

**STATE OF LOUISIANA
INTERSTATE-10 WIDENING
DESIGN-BUILD PROJECT**

SIEGEN LANE INTERCHANGE TO HIGHLAND ROAD INTERCHANGE

**INTERSTATE 10
EAST BATON ROUGE PARISH
STATE PROJECT NO. 450-10-0159
FEDERAL AID PROJECT NO. ARR-1709(503)**

SCOPE OF SERVICES PACKAGE

CONFORMED COPY

INSTRUCTIONS TO PROPOSERS

**APPENDIX C
PROPOSAL FORMS**



INDEX OF FORMS

Form Designator	Form Title
	Form of Proposal
	Proposal Bond
	Non-Collusion Form
DBEC	DBE Certification
CRCF	Certification Regarding Use of Contract Funds for Lobbying
C	Single Point of Contact
CR	Commitment to Assign Identified Resources to Project
DU	Design Unit Descriptions
KP	Key Personnel Information
LSI	Letter of Subcontract Intent
NS	Named Subcontractors
O	One-on-One Meeting Confidentiality and Non-Disclosure Agreement
PC1	Price Center 1, Preliminaries and General Requirements
PC2	Price Center 2, Project-wide Engineering and Design Activities
PC3	Price Center 3, Project-Wide Maintenance of Traffic
PC4	Price Center 4, Project-Wide Environmental Mitigation and Compliance
PC5	Price Center 5, Project-Wide Hazardous and Contaminated Substances Remediation Activities
PCD	Price Center Descriptions
PCP	Schedule of Progress Checkpoints
PP	Lump Sum Price Proposal Cover Sheet
PPS-P	Proposal Periodic Payment Schedule (Format)
Q	Scope of Services Package Question Form
SP	Schedule of Prices

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 State Project No. 450-10-0159/Federal Aid Project No. ARR-1709(503) in East Baton Rouge Parish, 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 Scope of Services Package 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 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 and after receipt of Notice to Proceed (NTP), 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 Proposal or 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 in connection with this Proposal or 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 and its Principal Participants: (i) have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs) (____) or are not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative

Louisiana Department of Transportation and Development

PROPOSAL BOND

_____, 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 _____, 2009

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. 450-10-0159, the Interstate-10 Widening, located in East Baton Rouge Parish, 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 will be void; otherwise to remain in effect.

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

(If a Joint Venture, Principal Participant)

By: _____
Authorized Officer-Owner-Partner

By _____
Authorized Officer-Owner Partner

Typed or Printed Name

Typed or Printed Name

By: _____

Surety

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

Telephone/Facsimile Number

NON-COLLUSION FORM

**STATE PROJECT NO. 450-10-0159
EAST BATON ROUGE PARISH**

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 (LA DOTD) in connection with this Contract in accordance with the provisions of Louisiana Revised Statues 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 _____, 2009.

(SEAL)

BY: _____
(Notary Public)

DBE CERTIFICATION

State Project: 450-10-0159
Federal Aid Project No. ARR-1709(503)
Highway: I-10
Parish: East Baton Rouge

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for participation by Disadvantaged Business Enterprises is established for construction and services for the Project:

DBE

10%

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Design-Builder will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Contract, Design-Builder will meet the requirements set forth in the Required Contract Provisions for DBE Participation in Federal-Aid Design-Build Contracts included in Contract Documents, Part 2 - DB Section 100, DB Section 114 and Appendix 114 - Federal Requirements.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

**STATE PROJECT NO. 450-10-0159
FEDERAL PROJECT NO. ARR-1709(503)
EAST BATON ROUGE PARISH**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "**Disclosure Form to Report Lobbying**," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Date: _____, 2009

Signature

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer and all other Principal Participants]

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: _____

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.)

FORM DU

DESIGN UNIT DESCRIPTIONS

Proposer Name : _____

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

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
Principal-in-Charge					
Design-Builder's Project Manager					
Construction Manager					
Design Manager					
Design-Builder's Deputy Project Manager					
Quality Control Manager					
Design Quality Control Manager					
Construction Quality Control Manager					
Safety Manager					
Environmental Compliance Manager					
Lead Geotechnical Engineer					

Louisiana Department of Transportation and Development

Traffic Control Supervisor					
Roadway Design Engineer					
Bridge Design Engineer					

Use additional sheets when needed.

FORM LSI

LETTER OF SUBCONTRACT INTENT

_____ intends to subcontract Work for the Interstate-10 Widening
(Proposer's name)

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 Number and E-mail Address	
				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 Number and E-mail Address	
				Project 1	Project 2

FORM O

ONE-ON-ONE MEETING CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, _____, as the Attorney-in-Fact and designated representative of _____ (Proposer), hereby agree to the following:

- A) I agree, on behalf of the Proposer, that any and all Proposer representatives who participate in the one-on-one meeting process will maintain the confidentiality of all proprietary or trade secret information that the Proposer and its representatives gain access to as a result of their participation in one-on-one meetings. Proprietary or trade secret information includes codes, patterns, formulae, designs, devices, methods, or processes;
- B) I agree, on behalf of the Proposer, that any communications and/or records exchanged during the one-on-one meetings will remain confidential until Contract execution, unless such records are proprietary or trade secret information;
- C) I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the Interstate-10 (I-10) Widening Design-Build (DB) Project (Project) based upon the Proposer's participation in the one-on-one meeting process. Further, if invited to participate in the one-on-one meeting process, and the Proposer opts to not participate in the one-on-one meeting process, I agree to waive and right, on behalf of the Proposer, to challenge the procurement for the Project based upon the Proposer's lack of participation in the one-on-one meeting process; and
- D) I agree, on behalf of the Proposer, that upon notice from the LA DOTD that a request for release of information obtained or exchanged during the one-on-one meeting process has been received, the Proposer shall immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in possession of the State.

This Confidentiality and Non-Disclosure Agreement is subject to the laws of the State of Louisiana and applicable rules and regulations.

Signed: _____

Date: _____

Louisiana Department of Transportation and Development

FORM PC1
PRICE CENTER 1
PRELIMINARIES AND GENERAL REQUIREMENTS

Activity Code¹	Activity²	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	
	Public Information Activities during Contract	

¹ Use codes from Baseline Progress Schedule P3 Program.

² Other activities may be added by Proposer

Louisiana Department of Transportation and Development

FORM PC1
PRICE CENTER 1
PRELIMINARIES AND GENERAL REQUIREMENTS

Activity Code³	Activity⁴	Lump Sum Price (Enter Lump Sum Price for Each Activity)
	Warranty or Guarantee	
	Price Center Value⁵ (Sum of the Lump Sum Prices for each activity)	

³ Use codes from Baseline Progress Schedule P3 Program.

⁴ Other activities may be added by Proposer

⁵ Enter sum for the column. Enter amount on Form SP

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 Other activities may be added by Proposer.

³ Enter sum on Form SP.

FORM PC3

**PRICE CENTER
PROJECT-WIDE MAINTENANCE OF TRAFFIC**

Activity Code¹	Activity²	Lump Sum Price (Enter Lump Sum Price for each activity)
	Maintenance of Traffic Plan and Updates	
	Maintenance of Traffic Implementation and Operations	
	Traffic Control Plan(s) and Updates	
	Price Center Value (Sum of lump sum prices for each activity) ³	

¹ From activities on Baseline Progress Schedule P3 Program

² Other activities may be added by Proposer.

³ Enter sum on Form SP.

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 PC5

**PRICE CENTER 5
PROJECT-WIDE**

HAZARDOUS AND CONTAMINATED SUBSTANCES REMEDIATION ACTIVITIES

	Activity	Lump Sum Price¹
	Environmental Design and Monitoring of Construction Zone	
	Price Center Value ²	

¹ Enter lump sum price.

² Total lump sum and enter sum on Form SP.

FORM PCD

PRICE CENTER DESCRIPTIONS

Project Section	Project WBS Code	Price Center Code	Price Center Title	Price Center Descriptions
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 Hazardous and Contaminated Substances Remediation Activities	<i>See Form PC5</i>
B				

FORM PCD

PRICE CENTER DESCRIPTIONS

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

FORM PCD

PRICE CENTER DESCRIPTIONS

Project Section	Project WBS Code	Price Center Code	Price Center Title	Price Center Descriptions

[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 lump sum Price Proposal is submitted in response to the Scope of Services Package, dated ~~August 28~~, 2009, 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 PC5;
- Proposal Periodic Payment Schedule (Form PPS-P);
- Form LSI;
- Form PCP; 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		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

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

FORM Q

PROPOSER QUESTIONS

Part Number	Section Number	Question	Reserved for Response

FORM SP

SCHEDULE OF PRICES

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</i> Form PC1	
	PC2 Project-Wide Engineering and Design Activities. <i>See</i> Form PC2	
	PC3 Project-Wide Maintenance of Traffic. <i>See</i> Form PC3	
	PC4 Project-Wide Environmental Mitigation and Compliance. <i>See</i> Form PC4	
	PC5 Project-Wide Hazardous and Contaminated Substances Remediation Activities. <i>See</i> Form PC5	

PROJECT SECTION B

Louisiana Department of Transportation and Development

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

PROJECT SECTION D

Louisiana Department of Transportation and Development

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

SUBTOTALS AND TOTALS

	TOTAL LUMP SUM PROPOSAL PRICE ⁽³⁾	
--	---	--

NUMBER OF DAYS FROM NOTICE TO PROCEED TO FINAL ACCEPTANCE	
--	--

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 Contract Documents, Design-Build Section 100, DB Section 109.
- 2) Enter the Price Center Value.
- 3) Enter the sum of the lump sum Proposal price. **Total Lump Sum Proposal Price must not exceed \$60,000,000.**