

**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 109**  
**LUMP SUM PRICE, PROGRESS, AND**  
**PAYMENT**



**DB SECTION 109**

**LUMP SUM PRICE, PROGRESS, AND PAYMENT**

This Design-Build (DB) Section 109 describes and specifies the lump sum pricing concepts, specifies the means of determining the Work progress, and establishes the procedures for requesting and making payment.

**DB 109-1 LUMP SUM PRICING CONCEPT**

The Price Center (PC) concept will be used for all pricing. The price for each PC will be reflected as a Price Center Value (PCV) on Form SP. The sum of all of the PCVs will be the Lump Sum Contract Price.

The pricing concepts are summarized as follows:

- A) The Project is divided into Sections (*see* Form PCD and Form SP);
- B) Price Centers are identified and defined for Project-wide activities and construction activities within the Sections;
- C) Price Center Values (lump sum prices or the sum of unit priced items) are assigned to each PC and to designated activities within each PC by the Design-Builder, with the Approval of the Department's Project Manager, in his sole discretion;
- D) A Contract Periodic Payment Schedule (PPS-C) is prepared by distributing the PCVs over the period of performance of the Work within each PC on a cumulative amount earned basis (a time-price curve). The time-price curve for the Project as a whole is determined by summing the cumulative amounts earned for the PC;
- E) Progress Check Points (PCP) designated by the Louisiana Department of Transportation and Development (LA DOTD) and Design-Builder are identified and defined for each of the PCs, with the Approval of the Department's Project Manager;
- F) The date when achievement of the PCPs is planned is identified and shown on a Schedule of PCPs, to be Approved by the Department's Project Manager; and
- G) The sum total of all the Price Centers must equal the Lump Sum Contract Price.

Details of the process are described in this Design-Build Section 109.

**DB 109-1.1 Price Centers**

**DB 109-1.1.1 General Requirements for Defining Sections and Price Centers**

Form PCD shows the titles and limits of Sections and PCs as agreed to by the Design-Builder and LA DOTD. The Design-Builder may only adjust the PC titles, contents, and limits subject to the requirements noted below, but must designate Sections and PCs of a similar magnitude and nature to those shown on Form PCD. Any adjustments to the PC titles, contents, and limits are subject to Approval by the Department's Project Manager, in his sole discretion.

The Design-Builder shall divide the Project into PCs each representing one or more groups of inter-related Work forming part of the Project. The Design-Builder shall use the following indicators to create the Sections and PCs:

- A) Use Section “A” for non-construction Price Centers, including the following, as applicable:
  - 1) Price Center 1 for preliminaries and general requirements, including activities shown in Form PC1 and Table 109-2;
  - 2) Price Center 2 for Project-wide engineering and design activities, including activities shown in Form PC2;
  - 3) Price Center 3 for Maintenance of Traffic activities, including those shown on Form PC3;
  - 4) Price Center 4 for Project-wide environmental compliance and mitigation activities shown on Form PC4; and
  - 5) Price Center 5 for Hazardous Materials and contaminated substance remediation activities, including activities shown on Form PC5.

Price Centers 1 through 5 are reserved for Section “A” for the activities described above;

- B) Use Sections “B,” “C,” and so on for construction Sections and construction PCs. Price Center numbering for Sections subsequent to Section “A” must always begin with PC 6. For example, Section “B” will begin with PC 6, as will Sections “C” and beyond. Thus, there will be only one each of PCs 1 through 5 for the Project. However, there may be multiple PCs 6 and above for the Project. For clarity, each PC 6 and above must be identified by Section and PC number (i.e., Price Center B-6 for Section “B,” PC 6, and so on);
- C) Each construction PC must represent a series of Work activities comprising a complete Project component when constructed. *See* Form SP; and
- D) Each Price Center must have two or more Progress Check Points.

For all PCs except PCs 1, 2, 3, 4, and 5 (Forms PC1, PC2, PC3, PC4, and PC5), the Design-Builder shall provide a description identifying the scope of Work for each PC in bulleted or narrative form on Form PCD. The Design-Builder shall include a list of the key components shown on Form SP in each PC description. The Design-Builder shall describe all the Work encompassed within each PC and clearly cross reference items of a similar nature that are included in other PCs.

#### **DB 109-1.1.2 Mobilization**

Mobilization must be an activity in PC 1. Mobilization must not exceed six percent of the Lump Sum Contract Price.

#### **DB 109-1.1.3 Material Delivered To The Site**

If the Design-Builder plans to request payment for Material delivered to the site, it must show delivery of the Material as an activity of the associated Price Center(s). *See also* DB Section 109-5.3.

#### **DB 109-1.1.4 Specific Rules For Price Centers**

The following rules apply for Price Centers.

A) Price Centers 1 through 5

The Design-Builder may add Project-wide activities to Forms PC1 through PC5, but must not delete any of the activities shown on Forms PC1 through PC5.

B) Other Price Centers

- 1) Unless agreed to by the LA DOTD, Price Centers must not contain more than one Critical Path; and
- 2) The Design-Builder may find it beneficial to place significant portions of the Project that will be completed by a separate Subcontractor and/or represent significant differences in crafts and/or trades, such as utility relocations, in separate PCs.

#### **DB 109-1.2 Contract Periodic Payment Schedule**

The PPS-C shows the planned amount payable to the Design-Builder for each month of Work carried out in the PCs, subject to conditions stated in the Contract. The PPS-C will be the basis for the amounts of periodic payments. However, accelerated payments may be made in accordance with DB Section 109-5.7.

The Design-Builder shall develop and submit the PPS-C, based on its Proposal Periodic Payment Schedule, to the Department's Project Manager within 45 Working Days of NTP for review and Approval. The Design-Builder shall develop the PPS-C in accordance with this DB Section 109-1.2. The PPS-C, upon written Approval of the Department's Project Manager, as updated by the Design-Builder and Approved by the Department's Project Manager, is incorporated by reference to this Contract.

#### **DB 109-1.2.1 General Requirements for the Contract Periodic Payment Schedule**

The Design-Builder shall develop and submit the PPS-C broken down to each Section and PC. The Sections and PCs in the PPS-C must match those shown on Form PCD. The Design-Builder shall make no changes in PCVs except as authorized by Change Orders.

The PPS-C must cover the entire period of the Contract in monthly increments, through Final Acceptance, using months and years on the Gregorian calendar, starting at the date of NTP.

The Design-Builder shall make the cumulative payment percentages shown on the PPS-C compatible with the progress of the Work indicated in its Baseline Progress Schedule.

All Price Centers, regardless of measurement and payment method, must be shown on the Contract Periodic Payment Schedule.

#### **DB 109-1.2.2 Developing the Contract Periodic Payment Schedule**

The Design-Builder shall distribute the PCV of each PC over the period of the Contract within the limitations described in this DB Section 109-1.2.2 to indicate the Design-Builder's desired payment schedule.

There will be no advance payment and there will be no separate PC for mobilization. Mobilization costs must be included in PC 1.

The sum of the Price Center Values must equal the Lump Sum Contract Price.

The Design-Builder shall determine the monthly cumulative payment distribution of the PCV over the duration of the Contract for each PC. The resulting curve must be the PPS-C for each PC.

The time-price curve for each PC must be developed in such a manner that the amount planned to be earned for any month preceding the date of a PCP must not be less than ten percent of the PCV.

The Design-Builder shall do the following to determine the Contract Periodic Payment Schedule for the Contract:

- A) For each Price Center list each monthly cumulative payment for each month for that Price Center; and
- B) For each month, sum the planned cumulative payments for the PCs to determine the planned maximum cumulative Contract payment for each month of the Contract.

**DB 109-1.2.3 Review of the Contract Periodic Payment Schedule**

In addition to the procedure for revision of the PPS-C pursuant to DB Section 109-1.4.4, the Department's Project Manager will carry out a detailed examination and review of the PPS-C, the PCPs, and the dates stipulated for their achievement and an assessment of the extent to which the Work has been carried out up to the date of such review, in the following events:

- A) The Department's Project Manager Approves a revised Baseline Progress Schedule; or
- B) The Department's Project Manager grants an extension of time in accordance with DB Sections 104-7, 104-8 and 108-6; or
- C) The Department's Project Manager orders a suspension of the Work or any part thereof; or
- D) The Department's Project Manager instructs a change under DB Sections 104-7 or 104-8; or
- E) Following the suspension of payment pursuant to DB Section 109-6.1, the relevant PCP has not been achieved within three months of the date stipulated in the Schedule of PCPs; or
- F) There is a significant change in a PCV by reason of a determination of the Department's Project Manager in accordance with the Contract.

**DB 109-1.2.4 Cooperation**

The Design-Builder shall cooperate with and, to the best of the Design-Builder's ability, assist the Department's Project Manager in making any such detailed examination pursuant to DB Section 109-1.2.3. The Design-Builder shall provide all such information as may be reasonably required in connection therewith at no increase in Lump Sum Contract Price or extension in time. If, as a result of this detailed examination, the Department's Project Manager is of the opinion that, in relation to any PC, the relationship between periodic payments and progress of the Work and the degree of control over periodic payments has not been or will not be maintained, then the Department's Project Manager may give 30

Calendar Days written notice to the Design-Builder to prepare a revised PPS-C and/or a revised Schedule of PCPs that will, in the Department's Project Manager's opinion, restore, so far as reasonably practicable, said relationship and degree of control. On the expiration of the said notice and after considering any representations the Design-Builder may have made in the meantime, the Department's Project Manager will, if still of the opinion that revisions ought to be made, revise the PPS-C and/or the Schedule of PCPs in any manner that the Department's Project Manager sees fit, based on the rate of progress of the Work which the Department's Project Manager anticipates and with the objective of restoring, so far as is reasonably practicable, said relationship and degree of control.

**DB 109-1.3 Progress Check Point Descriptions and Schedule of Progress Check Points**

The Design-Builder shall establish and describe PCPs that define significant events and/or reflect certain or significant accomplishments towards the completion of Work within each PC that can be readily identified without resorting to measurement of quantities. A PCP is a defined step towards the completion of Work within a PC identified in the Schedule of Progress Check Points. Progress Check Points were defined by the Design-Builder in its Proposal and were approved by the LA DOTD with acceptance of that Design-Builder's Proposal. Any changes to the PCPs after submission of the Design-Builder's Proposal are subject to the Approval of the Department's Project Manager, in his sole discretion. The Design-Builder shall not alter PCPs or the Schedule of PCPs without the Approval of the Department's Project Manager.

For each PC, the Design-Builder shall identify and list the PCPs that are reflective of the Baseline Progress Schedule. For each PCP identified, the Design-Builder shall provide a detailed description of the Work to be accomplished using Form PCP.

The Design-Builder shall show its designated Progress Check Points and LA DOTD-designated Progress Check Points, if any, on Form PCP.

The Design-Builder shall develop a numbering system for PCPs that readily ties each PCP to its specific PC. The Design-Builder shall number PCPs within the same PC sequentially over time.

If the Design-Builder plans to request payment for Material, products, or components delivered to the Site, it must provide for each PC a specific description of the Material, products, or components, including estimated quantities of each. Material, products, or components of a similar type, such as different sizes of Culvert, may be combined in a single PCP for a given PC. The Design-Builder shall list similar Material within separate PCs separately for each PC.

The Design-Builder shall complete the Schedule of PCPs by selecting events which represent the completion of significant activities, including delivery of Material, products, or components to the Site, to be undertaken by the Design-Builder and that are in accordance with the proposed methods and sequence of design and construction.

The Design-Builder shall not describe Progress Check Points in terms of "percent complete."

The Design-Builder shall enter the scheduled month of completion for each PCP in each PC in the column provided. The Design-Builder shall express the months in terms of months after NTP.

Individual Progress Check Points must meet the following requirements:

- A) There must be Progress Check Points at the start and completion of Work in a Price

Center;

- B) If the duration of the Work on a PC exceeds six months, the Design-Builder shall identify and describe additional interim PCPs so that PCPs are not more than three months apart;
- C) Progress Check Points must signify the completion of elements of the Work that can be readily identified as being completed without resorting to conventional measurement of quantities;
- D) The Design-Builder shall relate Progress Check Points to activities on the Critical Path, where practicable;
- E) There must be no further periodic payments for a Price Center after achieving the last PCP in a Price Center;
- F) For PC1, PCPs for each activity in this DB Section 109-1.3(F)(1) through (5) must be shown in accordance with due dates established by the LA DOTD when such dates are specified in the Contract. Otherwise, the PCP dates must be as designated by the Design-Builder on Form PCP for each of the following:
  - 1) Mobilization must be paid such that 100% of the mobilization costs, not to exceed six percent of the Lump Sum Contract Price, must be paid out by the time that 50% of the Lump Sum Contract Price has been paid on the Project;
  - 2) Submittal (or resubmittal) of and issuance of the Department's Project Manager's written Approval (if specified) for the following items:
    - a) Safety Plan;
    - b) Quality Plan;
    - c) Baseline Progress Schedule; and
    - d) Other plans to be submitted;
  - 3) Provision of the following:
    - a) Facilities and Equipment for the Louisiana Department of Transportation and Development; and
    - b) The Design-Builder's temporary facilities;
  - 4) Removal of temporary and Design-Builder provided facilities and site cleanup, landscaping, and restoration; and
  - 5) Periodic audits and updates of the Quality Plan and Safety Plan.

For PC 1, PCPs must be at three month intervals covering all activities not covered in this DB Section 109-1.3(F)(1) through (5);

- G) For preconstruction engineering and design (Price Center 2), the following particular rules apply:
  - 1) There must be PCPs at the start of design and at the receipt of the Department's Project Manager's written acknowledgement after the 100% Design Review as per DB Sections 111-9.4 and 111-12.5 for each Design Unit identified by the

- Design-Builder;
- 2) The Design-Builder must include additional intermediate Progress Check Points; and
- 3) The final Progress Check Point must be the submission and Approval of As-Built Plans;
- H) The Design-Builder shall show the month each Progress Check Point is to be completed on Form PCP;
- I) For PCPs relating to payment for Material delivered to the site, the Design-Builder shall indicate the planned month of delivery of the Materials as described on Form PCP;
- J) The Design-Builder shall include any Louisiana Department of Transportation and Development-designated PCPs on Form PCP;
- K) For PC 3, the submittal of the Maintenance of Traffic Plan and its updates must be PCPs. The Design-Builder shall show major traffic shifts and detour changes as PCPs;
- L) For PC 4, environmental compliance and mitigation, the submittal of specified plans must be PCPs. The Design-Builder shall set PCPs for on-going activities at no greater than three month intervals; and
- M) For PC 5, Hazardous Materials remediation, submittal of plan(s) and report(s) and PCPs as may be required if harmful and/or Hazardous Materials are encountered.

**DB 109-1.4 Revisions During the Contract**

**DB 109-1.4.1 Revisions to Price Centers**

In the event that revisions to the PCs are required during the Contract, the following procedures must apply:

- A) Where new PCs are required, the Design-Builder shall revise and submit the following to the Department's Project Manager for written Approval:
  - 1) Form SP;
  - 2) Form PCD; and
  - 3) Form PCP.
- B) Where revisions to existing PCs are required, the Design-Builder shall revise and submit the following to the Department's Project Manager for written Approval:
  - 1) The appropriate revised Price Center description on Form PCD;
  - 2) Any change to Form SP; and
  - 3) Revisions to Form PCP to reflect new Progress Check Points or changes in Progress Check Points.

**DB 109-1.4.2 Revisions to Schedule of Prices**

The Design-Builder shall revise the affected PCVs and Form SP to incorporate any change to the Lump Sum Contract Price. The Design-Builder shall update Forms SP and PCD and Forms PC1, PC2, PC3,



PC4, PC5 and beyond, as appropriate, and submit them to the Department's Project Manager for written Approval.

**DB 109-1.4.3 Adjustments to Schedule of Progress Check Points (Form PCP)**

In the event that revisions to the Schedule of PCPs (Form PCP) are required during the Contract, which revisions are subject to the Approval of the Department's Project Manager, in his sole discretion, the following procedures must apply:

- A) In the event that a PCP is not achieved, the Department's Project Manager will order the Design-Builder to revise and submit the Baseline Progress Schedule and the Schedule of PCPs (Form PCP) to update the following:
  - 1) The date by which the non-achieved, changed, or added PCP(s) will be achieved; and
  - 2) The schedule for any affected subsequent PCP which may not be achieved by the originally designated date;
- B) The Design-Builder shall revise the Schedule of PCPs (Form PCP), subject to the Approval of the Department's Project Manager, to show changes to affected PCPs;
- C) In the event of a revision of the Baseline Progress Schedule, the Design-Builder shall revise dates of the affected PCPs, subject to the Approval of the Department's Project Manager;
- D) In the event of changes to Work, the Design-Builder shall make such changes, additions, or deletions to only those affected PCPs so identified in the ordered change, subject to the Approval of the Department's Project Manager;
- E) In the event that a PCP is changed as result of a time extension in accordance with DB Sections 104-7.1 and 104-8, the Design-Builder shall change those dates affected by the time extension, subject to the Approval of the Department's Project Manager;
- F) In the event that a PCP is changed as a result of a suspension of Work order in accordance with DB Section 104-7.2, the Design-Builder shall change those dates affected by the suspended Work, subject to the Approval of the Department's Project Manager; and
- G) In the event that the Design-Builder's progress exceeds that shown on the Schedule of PCPs, and payment is made at an accelerated rate in accordance with DB Section 109-5.7, the Design-Builder shall revise the Schedule of PCPs (Form PCP), as necessary, to reflect any planned changes to the Schedule of PCPs, subject to the Approval of the Department's Project Manager.

**DB 109-1.4.4 Revisions to the Contract Periodic Payment Schedule**

If the Design-Builder's progress is such that PCP(s) are completed prior to the date(s) shown on the Schedule of PCPs (Form PCP) and payment is made at an accelerated rate in accordance with DB Section 109-5.7, the Design-Builder shall adjust the PPS-C for the affected PC(s) and submit the revised PPS-C to the Department's Project Manager for written Approval.

The Design-Builder shall submit any requests to allow any change to its PPS-C for a PC to reflect changes in timing of the Work within a given PC to the Department's Project Manager for Approval. No

change in PCVs will be permitted except to reflect changes in Lump Sum Contract Price made through Change Orders. The Design-Builder shall accompany any such requests to allow any changes to the PPS-C with the following:

- A) Proposed revisions to the Baseline Progress Schedule to reflect the change in schedule; and
- B) Proposed revisions to the PCP descriptions and/or Schedule of PCPs (Form PCP) consistent with the requested change in the PPS-C.

The LA DOTD, in its sole discretion, may Approve the requested change to the PPS-C and/or proposed revisions to the Baseline Progress Schedule, PCP descriptions, and/or Schedule of PCPs (Form PCP), but will be under no obligation to do so.

Documentation of any changes in the Contract Periodic Payment Schedule will be made as a no-cost Change Order.

When revisions are made to the PPS-C in accordance with the Contract, the Department's Project Manager will reduce or extend the period over which periodic payments may be made, if necessary.

## **DB 109-2 MEASUREMENT/DETERMINING PROGRESS**

Unless specified otherwise in the Contract Documents, there will be no measurement of quantities to determine payment due, except for any unit price items.

The Design-Builder shall measure unit price items as specified in DB Sections 109-2.6 and 109-5.2, or per the Project specifications developed by the Design-Builder and accepted by the LA DOTD for items that have unit prices.

For PCs and/or Change Orders paid on a force account basis, the Design-Builder shall substantiate progress with submittal of statements specified in DB Section 109-8.1.2.

For PCs and/or Change Orders paid on a unit price basis, the Design-Builder shall substantiate progress with submittal of invoice documents specified in DB Section 109-5.2.

For all Work paid on a lump sum basis, the achievement of Progress Check Points must be determined as set forth in DB Sections 109-2.1 through 109-2.5.

### **DB 109-2.1 Price Center 1**

Where a PCP requires the submittal of insurance certificates (in addition to the initial submission of the insurance certificates at the time of Contract execution) or similar documents, the PCP is met when the document has been delivered to the Department's Project Manager and content of the document is shown to meet the Contract requirements and the Department's Project Manager notifies the Design-Builder in writing of that determination.

Where a PCP requires the submittal of a specified plan or similar document, the PCP is met when the plan has been submitted to the Department's Project Manager for Approval and/or Consultation and Written Comment, as appropriate, and the Department's Project Manager issues the Approval and/or written comment(s), as appropriate, relative to the plan or document.

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If Design Plans or documents are returned to the Design-Builder without the Department’s Project Manager’s written acknowledgement, the Design-Builder shall not have met the PCP.

Mobilization must be invoiced at the end of the period following submittal of a Baseline Progress Schedule and the PPS-C that the Department’s Project Manager acknowledges in writing meets the Contract requirements.

For continuing activities listed in Table 109-2, the PCPs, which must be at three month intervals, are met when the specified standards and/or requirements, such as those listed in Table 109-2, are met.

**TABLE 109-2**

**PRICE CENTER 1 CONTINUING ACTIVITIES STANDARDS**

ACTIVITY	REQUIREMENT/STANDARD
Project Management and Construction Management	<ul style="list-style-type: none"> <li>• Monthly progress reports prepared and submitted in accordance with DB Section 108-2.3;</li> <li>• Key personnel are on site and meet the requirements of DB Section 108-3 and Appendix 108C;</li> <li>• Meetings conducted and attended, and minutes prepared in accordance with, DB Section 105-11;</li> <li>• Baseline Progress Schedule submitted and maintained in accordance with DB Sections 108-2.1 and 108-2.2 and Appendix 108B;</li> <li>• Required notices given to the Department’s Project Manager in timely manner; and</li> <li>• Contract Submittal List submitted and updated in accordance with DB Section 108-2.3.5 and Appendix 108B.</li> </ul>
Quality Control of Management and Construction	<ul style="list-style-type: none"> <li>• Quality Plan and updates submitted and received Department’s Project Manager’s written acknowledgement in accordance with DB Section 113-1.</li> <li>• Management and construction activities conducted in accordance with the Quality Plan;</li> <li>• Sampling and testing conducted in accordance with DB Section 112-2.2; and</li> <li>• Documentation prepared and maintained in accordance with DB Section 112.</li> </ul>
Security	<ul style="list-style-type: none"> <li>• Site Security Plan and updates submitted and Department’s Project Manager’s written acknowledgement of Site Security Plan received in accordance with DB Section 107-6.2; and</li> <li>• Security facilities maintained and security services provided in accordance with the Site Security Plan.</li> </ul>
Facilities and Equipment provided for Louisiana Department of Transportation and Development	<ul style="list-style-type: none"> <li>• Facilities and Equipment provided, maintained, and cleaned, and utilities provided and paid for.</li> </ul>

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ACTIVITY	REQUIREMENT/STANDARD
Safety	<ul style="list-style-type: none"> <li>• Safety Plan and updates submitted and received Department's Project Manager's written acknowledgement in accordance with DB Section 107-5; and</li> <li>• Construction Work conducted in accordance with DB Section 107 and the Safety Plan, including submittal of required reports.</li> </ul>
Communications	<ul style="list-style-type: none"> <li>• Courier service provided.</li> </ul>
Design-Builder's Temporary Facilities and Site Maintenance	<ul style="list-style-type: none"> <li>• Site and facilities maintained in accordance with DB Sections 107 and 105-7.</li> </ul>
Insurance	<ul style="list-style-type: none"> <li>• Specified levels of insurance maintained in accordance with DB Section 107.</li> </ul>
Public Information	<ul style="list-style-type: none"> <li>• Public Information activities provided, as requested by the LA DOTD.</li> </ul>
Warranty or Guarantee	<ul style="list-style-type: none"> <li>• Cost of the warranty or guarantee, as required by the Contract.</li> </ul>

**DB 109-2.2 Price Centers Associated with Engineering and Design**

The PCPs are met when the requirements for preconstruction engineering; design and design management; and design QC, including Design Reviews, have been achieved for the applicable Design Unit including the specified reports, the documentation and QC records, the certifications of the Designer and the Design QC Manager, and the Department's Project Manager's written acknowledgement. In the case of design studies and/or reports, the PCP is met when the Department's Project Manager issues a written acknowledgement regarding the study or report.

Progress will be determined on a cumulative percent complete basis consistent with the percent complete shown on Form DUS (*see* DB Section 111-3) as agreed between the Design-Builder and the Department's Project Manager.

**DB 109-2.3 Price Centers 3 through 4**

The PCPs are met when specified plans, reports, and/or updates are submitted and the Department's Project Manager issues a written acknowledgement that they meet Contract requirements.

Progress Check Points for Maintenance of Traffic are met when Maintenance of Traffic measures meeting Contract requirements are implemented and when planned traffic switches are made.

**DB 109-2.4 Price Center 5, Hazardous Materials Remediation**

There will typically be no PCPs for PC 5, Hazardous Materials Remediation, except for any specified investigations, reports, and plans.

**DB 109-2.5 Price Centers Associated with Construction**

Whether the PCP is identified by the Design-Builder in its Schedule of PCPs (Form PCP) as requiring the completion of an entire PC or partial completion of Work associated with a PC, the PCP is met only when all components within the PCP are constructed in accordance with Contract requirements.

The Design-Builder must comply with the Quality Control requirements before the Progress Check Point is met.

The Progress Check Point will not be considered met until temporary erosion control measures are in place.

Progress Check Points will not be considered met until applicable environmental requirements have been met.

**DB 109-2.6 Unit Priced Work**

In computing amounts in estimates or Work done under unit prices, all estimates, including the final, will be made for actual quantities of Work performed and Material placed in accordance with the requirements contained in the Design-Builder's Project specifications, Design Plans, and standard sheets (except as provided under DB Section 109-6.3) as determined as per DB Section 109-5.2, and the resulting quantities involved in the Contract must be accepted as final, conclusive, and binding upon the Design-Builder.

**DB 109-3 CHANGES TO LUMP SUM CONTRACT PRICE**

The Lump Sum Contract Price must be increased or decreased only by a Change Order issued in accordance with DB Sections 104-7, 104-8, and/or 109-8, and 109-9.

The Design-Builder shall revise the PCVs in accordance with the terms of a Change Order and submit the revisions to the Department's Project Manager for written Approval.

The Department's Project Manager may decide the applicable PC for the purpose of any revision in accordance with this DB Section 109-3 if and insofar as the same is not identified in the pricing documents, and shall notify the Design-Builder in writing upon making any such decision.

Notwithstanding this DB Section 109-3, the Department's Project Manager may decide not to include a sum payable to the Design-Builder pursuant to the Contract in a PCV, in which case the Department's Project Manager will notify the Design-Builder of the decision and the Design-Builder may apply for payment of the sum in accordance with DB Section 109-5.

**DB 109-4 CONTRACT PAYMENTS**

Payments to the Design-Builder for Work satisfactorily performed will be made monthly.

**DB 109-4.1 Scope of Payment**

The Design-Builder shall receive and accept compensation provided for in the Contract as full payment for furnishing all Material and for performing all Work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

**DB 109-4.2 Payment Concept**

Payment will be calculated using the PPS-C except for Work performed under other specified means, such as unit prices and/or force account (*see* DB Sections 109-5.2 and 109-8.1.2).

The Design-Builder will be paid monthly based on the percentages and amounts shown on the PPS-C for each PC developed in the manner described in DB Section 109-1.2.2 except as provided in DB Section 109-6.1.

If Work defined for a PCP in a PC is not completed by the date shown on the Schedule of PCPs (Form PCP), payment will be suspended at the previous month's level for the affected PC(s). Payments will be resumed in the affected PC upon meeting of the designated PCP.

Payment will be based on the PPS-C. No payment will be made until the PPS-C is Approved by the Department's Project Manager and incorporated by reference into the Contract.

Requirements relating to requests for payment for the Work are set forth in DB Section 109-5.

Except for PCs paid on a force account or unit price basis, the PPS-C sets out the maximum accumulative percentage of each PCV (or part thereof) in relation to each month for which the Design-Builder may apply for payment in accordance with this DB Section 109-4.2, subject to the achievement of relevant PCPs. Payment for PCs paid on a force account or unit price basis must be determined per DB Section 109-8.1.2 and DB Section 109-5.2, respectively.

**DB 109-4.3 Progress Payments**

No payment will be made for Work until its completion in accordance with the Contract.

**DB 109-4.4 No Payment on Design-Builder's Non-Compliance**

No payment will be completed so long as any lawful or proper direction to the Design-Builder by the Department's Project Manager or his/her designee concerning the Work or Material has not been complied with. *See* also DB Section 109-6.1.

**DB 109-4.5 Claims**

In accordance with Louisiana Revised Statutes 48:256.5(D), the LA DOTD will withhold from progress payments and the final payment 125% of any amounts claimed after receipt by the Undersecretary of the LA DOTD of a sworn statement of amount due from the Design-Builder, to the extent of payments due and owed the Design-Builder after receipt of said claim.

**DB 109-5 REQUESTS FOR PERIODIC PAYMENT**

The Design-Builder shall submit all requests for periodic payment to the Department's Project Manager with the monthly progress report (*see* DB Section 108-2.3) signed by the Design-Builder's Project Manager, except that the request for final payment must be signed by the Design-Builder's Principal-in-Charge. The Design-Builder shall submit the request by the fifth day of each month (if a holiday, the next Working Day) or other mutually agreed date.

The Design-Builder's Project Manager, QA/QC Manager, and Design Manager must execute the certifications on Form RPP.

Mobilization will be paid per DB Section 109-2.1.

The Design-Builder shall submit the Request for Periodic Payment using the format illustrated in Form RPP (*see* Appendix 109A). The Design-Builder shall complete the Request for Periodic Payment in accordance with the instructions shown on Form RPP. The maximum cumulative payments at any point in time must not exceed the sum of planned cumulative payment for each PC as shown on the PPS-C, except when the Design-Builder meets PCPs in advance of the dates shown on the Schedule of PCPs (Form PCP). In such case, the Design-Builder shall adjust the maximum payment to incorporate the cumulative payment shown on the PPS-C for PCP(s) achieved in advance of the date(s) shown on the Schedule of PCPs (Form PCP). *See also* DB Section 109-5.7.

The Design-Builder shall complete and submit, as part of its Request for Periodic Payment, the certificate of achievement of PCPs on Form RPP, listing the PCPs the Design-Builder considers to have been achieved in the previous month. The Design-Builder's Project Manager and the Design-Builder's QA/QC Manager must sign the draft certificate of achievement of PCPs. The Request for Periodic Payment will have no effect until countersigned by the Department's Project Manager pursuant to DB Section 109-6.

**DB 109-5.1 Payment Requests with the Monthly Progress Report**

Each application for periodic payment must contain the following:

- A) The amount claimed to be payable using Form RPP, setting out the percentage and amount of each PCV claimed according to the PPS-C, including amounts due under force account PCs and/or Change Orders;
- B) Any other amount claimed to be payable or deducted pursuant to a determination of the Department's Project Manager, identifying the relevant determination; and
- C) A PCP certificate included on Form RPP indicating the PCPs the Design-Builder considers to have been achieved during the preceding month and certifying compliance with Contract requirements. The certification must be signed by the Design-Builder's Project Manager, Construction Quality Control Manager (CQCM), and Design Quality Control Manager.

The Design-Builder shall make payment application for any Work where PCPs have been met in advance of the time or date shown on the Schedule of PCPs (Form PCP), subject to meeting all preceding PCPs in the applicable PC, in accordance with DB Section 109-5.7.

**DB 109-5.2 Unit Price Work**

For any unit price Work, the Design-Builder shall submit a summary table of quantities with the Request for Periodic Payment indicating location, item number and description, quantity, unit price, and total amount due for the period covered by the Request for Periodic Payment. The Design-Builder will attach copies of quantity measurement notes or field book entries stamped and signed by a Louisiana-licensed Professional Engineer or surveyor assigned in the Design-Builder's Construction Quality Management Plan (CQMP). The Design-Builder's Project Manager and the CQCM must sign and date the summary table.

The Design-Builder shall measure quantities for any unit price Work as per DB Section 109-2.6.

**DB 109-5.3 Payment for Stockpiled or Stored Material**

**DB 109-5.3.1 General**

Payment for stockpiled or stored Material will be considered only for Materials anticipated to be stored for periods in excess of 90 Calendar Days. When approved, advance payments may be made for fabricated or natural Materials that are to be incorporated in the Project when stockpiled Materials are stored on the Project or in a dedicated stockpile at an approved site outside the limits of the Project within the State of Louisiana. Payments will be limited to durable Materials described herein and will represent a significant portion of the project cost. Perishable articles and small warehouse items are not included. These Materials must meet the requirements of the Contract. Payment for stockpiled or stored Materials will not constitute acceptance. The Design-Builder shall protect the Material from damage while in storage.

Payment for Materials stored outside the State of Louisiana will be considered, subject to approval of the Department's Project Manager. This will generally be limited to adjacent states, except in cases where it will be in the best interest of the LA DOTD to pay for these Materials.

Payment may be made for the invoice price for the Materials, which must not exceed 85% of the PC which includes the Materials. For fabricated Materials purchased from commercial sources and delivered to approved storage, partial payment may be the invoice price plus freight and taxes. The Design-Builder shall allocate costs for Materials as part of the activities with which the Material is associated.

Partial payment for stockpiled materials must be requested by the Design-Builder in writing and the following documents must be furnished:

- A) A copy of the invoices from the supplier or manufacturer verifying the cost and quantity of the Material; and
- B) If storage is on private property, a copy of the lease or agreement granting the LA DOTD right of entry to property.

Within 30 Calendar Days after payment by the LA DOTD, the Design-Builder shall submit a certified copy of invoices from the suppliers for each item for which payment has been made. All such invoices submitted must state the amount received by the supplier as payment in full for the Materials. If this certification of payment is not presented within the 30 Calendar Day period, the advanced payment will be deducted from future periodic payments.

Title and ownership of Materials for which advancements have been made by the LA DOTD must not vest in the LA DOTD until such Materials are incorporated in the Work and the Work accepted by the LA DOTD. The making of advancements by the LA DOTD will not release the Design-Builder from the responsibility for any portion thereof.

**DB 109-5.3.2 Fabricated or Manufactured Materials**

Fabricated or manufactured Materials may include, but are not limited to, the following:

- A) Structural steel;
- B) Fabricated structural steel items;



- C) Steel piling;
- D) Reinforcing steel;
- E) Electrical Equipment;
- F) Mechanical Equipment;
- G) Precast concrete items;
- H) Structural timber;
- I) Timber piling;
- J) Fencing and guard rail Materials;
- K) Fabricated sign structures; and
- L) Sign panels.

**DB 109-5.3.3 Other Material**

These Materials will normally be large quantities of natural or manufactured aggregate. The Design-Builder's request for payment of stockpiled natural Material must give a detailed description of the Material, its intended use, and location of the site.

**DB 109-5.4 Equipment Used to Construct the Project**

The LA DOTD will not pay for direct costs of Equipment used to construct the Project. The Design-Builder shall allocate costs for Equipment, whether new, used, or rented, as part of the activities with which the Equipment is associated.

**DB 109-5.5 Bond Premiums**

The amount payable to the Design-Builder for bond premiums must be a dollar-for-dollar pass through of the Design-Builder's costs (not to exceed the amount shown on Form PC1 for such premiums).

**DB 109-5.6 Permits**

The amount payable to the Design-Builder for permits must be a dollar-for-dollar pass-through of the Design-Builder's costs (not to exceed amount shown on Form PC1 for permits). The Design-Builder shall provide backup documentation supporting each cost in this category to the LA DOTD prior to any payment.

**DB 109-5.7 Accelerated Payment**

The Design-Builder will be entitled to payment at a rate in excess of that shown on the PPS-C if a PCP is completed prior to the date shown on the Schedule of PCPs (Form PCP), provided all PCPs preceding the aforementioned PCP on the Schedule of PCPs (Form PCP) for that PC have also been completed. Periodic payment will be based on the percentages shown on the PPS-C for the date when the completed PCP was planned to be met.

*See also* DB Sections 109-1.4.3 and 109-1.4.4 for resulting adjustments to the Schedule of PCPs (Form PCP) and PPS-C.

**DB 109-6      REVIEW AND PROCESSING OF REQUESTS FOR PERIODIC PAYMENT**

Upon receipt of a Request for Periodic Payment, the Department's Project Manager will proceed in accordance with this DB Section 109-6. At the same time, the Department's Project Manager will countersign the certificate of PCPs achieved (Form RPP) for PCPs met.

Any adjustments by the Department's Project Manager to a Request for Periodic Payment will be reasonable and in accordance with the Contract Documents.

Upon resolution of any problems with any draft certificate of PCPs that resulted in an adjustment in the amount of a prior Request for Periodic Payment, or upon satisfaction of any conditions that were the basis for such an adjustment, the Design-Builder may include the amount of the adjustment in the next Request for Periodic Payment.

**DB 109-6.1      Payment Limitations and Partial Suspension of Payments**

There will be no advance payments or payments for mobilization except as specified in DB Section 109-1.1.2 and 109-1.3(F)(1).

The LA DOTD will not pay for construction Work, including Work being paid on a force account basis, unless the following conditions are met:

- A) The Design-Builder's Design Plans and Project specifications that have been released for construction as per DB Section 111-12.5 are on site for the Work being constructed;
- B) The Design-Builder's Design Plans and Project specifications have been checked and reviewed in accordance with DB Section 111-12 and design documentation maintained in accordance with DB Section 111-18;
- C) Construction Work has been inspected and sampling and testing conducted in accordance with DB Section 112-2;
- D) Items covered by Non-Conformance Reports (NCR) issued by the LA DOTD, the Design QC Manager, or Construction QC Manager are corrected and/or resolved to the satisfaction of the LA DOTD; and
- E) Construction documentation is completed and records and reports submitted and/or retained in accordance with DB Section 112-9.

If the Design-Builder does not meet the PCP by the date indicated on the Schedule of PCPs (Form PCP), all payment on that PC in which the PCP appears will be suspended at the level of the previous month's payment until the date the PCP is met, at which time the payment will be brought up to the appropriate level through the next Request for Periodic Payment.

As a condition precedent to consideration by the Department's Project Manager of any periodic payment for Work described in PC 1 for the preceding month, the monthly progress report completed in accordance with DB Section 108-2.3 must accompany each such application.

As a condition precedent to consideration by the Department's Project Manager of any periodic payment for Work described in PC 1 for the preceding month, all certified payrolls of the Design-Builder and all Construction Subcontractors must be up to date and submitted to the LA DOTD.

The LA DOTD may suspend payment for PC 1, 3, and/or 4 Work for any period if the Design-Builder's performance of PC 1, 3, and/or 4 continuing activities during the period resulted in any of the following:

- 1) Serious disruptions to necessary Maintenance of Traffic and access through the site;
- 2) Serious disruptions to the LA DOTD's access to the site or use of facilities provided for the LA DOTD's use;
- 3) Unacceptable safety performance as evidenced by the Design-Builder's accident record;
- 4) Non-compliance with environmental requirements that leads to citations, fines, and/or other penalties by environmental authorities;
- 5) Serious disruptions to procedures and documentation required by the Quality Plan and/or specified in the Contract;
- 6) Continued reports of blocked vehicular and/or pedestrian access to properties; or
- 7) Continued report of failure to comply with the requirements of Part 3 – Design Requirements and Performance Specifications, Traffic Control Plan Performance Specification.

The Department's Project Manager may determine that the three month PCPs for PC 1, 3, and/or 4 continuing activities have not been met and may suspend payment for PC 1, 3, and/or 4 Work at the end of the three month period covered by the PCP if there is a continuing history of non-compliance and failure to correct deficiencies noted in the Department's Project Manager's monthly assessment of the Design-Builder's performance for PC 1, 3, and/or 4 continuing activities listed in DB Sections 109-2.

No payment will be made under PCs or Change Orders being paid on a force account basis for design or construction Work necessitated to correct deficiencies noted on an NCR. The Design-Builder shall clearly delineate in its records and on the force account report (*see* DB Section 109-8.1.3) personnel and Equipment used on any corrective force account Work on such deficiencies.

If the Design-Builder fails to actively prosecute Work within a PC, the Department's Project Manager may suspend payment in that PC at the previous month's level or, as agreed between the Design-Builder and the Department's Project Manager, adjust the payment to a level commensurate with actual progress made.

#### **DB 109-6.2 Certification for Periodic Payment**

Within seven Calendar Days of receipt of a request in accordance with DB Section 109-5, the Department's Project Manager will issue to the LA DOTD, with a copy to the Design-Builder, a periodic payment certificate showing the amount of any periodic payment the Department's Project Manager considers payable by the LA DOTD to the Design-Builder. Such periodic payment certificate must be the sum of the following:

- A) The amounts shown to be due by reference to the Contract Periodic Payment Schedule; and
- B) The amounts determined by the Department's Project Manager to be due in respect of the following:
  - 1) Additional cost incurred and payable in accordance with the Contract;

- 2) Work executed pursuant to a force account Change Order; and
- 3) Any other amount or allowance to which the Design-Builder is entitled under the Contract, unless account has been or will be taken of such amount or allowance by way of a revision of a PCV under DB Section 109-1.4.2;

less:

- a) Any retention monies as provided for in DB Section 109-7;
- b) Any amounts certified for payment on certificates previously issued; and
- c) Any amounts recoverable from the Design-Builder in accordance with the Contract, including any amount withheld for PC 1 because the Design-Builder failed to provide the monthly progress report in the form and detail required in the Contract or failed to provide a revised Baseline Progress Schedule that the Department's Project Manager has Approved.

At the same time, the Department's Project Manager will countersign Form RPP to be based on the draft submitted by the Design-Builder pursuant to DB Section 109-5, amended as necessary, certifying the PCPs the Department's Project Manager considers the Design-Builder to have met. The Department's Project Manager will have power to omit from any such certificate the value of any Work with which the Department's Project Manager may, for the time being, be dissatisfied. The Department's Project Manager may by any certificate delete, correct, or modify any sum or statement of fact previously certified by him or her.

#### **DB 109-6.3 Cap on Periodic Payment**

If there is a need, periodic payments may be limited by a cumulative cap set forth on the PPS-C. If a cap on payment is in place on the Project, at no time will the Design-Builder's cumulative total progress payments exceed the cumulative total expenditure shown on the PPS-C except for the Design-Builder's accelerated performance as defined and provided in DB Section 109-5.7. The initial PPS-C set forth in DB Section 109-1.2 hereto is subject to revision from time to time as appropriate to account for any changes in the Lump Sum Contract Price as evidenced by Change Orders.

#### **DB 109-6.4 Payment by the Louisiana Department of Transportation and Development**

Within 30 Calendar Days after receipt by the LA DOTD of an acceptable request for periodic payment (such acceptability as determined by the LA DOTD), the LA DOTD will pay the Design-Builder the amount of the request approved for payment by the Department's Project Manager, less any applicable retention and less any amounts that the LA DOTD is otherwise entitled to withhold. If a cap on payment is in place on the Project, in no event will the LA DOTD have any obligation to pay the Design-Builder any amount which would result in payment for any activity in excess of the value of the activity shown on the PPS-C, except as provided in DB Section 109-5.7.

#### **DB 109-6.5 Adjustment for Cost of Materials or Fuels**

There will be no cost adjustment for any Materials or fuels under this Contract.

**DB 109-7      RETAINAGE**

If an election has been made to have retainage withheld from periodic payments due the Design-Builder, the LA DOTD will deduct from the periodic payment an amount equal to five percent of the requested periodic payment.

**DB 109-8      EXTRA WORK, FORCE ACCOUNT WORK, AND RECORD KEEPING**

**DB 109-8.1    New Work**

**DB 109-8.1.1   Agreed Prices**

Agreed prices for new Work or Material may be incorporated in the Change Order as the Department's Project Manager may deem them to be just and fair and beneficial to the state. These prices must be supported by a complete price analysis in the Change Order, or if approved by the Department's Project Manager, by reference to the weighted average bid or proposal prices for similar types and quantity of Work from other recent contracts. The price analysis will be based on an estimated breakdown of charges listed in DB Section 109-8.1.2 unless some other basis is approved by the Secretary. Agreed prices may be lump sum or unit price Work.

**DB 109-8.1.2   Force Account Charges**

Where there are no applicable unit prices for Extra Work ordered and agreed prices cannot be readily established or substantiated, the Design-Builder shall be paid on a force account basis. When force account is the method of payment, the Design-Builder will be paid the direct cost of the Work as determined and documented in DB Section 109-8.1.2(A) through (F). Jobsite and home office overhead indirect expenses, and profit for all parties will be considered fully compensated by a 15% mark-up on allowable direct cost items described in DB Section 109-8.1.2(A) through (D), and the mark-up on direct cost for any Subcontractors and the Design-Builder described in DB Section 109-8.1.2(E):

A)      Labor

For labor and working foremen in direct charge of operations, the Design-Builder shall receive the wage rates agreed on in writing before beginning Work for each hour that said labor and foremen are engaged in such Work. Jobsite and home office supervisory personnel must not be included as direct labor.

The Design-Builder shall receive the actual costs paid to, or on behalf of, workers for subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the Work, but limited to a maximum daily rate for subsistence and travel allowances. This maximum must be agreed upon prior to the Design-Builder incurring such charges.

B)      Bond, Insurance, and Tax

For property damage, liability, and Workers' Compensation insurance premiums; unemployment insurance contributions; social security taxes; and additional bond costs on force account Work, the Design-Builder shall receive the actual cost thereof. The

Design-Builder shall furnish satisfactory evidence of the rates paid for such additional bond, insurance, and tax.

C) Materials

For Materials used, the Design-Builder shall receive the actual cost of such Materials delivered to the Work including transportation charges and sales tax, if applicable.

D) Equipment

For machinery or special Equipment, the Design-Builder shall receive the rental rates agreed on in writing before such Work is begun. For Equipment rented from independent outside sources, the Design-Builder shall be reimbursed the reasonable actual cost as shown on paid rental invoices. For company-owned Equipment, the Design-Builder shall be reimbursed its internal cost recovery Equipment charge rate. The LA DOTD's Engineering Directives and Standards Manual, EDSM III.1.1.27, entitled Equipment Rental Rates, provides additional guidance concerning allowable Equipment rental rates and their application. If the Design-Builder chooses to use a rental rate guide book instead of its internal cost recovery rates to establish rental rates for company-owned Equipment, adjustments to the allowable type of Equipment and hours per day must be made as described in the EDSM III.1.1.27. In addition, no 15% mark-up on Equipment direct cost for jobsite and home office overhead expenses and profit will be allowed if the Design-Builder chooses to use rental rate guide book prices instead of its internal cost recovery rates.

E) Subcontracting

When the Work is to be performed by a Subcontractor, the Design-Builder will be paid the actual and reasonable cost of such subcontracted Work computed as outlined above, plus an additional allowance of ten percent of the first \$50,000.00 and five percent of all costs over \$50,000.00. Reimbursement for bond costs will be in accordance with DB Section 109-8.1.2(B).

F) Non-Allowable Costs

No additional Design-Builder cost reimbursement will be made for general superintendence, small tools or craft-specific tool allowances, or other direct or indirect costs not specifically included in DB Section 109-8.1.2(A) through (E).

**DB 109-8.1.3 Statements**

No payment will be made for force account Work until the Design-Builder has furnished the Department's Project Manager with duplicate itemized statements of the cost of such Work detailed as follows:

- A) Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman;
- B) Designations, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and Equipment;
- C) Quantities of Materials, prices, and extensions;
- D) Transportation of Materials; and

- E) Cost of property damage, liability, and workers' compensation insurance premiums, unemployment insurance contributions, and social security tax.

The Design-Builder's Project Manager and the Department's Project Manager will compare records of the cost of Work done as ordered on a force account basis. Such comparison must be made daily. Statements must be accompanied by invoices for Materials used and transportation charges. If Materials used on force account Work are not purchased for such Work, but are taken from the Design-Builder's stock, in lieu of invoices, the Design-Builder shall furnish an itemized list of such Materials showing that the quantity claimed was actually used and that the price and transportation costs claimed represent the actual cost to the Design-Builder. Invoices must be accompanied by the Design-Builder's notarized statement that payment in full has been made for the Materials.

**DB 109-9 ELIMINATED ITEMS**

Should any Work contained in the Contract be found unnecessary, the Department's Project Manager may, upon written order to the Design-Builder, eliminate such Work from the Contract. Such action will not invalidate the Contract.

When Work is eliminated, the Design-Builder will be reimbursed for activities done toward completion of the Work to be eliminated. No allowance, except as provided herein, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits claimed by the Design-Builder resulting directly from such elimination.

The Change Order authorizing reimbursements will show how the reimbursements were derived. Except when otherwise authorized by the Department's Project Manager, such derivation will show breakdowns of costs as detailed in DB Section 109-8.1.2.

**DB 109-10 FINAL ACCEPTANCE**

Upon receipt of written notice from the Design-Builder of the projected completion date of all of the requirements for the Project, the Department's Project Manager will inspect or review all portions of the Project to verify that all Work, including surveys, As-Built Plans, and Design Acceptance, have been satisfactorily completed. Prior to receiving notification for Final Acceptance for the entire Project, the Design-Builder must complete any specified training for LA DOTD personnel.

The Design-Builder shall prepare and submit As-Built Plans of the following types in electronic format and one reproducible hard copy set:

- A) Plan and profile sheets;
- B) Signing and striping;
- C) Pavement typical sections;
- D) All Bridge Plans;
- E) Retaining Structure Plans;
- F) Utility relocation Plans;
- G) Drainage Structure Plans;

- H) Cross sections in areas with retaining structures and/or cuts and/or fills in excess of ten feet high; and
- I) Plans of consolidated access points.

Upon verification that all items have been completed, the final inspection by the Department's Project Manager will be scheduled and conducted within 14 Calendar Days. If the inspection discloses Work, in whole or in part, as being unsatisfactory, the Department's Project Manager will give the Design-Builder the necessary written instructions within the time limit set by the Department's Project Manager. Upon correction of the Work, the Department's Project Manager will make an additional inspection and notify the Design-Builder accordingly as soon as reasonably possible thereafter.

If there are no outstanding items to be completed or corrected before Final Acceptance of the Project, the Design-Builder shall, following inspection:

- A) Submit to the Department's Project Manager special guarantees, warranties, maintenance agreements, final certifications, and similar documents required under the Contract;
- B) Deliver tools, spare parts, instructions, and similar items required to operate and maintain the Work; and
- C) Make changeover of locks to all Equipment and facilities and deliver keys and/or combinations to the Department's Project Manager.

When in the opinion of the Department's Project Manager the Design-Builder has fully performed the Work under this Contract, the Department's Project Manager will recommend to the appropriate LA DOTD officials the Final Acceptance of the Work so completed. If the appropriate LA DOTD officials accept the recommendation of the Department's Project Manager, he will thereupon by letter notify the Design-Builder of such Final Acceptance, and copies of such Final Acceptance will be sent to other interested parties.

Upon Final Acceptance of the Work, the LA DOTD will execute a certificate that the Work provided for in the Contract has been completed and accepted under the terms of the Contract. The Certificate of Acceptance will be recorded in the office of the Recorder of Mortgages of any parish in which the Work has been done.

Final Acceptance will be final and conclusive except for defects not readily ascertainable by the LA DOTD; actual or constructive fraud; gross mistakes amounting to fraud; or other errors which the Design-Builder knew or should have known about as well as the LA DOTD's rights under any warranty or guarantee. Final Acceptance may be revoked by the LA DOTD at any time prior to the issuance of the final payment upon the LA DOTD's discovery of such defects, mistakes, fraud, or errors in the Work.

Damage, theft, or vandalism to the items by the public after Final Acceptance will be repaired or replaced by the LA DOTD or by the Design-Builder. When the damage to an item is such that only partial repair or replacement is required and the Work is to be done by the Design-Builder, payment will be made as provided in DB Section 109-8.1. Items damaged due to negligence of the Design-Builder will be repaired or replaced at no cost to the state.

Final Acceptance does not relieve the Design-Builder's obligations pursuant to any guaranty or warranty under the terms of the Contract.

For detailed Project closeout requirements *see* DB Section 115.



**DB 109-11 FINAL PAYMENT**

The entire balance due to the Design-Builder, including any amounts withheld as retainage, will be paid; however, before the final payment, the Design-Builder shall submit to the LA DOTD a certificate from the Recorder of Mortgages of the parish in which the Work has been done to the effect that there are no claims or liens recorded against the Contract, in accordance with La. C. C. P. 5059 and Louisiana Revised Statutes 1:55. The date of the certificate must not be prior to the expiration of 45 Calendar Days, but must be prior to the expiration of 90 Calendar Days, after the Certificate of Acceptance was recorded in the Recorder of Mortgage's Office.

Prior to final payment, all releases or waivers on buildings, wells, utilities, and railroads must be furnished as well as any maintenance bonds, certificates from the Health Department, tracings, brochures, or other items required by the Contract.

Final payment will not release the Design-Builder or Sureties from liability for any fraud in construction; in obtaining periodic payments; in payment for Materials, labor, or other supplies or services for the Work; or for any claims for damages, loss, or injury sustained by any person through the fault, negligence or conduct of the Design-Builder or any employees, agents, Subcontractors, suppliers, or representatives.

**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 109A**  
**FORMS**



**APPENDIX 109A**

**FORMS**

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Form RPP	Request for Periodic Payment and Periodic Certification Summary Sheet

**FORM 109-06**

**CERTIFICATION OF TITLE  
TO MATERIALS STORED, OR TO BE STORED,  
FOR INCORPORATION INTO LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT PROJECT**

WHEREAS, \_\_\_\_\_ hereafter referred to as the "Design-Builder," is engaged in the performance of the Contract with the Louisiana Department of Transportation and Development, hereafter referred to as the "LA DOTD," and

WHEREAS, in accord with the Design Plans and Project specifications, the Design-Builder has purchased certain Materials for incorporation into the Contract Work from \_\_\_\_\_, hereafter referred to as the "Vendor," and

WHEREAS, these Materials referred to are as follows:

and,

WHEREAS, to comply with the provisions of the Contract Documents regarding payment of stockpiled Materials requiring certification of the Design-Builder's absolute legal title to the Materials described above and warrant of title to the same Materials to the LA DOTD, the Design-Builder, and the Vendor have entered into the following agreement.

NOW, THEREFORE, and in consideration of the forgoing premises, the Design-Builder and the Vendor agree, with the intention of being bound hereby, as follows:

1. The Vendor has executed this document for the purpose of acknowledging that: the Vendor has made an outright sale and transfer of title for the above Materials to the Design-Builder free of all restrictions, filings, or liens; the Vendor is the lawful owner of the above Materials and has the right make such transfer of title; and the Vendor will not in the future make any claims whatsoever to such title.
2. The Design-Builder certifies and represents that it is the lawful holder of the absolute legal title to the above Materials and has full legal right, power, and authority to sell and transfer such title without restrictions, filings, or liens of any kind on the part of the Vendor and/or any Subcontractor.
3. The Design-Builder, Vendor, and/or any Subcontractor and their successors and assigns, will and do by these presents warrant title to the above described Materials to the LA DOTD.

**Louisiana Department of Transportation and Development**

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4. In the event that the Vendor has sold the above described Materials to a Subcontractor of the Design-Builder, this Certification of Title is hereby amended at all applicable points to reflect this fact. By the execution of this certification, any such Subcontractor is acknowledging that: such Subcontractor has made an outright sale and transfer of title for the above Materials to the Design-Builder free of all restrictions, filings, or liens; such Subcontractor is the lawful owner of the above Materials and has the right to make such transfer of title; and such Subcontractor will not in the future make any claims whatsoever to such title.

IN WITNESS WHEREOF, the parties hereto have caused this Certification of Title to be executed this day of \_\_\_\_\_, 20\_\_.

**ATTEST: DESIGN-BUILDER**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST: SUBCONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST: VENDOR**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



**Louisiana Department of Transportation and Development**

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**FORM RPP**

Request for Periodic Payment and Periodic Completion Certification  
Section A

(1) Payment Request No.

(2) Period of:

(3) Date Request Submitted:

(6)  Price Center Code	(7)  Price Center Value	(8)  Cumulative Amount Earned at End of Last Period	(9)  Planned Cumulative Payment per PPS-C	(10)  All Scheduled PCPs Met Yes or No	(11)  Actual Cumulative Amount Earned End of This Period
PC1, Preliminary & General Requirements					
PC2, Engineering & Design					
PC3, Maintenance & Protection of Traffic					
PC4, Environmental Monitoring & Mitigation					
PC5, Hazardous & Contaminated Materials Remediation					
(12) Total					0

Project Check Points Met this Period Section A (enter PCP Code)(13)










**FORM RPP**

Instructions

A. All amounts shall be in US\$.

B. Request for Periodic Payment Sheet

1. Enter Payment Request Number (numbered sequentially starting with "1")
2. Enter month and year covered by this payment request
3. Enter date this payment request was submitted to Department's Project Manager
4. Enter date received by Department's Project Manager
5. Enter Lump Sum Contract Price
6. Enter Price Center Code from PPS-C for each Price Center in the Section
7. Enter Price Center Value from PPS-C for each Price Center
8. Enter Amount Earned at End of Previous Period
9. Enter Planned Cumulative Amount Earned from PPS-C for each Price Center. Enter "N/A" for any Price Center being paid on a unit price or force account basis
10. If "Yes" in Column (10), enter amount shown in Column (9); if "No" in Column (10), enter amount shown in Column (8)
11. Total the amounts shown in (11) and enter in (12)
12. Enter total of Column (11)
13. Enter the PCP code of each PCP achieved (met) during the period
14. Enter total of Column (8)
15. Subtract (14) from (12)
16. Multiply (15) by 0.05
17. Subtract (16) from (15)

C. Periodic Certifications

The Design-BUILDER's Project Manager, QA/QC Manager, and Design Manager shall sign and date the Certifications.

D. Department's Endorsement

The Department's Project Manager will sign and date the LA DOTD endorsement for the Periodic Completion Certificate

E. See DB Section 109 for documentation required for Unit Priced and Force Account Work.

F. Add additional worksheets for additional Project sections as required.