

Louisiana Department of Transportation and Development

Form 107A

Right-of-Way Acquisition Schedule

Parcel	Type	Location	Owner	Status	Design-Builder's Priority Number	Date Desired by Design-Builder *	Estimated Date Available
01-01, 01-02, 02-01, 02-02 & 03-03	FEE		HUMPHREY T. OLINDE JR., ET AL	B			01/31/06
02-03	FEE		FREEDA LAURENT DEBATAZ	D			02/28/06
02-04	FEE		LUTHER BERGERON, ET UX	A			12/01/05
03-01	FEE		IVORY H. HAMMOND	D			02/28/06
03-02	FEE		THE PARISH OF POINTE COUPEE, LA., ET AL	D			02/28/06

New Mississippi R. Bridge
 Scope of Services Package
 ITP
 Appendix C – Proposal Forms
 Form 107A

Conformed Copy

Louisiana Department of Transportation and Development

03-04	FEE		MARSHALL L. GROSSERAND III, ET AL	D		02/28/06
04-01	FEE		GARRETT FAMILY, LLC	D		02/28/06
04-02	FEE		WAGLEY PROPERTIES, LLC	D		02/28/06
04-03	FEE		C.E.H. PROPERTIES, INC.	D		02/28/06
04-04	FEE		CHARLES EDWARD HEBERT III, ET UX	D		02/28/06
04-05	FEE		GERARD J. ROY, ET UX	A		12/01/05
04-06	FEE		H.J. FONTAINE FAMILY TRUST	D		02/28/06
04-07	FEE		HUMPHREY T. OLINDE JR.	B		01/31/06
04-08	FEE		SAM J. GREZAFFI, ET UX	A		12/01/05
05-01 & 10-02	FEE		LYNELLE SCHEXNAYDER GAY	D		02/28/06
06-01	FEE		ANTHONY W. JARREAU, ET UX	D		02/28/06
06-02	FEE		JAMES EDDY SAIZON, ET UX	D		02/28/06
06-03	FEE		THOMAS KENT LOUPE	D		02/28/06
07-01, 07- 05 & 28- 03	FEE		JEREMY PAUL FOWLER, ET UX	D		02/28/06

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07-02	FEE		ROBERT N. LOUPE, ET UX	D		02/28/06
07-03	FEE		JOHN WHITNEY RODNEY	A		12/01/05
07-04	FEE		MARILYN JOSEPH CROSBY & JOHN D. JOSEPH JR.	A		12/01/05
08-01, 28-01 & 28-02	FEE		JANE L. PHILLIP ESTATE	D		02/28/06
08-02	FEE		OTIS L. OLINDE JR., ET AL	D		02/28/06
08-03	FEE		B & S ENTERPRISES	A		12/05/05
09-01	FEE		GLADYS ROSS	D		02/28/06
09-02	FEE		JOHN ROBERT SMITH JR.	A		12/01/05
09-03	FEE		EMILY MERRICK KING AND GLORIA FRANCES MERRICK	D		02/28/06
09-04, 09-04-C-1, & 09-04-C-2	FEE		MARY ANN SCHEXNAYDER GOODYEAR	D		02/28/06
12-01	FEE		MACK LOIS PATIN	A		12/01/05
12-02 & 12-04	FEE		NRG NEW ROADS HOLDING, LLC	D		02/28/06

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12-03 & 13-01	FEE		GORDON HARRELL BENNETT, ET AL	D			02/28/06
13-02	FEE		ANTOINE LANGLOIS, ET AL	D			02/28/06
13-03	FEE		CONRAD LANGLOIS JR., ET AL	D			02/28/06
14-01, 14-01-C-1, 15-02 & 29-02	FEE		STACIA ROBERTS PANGBURN, ET AL	D			02/28/06
15-01, 15-01-C-1, 15-01-C-2, 17-01, 17-02, 29-03 & 29-04	FEE		GEORGE PITCHER ROBERTS, ET UX	D			02/28/06
18-01 & 18-02	FEE		EDWARD I. DANIEL JR., ET AL	C			02/28/06
20-01	FEE		ROBERT E. DANIEL, ET AL	C			02/28/06
21-01	FEE		MARINE INDUSTRIAL FABRICATORS, INC.	D			02/28/06
23-01, 23-01-C-1 & 23-01-C-2	FEE		THOMAS B. DANIEL, ET AL	C			02/28/06
24-01	FEE		M. L. HARVEY JR., ET AL	B			01/31/06

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24-02	FEE		EDWARD I. DANIEL, ET UX	C			02/28/06
25-01	FEE		THOMAS BICKMAN DANIEL, ET AL	C			02/28/06
26-01	FEE		JANET BERLY BICKHAM EISWORTH, ET AL	A			12/05/05
29-01	FEE		TRANSCONTINENTAL GAS PIPELINE CO.	C			02/28/06

*Individual parcels will be identified in these areas. Design-Builder is to provide priority and dates required for Right-of-Way in these areas based on alignment shift.

FORM C

SINGLE POINT OF CONTACT

Proposer's Name: _____

Name of Point of Contact: _____

Company Affiliation: _____

Address: _____

Office Telephone: _____

Facsimile: _____

Mobile or Pager Number: _____

E-mail Address: _____

Louisiana Department of Transportation and Development

FORM CF

SCOPE OF SERVICES PACKAGE COMMENT FORM

Comment Sheet Number _____ of _____ Sheets

Part Number	Section Number	Comment(s)	Reserved for Response

FORM CR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding the Louisiana Department of Transportation and Development's (LA DOTD) concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Contract (if awarded to this Proposer) and not also be committed to other Projects, _____ (Name of Proposer) commits that the personnel resources shown in the Proposal, including identified design staff, will be available to the extent within this Proposer's control. If awarded the Contract, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

In making this commitment, the Proposer includes the following reservations: (If made without reservation, enter "NONE").

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated Project Principal-in-Charge or Project Manager)

FORM DU
DESIGN UNIT DESCRIPTIONS

Proposer Name : _____

Price Center Code (from Form PCD) ⁽¹⁾	Design Unit Code	Design Unit Description

Note : (1) – The selected Proposer shall add Price Center codes prior to Contract execution.

FORM EPD

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement) is made and entered into this _____, 2005, by and among the _____ (Proposer), and _____ (Escrow Agent) with reference to the following facts:

- A) The Louisiana Department of Transportation and Development (LA DOTD) has issued a Scope of Services Package to furnish the design of and to build the New Mississippi River Bridge at St. Francisville Design-Build (DB) Project;
- B) The Proposer has submitted to the LA DOTD a Proposal in response to the Scope of Services Package;
- C) As part of the Proposal, the Proposer is submitting one copy of required information used in the preparation of its Proposal in accordance with Section 3.4 of the Instructions to Proposers (ITP) included in the Scope of Services Package. Said information is contained in ___ separately sealed boxes (Escrowed Proposal Documents); and
- D) The Proposer wishes to employ the services of the Escrow Agent to act as the escrow holder with regard to the Escrowed Proposal Documents and the Escrow Agent has agreed to serve as escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1) Deposit. The Proposer hereby deposits with the Escrow Agent the Escrowed Proposal Documents, which are attached and incorporated to this Agreement at Exhibit A. The Escrow Agent hereby acknowledges receipt of such Escrowed Proposal Documents in _____ boxes, and such Escrowed Proposal Documents shall be held in escrow under the terms and conditions of this Agreement.
- 2) Holding of Escrowed Proposal Documents. The Escrow Agent shall hold the Escrowed Proposal Documents in escrow in a designated area on the premises of the Escrow Holder located at _____ on a non-public basis. The Escrow Holder must be located in Baton Rouge, Louisiana. The Escrowed Proposal Documents shall be stored in an area which is locked at all times. No third party, including the employees of the Escrow Agent, shall be allowed access to any part of the Escrowed Proposal Documents. The Escrow Agent shall allow access to the Escrowed Proposal Documents, from time to time, only to designated representatives of the LA DOTD and Proposer for purposes of joint review or retrieval of the Escrowed Proposal Documents by the LA DOTD and Proposer. No access shall be given to either representative from the LA DOTD or Proposer unless representatives from both are present. The Escrow Agent shall provide such access to the LA DOTD and Proposer during the Escrow Agent's business hours upon reasonable advance notice.

FORM EPD

ESCROW AGREEMENT

- 3) The Contract Services Engineer Administrator, or his/her successor, is authorized to request access on behalf of the LA DOTD and _____, or his/her successor, is authorized to request access on behalf of the Proposer. The LA DOTD may change its authorized representative by providing written notice to the Proposer and the Escrow Agent. The Proposer may change its authorized representative by providing written notice to the LA DOTD and the Escrow Agent. The Escrow Agent shall allow access only to those individuals designated in written notices from the authorized representatives designated above.
- 4) Release of Escrowed Proposal Documents. If the LA DOTD does not enter into a contract with Proposer, the Escrow Agent shall release the Escrowed Proposal Documents to the Proposer upon delivery by the LA DOTD of a notice that the LA DOTD has determined not to enter into a contract with the Proposer. If the LA DOTD does enter into a contract with Proposer, the Escrow Agent shall continue to hold the Escrow Proposal Documents until further notice from the LA DOTD and the Proposer.
- 5) Representation and Warranty. The Proposer represents and warrants to the LA DOTD that, prior to delivery of the Escrowed Proposal Documents to the Escrow Agent, the Escrowed Proposal Documents were personally examined by an authorized representative of the Proposer and that they meet the requirements of the Scope of Services Package (including the requirements of Part 2 – DB Section 110) and are sufficient to enable a complete understanding of the interpretation of how the Proposer arrived at its lump sum Price Proposal.
- 6) Rights of the Escrow Agent. If conflicting demands are made or notices serviced upon the Escrow Agent with respect to this escrow, the parties hereto expressly agree that it shall have the absolute right at its election to do either or both of the following:
 - a) Withhold and stop all further proceedings in and performance of this escrow; or
 - b) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights among themselves.
- 7) Fees. The fees for this escrow shall be paid by the Proposer.
- 8) Notices. All notices which may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to the following:
If to Proposer:

Attention: _____

FORM EPD

ESCROW AGREEMENT

If to the Louisiana Department of Transportation and Development:

1201 Capitol Access Road
Baton Rouge, LA 70802-4432
Attention: Steven L. Cumbaa
Contract Services Engineer Administrator

If to the Escrow Agent:

Attention: _____

Or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

- 9) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
- 10) Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
- 11) Governing Law. The laws of the State of Louisiana shall govern this Agreement.
- 12) Attorney's Fees. If either the LA DOTD or Proposer commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and other costs incurred in the action and in preparation for said action and any subsequent appeal.

FORM EPD

ESCROW AGREEMENT

EXHIBIT A

SEALED ESCROWED PROPOSAL DOCUMENTS

FORM KP

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Applicable Experience	Education/Registration	Parent Firm Name	Percent of Time Dedicated to Project
Design-Builder's Deputy Project Manager					
Quality Control Manager					
Design Quality Control Manager					
Construction Quality Control Manager					
Safety Manager					
Environmental Coordinator					
Utilities Design/Construction Coordinator					
Lead Geotechnical Engineer					
Public Outreach Specialist					
Traffic Control Supervisor					

Use additional sheets when needed.

FORM LSI

LETTER OF SUBCONTRACT INTENT

_____ intends to subcontract Work for the New Mississippi River
(Proposer's name)

Bridge at St. Francisville Design-Build (DB) Project to _____ to
perform the
(Name of Subcontractor/Consultant)

following types of Work:

The minimum value of the subcontract is _____.

For the Proposer:

For the Subcontractor/Consultant:

(Signature)

Confirmed by: (Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

**FORM NS
NAMED SUBCONTRACTORS**

Proposer Name: _____

Specialty/Assignment /Percentage	Subcontractor Name/ Contact	Address of Head Office	Telephone/Facsimile	For the last two Projects, list the Project Name; Owner; and Owner's Contact's Name and Telephone and Facsimile Numbers	
				Project 1	Project 2

FORM NS
NAMED SUBCONTRACTORS

Proposer Name: _____

Specialty/Assignment /Percentage	Subcontractor Name/ Contact	Address of Head Office	Telephone/Facsimile	For the last two Projects, list the Project Name; Owner; and Owner's Contact's Name and Telephone and Facsimile Numbers	
				Project 1	Project 2

Add additional sheet(s) as necessary.

Louisiana Department of Transportation and Development

FORM OC
OPINION OF COUNSEL
[Letterhead of Independent Law Firm or In-house Counsel]

[Date]

Louisiana Department of Transportation and Development
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

Attn: _____

Re: Request for Proposals
New Mississippi River Bridge Project
Project No. 052-02-0024, et. al.

Gentlemen:

[Describe relationship to Proposer and its Joint Venture (JV) members, general partners, and any other entities whose approval is required in order to authorize delivery of the proposal.] This letter is provided to you pursuant to Section 3.1.1 of the Instructions to Proposers (ITP) contained in the Scope of Services Package.

In giving this opinion, we have examined _____. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable.

In making this response we have assumed that all items submitted to us or reviewed by us are genuine, accurate, and complete and, if not originals, are true and correct copies of originals and that all signatures on such items are genuine.

Subject to the foregoing, we are of the following opinion:

- A)[An opinion regarding formation and existence of Proposer and each of its JV members and general partners.]
- B)[An opinion that the Proposer has power and is duly authorized to execute and deliver the Proposal and Design-Build (DB) Contract.]
- C)[An opinion that the Proposal has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation of the Proposer and its JV members/general partners to enter into the Contract if awarded.] [An updated opinion will state that the Contract has been duly and validly executed and delivered.]
- D)[An opinion that all required approvals have been obtained with respect to execution and delivery of the Proposal and Contract and that the Proposal and Contract do not conflict with any agreements to which the Proposer or its JV members/general partners are a party or with any orders, judgments, or decrees by which the Proposer or its JV members/general partners are bound.]

Louisiana Department of Transportation and Development

FORM OF PROPOSAL

PROPOSAL OF _____

NAME _____ TELEPHONE (____) _____

ADDRESS _____

CONTRACTOR'S LICENSE No. _____ ENGINEER'S LICENSE No. _____

TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT:

The undersigned proposes to design and construct this Project in accordance with the Contract Documents and certifies to furnish and deliver all the materials and to do all work and labor required for the design and construction of Louisiana Project No. 052-02-0024, et. al., in West Feliciana and Pointe Coupee Parishes, Louisiana, for the total Lump Sum Contract Price as stated in the Schedule of Prices (Form SP). The undersigned also certifies that he has examined the site of the proposed Work and the Request for Proposals (RFP) before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions, and acknowledgments:

- A) To execute the Contract and to furnish bonds in the amount specified in the Contract within 15 working days after Award and, failing to do so, to forfeit the accompanying check or Proposal bond to the Louisiana Department of Transportation and Development (LA DOTD) as Liquidated Damages (LD), and the Secretary may proceed to award the Contract to others.
- B) To commence Work within 60 calendar days of Notice of Contract Execution, or such additional time as may be allowed in writing by the Department's Project Manager and to reach Project Substantial Completion by the date specified in the Contract.
- C) To furnish a performance and a payment bond in the penalty of full amount stated in the Contract as surety conditioned for the full, complete, and faithful performance of this Contract.
- D) In accordance with the Contract to repair, maintain and guarantee all work performed thereunder until accepted by the Chief Engineer.

The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations [check appropriate box below]:

have not in any way participated in any activities in restraint of trade or been debarred with relation to public contracts either in the State of Louisiana or any other state of the United States (US) during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

have participated in activities in restraint of trade with relation to public contracts either in the State of Louisiana or any other state of the US during the five-year period immediately preceding this Proposal or entered into collusion or restraint of free competition on this Contract and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competition, or collusion.

The Proposer also hereby certifies that it ~~has~~ and its Principal Participants have () ~~has~~ have not () participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246;

FORM PC1

**PRICE CENTER 1
PRELIMINARIES AND GENERAL REQUIREMENTS**

Activity Code ¹	Activity ²	Lump Sum Price (Enter Lump Sum Price for Each Activity)
	Payment, Performance, and Retainage Bonds	
	Insurance and Insurance Certificates	
	Project Mobilization	
	Permits and Regulatory Approvals (non-environmental)	
	Environmental Compliance (plans, permits, approvals, reports, records, and monitoring)	
	Project Management	
	Quality Plan and Updates	
	Project Quality Management and Construction Quality Control	
	Safety Plan and Safety Administration	
	Liaison and Coordination with Local Authorities and Agencies	
	On-Site Security, Communications, and Project Identification Signing	
	Design-Builder's Temporary Facilities (provide, erect, service, and maintain)	
	Design-Builder-Provided Facilities and Equipment for the Louisiana Department of Transportation and Development	
	Removal of Temporary and Design-Builder-Provided Facilities and Site Clean-up/Restoration	
	Construction Staking	
	Price Center Value³ (Sum of the Lump Sum Prices for each activity)	

¹ Use codes from Baseline Progress Schedule P3 Program.

² Other activities may be added by Proposer

³ Enter sum for the column. Enter amount on Form SP

FORM PC1

**PRICE CENTER 1
PRELIMINARIES AND GENERAL REQUIREMENTS**

FORM PC2

**PRICE CENTER 2
PROJECT-WIDE ENGINEERING AND DESIGN ACTIVITIES**

Activity Code¹	Activity²	Lump Sum Price (Enter Lump Sum Price for each activity)
	Design of Temporary and Permanent Works through Final Design (including, design reports, design drawings, and Project Specifications)	
	Geotechnical Investigations	
	Other Preliminary Engineering, such as, Preliminary Surveys	
	Design Support during Construction	
	As-Built drawings, manuals, and reports	
	Activities of the Design Quality Control Manager and staff (Design QC)	
	Scour analysis	
	Price Center Value³ (Sum of lump sum prices for each activity)	

¹ From activities on Baseline Progress Schedule P3 Program.

² Enter sum on Form SP.

³ Other activities may be added by Proposer.

FORM PC4

**PRICE CENTER 4
PROJECT-WIDE
ENVIRONMENTAL MITIGATION AND COMPLIANCE**

Activity Code¹	Activity²	Lump Sum Price (Enter lump sum price for each activity)
	Environmental investigations and documentation	
	Environmental Mitigation Measures and Plans	
	SPDES Preparation	
	SPDES Implementation	
	Price Center Value³ (Sum of prices for each activity)	

¹ From activities on Baseline Progress Schedule.

² Other activities may be added by Proposer

³ Enter sum on Form SP

FORM PC6

**PRICE CENTER 6
PROJECT-WIDE
HAZARDOUS AND CONTAMINATED SUBSTANCES REMEDIATION ACTIVITIES**

Environmental Design and Monitoring of Construction Zone					
Activity Code ¹	Activity ²	Unit of Measure	Unit Price	Estimated Quantity	\$ Amount ³
	Excavation and Replacement of Uncontaminated Overburden	CuY			
	Category 1A: Excavation and On-site Remediation of Hydrocarbon Contaminated Soil	CuY			
	Category 1B: Excavation and Off-site Remediation of Hydrocarbon Contaminated Soil	CuY			
	Category 2A: On-site Remediation of Contaminated Groundwater	1000 G			
	Category 2B: Off-site Remediation of Contaminated Groundwater	1000 G			
	Category 3A: On-site Remediation of Asbestos Containing Material	CuY			
	Category 3B: Removal and Off-site Remediation of Asbestos Containing Material	CuY			
	Category 4: Removal and Off-site Remediation of Lead-Based Paint	SqY			
	Price Center Value⁴ (Sum of prices for each activity)				

¹ From activities on Baseline Progress Schedule.

² Enter lump sum price.

³ Enter extension of quantity times unit price.

⁴ Total lump sum and extensions for unit priced items and enter sum on Form SP.

Louisiana Department of Transportation and Development

FORM PCD

PRICE CENTER DESCRIPTIONS

Project Section	Project WBS Code	Price Center Code	Price Center Title	Price Center Description
A			Project-wide Activities	
			PC1 Preliminaries and General Requirements	<i>See Form PC1</i>
			PC2 Project-Wide Engineering and Design Activities	<i>See Form PC2</i>
			PC3 Project-Wide Maintenance of Traffic	<i>See Form PC3</i>
			PC4 Project-Wide Environmental Compliance and Monitoring	<i>See Form PC4</i>
			PC5 Project-Wide Public Outreach	<i>See Form PC5</i>
			PC6 Project-Wide Hazardous and Contaminated Substances Remediation Activities	<i>See Form PC6</i>
			PC7 Mattress Production and Installation	<i>See Form PC7</i>
B				

FORM PCD

PRICE CENTER DESCRIPTIONS

Project Section	Project WBS Code	Price Center Code	Price Center Title	Price Center Description
C				
D				

FORM PCD

PRICE CENTER DESCRIPTIONS

Project Section	Project WBS Code	Price Center Code	Price Center Title	Price Center Description

[Note: Add Construction Price Centers for Sections B thru __. Add additional Sections as required.]

FORM PP

LUMP SUM PRICE PROPOSAL COVER SHEET

Proposer's Name: _____

This Price Proposal is submitted in response to the Request for Proposals, dated (*Date*), as amended by Amendments, and includes the following:

Section 1:

- Form PP (Price Proposal Cover Sheet)

Section 2:

- Schedule of Prices (Form SP), including the lump sum total price;
- Forms PC1 through PC6;
- Proposal Periodic Payment Schedule (Form PPS-P);
- Form LSI; and
- Copy of Form PCD, Price Center Descriptions.

Section 3:

- Proposal Bond

Signed by Parties signing Form of Proposal:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Signatures)	(Representing)	(Dates)

FORM PPS-P

PROPOSAL PERIODIC PAYMENT SCHEDULE

Month after Notice to Proceed (3)	Total Proposal Price ⁽¹⁾	Planned Cumulative Payment ⁽²⁾
--	-------------------------------------	---

1		
2		
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12		
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15		
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28		

1. Enter Proposal Price from Form SP.
2. Enter planned cumulative payment for each month between Notice to Proceed and Final Completion Date.
3. Add months to table to reflect duration of Contract.

FORM RR

CERTIFICATION OF EMPLOYMENT OF LOUISIANA RESIDENTS

**TRANSPORTATION INFRASTRUCTURE MODEL
FOR ECONOMIC DEVELOPMENT PROJECTS**

If this Project is designated by Special Provision as a Transportation Infrastructure Model for Economic Development (TIMED) Project as defined in Act No. 16 of the 1989 First Extraordinary Session of the Legislature which enacted Part V of Chapter 7 of subtitle II of Title 47 of the Louisiana Revised Statutes of 1950, comprised of R.S. 47:820.1 through 820.6

The Proposer certifies that at least 80% of the employees employed on this TIMED Project will be Louisiana residents in accordance with Louisiana Revised Statutes 47:820.3.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated Project Principal-in-Charge or Project Manager.)

FORM SP

SCHEDULE OF PRICES FORMAT

Price Center Code ⁽¹⁾	Price Center Title/Component Identification ⁽¹⁾	Price Center Value ⁽²⁾
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PROJECT SECTION A (Project-Wide Activities)

	PC1 Preliminaries and General Requirements. <i>See Form PC1</i>	
	PC2 Project-Wide Engineering and Design Activities. <i>See Form PC2</i>	
	PC3 Project-Wide Maintenance of Traffic. <i>See Form PC3</i>	
	PC4 Project-Wide Environmental Mitigation and Compliance. <i>See Form PC4</i>	
	PC5 Project-Wide Public Outreach. <i>See Form PC5</i>	
	PC6 Project-Wide Hazardous and Contaminated Substances Remediation Activities. <i>See Form PC6</i>	
	PC7 Mattress Production and Installation. <i>See Form PC 7</i>	

PROJECT SECTION B

	PC10B Site Work	
	PC11B Excavation and Embankment	
	PC12B Utility Relocations	
	PC13B Pavement Structure (20-year design) (Base and Paving)	
	PC14B Drainage	
	PC15B Retaining Structures	
	PC16B Permanent signing and striping	

FORM SP

SCHEDULE OF PRICES FORMAT

Price Center Code⁽¹⁾	Price Center Title/Component Identification ⁽¹⁾	Price Center Value⁽²⁾
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PROJECT SECTION C

	PC10C Site Work	
	PC11C Excavation and Embankment	
	PC12C Utility Relocations	
	PC13C Pavement Structure (20-year design) (Base and Paving)	
	PC14C Drainage	
	PC15C Retaining Structures	
	PC16C Permanent signing and striping	
	PC17C Bridge	

PROJECT SECTION D

	PC10D Site Work	
	PC11D Excavation and Embankment	
	PC12D Utility Relocations	
	PC13D Pavement Structure (20-year design) (Base and Paving)	
	PC14D Drainage	
	PC15D Retaining Structures	
	PC16D Permanent signing and striping	

FORM SP

SCHEDULE OF PRICES FORMAT

Price Center Code ⁽¹⁾	Price Center Title/Component Identification ⁽¹⁾	Price Center Value ⁽²⁾
----------------------------------	--	-----------------------------------

SUBTOTALS AND TOTALS

	TOTAL LUMP SUM BASE PROPOSAL PRICE⁽³⁾	
	LUMP SUM BASE PROPOSAL PRICE PLUS OPTION 1 TOTAL⁽⁴⁾	

Instructions:

- 1) Enter Price Center codes and titles for each Price Center, to match Form PCD. The current Price Center and activity codes, excluding those shown in Section A, are examples and may be changed at the Proposer's discretion and in accordance with the requirements contained in Design-Build Section 109.
- 2) Enter the Price Center Value.
- 3) Enter the sum of the lump sum Base Proposal Price.
- 4) Add together the lump sum Base Proposal Price and the price differential for the exercise of Option 1.

Louisiana Department of Transportation and Development

NON-COLLUSION FORM

STATE PROJECT NO. 052-020024, et. al.
WEST FELICIANA AND POINTE COUPEE PARISHES

AFFIDAVIT

I hereby certify that I am (the) (a) _____ and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Proposer) to solicit or secure this Contract; and
- B) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; or
- C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Proposer) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out this Contract;

I acknowledge that this affidavit is furnished to the Louisiana Department and Transportation and Development in connection with this Contract in accordance with the provisions of Louisiana Revised Statutes 38:2224 and is subject to applicable state and federal laws, both criminal and civil.

(Signature)

(Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT _____,

THIS _____ DAY OF _____, 2005.

(SEAL)

BY: _____
(Notary Public)

Louisiana Department of Transportation and Development

PROPOSAL SECURITY

_____, as Principal and

_____, as Surety, are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the LA DOTD) in the sum of five percent of the Proposer's total lump sum Proposal Price, of which the Principal and surety bind themselves and their heirs, executors, administrators, successors, and assigns, as solidary obligors.

Signed and sealed this _____ day of _____, 2005

The condition of this obligation is such that, whereas the Principal has submitted a Proposal to the LA DOTD on a Contract for the construction of State Project No. 052-02-0024, et. al., the New Mississippi River Bridge at St. Francisville, located in West Feliciana and Pointe Coupee Parishes, if the Proposal is accepted and the Principal, within the specified time, enters into the Contract in writing and gives bond with Surety acceptable to the LA DOTD for payment and performance of said Contract, this obligation shall be void; otherwise to remain in effect.

Principal (or, if Proposer/First Partner is a Joint Venture, Lead Principal Participant of the JV)

(If a Joint Venture, Second Partner Principal Participant)

By: _____
Authorized Officer-Owner-Partner

By _____
Authorized Officer-Owner Partner

Typed or Printed Name

Typed or Printed Name

Surety

By: _____

Typed or Printed Name

To receive a copy of the contract and subsequent correspondence/communication from LA DOTD, with respect to the Proposal Bonds, the following information must be provided:

Bonding Agency or Company Name

Address

Agent or Representative

Phone Number / Fax Number