

STATE OF LOUISIANA

US 90 (I-49 SOUTH)
ALBERTSON'S PARKWAY TO
AMBASSADOR CAFFERY
DESIGN-BUILD PROJECT

LAFAYETTE PARISH

STATE PROJECT NO. H.010620
FEDERAL AID PROJECT NO. H010620

REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS

DB SECTION 108
PROSECUTION AND PROGRESS



DB SECTION 108

PROSECUTION AND PROGRESS

DB 108-1 SUBCONTRACTING OR ASSIGNING THE CONTRACT

At the pre-work conference, the Design-Builder shall submit a list of intended Subcontractors and Material suppliers for Approval. In addition, the Design-Builder shall update the list of Subcontractors and Material suppliers as the Work progresses so that the LA DOTD will have, at all times, a current and accurate list of Subcontractors along with the Work that they perform and Material suppliers along with the Material that they supply. The required forms for the submission of Subcontractor information will be supplied by the LA DOTD.

All subcontracts must be in writing and must contain all applicable provisions of the Contract Documents and all federal and state laws and regulations. All Subcontractors performing Work on the Project must be appropriately licensed with the Louisiana State Licensing Board for Contractors and/or the Louisiana Professional Engineering and Land Surveying Board (LAPELS), as appropriate.

The Design-Builder shall allow the LA DOTD access to all subcontracts at all tiers and records regarding the subcontracts and shall provide copies of said subcontracts to the LA DOTD within ten Working Days of the LA DOTD's request for a subcontract. No Subcontractor will Work on this Project while on the LA DOTD's disqualified contractors' list.

The intent of this DB Section 108-1 will not be circumvented by the Design-Builder by placing a Subcontractor's employees directly on the Design-Builder's payroll. If a person or group of people generally operated as an independent contractor, the LA DOTD will treat them as independent contractors for purposes of this DB Section 108-1.

The Design-Builder's and its Surety's liability under this Contract and the bonds will not be waived or in any way diminished by subcontracting or other assignment of interest under the Contract.

DB 108-2 START AND PROGRESS OF WORK

DB 108-2.1 Baseline Progress Schedule

The Design-Builder shall prepare and submit to the Department's Project Manager for Approval a Baseline Progress Schedule as per Appendix 108B – Baseline Progress Schedule. The Baseline Progress Schedule must show the order in which the Design-Builder proposes to carry on the Work, the date on which it will start the major items of Work (including, but not limited to, excavation, drainage, paving, structures, mobilization, soil erosion, and sediment control) and the critical features (including, procurement of Materials, plant, and Equipment) and the contemplated dates for completing the same. The schedule must be in a suitable scale to indicate graphically the total percentage of Work scheduled to be completed at any time. The LA DOTD requires that the Baseline Progress Schedule, at a minimum, include the following items:

- A) Major work items and activities to be performed;
- B) Seasonal weather limitations;

Louisiana Department of Transportation and Development

- C) A time and money curve; and
- D) Phase duration or Progress Check Point events, if applicable.

The Baseline Progress Schedule and all subsequent monthly updates must be certified by the Design-Builder's Quality Manager and signed and sealed by a Louisiana-licensed Professional Engineer. The certification must state the following:

“The Baseline Progress Schedule hereby submitted correctly represents the Design-Builder's planned and actual progress as of the date of the schedule and contains none of the following:

- 1) Excessive leads or lags;
- 2) Assigned constraints, except those specified in the Contract Documents;
- 3) Multiple calendars; or
- 4) Retained logic.”

The purpose of this scheduling requirement is to ensure adequate planning and execution of the Work and to evaluate the progress of the Work. Approval by the LA DOTD regarding the Baseline Progress Schedule will not be construed to imply approval of any particular method or sequence of construction or to relieve the Design-Builder of providing sufficient Material, Equipment, and labor to guarantee completion of the Project in accordance with the Contract Documents. Approval regarding the Baseline Progress Schedule will not be construed to modify or amend the Contract or the date of completion therein.

At the end of each payment estimate period, or at such additional intervals as directed by the Department's Project Manager, the Design-Builder shall do the following:

- a) Adjust the schedule to reflect any changes in the Contract Work, Contract Time, or both;
- b) Enter on the time-price curve the cumulative total percentage of Work actually in place; and
- c) Submit three copies of the adjusted schedule to the Department's Project Manager for Approval.

If, in the opinion of the Department's Project Manager, the specified Work falls behind the Baseline Progress Schedule, the Design-Builder shall take such actions as are necessary to improve its progress. If the Design-Builder is behind schedule any month, it must indicate what measures it will take in the next 30 Calendar Days to put the Work back on schedule so as to meet the Contract's completion date. The Design-Builder shall not be entitled to any additional compensation unless provided for in other provisions of the Contract on account of the requirement to put the Work back on schedule. In preparing the revised Baseline Progress Schedule, the Design-Builder shall consider increasing its Work force, construction plant and Equipment, or number of Work shifts. If the Department's Project Manager does not Approve the proposed Baseline Progress Schedule revision, he will require the Design-Builder to submit a new revision.

The Baseline Progress Schedule and updates must be submitted by the Design-Builder as a part of the weekly progress meetings and will be reviewed by the LA DOTD for Approval at least monthly.

The Design-Builder shall employ and supply a sufficient force of workers, Materials, and Equipment and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Baseline Progress Schedule to prevent Work stoppage and ensure completion of the Project within the Contract Time. Any additional or unanticipated costs or expense required to maintain the schedule will be solely the Design-Builder's obligation and must not be charged to the LA DOTD unless provided for in other provisions of the Contract.

The Design-Builder shall also furnish weekly Work schedules indicating the number of personnel, kind of Equipment, and location and nature of the Work to be performed.

DB 108-2.2 Failure to Submit Baseline Progress Schedule or Update

If the Design-Builder fails to submit a Baseline Progress Schedule or any revision or update when required, the Department's Project Manager will suspend payment for Price Center 1 (PC1) per DB Section 109-4.2.

DB 108-2.3 Monthly Progress Reports

The Design-Builder shall submit a monthly progress report with each payment request, consisting of the following:

- A) A progress narrative;
- B) Quality certifications;
- C) A safety report, using Form SAF (DB Section 107-5 and Appendix 108A);
- D) A security report (DB Section 107-6.3);
- E) A monthly Baseline Progress Schedule update for Approval by the Department's Project Manager (DB Section 108-2.1 and Appendix 108B);
- F) A Change Order status report;
- G) A monthly subcontract report;
- H) Quantity calculations (DB Sections 109-2.6 and 109-5.2);
- I) An updated Contract Submittals List (CSL);
- J) A summary of hazardous and contaminated substance activities;
- K) Project photographs; and
- L) A statement of Materials and labor used.

DB 108-2.3.1 Progress Narrative

The Design-Builder shall prepare and submit a monthly progress narrative. The progress narrative must summarize the following information:

- A) Activity and progress for the Contract, including design and construction and identification of the start and completion dates of Work on any Price Centers (PC);
- B) Achievement of any Progress Check Points;
- C) Quality Control efforts, including results of any Design Reviews and/or quality audits;

- D) Problems/issues that arose during the period and remaining problems/issues to be resolved;
- E) Resolution of problems/issues raised in previous progress reports or resolved during the period;
- F) Critical schedule issues and proposed resolutions, proposal of actions planned to correct any negative float or other schedule slippage, and explanation of potential delays and/or problems and their estimated impact on performance and the completion of the Work; and
- G) Issues which may need the Department's Project Manager's attention or action for the next month, including Design Reviews.

DB 108-2.3.2 Quality Certifications

The Design-Builder shall submit monthly a certificate signed by the Quality Manager certifying the following for the previous month:

- A) That all Work, including that of the Designer and all other designers, Subcontractors at all tiers, suppliers, and fabricators has been checked and/or inspected by the Design-Builder's QC staff and that all Work, except as specifically noted in the certification, conforms to the requirements of the Contract; and
- B) That the Design-Builder's Quality Plan and all measures and procedures provided therein are functioning properly and are being followed, except as specifically noted in the certification.

DB 108-2.3.3 Change Order Status Report

The Design-Builder shall provide a report of outstanding Change Order requests containing the following:

- A) The Design-Builder's and Louisiana Department of Transportation and Development's Change Order identification numbers and/or coding;
- B) The issue title;
- C) A brief description of the change;
- D) Any outstanding issues to be resolved;
- E) The estimated cost and time implications; and
- F) The projected resolution date.

DB 108-2.3.4 Subcontract Report

As part of the monthly progress report, the Design-Builder shall submit a subcontract report providing the LA DOTD with an updated list of Subcontractors (design and construction, at all tiers, including labor only). The location where the Subcontractors worked must be shown.

The Design-Builder shall also report the results of all procurements completed in the previous month, including those procured competitively and by other means. The Design-Builder shall indicate the type of Work or product procured and size of the procurement (in dollars), the names of firms competing for the subcontract, and the name of the successful Subcontractor.

The report must indicate the total number of Subcontractors and the total dollar value of all subcontracts awarded to date.

The report must indicate, for each subcontract, the following:

- A) The original subcontract amount;
- B) The value of any modifications to date; and
- C) Payments made to date.

DB 108-2.3.5 Contract Submittals List

Within 30 Calendar Days of Notice to Proceed (NTP), the Design-Builder shall prepare and submit to the Department's Project Manager a Contract Submittals List (CSL) covering all submittals required during the first six months of the Contract. Thereafter, the Design-Builder shall submit monthly updates to the CSL with the Monthly Progress Report (DB Section 108-2.3(I)). The updated CSL must show the record of submittals made to date and show the submittals due over the next three month period.

DB 108-3 KEY PERSONNEL

The Design-Builder's key personnel are as follows:

- A) Principal-in-Charge;
- B) Project Manager;
- C) Design Manager;
- D) Construction Manager; and
- E) All positions listed in Appendix 108C – Key Personnel Qualifications and Requirements. The Design-Builder shall provide personnel that meet the minimum requirements specified in Appendix 108C – Key Personnel Qualifications and Requirements, for the positions listed therein.

The Design-Builder's Project Manager must be the Design-Builder's representative and single point of contact.

The Department's Project Manager may designate other positions as key personnel, however, the key personnel specifically identified in this DB Section 108-3 and in Appendix 108C – Key Personnel Qualifications and Requirements must continue for the duration of the Project, unless specifically agreed to by the Department's Project Manager.

Key personnel must be located in the Project vicinity for the duration of the Contract, unless specifically agreed to by the Department's Project Manager. What constitutes the "Project vicinity" will be in the sole determination of the Department's Project Manager.

DB 108-3.1 Directory

Within 15 Working Days after NTP, the Design-Builder shall submit to the Department's Project Manager a directory and organizational chart showing all of its key personnel. The directory must be updated throughout the Contract as changes occur. The directory must include the names, titles, areas of

responsibility, office address and location, office telephone and facsimile numbers, E-mail address, and cellular and/or pager numbers of key personnel and the Design-Builder's construction superintendents. The Design-Builder shall provide information sufficient for the LA DOTD to contact any of the key personnel on a 24 hour basis for the duration of the Contract.

The Department's Project Manager will provide a directory of the LA DOTD's Project staff to the Design-Builder.

DB 108-3.2 Temporary Absence of Key Personnel

If any of the key personnel plans to be absent from the site for more than 48 hours, the Design-Builder shall inform the Department's Project Manager in writing seven Calendar Days in advance of an "acting" to represent the absent key personnel.

DB 108-3.3 Changes in Key Personnel

The Design-Builder shall assign the key personnel identified in the Design-Builder's Proposal to this Project. The Design-Builder shall submit the names and qualifications of proposed replacement key personnel to the Department's Project Manager 30 Calendar Days in advance of any replacement of any key personnel. The Department's Project Manager will have the authority to either reject or approve any proposed replacement key personnel in his sole discretion.

The Design-Builder shall change key personnel only upon receipt of a written consent from the Department's Project Manager. The Department's Project Manager may require written justification from the Design-Builder explaining the replacement of any key personnel.

DB 108-4 LIMITATION OF OPERATIONS

The Design-Builder shall conduct the Work in such manner and sequence to assure the least interference with traffic. The Design-Builder shall have due regard to the location of detours, lane closure restrictions and provisions for handling traffic. The Design-Builder shall not begin new Work to the prejudice of Work already started. The Department's Project Manager may require the Design-Builder to finish a section on which Work is in progress before starting on additional sections if the finishing of such Section is essential to public convenience and safety.

DB 108-5 LABOR, METHODS, AND EQUIPMENT

The Design-Builder shall employ sufficient labor and Equipment to prosecute the Work to completion in accordance with the Contract.

Workers must have sufficient skill and experience to properly perform the Work.

Any representative of the Design-Builder who, in the sole opinion of the Department's Project Manager, does not perform in a skillful manner or is disorderly must be, upon request of the Department's Project Manager, immediately removed by the Design-Builder. A person removed must not return to the Work. If the Design-Builder fails to remove such a person or fails to furnish suitable and sufficient personnel to properly prosecute the Work, the Department's Project Manager has the authority to suspend any or all of the Work by written notice without incurring any cost to the LA DOTD.

Equipment proposed for use in the Work must be of sufficient size and in such mechanical condition as to meet requirements of the Work and produce a satisfactory quality of Work. No damage to the Roadway, adjacent property, or other Highways will result from the use of Equipment.

When methods and Equipment are not specified, the Design-Builder may use any methods or Equipment that will accomplish the Work in conformity with the Contract.

The Design-Builder may request permission to use a method or type of Equipment other than specified in the Contract. The request must be in writing and must include a description of the methods and Equipment proposed and the reasons for requesting the change. If Approval is given, it will be on the condition that the Design-Builder will be responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or Equipment, the Department's Project Manager determines that the Work produced does not meet Contract requirements, the Design-Builder shall discontinue use of the substituted method or Equipment and shall complete the Work with the specified methods and Equipment. The Design-Builder shall remove the deficient Work and replace it with Work of specified quality or take other corrective action as directed. No change will be made in payment or in contract time as a result of authorizing a change in methods or Equipment. The Department's Project Manager's right to determine that the Work produced does not meet Contract requirements may be given at any time and will not be prejudiced by the fact that the Design-Builder has conducted any measure of Work using the substituted methods or Equipment.

DB 108-6 EXTENSION OF TIME

If a Project has been under partial or full suspension, upon lifting of the suspension, the Department's Project Manager will furnish the Design-Builder a statement showing the number of Calendar Days charged during the partial or full suspension period and will identify the Calendar Days remaining in the Contract. The Design-Builder will be allowed one week after receipt of the statement in which to file a written protest identifying in what respect the statement is incorrect, otherwise the statement will be deemed to have been accepted by the Design-Builder as correct. Only by mutual written agreement will the Final Acceptance deadline be extended or amended except when the LA DOTD orders Extra Work.

If the Design-Builder finds it impossible for reasons beyond its control to complete the Work within the Contract Time as specified or as extended in accordance with the provisions of this DB Section 108-6, the Design-Builder may, at any time prior to the expiration of the Contract Time as extended, make a written request to the Department's Project Manager for an extension of time setting forth therein the reasons which the Design-Builder believes will justify the granting of the request. The Design-Builder's plea that insufficient time was specified is not a valid reason for an extension of time. If the Department's Project Manager finds that the Work was delayed because of conditions beyond the control and without the fault of the Design-Builder or its Subcontractors or suppliers, at the sole discretion of the Department's Project Manager, the Department's Project Manager may extend the Contract Time in such amount as the conditions justify.

An extension will be granted for the time required to restore the Work to its original state where damage to the Work occurred from causes beyond the control of the Design-Builder or its Subcontractors or suppliers. The extended Contract Time will then be in full force and effect the same as though it were the original Contract Time.

If the Department's Project Manager determines that the Extra Work does not impact the Critical Path of the Project, the additional time will be addressed in accordance with this DB Section 108-6. In all cases

where Extra Work necessitates the extension of time, the extension must be negotiated and addressed in the Change Order for the Extra Work.

DB 108-7 OPEN TO TRAFFIC

Whenever all of the Project is in final configuration and suitable condition for travel, it may be designated as "Open to Traffic" prior to completion of the Work, and shall be opened to traffic upon the approval of the Department's Project Manager. Prior to being designated "Open to Traffic," at a minimum the Project's surfacing material and shoulders, guardrails, signs, and other appurtenances must be completed. Designation of the Project as "Open to Traffic" shall not constitute Final Acceptance of the Project or any part of it, or a waiver of any of the provisions of the Contract.

Whenever the Project is designated as "Open to Traffic," the Design-Builder shall conduct the remainder of Work under the Contract so as to cause the least obstruction to traffic and in a timely manner. Provision for the safety of traffic shall be made as required under the Contract.

DB 108-8 FAILURE TO COMPLETE ON TIME

Time is of the essence for this Contract.

For each Calendar Day that the Work remains uncompleted after the Final Acceptance date, as set forth in Article 4.0 of the Contract Documents, Part 1 - Design-Build Agreement, the sum specified in this Section 108-8 will be deducted from payments for the Work, not as penalty but as stipulated damages. The Design-Builder will automatically be subject to stipulated damages by the Final Acceptance date on the Project and the Design-Builder hereby waives any requirement of written notice of default for failure to attain Final Acceptance of Project by the Final Acceptance date. The amount of stipulated damages will be deducted from payments for the Work under the Contract. The Design-Builder and the Surety will be liable for stipulated damages in excess of amounts due the Design-Builder under the Contract. Any stipulated damages may be collected by the LA DOTD under the retainage or performance bond held by the Surety for this Project or through any other remedy available to the LA DOTD by law. Failure on the part of the LA DOTD to deduct stipulated damages from payment for the Work under the Contract will not be a waiver of the rights of the LA DOTD to collect stipulated damages.

DB 108-8.1 Design-Builder's Stipulated Damages

Stipulated damages for failure to open to traffic and the failure to achieve Final Acceptance will not be assessed simultaneously.

Unless the entire Project is open to traffic, the charge of \$10,000.00 will be made for each Calendar Day that the Work remains uncompleted after the Final Acceptance date.

When the entire Project is open to traffic, the charge of \$1,500.00 will be made for each Calendar Day that the Work remains uncompleted after the Final Acceptance date.

DB 108-8.2 Department's Stipulated Damages

For each Calendar Day that the LA DOTD fails to deliver final environmental approval beyond 45 Calendar Days from NTP, the Design-Builder may make a claim for sum specified in this Section 108-8.2, which may be paid by the LA DOTD not as a penalty but as stipulated damages.

Based on the amount of the original Contract, the charge of \$4,000.00 will be made for each Calendar Day after the date identified by the LA DOTD, above, as the date by which the final environmental approval will be obtained. The amount of the stipulated damages for failure of the LA DOTD to obtain the final environmental approval as specified in this DB Section 108-8.2 will serve as full satisfaction for any damages claimed by the Design-Builder for such failure on the part of the LA DOTD, and will not be subject to additional claims or damages by the Design-Builder for any delays related to such failure by the LA DOTD.

DB 108-9 DEFAULT AND TERMINATION OF CONTRACT

The Design-Builder will be in default if any of the following occur:

- A) Failure to complete the Project by the Final Acceptance date;
- B) The Design-Builder becomes insolvent or a petition is filed in the Bankruptcy Courts of the US under Chapters 7 or 13 of the Bankruptcy Code naming the Design-Builder as debtor or conversion of a proceeding or petition from Chapter 11 to Chapter 7 or 13 of the Bankruptcy Code or seeks a forced respite under the laws of this state or similar debtor protection by courts of other states;
- C) Allowance of any final judgment to stand unsatisfied for a period of 14 Calendar Days;
- D) Assignment or arrangement for performance by others of all or part of the performance of the Contract, other than by subcontracting pursuant to DB Section 108-1, without written approval and consent in advance of the LA DOTD and the Surety in the case of an assignment of the entire Contract, and an assignment of Contract proceeds for the benefit of one or more creditors other than pursuant to a security interest in accordance with Louisiana Revised Statutes 10:9-101, et seq., without prior written approval and consent of the LA DOTD. Any such purported assignment will not be honored without evidence of compliance with this DB Section 108-8(D);
- E) Discontinuation of the prosecution of the Work;
- F) Failure to perform with sufficient workers, Equipment, or Materials to assure prompt completion of the Work;
- G) Performance of the Work unsuitably or neglect or refusal to remove Materials or replace or repair rejected Work;
- H) Failure to resume discontinued Work within ten Calendar Days after notice to do so;
- I) Failure to perform the Work in an acceptable manner, violation of any provision in the Contract, or failure to follow any federal, state, or local laws pertaining to performance;
- J) Failure to follow federal, state, or local laws, rules, and regulations concerning construction safety and health standards or permits or conditions upon the site of the Work which are unsanitary, hazardous, or dangerous to the health or safety of the Design-Builder's workmen or the public; or

K) Fraud.

The LA DOTD will give written notice to the Design-Builder, with a copy to the Design-Builder's Surety, of the LA DOTD's determination that the Design-Builder is in default for any cause specified in this DB Section 108-8. The LA DOTD may give notice to the Design-Builder of its intent to put the Design-Builder in default under this DB Section 108-8 and specify a period of time in which the Design-Builder shall cure the deficiency or a notice of default will be issued. Upon notice of default, the LA DOTD will have authority, without violating the Contract, to take prosecution of the Work out of the hands of the Design-Builder.

Within 30 Calendar Days of receipt of a notification of the Design-Builder's default, the Surety must present to the LA DOTD either a plan to assume performance of the Contract and procure completion of the Project or provide the LA DOTD in writing with a reasonable response for the Design-Builder's default. If no plan is presented by the Surety within 30 Calendar Days, or at any time if immediate action must be taken to protect the public interest or the safety of the public or workers, the LA DOTD will take prosecution of the Work out of the hands of the Design-Builder or Surety and may appropriate or use the Materials and/or Equipment on the Project or may enter into an agreement for completion of the Contract or use other methods as required for completion of the Contract in an acceptable manner. The Surety will then be responsible for payment to the LA DOTD of the cost of completion of the Project and stipulated damages assessed by the public entity up to the total amount of the bond. If the Surety has not timely completed the Project and a court of competent jurisdiction has determined that the Surety has in bad faith refused to take over the Project, the Surety will be responsible for the payment of any stipulated damages for any delay in completion of the Project as specified in the original Contract and any reasonable attorney's fees and court costs incurred by the LA DOTD in collection of payments required by this DB Section 108-8.

Nothing herein will be construed to require or obligate the LA DOTD to suspend Contract Time or to release the obligation of the Design-Builder and Surety for stipulated damages in accordance with DB Section 108-8.

The costs incurred by the LA DOTD due to the Design-Builder's default, including attorney's fees, or for completing the Work under Contract, will be deducted from any monies due or which may become due the Design-Builder. When this expense exceeds the sum which would have been payable under the Contract, the Design-Builder and Surety will be liable and will pay the LA DOTD the amount of such excess.

DB 108-10 TERMINATION OF DESIGN-BUILDER'S RESPONSIBILITY

The Contract will be considered complete when all Work has been satisfactorily completed, the final inspection made, and the Work accepted by the LA DOTD. The Design-Builder will then be released from further obligation except as set forth in the Design-Builder's Payment/Performance/Retainage Bond and DB Section 107.

Final Acceptance does not relieve the Design-Builder's obligations pursuant to any guaranty or warranty under the terms of the Contract. Upon expiration of any warranty or guaranty period, the LA DOTD will release any security tendered and issue a letter of release to the Design-Builder.

DB 108-11 TERMINATION OF CONTRACT

The LA DOTD may, by written notice, terminate the Contract or any portion thereof when, for reasons beyond either the LA DOTD's or Design-Builder's control, the Design-Builder is prevented from proceeding or completing the Work as originally contracted or when termination would be in the public interest. Such reasons for termination may include, but will not be limited to, executive orders of the President of the US relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Design-Builder.

When a Contract, or a portion thereof, is terminated before completion of the Work, payment will be made for the Work completed. No claim for loss of anticipated profits will be considered.

Reimbursement for organization of the Work, other overhead expenses (when not otherwise included in the Contract), and moving Equipment and Materials to and from the Project will be considered.

Acceptable Materials obtained or ordered by the Design-Builder for the Work that are not incorporated in the Work will, at the option of the Design-Builder, be purchased by the LA DOTD at actual cost as shown by receipted bills and actual cost records at such points of delivery as designated.

Termination of a Contract or a portion thereof will not relieve the Design-Builder of responsibility for the completed Work nor will it relieve the Surety of obligation for any just claim arising from the Work performed.

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APPENDIX 108A
FORMS



DESIGN-BUILD SECTION 108

APPENDIX 108A

FORMS

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Form SAF – Monthly Safety Report (Format)

Progress Narrative Format

FORM SAF

Monthly Safety Report Format

Design-Builder: _____

Period Covered (Month and Year): _____

Name of Design-Builder's Safety Manager: _____

| Item | Contract Total This Period | Contract Cumulative Total |
|--|---------------------------------------|--------------------------------------|
| Number of Man-Hours Worked (construction) | | |
| Number of Lost Workday Cases (entire shift lost) | | |
| Number of Restricted Workday Cases (partial shift lost or reassigned to "light" duty) | | |
| Number of Cases Requiring Medical Attention | | |
| Number of Fatalities | | |
| Number of On-Site Safety Meetings | | |
| Number of On-Site Equipment Accidents | | |
| Number of Vehicle Accidents, including off-site accidents by vehicles working on the Contract | | |
| Number of New Workers on the Site During Period | | |
| Number of New Worker Safety Orientations | | |
| Number of Supervisor/Foreman Safety Sessions | | |
| Number of Site Safety Inspections | | |

1. Describe circumstances surrounding each lost workday and each fatality case.
2. Describe actions taken and/or planned to prevent reoccurrence.

Signed for the Design-Builder:

(Signature)

Design-Builder's Project Manager

(Printed or typed name) Board Director

(Date)

(Date)

PROGRESS NARRATIVE FORMAT

Design-Builder: _____

Progress Report Number: _____ **Period Covered:** _____
 (Enter inclusive dates)

1. Summary of design activity and progress:

2. Summary of construction activity and progress:

3. Price Centers started and/or completed during period:

| Price Center Code | Price Center Title | Started This Period (Enter date) | Completed This Period (Enter date) |
|-------------------|--------------------|-------------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Progress Check Points achieved this period:

| Price Center Code | Progress Check Point Number | Description | Planned or Specified Date of Completion | Actual Date of Completion |
|-------------------|-----------------------------|-------------|---|---------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Louisiana Department of Transportation and Development

5. Summary of Quality Control efforts:
 - a) Design (include results of any Design Reviews conducted during period):
 - b) Construction:

6. Summary of problems/issues that arose during the period and remaining issues to be resolved:

7. Summary of resolution of problems/issues raised in previous progress report or resolved during the period:

8. List of accident(s) during period (indicate type, frequency, and severity) and description of corrective actions taken:

9. Summary of critical issues and proposed resolution. Discuss actions planned to correct any negative float. Explain potential delays and/or problems and their estimated impact on performance and the overall completion date:

10. Actions requested and/or required of the Louisiana Department of Transportation and Development, including Design Reviews and visits:

11. Other items:

12. Photographs.

For the Design-Builder: _____
Design-Builder's Project Manager

(Date)

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APPENDIX 108B
BASELINE PROGRESS SCHEDULE



APPENDIX 108B
BASELINE PROGRESS SCHEDULE

(Critical Path Method Schedule)

1.0 DESCRIPTION

The schedule submitted in accordance with DB Section 108 shall be prepared using the Critical Path Method (CPM).

1.1 GENERAL

The Project shall be planned and documented using the Baseline Progress Schedule, a conventional CPM schedule in the form of an activity on node diagram based on the principles defined by the 2004 issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America (AGC). The schedule shall be used for coordination and monitoring of all Work under the Contract, including, all activities of Subcontractors, design, and construction; shall compare the Work performed to the Contract Time and phasing requirements; and shall assign necessary resources for inspection and administration of the Contract.

Acceptance of the schedule by the Department's Project Manager shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Design-Builder of providing sufficient Materials, Equipment, and labor to guarantee completion of the Project in accordance with the Contract. Acceptance shall not be construed to modify or amend the Contract or the date of completion therein.

Failure by the Design-Builder to include in the Baseline Progress Schedule any element of Work required for the performance of the Contract shall not excuse the Design-Builder from completing all Work required within the completion date(s) specified in the Contract notwithstanding acceptance of the schedule by the Department's Project Manager.

Float contained in the Baseline Progress Schedule is not for the exclusive use and benefit of either the Louisiana Department of Transportation and Development (LA DOTD) or the Design-Builder.

If the Design-Builder fails to comply with the provisions of this Appendix 108B – Baseline Progress Schedule, the Department's Project Manager may suspend payment for Price Center 1 (PC1), as per Part 2 – DB Sections 100s, DB Section 109.

1.2 SCHEDULE SUBMITTALS

A) Ninety Day Schedule

Within 15 Calendar Days following the Contract Award, the Design-Builder shall submit to the Department's Project Manager, a detailed schedule for the first 90 days of Work and a generalized schedule for the balance of the Work. The detailed portion of this schedule shall meet the requirements of Section 1.2(B). The 90-day schedule must be consistent with the Proposed Baseline Progress Schedule submitted with the Proposal unless otherwise agreed by the LA DOTD.

The 90-day schedule will be reviewed by the Department's Project Manager and revised by the Design-Builder to incorporate the Department's Project Manager's comments and to correct deficiencies. Upon acceptance by the Department's Project Manager, the 90-day schedule shall be used for all Project scheduling activities and updated monthly until the issuance of the accepted Baseline Progress Schedule.

B) Baseline Progress Schedule

Within 45 Calendar Days following the Contract Award, the Design-Builder shall prepare and submit a Baseline Progress Schedule for the entire Project to the Department's Project Manager for review and Approval. The Baseline Progress Schedule must be consistent with the proposed Baseline Progress Schedule submitted with the Proposal unless otherwise agreed by the LA DOTD.

The Design-Builder will incorporate into this schedule all Project activities, activities for the placement of orders and anticipated delivery dates of Materials and Equipment, activities assigned to Subcontractors, activities assigned to the LA DOTD or the Department's Project Manager and other outside agencies (such as, Design Reviews and permit reviews), and all utility Work or work by other contractors within or near the Contract limits.

C) Schedule Updates

See Section 3.3.

2.0 MATERIALS

The Design-Builder shall furnish, maintain, and operate a Primavera P3 or P6 system that can produce a CPM network diagram using the precedence diagramming method and other reports and graphics as described within this Appendix 108B – Baseline Progress Schedule. In addition, the Design-Builder shall provide a microcomputer with Primavera P3 or P6 and necessary peripheral hardware for use by the Department's Project Manager in monitoring the scheduling system meeting this specification.

3.0 SCHEDULE REQUIREMENTS

3.1 GENERAL

The Design-Builder's Baseline Progress Schedule shall meet the following requirements:

A) Baseline Progress Schedule Format

The Design-Builder shall use the precedence diagramming methods. The Work Breakdown Schedule (WBS) of the Baseline Progress Schedule shall be formatted in a manner consistent with the pricing and payment method contained in the Contract.

B) Project Calendars

Holidays and non-Work days shall be established in coordination with the Department's Project Manager.

C) Activities Data

1) Activity Identification Number

Each activity shall have a unique identification number.

2) Activity Description

Each activity shall be clearly described. Use of descriptions referring to percent of a multi-element item (i.e., construct deck 50%) will not be acceptable. Separate activities shall represent different elements of multi-element activities (i.e., construct forms, install rebar, and pour concrete). Multiple activities with the same Work description shall include a location description.

3) Activity Duration

The Design-Builder shall subdivide the Work into individual activities having durations of no longer than 30 Working Days each. Exceptions to this rule will be reviewed by the Department's Project Manager on an activity by activity basis. If multiple shifts and/or overtime are anticipated during the development of activity durations, a list of affected activities and the shift/overtime assumptions shall be provided to the Department's Project Manager. If requested by the Department's Project Manager, the Design-Builder shall furnish production rates or other information needed to justify the reasonableness of activity time durations.

4) Expected seasonal weather conditions, such as precipitation and temperature, shall be included by the Design-Builder in the planning and scheduling of activities.

5) Start and Finish Dates

The earliest start date, earliest finish date, latest start date, and latest finish date shall be shown for each activity.

6) Total float shall be shown for each activity. Total float is the full amount of time by which the start on an activity may be delayed without causing the Project to last longer.

7) The Baseline Progress Schedule shall contain none of the following:

- a) Excessive leads or lags, as determined solely by the Louisiana Department of Transportation and Development;
- b) Assigned constraints, except as specified in the Contract Documents or as specifically allowed by the Department's Project Manager;
- c) Multiple calendars, except as allowed by the Contract Documents; or
- d) Retained logic.

8) Activity Codes

Activities shall be coded to allow for the following summaries:

- a) Responsible party for the accomplishment of each activity (i.e., Design-Builder, Subcontractor, LA DOTD, and utility owner). The name of

each Subcontractor shall be included as soon as they are approved by the LA DOTD. Only one party can be responsible for an activity;

- b) Phase/stage during which activity is planned to be accomplished, including design; and
- c) Area/location (i.e., Bridges, ramps, and mainline station).

9) Activity Constraints

The Design-Builder shall not constrain the start or completion of any activity unless specifically required by the Contract or specifically allowed by the Department's Project Manager.

10) Activity Resources

The required labor and Equipment shall be shown for each activity as follows:

- a) Labor may be shown by trade, however, at a minimum the Department's Project Manager will accept total Person Working Days per activity or crew Working Days per activity. If crew Working Days are used, the crew size shall be indicated in the coding (i.e., a crew designated as PAVE4 equals a four Person paving crew); and
- b) Major Equipment, such as, pile drivers, large cranes, asphalt paving Equipment, and concrete finishing machines shall be shown for each activity.

11) Material Quantities

Material quantities for each activity shall be indicated in the resource fields or the LA DOTD bid item number, whichever the Design-Builder prefers to utilize, when they become available. Material descriptions, such as, concrete, asphalt, guide railing, and signs shall be used. Material quantities will be used to verify the reasonableness of the activity durations and to ensure that all Work required by the Design-Builder is accounted for within the schedule.

12) Price Center Designations

Price Center designations for labor, Material, and Equipment shall be included in the cost account fields for each activity resource.

13) Activity Price

The total price per activity shall be included. The total of the price-loaded schedule shall equal the Lump Sum Contract Price. A labor, Material, and Equipment cost breakdown is not required, but may be provided at the Design-Builder's option.

D) Sequence of Operations

The logic diagram or PERT chart shall show the sequence and interdependence of activities required for complete performance.

E) Review of the Baseline Progress Schedule

The Design-Builder shall submit to the Department's Project Manager three copies of the logic diagram (PERT chart) and three copies of the following activities listings:

1) Activity Number Sort

Activities listed in ascending order of their numbers.

2) Total Float/Early Start Sort

Activities listed in ascending order based on amount of their float with consideration of activity early start dates.

An electronic back-up copy of the computerized Baseline Progress Schedule also shall be provided.

The Department's Project Manager will review the Baseline Progress Schedule and then hold a discussion meeting with the Design-Builder. Within two weeks from this meeting the Design-Builder shall make adjustment to the Baseline Progress Schedule to eliminate conflicts, objections, and ambiguities found by the Department's Project Manager. The Design-Builder shall submit for review three copies of the revised schedule materials as described above.

Upon completion of the final review by the Department's Project Manager, the Design-Builder shall incorporate the final revisions and submit two copies of the schedule, including the computerized Baseline Progress Schedule and three copies of each of the revised logic diagram (PERT chart) and computer printouts. The logic diagram (PERT chart) shall be on 279 mm by 425 mm size sheets and not a continuous diagram. This final submission shall be submitted for approval within one week of the Design-Builder's receipt of the revisions.

3.2 LIST OF SUBMITTALS

Within 60 Calendar Days of NTP, the Design-Builder shall provide a list of submittals required under the Contract (i.e., Design Plans, Project Specifications, shop drawings, required permits, and erection/demolition plans). The list shall show a schedule submission date for each submittal and identify the earliest activity affected by each of these submittals. This list shall be revised and updated monthly with each schedule submission.

3.3 SCHEDULE UPDATING

A) Monthly Progress Reports and Projections

The Design-Builder shall update the schedule monthly along with the monthly progress report. Each update shall show actual dates of activities started and completed; the percent of Work completed to date on each activity started, but not yet completed; and the status of procurement of critical Materials. The updated schedule data shall be submitted to the Department's Project Manager electronically. The Design-Builder also shall provide updated activity number and total float/early start sorts, a 60 Working Day look-ahead bar chart by early start, and a narrative report. The narrative report shall include a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and mandated contract dates, and the

explanation of corrective action taken or proposed. *See* DB Sections 108-2.1 and 108-2.2.

The Department's Project Manager shall conduct a monthly review of the updated schedule. The review shall occur after receipt of the Design-Builder's updated information and shall serve as a forum to discuss slippages, remedies, revisions, and other relevant issues. The Design-Builder's appropriate design, construction, and scheduling personnel shall attend these working sessions. These reviews may result in the need for submission of revised schedules.

B) Logic Diagram (PERT Chart) Updates

The logic diagram (PERT chart) shall be updated by the Design-Builder every four months.

3.4 CHANGES TO THE ACCEPTED BASELINE PROGRESS SCHEDULES

The Baseline Progress Schedule shall accurately reflect the manner in which the Design-Builder intends to proceed with the Project and shall incorporate the impact of delays and Change Orders when these factors can be accurately determined. All changes made to the schedule (i.e., the addition of activities, changes in logic, or changes in activity durations) shall be submitted in writing and are subject to written acceptance by the Department's Project Manager before inclusion in the Baseline Progress Schedule.

To initiate changes to the approved schedules, the Design-Builder shall meet with the Department's Project Manager and provide the information necessary to prepare a revised (updated) logic diagram (PERT chart) and computer-generated schedule listing.

3.5 COMPLIANCE WITH THE SCHEDULE

The Design-Builder shall employ and supply a sufficient force of workers, Materials, and Equipment and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the approved schedule to prevent Work stoppage and ensure completion of the Project within the Contract Time. Any additional or unanticipated costs or expense required to maintain the schedule, shall be solely the Design-Builder's obligation and shall not be charged to the LA DOTD unless provided for in other provisions of the Contract.

In the event a notice is received of a change to the Contract which is likely to cause or is causing delays, the Design-Builder shall notify the Department's Project Manager in writing within ten Calendar Days, of the effect, if any, of such change, Extra Work, suspension, or other conditions upon the Baseline Progress Schedule and shall state in what respects, if any, the approved Baseline Progress Schedule should be revised with the reasons therefore. The reasons for these revisions must be succinct, comprehensive, and factual to merit consideration.

4.0 PROGRESS CHECK POINTS AND PAYMENT

Specified schedule submittals and schedule updates shall be considered Progress Check Points.

The cost of preparing and updating the CPM schedule and meeting all other requirements of this specification shall be included in PC 1.

Payment will be made under Price Center 1 as per Part 2 – DB Sections 100s, Section 109.

STATE OF LOUISIANA

US 90 (I-49 SOUTH)
ALBERTSON'S PARKWAY TO
AMBASSADOR CAFFERY
DESIGN-BUILD PROJECT

LAFAYETTE PARISH

STATE PROJECT NO. H.010620
FEDERAL AID PROJECT NO. H010620

REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS

APPENDIX 108C

KEY PERSONNEL QUALIFICATIONS
AND REQUIREMENTS



APPENDIX 108C

KEY PERSONNEL QUALIFICATIONS AND REQUIREMENTS

In the qualifications specified below, the word “must” indicates a required minimum qualification.

- A) **Principal-in-Charge:** The Principal-in-Charge must have a minimum of ten years of experience in the management of roadway and bridge construction projects of a similar scope, nature, and complexity as this Project.
- B) **Design-Builder's Project Manager:** The Design-Builder's Project Manager must have a minimum of ten years experience in construction and management of roadway and bridge construction projects of a similar scope, nature, and complexity as this Project.
- C) **Construction Manager:** The Construction Manager must have a minimum of ten years experience in construction and management of roadway and bridge construction projects of a similar scope, nature, and complexity as this Project.
- D) **Design Manager:** The Design Manager must be a Louisiana-licensed Professional Engineer who is an employee of a Designer. The Design Manager must have a minimum of ten years experience in the design of roadway and bridge projects with similar scope and complexity as this Project.
- E) **Design and Construction Liaison:** The Design and Construction Liaison must be a Louisiana-licensed Professional Engineer. Must have a minimum of ten combined years of experience in the management, design, and/or construction of roadway and bridge construction projects of a similar scope, nature, and complexity as this Project.
- F) **Quality Manager:** The Quality Manager must have a minimum of 15 years of progressive experience in roadway and bridge design and/or construction with at least ten years experience in Quality Control/Quality Assurance (QC/QA) activities, including preparation and implementation of quality plans and procedures for design and/or construction.
- G) **Design Quality Manager:** The Design Quality Manager must be a Louisiana-licensed Professional Engineer who is an employee of a Designer. The Design Quality Manager must have a minimum of five years of progressive experience in design QC/QA activities on roadway and bridge projects with similar scope and complexity as this Project.
- H) **Construction Quality Acceptance Manager:** The Construction Quality Acceptance Manager must be a Louisiana-licensed Professional Engineer with a minimum of ten years of progressive experience in roadway and bridge construction with at least seven years of experience in construction Quality Control/Quality Assurance (QC/QA) activities (including management of construction quality programs) on roadway and bridge construction projects that are similar in scope and complexity as this Project. The Construction Quality Acceptance Manager must have demonstrated experience in materials management, construction inspection, interpretation of specifications, and sampling/testing procedures.
- I) **Construction Quality Control Manager:** The Construction Quality Control Manager must be a Louisiana-licensed Professional Engineer **with a minimum of** ten years of progressive experience in roadway and bridge construction with at least five years of experience in construction QC/QA activities (including management of construction quality programs) on roadway and bridge construction projects that are similar in scope and complexity as this Project. The Construction Quality Control Manager must have

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demonstrated experience in materials management, construction inspection, and interpretation of specifications and sampling/testing procedures.

- J) **Safety Manager:** The Safety Manager must be a Work Zone Safety Supervisor as certified by any agency or firm approved by the LA DOTD. The Safety Manager must have a minimum of ten years experience in a work zone safety technician or supervisor capacity on roadway and bridge construction projects similar in scope and complexity as this Project.
- K) **Lead Geotechnical Engineer:** The Lead Geotechnical Engineer must be a Louisiana-licensed Professional Engineer who is an employee of a Designer. The Lead Geotechnical Engineer must have a minimum of ten years experience in geotechnical investigation and design with demonstrated expertise in bridge structure foundation design and construction. If drilled shaft design and construction is proposed to be utilized by the Design-Builder, then relevant drilled shaft design and construction experience must be demonstrated.
- L) **Traffic Control Supervisor:** The Traffic Control Supervisor must be a Louisiana-licensed Professional Engineer. The Traffic Control Supervisor must have demonstrated experience in traffic and highway engineering with contractor, consultant, city, county, or state transportation agencies and possess certification as a Work Zone Safety Supervisor or possess a PTOE certificate received through ITE.
- M) **Roadway Design Engineer:** The Roadway Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana. The Roadway Design Engineer must have a minimum of five years of professional experience in roadway design engineering for the LA DOTD. (Engineering intern experience will not be counted).
- N) **Environmental Compliance Manager:** The Environmental Compliance Manager must be responsible for the Design-Builder's environmental compliance. The Environmental Compliance Manager must have prior experience in the areas of construction oversight and environmental monitoring and must have the authority to stop work. The Environmental Compliance Manager will be responsible for ensuring that the Project complies with the terms and conditions of the environmental permits, as well as with state and federal environmental laws and regulations.
- O) **Bridge Design Engineer:** The Bridge Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana. The Bridge Design Engineer must have a minimum of five years of professional experience in structure design engineering for the LA DOTD. (Engineering intern experience will not be counted).
- P) **Right-of-Way Acquisition Manager:** The Right-of-Way (ROW) Acquisition Manager must be a Louisiana Licensed General Appraiser pursuant to the Louisiana Licensed Real Estate Appraiser Law, as well as have a minimum of five years of demonstrated experience in highway ROW appraisals, maps, acquisitions, and relocation assistance on federally-funded projects.