M. of the day following the day on which the Contractor has achieved substantial completion. The incentive payment rate and the maximum number of days for which the incentive will be paid are shown on Special Provision CA000002. The incentive payment will be paid for each calendar day substantial completion was achieved before the expiration of the “B” bid time not to exceed the specified maximum. One half of the incentive will be paid on the next progressive estimate after substantial completion is achieved and the remainder of the incentive will be paid after acceptance of the project.
- (7) If the Contractor fails to achieve substantial completion by the expiration of “B” bid time a disincentive will be assessed. The disincentive will be assessed effective at 12:01 A.M. on the

- day following the expiration of “B” bid time and will continue to be assessed for each day thereafter until substantial completion is achieved. The rate of the disincentive assessment will be equal to the daily incentive rate if substantial completion had been achieved before the expiration of the “B” bid time. The disincentive assessment will be charged against each progressive estimate until substantial completion is achieved.
- (8) If the Contractor fails to complete the project in the Contract time, liquidated damages will be charged effective at 12:01 A.M. on the day following the expiration of the Contract time and will continue until the project is completed. The rate for liquidated damages is shown in Special Provision CA000002. Liquidated damages will be assessed in addition to the disincentive assessment, if applicable, and will be charged against each progressive estimate until completion is achieved.
- (9) The Contractor will be required to prepare and submit a critical path method (CPM) analysis in accordance with Section 108.03 of the 1999 Standard Specifications for Highway Construction, within 30 days after the award of the contract. Cost of preparing and maintaining the CPM will be included in other items of pay. The Contractor shall bear complete responsibility to develop and maintain the CPM to meet all contract requirements. Any revisions made to the original schedule by the Contractor must be submitted to the Engineer. Updates shall be prepared and submitted to the Engineer upon his/her request, but no more than once every 30 days.