

3. BIDDERS TO EXAMINE PLANS. Bidders are requested to carefully examine all plans and specifications, special provisions etc., and also to familiarize themselves with the location and prices of all materials, the site of the proposed work, etc., before submitting their proposals.

4. STATE AND LOCAL LAWS. Bidders attention is hereby called to the necessity of being familiar with all laws pertaining to public works, and Contractor's liability in connection therewith.

5. EXPLANATION OF PROPOSAL FORMS. The proposal forms which the bidders are required to properly fill out, show approximate quantities of all classes of construction contemplated. Bidders are required to fill in their proposals in both words and figures. Alterations, erasures, and interlineations are expressly forbidden, and the bidder is required to sign the proposal in ink, showing state, County and City in which individual, firm or corporation maintains headquarters.

6. CERTIFIED CHECK. Bidders proposal is to be accompanied with a certified check in an amount equal to approximately Ten Percent (10%) of the amount of his proposal based upon the quantities shown in the Engineers estimate. Such certified check shall be certified to an Oklahoma Bank, and made payable to "COUNTY CLERK" of Tulsa County, Oklahoma. In case bidders proposal is not accepted, such certified check shall be returned to him. In case of the acceptance of the bidders proposal, such certified check shall be held by the Board of County Commissioners, until the bidder has filed the necessary Bond as required by law, and entered into a contract with Tulsa County for the performance of the work which his proposal is intended to cover, and in the event such contract and bond is not entered into within twenty (20) days from the notice of the acceptance of his proposal, then and in that event, such certified check shall be forfeited to Tulsa County, not as a penalty but as liquidated damages due the County for failure to carry out the terms of his proposal.

7. DELIVERY OF PROPOSAL. Proposals shall be delivered sealed and addressed to the Board of County Commissioners, Tulsa County, Oklahoma, prior to the time set out in the published notice to the contractors for the opening of the proposals, to the County Clerk of Tulsa County. Delivery may be made by mail or in person. When proposals are sent by mail, the same shall be registered mail.

8. WITHDRAWAL OF PROPOSALS. In event any bidder should desire to withdraw his proposal, he shall be required to file a written request not later than the day previous to the opening of proposals, in which case his proposal will be returned to him. Such request for withdrawal of proposal to be addressed to the Board of County Commissioners and Delivered to the "County Clerk".

9. OPENING OF PROPOSALS. All proposals will be publicly opened by the Board of County Commissioners, and read at the place, date and hour, as set out in the published notice to the contractors. All bidders are invited to be present at the time such proposals are opened.

10. DISQUALIFICATION. No bidder will be permitted to submit more than one proposal. Any attempt, or evidence of collusion by and between bidders will disqualify such bidders from further participation. Evidence of failure to carry out previous contracts, or evidence of lack of capital, or inexperience in such classes of work as herein contemplated will be sufficient reason for the "Commissioners" to refuse to consider proposal of such party.

11. RIGHT TO REJECT. The right is hereby expressly reserved by the Board of Commissioners, to reject any or all proposals and to waive technicalities in the awarding of the contract.

12. AWARD OF CONTRACT. As soon as the Board of County Commissioners have had sufficient time to tabulate all proposals and have decided upon the best and most advantageous bid, they will notify the successful bidder of their intention to accept his proposal, which notice will not be given more than ten (10) days from the date of the opening of the proposals, and of their readiness to enter into the contract on the basis of such proposal and such contract shall be entered into within twenty (20) days from the notice of the acceptance of the proposal.

13. CONTRACT BOND REQUIRED. The contractor is required to file a good and sufficient surety bond in an amount equal to or approximately equal to the total contract price made to "Tulsa County, Oklahoma", and conditioned upon the faithful performance of all the work embraced in the annexed contract, and in accordance with the plans, specifications etc., and for the further purpose of indemnifying Tulsa County against all claims for unpaid labor, material, etc., such bond to be made by the Contractor as principal, and some surety company authorized to do business in the state of Oklahoma as Surety.

14. Sub-LETTING CONTRACT. No subletting of contracts will be permitted by the Board of Commissioners without the contractor first making application to the commissioners, setting out in detail the nature of the work he so desires to sublet, and to whom. After the same has been thoroughly investigated by the commissioners, they may, in their discretion grant such application. No subletting of contracts will in any way relieve the Contractor of the slightest responsibility for failure of the subcontractor to properly carry out the work subcontracted.

GENERAL PROVISIONS.

15. SCOPE OF THE WORK. The contractor shall perform all the work and furnish all the labor, as well as all material and equipment, in accordance with the plans, specifications and instructions of the Engineer and contract. The Contractor shall not deviate in any way from the plans, specifications or contract, without authority from the engineer or Board of County Commissioners, and any such changes must be made in writing.