

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

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS ____ **CALENDAR DAYS**.

DISADVANTAGED BUSINESS ENTERPRISES REQUIRED PARTICIPATION (DBE) IS __%.

MAXIMUM TIME ALLOWED "B" BID FOR SUBSTANTIAL COMPLETION IS ____ **CALENDAR DAYS**.

INCENTIVE/DISINCENTIVE RATE FOR THIS PROJECT IS \$ ____ **PER DAY**.

MAXIMUM TIME FOR WHICH INCENTIVE WILL BE PAID IS ____ **CALENDAR DAYS**.

SPECIAL REQUIREMENTS FOR SUBSTANTIAL COMPLETION OF THIS PROJECT:

PREPARE BIDS IN ACCORDANCE WITH SECTION 102 OF THE 2009 STANDARD SPECIFICATIONS.
SEE SPECIAL PROVISION 102-4 OF THESE DOCUMENTS FOR MORE INFORMATION.

THE DEPARTMENT WILL CONSIDER A PROPOSAL NONRESPONSIVE AND MAY REJECT IT FOR ANY OF THE FOLLOWING REASONS:

- The Bidder submits a proposal on an unapproved form (or format, if computer-generated), or the form is altered, incomplete, or disassembled.
- The Bidder submits a proposal using a form other than the latest approved Proposal Form.
- The Department determines that proposal irregularities (such as unauthorized additions and conditional or alternate bids) may tend to make the proposal incomplete, indefinite, or ambiguous.
- The proposal does not contain a unit price for each item listed, except for authorized alternate items.
- The proposal is mathematically or materially unbalanced. The Department considers a proposal mathematically unbalanced if that proposal contains items with lump sums or unit prices that do not reflect reasonable estimated costs plus reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs. The Department considers a Proposal materially unbalanced if that proposal creates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest total cost to the Department.
- The proposal is not properly signed.
- The proposal is not typed or completed in ink.
- The Bidder fails to provide a properly executed Proposal Guaranty, or irrevocable Letter of Credit.
- The Bidder fails to sign the unsworn statement made under penalty of perjury.
- The proposal fails to comply with any material requirement of the Bid Notice.
- The Bidder fails to properly comply with Disadvantaged Business Enterprise (DBE) Requirements, or to properly list eligible disadvantaged businesses if participation in accordance with the proposal forms.

Notice

The Department reserves the right to reject any bid as irregular that is found by the Department to be either mathematically or materially unbalanced. A bid is 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. A bid will be found to be 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.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
A + B BIDDING
(TRADITIONAL BID + INCENTIVE/DISINCENTIVE)
PROJECT NUMBER, JP NO. 00000(04), COUNTY**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

The following provisions apply unless otherwise specified in Special Provision CA000002.

102.07 PREPARATION OF PROPOSAL *(Add the following:)*

Submit an A + B bid proposal for the construction of this project. The “A” portion of the bid will include a price for each unit listed on the schedule of pay items. The “B” portion of the bid will include the time required 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 dollar value of the contract will reflect only the extended sum of the unit prices bid as the “A” portion of the bid.

The “B” portion of the bid will also establish the time allowed to achieve substantial completion of the project, and for purposes of computing incentive payments and disincentive damages. The time bid must be less than or equal to the maximum time authorized for the “B” bid for substantial completion of the project or the bid will be considered non-responsive.

A. Contract Administration

Time will be assessed against the Contract from the time work commences, or from the Effective date of the Notice to Proceed, whichever is earlier.

“B” Time will be assessed against the contract from the time work commences, or from the Effective Date of the Notice to Proceed, whichever is earlier. The time bid (“B” Bid) will be administered in accordance with Subsection 108.08, “Incentive/Disincentive for Early/Late Completion.” The time bid (“B” Bid) to substantially complete the project includes 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. Claims for delay or lost time will be considered by the Engineer on the basis of actual delay, and adjustments to the contract time or the “B” Bid may be made as appropriate for purposes of calculating incentive and disincentive payments. In order to consider any delay 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 time not subject to liquidated damages, unless these delays are the result of a natural disaster as declared by the State or Federal Government. Disincentive charges will continue to be assessed until substantial completion is achieved.

The time required by the Engineer for performing normal inspections, testing and review duties shall be considered as included in the time bid. Every effort will be made by the Engineer to perform normal inspection testing and review in a manner which will not delay work progress.

(1) Incentive Payments

Incentive payments will be administered in accordance with Subsection 108.08, "Incentive/Disincentive for Early/Late Completion."

(2) Disincentive Assessments

Deductions for disincentives, including liquidated damages, will be assessed in accordance with Subsection 108.08, "Incentive/Disincentive for Early/Late Completion."

Liquidated damages will be charged effective one minute following the expiration of the contract time and will continue until the project is completed. 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.

B. Schedule

Prepare and submit a Critical Path Method (CPM) analysis in accordance with Subsection 108.03.B within 30 days of the award of the contract. Submit any revisions made to the original schedule to the Engineer. Upon request, but no more than once every 30 days, prepare and submit CPM updates to the Engineer. Include costs of preparing and maintaining the CPM in other items of pay.

C. Definitions

- (1) **"A" Bid** - the sum of the unit prices bid multiplied by the unit quantities as reflected in the schedule of prices in the bid proposal.
- (2) **"B" Bid** - the product of the unit of time bid to achieve substantial completion of the project multiplied by the disincentive/incentive rate specified in the bid proposal.
- (3) **Incentive Rate** - the rate assigned for each unit of time for construction of the project. An incentive will be earned for the time the project is substantially complete prior to the expiration of the time bid, "B" Bid, not to exceed the maximum time specified in the bid proposal.
- (4) **Disincentive Rate** - a rate equal to the incentive rate that will be assessed for the time in excess of the time bid, "B" Bid, required to achieve substantial completion.
- (5) **Substantial Completion** - substantial completion is as defined in Subsection 105.17.A of the Standard Specifications, and Special Provision CA000002 of the contract documents, and includes 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. Where in conflict, the requirements of Special Provision CA000002 will govern.