



OKLAHOMA
Transportation

PROPOSAL 230319

CALL ORDER 010

TO BE LET ON
TUESDAY, AUGUST 08, 2023 AT 10:00 A.M.

QUICK TURNAROUND PROPOSAL
THE CONTRACT WITH BONDS WILL BE REQUIRED
BACK FROM THE CONTRACTOR BY AUGUST 09, 2023 AT 12:00 PM
WITH WORK ORDER TO BE EFFECTIVE ON AUGUST 10, 2023 AT 8:00 AM
BIDX WILL BE ACCEPTED.

TULSA COUNTY

STATE AID PROJECT

BRIDGE REPAIR

US-75: EMERGENCY BRIDGE REPAIR OVER POLECAT CREEK,
0.4 MILES NORTH OF THE CREEK TURNPIKE (SH-364) IN TULSA.
PROJECT LENGTH = 0.000 MILES

E-SAP-014N(138)ES, 36579(04)

CONTRACT TIME ESTIMATED FOR PROPOSAL IS 30 CALENDAR DAYS

THE DBE GOAL IS ZERO FOR THIS PROPOSAL.

CREATION OF THIS DOCUMENT WAS ON FRIDAY, AUGUST 4, 2023 AT 10:41 AM.

S T A T E O F O K L A H O M A
D E P A R T M E N T O F T R A N S P O R T A T I O N

Advertisement to Contractors – August 08, 2023 10:00 A.M. Bid Opening

Plans and proposals for this bid opening will be available on August 04, 2023. No bidding proposals will be issued to any Contractor after August 07, 2023 10:00 A.M.. The cost for each bidding proposal is \$.00 + tax. State Standard Specifications may be purchased by contacting ODOT Business Services Center Branch (405) 521-4509. No refunds will be made for bidding documents or specification books purchased.

Sample proposals, preliminary plans, long form and short form notices, order forms, bid tabs and awards, can be accessed on ODOT's Web site: <https://www.okladot.state.ok.us/contracts/index.htm>

Bids must be prepared in accordance with the State Standard Specifications. Unless otherwise specified, bids for all projects must be submitted over the internet to Bid Express(<https://www.bidx.com>) using AASHTOware Project Bids. Instructions for using Bid Express, Project Bids, and the electronicbidding process are available from the Office Engineer Division. When written bids are allowed, sealed proposals may be delivered directly to the Office Engineer Division prior to the scheduled bid opening. For written bids, do not disassemble the bidding proposal in any way.

Any firm bidding a project as a joint venture must complete the 'Request for Joint Venture' form, which is posted on the ODOT website, prior to the bid opening.

Unless otherwise specified in the proposal, all bids must be submitted with a proposal guaranty equal to 5 % of the bid total.

Questions and comments regarding the August 08, 2023 bid opening will be accepted until August 07, 2023. Please submit your questions through the ODOT pre-bid email address: ODOT-Prebid.Question@odot.org. Responses will be posted to the “Pre-bid Questions and Answers” section of the ODOT Contracts & Proposals webpage as they are received. It is recommended that interested contractors visit the “Pre-Bid Questions and Answers” link regularly in order to stay informed of the latest information: <https://www.odot.org/contracts>.

THE CONTRACT WITH BONDS WILL BE REQUIRED BACK FROM THE CONTRACTOR BY AUGUST 09, 2023 AT 12:00 PM WITH WORK ORDER TO BE EFFECTIVE ON AUGUST 10, 2023 AT 8:00 AM

The Oklahoma Department of Transportation(ODOT) and the Oklahoma Turnpike Authority(OTA) ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin,age, disability, retaliation or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by ODOT or OTA, their recipients, sub - recipients, and contractors. To request an accommodation please contact the ADA Coordinator at (405)521-4140 or the Oklahoma Relay Service at 1-800-722-0353. If you have any ADA or Title VI questions email ODOT-ada-titlevi@odot.org

Description of work and location of project:		Call Order: 010
E-SAP-014N(138)ES US-75 TULSA		JP No.36579(04)
BRIDGE REPAIR		
US-75: EMERGENCY BRIDGE REPAIR OVER POLECAT CREEK, 0.4 MILES NORTH OF THE CREEK TURNPIKE (SH-364) IN TULSA.		

STATE OF OKLAHOMA, OKLAHOMA DEPARTMENT OF TRANSPORTATION - By: TIM J. GATZ, Director.

S T A T E O F O K L A H O M A
D E P A R T M E N T O F T R A N S P O R T A T I O N
S U M M A R Y O F T I M E

CONTRACT TIME

CONTRACT TIME ESTIMATED FOR PROPOSAL IS 30 CALENDAR DAYS

SUMMARY OF TIME BID

ID	TITLE / DESCRIPTION	MAX TIME ALLOWED	INCENTIVE RATE	DISINCENTIVE RATE	MAX. INC. TIME	LS PAYMENT
01	TIME 'B' BID	25 Days	\$ 10,000.00	\$ 10,000.00	10 Days	NONE

NOTICE

THE DEPARTMENT WILL CONSIDER A PROPOSAL NONRESPONSIVE AND REJECT IT IN ACCORDANCE WITH SUBSECTIONS 102.08 AND/OR 102.14 OF THE CURRENT OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

S T A T E O F O K L A H O M A
D E P A R T M E N T O F T R A N S P O R T A T I O N
S U M M A R Y O F I T E M S

LINE	ITEM DESCRIPTION	APPROX. QTY	UNIT PRICE	BID AMOUNT
		UNITS	DOLLARS CTS	DOLLARS CTS
SECTION 0001 BRIDGE 'A' - NBI NO.16184				
0010	502(B)3310 FALSEWORK AND JACKING	1.000	LSUM	
0020	509(A)0210 CLASS AA CONCRETE	1.600	CY	
0030	511(A)2210 REINFORCING STEEL	280.000	LB	
0040	540 8120 (PL)REPAIR BRIDGE ITEM (TYPE A)	2.000	EA	
0050	540 8136 (PL)REPAIR BRIDGE ITEM (TYPE B)	1.000	EA	
SECTION 0001		SUB TOTAL		

SECTION 0002 TRAFFIC CONTROL				
0060	857(E)9630 (PL)CONST.ZONE PAV.MKRS(FLEX TAB)TYP.2-2	1,180.000	EA	
0070	871(B)2300 CONST.ZONE IMPACT ATTEN.	30.000	SD	
0080	877(B)4300 DELIVER PORTABLE LONGITUDINAL BARRIER	1,100.000	LF	
0090	880(A)6220 ARROW DISPLAY(TYPE C)	60.000	SD	
0100	880(B)6300 CONSTRUCTION SIGNS 0 TO 6.25 SF	400.000	SD	
0110	880(B)6310 CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	180.000	SD	
0120	880(B)6320 CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	830.000	SD	
0130	880(E)6607 WARNING LIGHTS(TYPE B)	540.000	SD	
0140	880(E)6616 WARNING LIGHTS(TYPE D)	5,835.000	SD	

S T A T E O F O K L A H O M A
D E P A R T M E N T O F T R A N S P O R T A T I O N
S U M M A R Y O F I T E M S

LINE	ITEM DESCRIPTION	APPROX. QTY	UNIT PRICE	BID AMOUNT
		UNITS	DOLLARS CTS	DOLLARS CTS
0150	880(F)6700 DRUMS	4,860.000 SD		
0160	880(G)6805 CHANNELIZER CONES	975.000 SD		
0170	880(L)7310 (SP) TRAFFIC SURVEILLANCE, OHP (NON-BID)	15.000 HOUR	\$ 77.00	\$ 1,155.00
0180	882(A)8210 PORT.CHANGEABLE MESSAGE SIGN	176.000 SD		
SECTION 0002		SUB TOTAL		

SECTION 0003 CONSTRUCTION				
0190	641 2100 MOBILIZATION	1.000 LSUM		
SECTION 0003		SUB TOTAL		

ITEM TOTAL

TIME BID				
01	TIME 'B' BID (25 Days)		\$ 10,000.00	
		TIME TOTAL		

TOTAL

S T A T E O F O K L A H O M A
D E P A R T M E N T O F T R A N S P O R T A T I O N
I N D E X O F P R O V I S I O N S
 FOR JPN(s) : E-SAP-014N(138)ES, 36579(04)
 TULSA COUNTY

PROPOSAL PROVISIONS

102-004(a-b)19	A + B BIDDING (TRADITIONAL BID + INCENTIVE/DISINCENTIVE PAYMENT)
102-013(a-b)19	BIDDING PROCEDURES
103-004(a-b)19	SUBCONTRACTS FOR STATE FUNDED CONSTRUCTION CONTRACTS
106-006(a)19	BUY AMERICA
107-012(a)19	FEDERAL AVIATION REGULATIONS
108-080(a)19	LIQUIDATED DAMAGES
109-014(a)19	MATERIAL ON HAND
880-010(a-b)19	TRAFFIC SURVEILLANCE
CS000300	REQUIRED LABOR PROVISIONS SAP PROJECTS
CS000350	SPECIAL LABOR PROVISIONS FOR PROJECTS FINANCED W/STATE FUNDS
CS001600	SAMPLE MAINTENANCE BOND
CZ002300	CONTRACT DISPUTE RESOLUTION PROCEDURE
CZ002850	NO.2 PROPOSAL SHEET
CZ002975	* BIDDER'S AFFIDAVIT - STATEMENT UNDER PENALTY OF PERJURY

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/PES - PROPOSAL AND ESTIMATION SYSTEM
SPECIAL PROVISIONS - (A + B BIDDING)
CONTRACT ID: 230319

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS **30 CALENDAR DAYS**.

DISADVANTAGED BUSINESS ENTERPRISES REQUIRED PARTICIPATION (DBE) IS **0%**.

MAXIMUM TIME ALLOWED "B" BID FOR SUBSTANTIAL COMPLETION IS **25 CALENDAR DAYS**.

INCENTIVE/DISINCENTIVE RATE FOR THIS PROJECT IS **\$10,000 PER DAY**.

MAXIMUM TIME FOR WHICH INCENTIVE WILL BE PAID IS **10 CALENDAR DAYS**.

SPECIAL REQUIREMENTS FOR SUBSTANTIAL COMPLETION OF THIS PROJECT:

NOTICE

THE DEPARTMENT WILL CONSIDER A PROPOSAL NONRESPONSIVE AND REJECT IT IN ACCORDANCE WITH SUBSECTIONS 102.08 AND/OR 102.14 OF THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. FOR DETAILS AND DESCRIPTIONS OF A+B PLEASE SEE THE ATTACHED SPECIAL PROVISION 102-4.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
A + B BIDDING
(TRADITIONAL BID + INCENTIVE/DISINCENTIVE)
E-SAP-014N(138)ES, JP NO. 36579(04), TULSA COUNTY**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

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

“B” Time will be assessed against the Contract and administered in accordance with the terms specified in Special Provision CA000002 of the contract documents.

“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.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
BIDDING PROCEDURES**

These special provisions amend and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction, English and Metric.

102.07 PREPARATION OF PROPOSAL *(Revise to amend as follows:)*

Submit the Proposal in the format required by the Bid Notice. For each item on the Proposal Forms, type or write (in ink) the unit price and the product of the unit price and estimated quantity on the Proposal Forms in the space provided. Show the total Proposal amount by adding the products of the unit prices and the estimated quantities. Acknowledge any change to a unit price, the product of a unit price and quantity, or the total Proposal amount with the initials of the person signing the Proposal, adjacent to each change.

If a discrepancy occurs on the Proposal, between the unit price and the product of the unit price and quantity, the Department will use the unit price. If a unit price or the product of a unit price and quantity is omitted or is entered as zero (\$0) for any item listed on the Proposal Forms, the Department will consider the Proposal non-responsive and will reject the Proposal. If there is a discrepancy between the submitted electronic media and written Proposal, the Department will use the written Proposal. If the Department requires a printout of electronic media and a discrepancy occurs between the printout and the electronic media, the Department will use the printout.

An individual, all members of a partnership, a duly authorized officer of a corporation, or all members of a joint venture shall sign the Proposal in black or blue ink. For Proposals submitted by a corporation, show the name of the corporation and business address. For Proposals submitted by the internet bidding process, the Department will require an electronic signature only. Include a Non-Collusive Bidding Certification with the Proposal in accordance with Subsection 102.16, "Non-Collusive Bidding Certification."

102.08 NONRESPONSIVE PROPOSALS *(Revise to amend as follows:)*

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 materially unbalanced in accordance with Subsection 101.05.CT.2
- 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 Requirements or to properly list eligible disadvantaged businesses if participation in accordance with the Proposal Forms.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
SUBCONTRACTS FOR STATE FUNDED CONSTRUCTION CONTRACTS**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

(Add the following:)

103.10 SUBCONTRACTS

A. General

All subcontracts and/or sub-agreements, including amendments to such, must be submitted for review and approval by the Department prior to the subcontractor performing contract work. Ensure all subcontracts conform to the requirements of Subsection 108.01, "Subletting of Contract," and are executed in accordance with the Contract requirements and the provisions specified herein.

As a minimum, the following information must be included in all subcontracts:

- Full description of the contract work to be performed by the subcontractor
- Prompt Payment/Return of Retainage provisions (from the ODOT DBE Program Manual)
- Signature(s) of the prime contractor and subcontractor

The aforementioned subcontract documents can be downloaded from the ODOT website, and are available for the Contractors' use: <http://www.odot.org/subcontracts>.

Subcontracts and sub-agreements may be submitted prior to the receipt of the signed Contract by the Department.

B. Proof of Subcontract Assurances

Use either of the methods described below to provide the Department with assurance that each subcontract agreement complies with the requirements specified in Subsection 103.10.A above.

1. Subcontract Submission

Submit executed subcontracts and/or sub-agreements in pdf format to the Department using the following email address: constructionsubcontracts@odot.org. Submit all additional and/or modified subcontracts or sub-agreements to the Department via the same email address. To prevent delays in the approval of the subcontract, include the following information in all correspondence: contract I.D., project number, prime contractor, and subcontractor.

2. Construction Subcontract Assurances Agreement (CSA)

In lieu of submitting the executed subcontract, electronically execute and submit the Department's Construction Subcontract Assurances Agreement (CSA) for State funded construction projects. The CSA constitutes an agreement between the Department and the Contractor. By executing the CSA the Contractor assures that the Contractor's subcontract agreements include the required subcontract elements specified in Subsection 103.10.A above.

An executed CSA cannot be submitted in association with more than one subcontract agreement. Independent assurances must be provided for each subcontract.

The CSA is located on the ODOT website at ok.gov/odot/Doing_Business/Construction.

**OKLAHOMA DEPARTMENT OF
TRANSPORTATION SPECIAL PROVISIONS
FOR
BUY AMERICA**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS *(Replace with the following:)*

B. Buy America

Buy America requirements shall not be enforced as a condition to complete state funded contract work.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
FEDERAL AVIATION REGULATIONS**

These special provisions amend and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction, English and Metric.

107.01 LAWS, RULES, AND REGULATIONS TO BE OBSERVED *(Add the following:)*

Due to the proximity to the **TULSA RIVERSIDE AIRPORT**, the Contractor is responsible for compliance with Federal Aviation Administration Regulations governing construction and alterations. File FAA Form 7460-1 with the Federal Aviation Administration if any equipment used in construction (such as a temporary crane) exceeds the height of an imaginary surface extending outward and upward at 100:1 from the nearest point of the nearest runway at the **TULSA RIVERSIDE AIRPORT**. Exceptions to this filing requirement may apply under certain situations as noted in the attached instructions under §77.15 (Construction or Alteration Not Requiring Notice). If required, submit the completed FAA Form 7460-1 to the following address, and provide one copy of the submitted FAA Form 7460-1 to the Engineer.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Service, AJR-322
2601 Meacham Boulevard
Fort Worth, TX 76193

§77.15 - Construction or Alteration Not Requiring Notice.

No person is required to notify the Administrator for any of the following construction or alteration:

- (a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.
- (b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.
- (c) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.
- (d) Any construction or alteration for which notice is required by any other FAA regulation.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
LIQUIDATED DAMAGES**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

108.09 FAILURE TO COMPLETE ON TIME (*Revise Table 108:1 as follows:*)

Table 108:1 Schedule of Liquidated Damages	
Contract Amount, \$	Daily Assessment Rate, \$
≤ \$200,000	\$300
>\$200,000 and ≤\$1,000,000	\$800
>\$1,000,000 and ≤\$5,000,000	\$1,000
> \$5,000,000 and ≤\$10,000,000	\$1,300
> \$10,000,000	\$1,800

**OKLAHOMA DEPARTMENT OF
TRANSPORTATION SPECIAL PROVISIONS
FOR
MATERIAL ON HAND**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

109.07 PAYMENT FOR MATERIAL ON HAND *(Add the following:)*

By way of these provisions, the Department hereby suspends the storage requirements associated with payments for material on hand, as required per section 109.07 of the Standard Specifications, and superseded on some contracts by Special Provision 109-11(a)09. All other requirements for the payment of material on hand will be enforced as specified in the aforementioned specifications and provisions.

Requests for payment that are deemed unreasonable by the Engineer will not be considered.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
TRAFFIC SURVEILLANCE
E-SAP-014N(138)ES, JP NO. 36579(04), TULSA COUNTY**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2019 Standard Specifications for Highway Construction.

880.01 DESCRIPTION *(Add the following:)*

This work consists of obtaining and providing construction traffic surveillance by the Oklahoma Highway Patrol (OHP) on highway construction projects. The use of OHP and the number of patrol cars required on the project is at the approval and/or discretion of the Engineer.

880.04 CONSTRUCTION METHODS *(Add the following:)*

Upon approval by the Engineer, make arrangements through the OHP Chief's office to provide one officially marked Oklahoma Highway Patrol car and one law enforcement Officer capable of issuing traffic citations. Ensure the Oklahoma Highway Patrol insures, licenses, bonds, and approves the Officer for this work. Ensure the duty hours of the officer and vehicle match the Contractor's working hours.

The Contractor is responsible for providing the work schedule to OHP at least two weeks in advance of the work. The work schedule is subject to approval by the Engineer. However, the Engineer may, without advance notice, require the Contractor to provide OHP traffic surveillance immediately if it is in the safety and interest of the traveling public and workers present in the work zone.

880.05 METHOD OF MEASUREMENT *(Add the following:)*

Work performed by OHP will be measured by the hour that a manned patrol car is present in the vicinity of the construction work zone. Hours worked will include a maximum of one hour per patrol car per work period to allow for travel to and from the Officers' permanent duty station and the work site.

880.06 BASIS OF PAYMENT *(Add the following:)*

The Department will pay for the accepted measurement of traffic surveillance performed by OHP at the Contract unit price per the specified pay unit as follows:

Pay Item:	Pay Unit:
<u>(SP) TRAFFIC SURVEILLANCE, OHP (NON-BIDDABLE)</u>	<u>Hour</u>

Payment for *Traffic Surveillance (Non-Biddable)* is considered full compensation for providing access to the construction work zone, and furnishing all materials, equipment, labor, and incidentals to complete the work as specified. Any additional costs incurred for traffic surveillance will be included in other items bid in the Contract.

In addition, OHP will be paid for a maximum of one hour per patrol car per work period to allow for travel to and from the Officer's permanent duty station and the work site. This will be paid one time per work period as defined by the Contractor's agreement with the Engineer.

It is the intent of this Special Provision that the Contractor be reimbursed by the Department at a rate of \$77 per hour per patrol car per work period. The Contractor's final estimate will not be paid until the Contractor provides satisfactory evidence that OHP has been fully compensated.

DATE: May 13, 2010

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

CS000300 REQUIRED LABOR PROVISIONS SAP PROJECTS

1-1-81
REV. 5-20-91
REV. 10-14-96
REV. 9-1-97
REV. 8-21-07
REV. 6-23-08
REV. 6-19-09

State Aid Labor Provisions will govern on
this project.

The minimum wage required per hour for labor
employed on this project shall be as follows;

Unskilled Labor	\$7.25 Per Hour
Intermediate Labor	\$7.25 Per Hour
Skilled Labor	\$7.25 Per Hour

DATE: May 13, 2010

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

CS000350 SPECIAL LABOR PROVISIONS FOR PROJECTS FINANCED W/STATE FUNDS

10-27-97

These contract provisions shall apply to all work performed on the contract by the contractor.

These provisions are supplemental elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The Contractor shall pay not less than these rates.

The time books of the Contractor shall be open to the inspection of the Engineers at any time.

The wages of labor shall be paid promptly in legal tender of the United States, except that this condition will be considered satisfied in payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

DATE: May 8, 2017

OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

CS001600

SAMPLE MAINTENANCE BOND

04-17-17

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, a
corporation organized under the laws of the state of _____ and
authorized to transact business in the State of Oklahoma, as Surety,
are held and firmly bound unto the State of Oklahoma, in the penal sum
of _____
Dollars (\$ _____) in lawful money of the United States of
America, said sum being equal to the contract price, for the payment
of which, well and truly to be made, we bind ourselves and each
of us, our heirs, executors, administrators, trustees, successors,
and assignees, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 19 ____ The condition of this
obligation is such that:

WHEREAS, said Principal entered into a written Contract with the
State of Oklahoma, Department of Transportation,

dated _____, _____, for

SAMPLE

all in compliance with the plans and specifications, therefore, made
a part of said contract and on file in the office of the State of
Oklahoma, Department of Transportation, 200 N.E. 21st Street, Oklahoma
City, Oklahoma 73105.

Now, therefore, if said Principal for the period of one year
after project completion, shall maintain said projects against any
failure due to defective workmanship or materials, then this
obligation to be void, otherwise to remain in full force and effect.
It is further expressly agreed and understood by the parties
hereto that this bond is extended to cover the payment of all labor
and materials incurred in any maintenance or corrective work which
may be required under the contract aforesaid.

It is further expressly agreed and understood by the parties
hereto that no changes or alterations in said Contract and no
deviations from the plan or mode of procedure therein fixed shall have
the effect of releasing the surety from the obligations of this Bond.

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DATE: May 8, 2017

OKLAHOMA DEPARTMENT OF TRANSPORTATION
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04-17-17

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to the hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written. ATTEST: (Corporation)

PRINCIPAL (Surety Seal)

(SEAL) _____ By _____

Secretary of the Corporation. Individual-A Member of the Firm
Vice President

(Acknowledgment for Contractor)

Subscribed and sworn to before me _____

this ____ day of _____, _____ Surety

_____ By _____

Notary Public Its Attorney-in-Fact V. President

APPROVED: State of Oklahoma, Dept. Transportation

My Commission Expires _____

(NOTARY SEAL) By _____

Director-Oklahoma Dept. Transportation

DATE: January 02, 2013

OKLAHOMA DEPARTMENT OF TRANSPORTATION
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CZ002300 CONTRACT DISPUTE RESOLUTION PROCEDURE

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CONTRACT DISPUTE RESOLUTION PROCEDURE

Rev. 09-27-12

This Special Provision supplements and where in conflict supersedes the provisions of Sections 104.06, 105.18, 108.07, 109.04 and 109.10 of the 2009 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.

CONTRACT DISPUTE RESOLUTION PROCEDURE

SECTION 1.

(a) Contractors and Resident Engineers should use all reasonable efforts to reach accord as to changes and perceived changes in the nature and quantity of work to be performed. However, if the Contractor and the Resident Engineer cannot reach an immediate agreement which can be supported by a supplemental agreement under the contract or a change in plans, it will be the responsibility of the Contractor to initiate a claim. Claims must be initiated by providing oral notice of intent to file a claim followed, with written confirmation of the notice within seven(7) calendar days as provided in the Standard Specifications Section 104.06. The Contractor must provide written notice of intent to file a claim to the Resident Engineer identifying work which the Contractor believes is not covered by the contract before starting on the disputed work. If the Contractor believes that work in progress may, due to changed conditions, have become subject to a claim, the Contractor must submit his written notice of intent to file a claim before continuing with the affected work. The submission of a notice of intent to file a claim by a contractor in accordance with the Standard Specification Section 104.06 is a mandatory prerequisite for the consideration by the Department of any claim submitted under the terms of this contract. Failure to provide the required notice of intent to file a claim shall constitute a waiver of the claim. It is a condition precedent to any recovery on a claim under this Contract, that the Contractor must provide a written notice of intent to file a claim to the Resident Engineer pursuant to this Section 1.

(b) The claim must be submitted in the form required by Section 105.18 within ninety (90) calendar days of completion of the disputed or affected work. Failure to submit the claim within ninety (90) calendar

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days will preclude recovery of extra compensation or award of additional time for the disputed or affected work.

(c) The claim will be complete and will contain all of the information and the certification required by Section 105.18 when submitted. Requests for additional compensation will be documented as required by Section 109.04. Only those items listed in Section 109.04 will be considered as compensable for disputed or affected work. Requests for extension of contract time for completion of disputed or affected work will be considered in accordance with Section 108.07. Requests for extension of contract time must be supported by a critical path method (CPM) schedules prepared in accordance with the Standard Specification Section 108.03(b) reflecting both the planned construction schedule and the actual sequence of the construction. Compensation for delays caused by disputed or affected work will be paid only for those items listed in Section 109.10.

(d) The Resident Engineer will review and respond to the claim pursuant to the provisions of Section 105.18(D). Time for claims review by the Resident Engineer as specified in Section 105.18 will begin upon receipt of the claim by the Resident Engineer and determination by the Resident Engineer that the claim is complete. A claim is complete when the claim contains all information specified by Section 105.18 and such additional supporting information or documents as the Resident Engineer may deem necessary for proper evaluation of a specific claim. If the Resident Engineer requires additional information or documentation, the Contractor shall have fifteen (15) calendar days from the date of the Resident Engineer's request to provide the required information or documentation. Failure to provide requested information or documentation within the specific time will preclude recovery of extra compensation or award of additional time for the disputed or affected work. It is specifically agreed by the parties herein that, as a condition precedent to appeal the denial of a Contractor's claim to the Director of Operations, the Resident Engineer must deny the Contractor's claim in whole or in part pursuant to, and in compliance with, the provisions of this Section 1.

SECTION 2.

(a) In the event that a Contractor's claim is denied in whole or in part by the Resident Engineer, the Contractor may appeal this denial to the Director of Operations by:

1. Forwarding a copy of his claim in person or by certified mail with all supporting documents, the written response of the Resident Engineer if any, or a statement by the Contractor that no written response was issued by the Resident Engineer pursuant to Section 105.18(D), and any written agreement concerning the claim.

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2. Submit a statement setting forth in detail the grounds upon which the Contractor appeals the Resident Engineer's decision.
3. The appeal must be submitted to the Director of Operations within thirty (30)calendar days of the denial of the claim. If the appeal is not submitted within this time frame, the decision of the Resident Engineer shall become final and binding.
4. It is a condition precedent to any recovery on a written appeal of any denial of a Contractor's claim under this Contract, that the Contractor must provide a written appeal to the Director of Operations at the Department of Transportation at 200 NE 21st St., Oklahoma City, OK 73105-3204

(b) Upon receipt of the appeal and all documents set forth in Subsection (a) of this section, the Director of Operations shall review the Contractor's claim and determine if additional documentation, information, or other factual data are required to make a final decision on the Contractor's claim. If additional information is required, the Director of Operations shall, within thirty (30) calendar days, notify the Contractor in writing stating what additional information is required. The Contractor shall thereafter have fifteen (15) calendar days to provide the requested information unless otherwise agreed in writing. Failure to provide the requested information within the time provided shall void any claims dependent upon such additional information and shall result in the decision of the Resident Engineer becoming final and binding as to all matters for which additional information was requested. Within forty-five (45) calendar days of receipt of the requested additional information, or if additional information is not requested within forty-five (45) calendar days of the receipt of the appeal, the Director of Operations may dispose of the claim by change order or supplemental agreement in accordance with Section 104.04 of the Standard Specifications. If no agreement is executed between the Department and the Contractor within that forty-five (45) calendar days, the Director of Operations within five (5) calendar days thereafter shall issue his decision on each item of the Contractor's appeal. The decision shall state, as to each item of the appeal, whether the item is approved in whole or in part, or disapproved. If all or part of an item is disapproved, the Director of Operations shall cite his basis for disapproval. The Director of Operations' decision shall be mailed to the Contractor by certified mail. In the event that the Director of Operations shall fail to issue his decision in the time provided in this section and any extensions agreed to in writing by the Department and the Contractor, the claim shall be deemed denied as to any matter not previously agreed to in writing and the Contractor may proceed with his claim as set forth in Section 3 to mediate the claim dispute or the Contractor will forfeit any further

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OKLAHOMA DEPARTMENT OF TRANSPORTATION
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right to pursue the claim in any forum. It is specifically agreed by the parties herein that, as a condition precedent to mediating a Contractor's claim, the Contractor's appeal must be denied in whole or in part by the Director of Operations pursuant to, and in compliance with, the provisions of this Section 2.

SECTION 3.

(a) If the Contractor is dissatisfied with the final decision of the Director of Operations, the Contractor must request mediation of his claim in accordance with the most current Edition of the Construction Industry Mediation Rules of the American Arbitration Association, as such rules are herein modified. The request for mediation shall be made within forty-five (45) calendar days of the date of the Director of Operations' final decision or denial of the claim pursuant to the provisions of Section 2.

(b) The Construction Industry Mediation Rules of the American Arbitration Association as applicable to Contractor's claims resulting from contracts with the Department are modified and amended to provide that the mediation shall be held at the Department of Transportation Building in Oklahoma City, Oklahoma, or at any other convenient location agreeable to the mediator and the parties.

(c) Mediation may be continued as required to promote optimum utilization and success with this dispute resolution procedure. If mediation is considered at an impasse by the mediator, the mediator may terminate mediation as provided by the Mediation Rules. It is specifically agreed by the parties herein that, as a condition precedent to filing any legal action in the District Court of the State of Oklahoma, the Contractor's claim must be mediated pursuant to this Section 3, and the mediation must have been terminated under the Mediation Rules without a settlement agreement of the parties.

SECTION 4.

(a) If mediation is unsuccessful and the Contractor desires to further pursue resolution of a disputed claim, the Contractor may seek relief by filing an action in district court within ninety (90) days of the termination of mediation as provided by the laws of the State of Oklahoma. In all such instances, only those claims which have been presented for consideration in accordance with the Standard Specifications and the dispute resolution procedure provided in these special provisions may be the subject of an action in district court. In all such actions, venue shall be the District Court in Oklahoma County. It is specifically agreed by the parties to this contract that, as an exception to 12 O.S. Section 936, actions brought under this contract shall not be subject to the award of costs or attorney's fees to the prevailing party. It is specifically agreed by the parties that,

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as a condition precedent to the filing of any Contractor claim, counterclaim, third-party claim or set off, and any recovery thereon in a legal action in district court, such Contractor claim, counterclaim, third-party claim or set off must have been included as part or all of the Contractor's claim presented pursuant to Sections 1, 2, and 3 of this Contract Dispute Resolution Procedure or it will be waived by the Contractor in any further action.

(b) The Department and the Contractor may agree to jointly petition for any action to be referred for binding arbitration by order of the district court. As a part of any joint petition for binding arbitration, the parties shall stipulate that such arbitration shall be conducted under the most current Edition of Construction Industry Arbitration Rules of the American Arbitration Association and that such rules shall be modified and amended as follows:

1. Hearings shall be held at the Department of Transportation building in Oklahoma City, Oklahoma, except as may be otherwise agreed by the arbitrator and the parties.
2. Except as mutually agreed by the parties, the dispute shall be heard and determined by one neutral arbitrator.
3. The arbitrator shall not award interest, costs of the prosecution, or defense of the claim, or attorney fees.
4. The decision or award by the arbitrator when made shall be final and non-appealable except as provided in the Uniform Arbitration Act, 12 OS Section 1851 et seq. Both the Contractor and the Department of Transportation shall be bound by the arbitration award for all purposes, and judgment may be entered upon it in accordance with applicable law.

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DATE: May 13, 2010

OKLAHOMA DEPARTMENT OF TRANSPORTATION
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CZ002850

NO.2 PROPOSAL SHEET

Jan., 1962
Rev. October 1986
Rev. January 1988

The undersigned, as bidder, declares under oath that the only person or parties interested in the foregoing proposal as principals are those named herein: that this proposal is made without either, directly or indirectly, entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection therewith; that the undersigned has no financial interest in, or other affiliations in a business way with any other bidder for the contract on this project; that careful examination of the form of contract, instructions to bidders, profiles, grades, specifications, and the plans has been made, and that careful examination of the locations, conditions and classes of materials of the proposed work has been made; and the undersigned agrees to provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer, at the unit price as above set forth.

It is understood that in case of any discrepancy between the plans, general specifications and the special provisions, the plans will govern over Standard Specifications and Supplemental Specifications; Supplemental Specifications will govern over Standard Specifications; Special Provisions will govern over Standard Specifications, Supplemental Specifications and plans.

The undersigned further proposes to enter into the contract and furnish satisfactory bond to the Department of Transportation within ten days of award to the undersigned; to commence work as directed by the work order from the Construction Engineer; and to complete the entire work within the allotted contract time after work is authorized. The time limit and other limiting conditions herein set forth are hereby accepted and if such requirements are changed by bidder, it is understood that such change will invalidate this bid.

In considering award of contract the Oklahoma Transportation Commission may require a schedule of equipment the bidder proposes to use on this project and a schedule showing progress to be made during construction.

Attached is a Certified or Cashier's Check or Bid Bond equal to five percent (5%) of the bid made payable to the Oklahoma Department of Transportation as a guarantee of good faith and which if the contract is awarded to the undersigned, it is agreed will be forfeited as liquidate damages to the State of Oklahoma in the event of failure of the undersigned to enter into contract and furnish satisfactory bond to the Department of Transportation within ten days after award.

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CZ002975 * BIDDER'S AFFIDAVIT - STATEMENT UNDER PENALTY
BID PROPOSAL AFFIDAVIT
STATEMENT UNDER PENALTY OF PERJURY OF PERJURY
09/29/11

I _____, as the prospective participant or as the authorized agent of _____ the Firm, Association or Corporation submitting this bid, and with full knowledge and authority, do hereby make and sign this unsworn statement under penalty of perjury:

A. I have read and agree to be bound by the provisions of Special Provisions Text CZ002300, Special Provisions For Contract Dispute Resolution which provides a required succession of actions for contract dispute resolution which is incorporated with this bid and made a part of this bid proposal.

B. I have read and agree to comply with and be bound by the provisions of Special Provisions Text 109-8(a-b)09, Special Provisions For Payments To Subcontractors, to which requires prompt payment for services or materials provided by subcontractors, service companies or material suppliers which is incorporated with this bid and made a part of this bid proposal. (49 CFR 26.29)

C. I understand that the provisions of FHWA Form 1273 are incorporated by reference into this agreement and that all subcontracts which may be entered into for the purposes of performing work required in this bid shall be subject to the provisions of FHWA Form 1273 shall have FHWA Form 1273 incorporated therein.

D. I state under penalty of perjury that neither I nor any owner, officer or employee of the above named firm, association or corporation I represent, have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the bid submitted herewith. (23 CFR 635.112)

E. I hereby make the following disclosures concerning business relationships:

1. As the prospective participant or as the authorized agent of the above named firm, association or corporation, I am authorized to submit this bid. As the maker of this unsworn statement, I hereby disclose the nature and existence of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, consulting engineer, or other party to the project, or any of their employees is as follows: _____

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2. That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the above named company, and any officer or director of the architectural or engineering firm, or other party to the project is as follows: _____

3. That the names of all persons having any such business relationship and the positions they hold with their respective companies or firms are as follows: _____

(If none of the business relationships herein above mentioned exist, maker of this unsworn statement should so state by entering the word NONE after each statement.(61 O.S. Section 108))

F. For purposes of submission of this competitive bid, I certify:

1. I am the duly authorized agent of the above named firm, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the fact pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in a restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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4. I certify, if awarded the contract, whether competitively bid or not, neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.(74 O.S. Section 85.22)

G. I certify that neither I nor any owner, officer or other principal of the firm, organization or corporation submitting this bid;

1. Are presently excluded or disqualified;

2. Are presently indicted for or otherwise criminally charged by a governmental entity, (Federal, State or local) with commission of, or have been convicted or subject to civil judgment within the past three (3) years for, any of the following offenses:

a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

b. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects my present responsibility;

3. Have had one or more public transactions, (Federal, State or local), terminated within the preceding three (3) years for cause or default.(49 CFR 29.335)

H. I understand that if the project which is subject to this bid proposal is financed in whole or part by federally furnished funds, that if I or the firm, association or corporation I represent or any owner, officer, employee or agent thereof knowingly makes a false statement, representation, report or claim as to the character, quality, quantity or cost of materials used or to be used, the quantity or quality of work performed or to be performed, or make any false statement or representation as to a material fact in any statement, certificate or report, that I, other responsible individual, or the firm, association or corporation I represent, may be subject to prosecution under the laws of the United States. (18 USC Sections 1001, 1020)

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Date and Place

Name of Contractor as shown on
Prequalification Application

Signature of Prospective Participant

Printed name of Prospective Participant

The Maker of this Statement's title or
position with Prequalified Contractor

UNSWORN STATEMENT UNDER PENALTY OF PERJURY INFORMATION:

By affixing his/her signature to this unsworn statement, the bidder understands that he/she is under penalty of perjury and is fully bound thereby.

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