

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

PART 2 - DESIGN-BUILD SECTIONS 100S



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DB SECTION 101

ACRONYMS AND ABBREVIATIONS
AND DEFINITIONS



DB SECTION 101

ACRONYMS AND ABBREVIATIONS AND DEFINITIONS

DB 101-1 REFERENCES

Section, subsection, and subpart titles and headings provide reference only, not interpretation.

Unless specified by year or date, cited publications refer to the most recent issue, including interim publications, in effect on the Proposal due date.

Wherever in these Contract Documents the following terms, abbreviations, or symbols are used, the intent and meaning must be interpreted as follows in this Design-Build (DB) Section 101.

DB 101-2 ACRONYMS AND ABBREVIATIONS

Wherever the following abbreviations or acronyms are used in these Contract Documents, they are to be interpreted as follows.

AA	Aluminum Association
AAN	American Association of Nurserymen
AAP	AASHTO Accreditation Program
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood-Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association

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CCRL	Concrete and Cement Reference Laboratory
CD-ROM	Compact Disc – Read Only Memory
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CGL	Commercial General Liability
CPM	Critical Path Method
CQAF	Construction Quality Acceptance Firm
CQAM	Construction Quality Acceptance Manager
CQAP	Construction Quality Assurance Program
CQMP	Construction Quality Management Plan
CSL	Contract Submittal List
DB	Design-Build
DBE	Disadvantaged Business Enterprise
EDSM	The Louisiana Department of Transportation and Development’s Engineering Directives and Standards Manual
EMT	Emergency Medical Technician
FAA	Federal Aviation Administration, United States Department of Transportation
FHWA	Federal Highway Administration, United States Department of Transportation
FONSI	Finding of No Significant Impact
FSS	Federal Specifications and Standards, General Services Administration
IA	Independent Assurance
ICC	Interstate Commerce Commission
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Standards Organization
ITE	Institute of Transportation Engineers
ITP	Instructions to Proposers
JV	Joint Venture
LA DOTD	Louisiana Department of Transportation and Development
LLC	Limited Liability Company
LOI	Letter of Interest
MIL	Military Specifications
MUTCD	Manual of Uniform Traffic Control Devices
N/A	Not Applicable
NCHRP	National Cooperative Highway Research Program
NCR	Non-Conformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NOI	Notice of Intent
NTP	Notice to Proceed

Louisiana Department of Transportation and Development

OSHA	Occupational Safety and Health Administration, United State Department of Labor
OV	Owner Verification
OVF	Owner Verification Firm
OVTIP	Owner Verification Testing and Inspection Plan
PC	Price Center
PCP	Progress Check Point
PCV	Price Center Value
PE	Preliminary Engineering
PPS-C	Contract Periodic Payment Schedule
PPS-P	Proposal Periodic Payment Schedule
QC	Quality Control
QPL	Qualified Products List (Louisiana Department of Transportation and Development)
RFP	Request for Proposals
RFQ	Request for Qualifications
RMA	Rubber Manufacturers Association
ROW	Right-of-Way
SAE	Society of Automotive Engineers
SHPO	State Historic Preservation Office
SI	Système International d'Unités - International System of Units
SOQ	Statement of Qualifications
SSPC	Steel Structures Painting Council
TBD	To Be Determined
UL	Underwriters Laboratories, Inc.
US	United States
USC	United States Code
USDA	United States Department of Agriculture
USDOL	United States Department of Labor
US DOT	United States Department of Transportation
UST	Underground Storage Tank
VE	Value Engineering
WBS	Work Breakdown Structure

DB 101-3 DEFINITIONS

When the following capitalized words or expressions are used in the Contract Documents, they are to be defined as follows:

Acceptance Decision - The Louisiana Department of Transportation and Development's (LA DOTD) responsibility for the acceptance of the Work and materials in order to ensure Contract compliance and make progress payments. All acceptance activities shall be carried out by LA DOTD, or its designated representative, independent of the Design-Builder; however, this does not preclude the inclusion of the Design-Builder's Quality Assurance testing data in the

acceptance decision, provided that the data is validated by the LA DOTD's Owner Verification Firm (OVF).

Acceptance Program - All factors that comprise the LA DOTD Construction Quality Assurance Program (CQAP) to determine quality of the product as specified in the Contract requirements. These factors include the Design-Builder's acceptance and the LA DOTD's Verification Sampling and Testing and inspection.

Addenda/Addendum - Supplemental additions, deletions, and modifications to the provisions of the Request for Proposals (RFP) after the release date of the RFP.

Administrative Plans - Those Plans that contain general Project or Plan information, such as, cover sheets, index sheets, and similar non-technical information.

Advertisement - The public announcement in the form of the Notice of Intent (NOI) inviting prospective Proposers to obtain a Request for Qualifications (RFQ) and submit a Letter of Interest (LOI). The Advertisement included a brief description of the Work proposed to be the subject of the procurement with an announcement where the RFQ may be obtained, the terms and conditions under which LOIs will be received, and such other matters as the LA DOTD deemed advisable to include therein. The Advertisement for this Project was published on July 7, 2014.

Affiliate - Any of the following:

- A) A Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:
 - 1) The Proposer; or
 - 2) Any other Principal Participant.
- B) An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:
 - 1) The Proposer; or
 - 2) Any Principal Participant; or
 - 3) Any Affiliate of the Proposer under part (A) of this definition.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

Amendment - A formal alteration by addition, deletion, or modification of the terms of the executed Contract. Amendment is an umbrella term and includes Plan Changes, Change Orders, or Supplemental Agreements.

Approval - The LA DOTD's written statement indicating that the subject Work complies with Contract requirements. Approvals will only be given for those submittals, activities, or Work specifically identified for "Approval" or "approval" in the Contract Documents. *See also* DB Section 105-10.

As-Built Plans - Final Plans reflecting the Work as actually performed under the Contract.

Award - The decision of the LA DOTD to accept a responsive Proposal from a responsible Proposer for the Work identified in the RFP, subject to the execution and approval of a satisfactory Contract; provision of Payment, Performance, and, if used, Retainage Bonds to secure the payment and performance thereof; provision of such insurance as is required under the Contract; and the satisfaction of such other conditions as may be specified or otherwise required by law.

Baseline Progress Schedule - The time-scaled, cost-loaded, and resource-loaded Critical Path network, updated from time to time in accordance with the Contract and depicting the Price Centers (PC) and subordinate activities and their respective prices (distributed over time), durations, sequences, and interrelationships that represent the Design-Builder's Work plans; the Design-Builder's Work Breakdown Structure (WBS) for designing, constructing, and completing the Project; and the total Lump Sum Contract Price, distributed over the period of the Contract.

Basic Project Configuration - The salient characteristics of the Project as defined and/or illustrated in the RFP, including any permitted deviations thereto contained in the Design-Builder's Proposal. Basic Project Configuration elements may include the following:

- A) The horizontal and vertical alignments;
- B) Number of intersections;
- C) Number of bridges;
- D) Number of lanes;
- E) The general location of the limits of the Project;
- F) The minimum vertical clearances; and
- G) The Right-of-Way limits.

Basic Project Configuration Plan - The Plan designated as such in the Contract Documents that depicts the Basic Project Configuration within the limits specified in the Contract. In general, the Basic Project Configuration Plan describes fundamental elements of the Project that must be included as part of the final design and construction to be furnished by the Design-Builder.

Bridge – A structure, including supports, erected over a depression or an obstruction, such as, water, highway, or railway, which has a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments, spring lines of arches, or extreme ends of openings for

multiple boxes. A Bridge may include multiple pipes where the clear distance between openings is less than ½ the smaller contiguous opening.

Bridge Length – The greater dimension of a structure measured along the center of the roadway between backs of abutment backwalls or between ends of Bridge floor.

Bridge Roadway Width – The clear width of structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

Calendar Day – Every Day on the calendar, beginning and ending at midnight, Central time.

Change Order – A general term denoting changes to the Contract. Change Order as a general term includes Plan Changes. No Change Orders are anticipated on this Project.

Chief Engineer – The Chief Engineer of the Louisiana Department of Transportation and Development.

Construction Quality Acceptance Firm - An independent engineering/testing firm employed by the Design-Builder responsible for administering and managing the construction Quality Acceptance inspection, sampling, and testing. The Construction Quality Acceptance Firm (CQAF) and any subcontractors or subconsultants thereto must not be owned or controlled by the Design-Builder, any Principal Participant of the Design-Builder, any Affiliate of any Principal Participant, any Construction Subcontractor, the Designer, a firm associated with or subsidiary to the Designer, or any design subcontractor or subconsultant of any tier to the Design-Builder.

Construction Quality Assurance Program - The overall quality program and associated activities including the LA DOTD's verification, the Design-Builder's internal Quality Control (QC) and CQAF's Quality Acceptance, the Contract quality requirements, and the Design-Builder's Construction Quality Management Plan (CQMP).

Construction Quality Management Plan - The Design-Builder's plan for complying with its obligations for construction QC/process control and Design-Builder Quality Acceptance as required by the LA DOTD CQAP for DB projects. The CQMP will be written as a stand-alone document, but will also be a part of the Design-Builder's overall Quality Plan required by the Contract Documents. The CQMP must be provided and maintained in accordance with the Contract following Consultation and Written Comment thereof by the Department's Project Manager.

Construction Subcontractor - A Subcontractor (or Affiliate) retained by the Design-Builder that is involved in the actual construction of the Project.

Constructor - A Principal Participant or Subcontractor (or Affiliate) retained by the Design-Builder that is involved in the actual construction of the Project.

Consultation and Written Comment - The LA DOTD's reviews, observations, and/or inspections based solely on information submitted by the Design-Builder, as well as independent investigation or inquiry by the LA DOTD, and the LA DOTD's written responses resulting from such LA DOTD actions. *See also* DB Section 105-10.

Contract - The written agreement between the LA DOTD and the Design-Builder setting forth the obligations of the parties thereunder, including, but not limited to, for the performance of the prescribed Work. The Contract includes the Advertisement; Contract Documents identified in Article 1.0 of Part 1 – DB Agreement; the Design-Builder's Proposal (with the exception of the Proposal Bond); the Notice to Proceed (NTP); Payment, Performance, and Retainage Bonds; and any Supplemental Agreements, Amendments, and Change Orders that are required to complete the Work in an acceptable manner and Contract time, including authorized extensions thereof, all of which constitute one instrument.

Contract Documents – The Contract Documents include the DB Agreement, DB Sections 100s, Design Requirements and Performance Specifications, the RFP Plans, the Engineering Data, the Design-Builder's Proposal, and all provisions required by law to be inserted in the Contract whether actually inserted or not. *See also* Part 1 – DB Agreement, Article 1.0. Whenever separate publications and the LA DOTD's Standard Specifications are referenced in the Contract Documents, it is understood to mean the publications and Specifications, as amended, which are current on the Proposal due date, unless otherwise noted.

Contract Price – *See* Lump Sum Contract Price.

Contract Time – The number of working days or Calendar Days allowed for completion of the Contract, including authorized time extensions. When a calendar date of completion is shown in the Contract in lieu of a number working or Calendar Days, Work must be completed by that date, including authorized time extensions.

Control of Access – The condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is controlled by public authority.

Controlled Access Highway – Any highway to or from which access is denied or controlled from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

Critical Path - Each path shown on the Baseline Progress Schedule for which there is zero float.

Cultural Resource - Any prehistoric or historic period artifact, site, building, structure, material remain, or traditional use area resulting from, or associated with, human cultural activity. Historically important cultural resources are those eligible for inclusion on the National Register of Historic Places.

Culvert – Any drainage structure under a roadway or other facility not defined as a Bridge.

Day - A Calendar Day, unless otherwise defined or modified.

Dedicated Stockpile – A stockpile assembled for a specific project.

Definitive Design - The point in the design process at which the design concepts are defined and the Basic Project Configuration is finalized.

Department – The Department of Transportation and Development of the State of Louisiana.

Department-Directed Changes - Any changes in the Work as described in the Contract (including changes in the standards applicable to the Work) that the LA DOTD has directed the Design-Builder to perform, in writing, as described in the Contract.

Department of Transportation and Development – The Louisiana Department of Transportation and Development through its offices and officers, responsible for developing and implementing programs to assure adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of the Louisiana Revised Statutes Title 36, as amended.

Department's Project Manager - The engineer representing the LA DOTD and having direct supervision of the administration and execution of the Contract.

Design Acceptance - Written confirmation by the LA DOTD after submittal and review of the As-Built Plans that the design conforms to the Contract Documents and reflects the as-built conditions. Design Acceptance is required as part of Final Acceptance.

Design-Build - A project delivery methodology by which the LA DOTD contracts with a Design-Builder which is responsible for delivering the Project design and construction.

Design-Build Team - *See* Design-Builder.

Design-Builder - The entity contractually responsible for delivering the Project design and construction.

Design-Builder's Project Manager - The Design-Builder's on-site designated representative and single point of contact for all aspects of the Work.

Design-Builder Quality Acceptance -- All planned and systematic actions, including, but not limited to, inspection, sampling, and testing in order to ensure the quality of the product will perform as per Contract requirements. These activities may be used for acceptance upon LA DOTD verification and are separate and apart from the Design-Builder's process Quality Control activities.

Design Plan - The Plan prepared by the Designer during the design development to represent the Project.

Design Review - A comprehensive and systematic examination of the design as specified in the Contract to verify that it is in conformance with the requirements of the Contract, as performed by the Design-Builder for all stages of the design except As-Built Plans, which is performed by the LA DOTD. During all stages of the design, except As-Built Plans, the LA DOTD will contribute to the review through Oversight, including, participation, auditing, and spot-checking.

Design Unit - A distinct portion of the Project of which the design is performed as a contiguous, integrated unit.

Designer - A Principal Participant, Specialty Subcontractor, or in-house designer that furnishes or performs the design of the Project.

Differing Site Condition - Subsurface or latent physical conditions that are encountered at the Site and differ materially from the conditions indicated in the Contract. Also, unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the type of Work provided for in the Contract, provided in all cases that the Design-Builder had or should have no actual or constructive knowledge of such conditions as of the Proposal due date.

Directive Plans - Those Plans that depict required elements and components of the Project within specifically defined parameters. The Design-Builder has limited or no latitude to adjust components or details shown on Directive Plans. Examples of Directive Plans include the following:

- A) Basic Project Configuration Plans that depict the Basic Project Configuration within the limits defined in the Contract; and
- B) Right-of-Way Plans.

Dispute - A matter of Contract performance or Contract compensation, including granting of extensions of time, in which there is or may be disagreement between the Design-Builder and the LA DOTD and which may involve adjustment of or the addition of new Work to the Contract, extension of time for performance, and/or adjustments in compensation necessitated by the resolution of such disagreement.

Equipment - All machinery, equipment, tools, and apparatus necessary for acceptable completion of the Work.

Extra Work – Work not provided for in the Contract as awarded but found essential by the LA DOTD for satisfactory completion of the Contract within its intended scope.

Falsework – Temporary construction Work on which main Work is wholly or partly built and supported until it is strong enough to support itself; a temporary framework used to support part or all of a structure during demolition.

Federal Requirements – The provisions required to be part of federal-aid construction contracts, including the provisions set forth in DB Section 114 and its Appendix 114A – Federal Requirements.

Final Acceptance - The acceptance of the Work by the LA DOTD's designated representative upon the completion of the Work as defined in the Contract and through Oversight and Design Acceptance of that Work by the LA DOTD. Final Acceptance does not relieve the Design-Builder's obligations pursuant to any guaranty or warranty under the terms of the Contract.

Force Account - Payment for the directed performance of design and/or construction Work based on the actual cost of labor, Equipment, and Materials furnished, overhead, and profit.

Frontage Road – A street or road on the side of the mainline roadway for service to abutting property and adjacent areas, and for control of access.

Hazardous Materials - Any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 United States Code (USC) 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC 5101, et seq.; the Resource Conservation and Recovery Act, 42 USC 6901, et seq.; the Toxic Substances Control Act, 15 USC 2601, et seq.; the Clean Water Act of 1977, 33 USC 1251, et seq.; the Clean Air Act, 42 USC 7401, et seq.; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

Highway – A public way for vehicular travel, including the entire area within the Right-of-Way.

Independent Assurance Program - All activities that are included in an unbiased and independent (of the Design-Builder or LA DOTD Project staff) evaluation program for all the design, sampling, and testing procedures; equipment calibration; and qualifications of personnel (Design-Builder's or LA DOTD's) used in the Acceptance Program, including the Design-Builder's QC and Quality Acceptance, as well as Verification Sampling and Testing. The LA DOTD, or the designated consultant retained by the LA DOTD, will perform the Independent Assurance (IA).

Indicative Plans - Those Plans that represent the nature and type of Work to be designed and constructed as part of the Project and reflect items for which the LA DOTD has no particular view on the specific configuration or Material used in the final product, such as the following:

- A) Structure type (concrete or steel);

- B) Pavement type (concrete or asphalt);
- C) Drainage Material or size (rigid only); or
- D) Pile type.

Indicative Plans do not necessarily reflect the final locations, quantities, or all elements required to complete the design.

Inspector - A Design-Builder or LA DOTD representative detailed to inspect methods and Materials, Equipment, and Work both on and off the Site of the Project.

Laboratory – The LA DOTD’s testing laboratory or any other testing laboratory approved by the Department’s Project Manager.

Lead Principal Participant - The Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Design-Builder’s organization.

Local Road – A street or road not in the state maintained system.

Local Street – *See* Local Road.

Local Traffic – Traffic that has either its origin or destination, or both, within the limits of the Project.

Louisiana Department of Transportation and Development Plans - Those RFP Plans included in the Contract Documents that were created by the LA DOTD.

Lump Sum Contract Price - The total lump sum amount paid for the Work to be performed under the DB Contract, as it may be adjusted from time to time to account for Change Orders. The Lump Sum Contract Price may also be known as the Contract Price.

Manual of Uniform Traffic Control Devices – The manual adopted by the LA DOTD for a uniform system of traffic control devices used on state Highways.

Materials - Any substances used in the Work.

Median – The portion of a Highway separating traveled ways for traffic in opposite directions.

Notice to Proceed - Written notice to the Design-Builder to proceed with Contract Work, including the date of beginning of Contract Time.

Oversight - Actions by the LA DOTD to satisfy itself that the Design-Builder is designing, constructing, and managing the Work in accordance with the Contract Documents. It includes actions identified in the Contract Documents by the terms Quality Acceptance, accept/acceptance, inspect/inspection, audit, ensure, certify, confirm, review, verify, or terms of

similar import. Louisiana Department of Transportation and Development comments as a result of Oversight are conveyed to the Design-Builder through Consultation and Written Comment. Neither the activity of Oversight nor the lack of Consultation and Written Comment on the part of the LA DOTD will be construed to relieve the Design-Builder and its organization from the responsibility and costs for meeting all Contract and regulatory requirements.

Owner Verification Firm - The Louisiana Department of Transportation and Development's representative to perform Verification Sampling and Testing and inspection which will be used in all Acceptance Decisions.

Parish - The parish in which the specified Work is done.

Part - A major subdivision of the Contract Documents.

Partial Suspension - Suspension of Work on some, but not all, items.

Partnering - Those actions taken to include all parties with an appropriate and vested interest in the Project in the management of the Project, such that the Project is completed in the most efficient, timely, safe, and cost effective manner for the mutual benefit of all concerned. These actions include, but are not limited to, communication, organization, establishing goals, continuous improvement, problem identification, conflict resolution, and managing change. Interested parties may include, but are not limited to, the LA DOTD; the Design-Builder; Subcontractors; Suppliers of goods and services to the Project; the community within which the Project is constructed; the community served by the Project; federal, state, and local governments or other public agencies; and utilities.

Pavement Structure – The combination of base course and surface course placed on a subgrade across the roadbed.

Payment/Performance/Retainage Bonds - The approved form of security, executed by the Design-Builder and Surety, guaranteeing completion of duties under the Contract and Amendments, Supplemental Agreements, Change Orders, or Plan Changes thereto, and payment of all legal debts, including liens and monies due the LA DOTD, pertaining to the Contract.

Performance Specification - A specification that establishes Contract requirements in terms of design parameters and performance goals to be met. Performance Specifications also may include parameters for determining performance and corrective action to be taken.

Periodic Payment Schedule - The schedule submitted with the Design-Builder's Proposal (which schedule may be amended by Change Order) that will be the basis for the assessment of periodic payments for each Price Center (PC).

Person - Any individual, firm, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), or partnership.

Plan Change – Any alteration, deviation, addition, or omission as to the preexisting Contract. A Plan Change may also be referred to as an Amendment, Supplemental Agreement, or Change Order.

Plans - The Contract drawings which show location, type, dimensions, and other details of the prescribed Work.

Price Center - A component of the Project for which the Design-Builder provides a Price Center Value (PCV) for all Work included in that component. A PC may be a major contract item or series of interrelated items as identified in the Lump Sum Price Proposal.

Price Center Value - That value allocated by the Design-Builder to a PC as set out in the Lump Sum Price Proposal.

Principal Participant - Any of the following entities:

- A) The Design-Builder;
- B) An individual firm, all general partners, or LLC or JV members of the Design-Builder; and/or
- C) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Design-Builder.

Profile Grade – The trace of a vertical plane intersecting the top surface of the proposed wearing surface or other designed course usually along the longitudinal centerline of the roadbed. Profile Grade means either elevation or gradient of such trace according to the context.

Program Audit - All planned and systematic actions by the LA DOTD and/or its designated OVF necessary to provide confidence that the Design-Builder's quality team is effectively ensuring that all Work complies with the Contract requirements and that all Materials incorporated in the Work and all elements of the Work will perform satisfactorily for the purpose intended. Actions include, but are not limited to: design audits, checks, and reviews; construction audits, including, specification compliance reviews, document control, and working plan review; review of Materials sampling and testing results at production sites and the Project site; fabrication audit of manufacturing/processing facilities and equipment; calibration of test equipment; and independent verification of Materials if determined to be necessary.

Program Audit activities will be documented. Program Audit also includes issuance of and tracking Non-Conformance Reports (NCR), assisting in the evaluation of Change Order requests, and research and evaluation of items as assigned by the Department's Project Manager.

Progress Check Point - A defined step towards the completion of Work within a PC identified in the Schedule of Progress Check Points (PCP). Progress Check Points are defined by the Design-Builder in its Proposal and are 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

Proposals are subject to the Approval of the Department's Project Manager, in his/her sole discretion.

Project - The improvements to be designed and constructed by the Design-Builder and all other Work product to be provided by the Design-Builder in accordance with the Contract Documents.

Project Number – A number used to identify the Project.

Project Scope - The brief description of the Work to be performed to design and construct the Project as contained in the Contract.

Project Specifications - Those Specifications developed by the Design-Builder to define and control the specific requirements, conditions, means, and methods to be used on the Project. Project Specifications will be based on the Contract requirements and must provide finished products that meet or exceed the quality requirements of the Contract. Project Specifications are subject to the review and Consultation and Written Comment of the Department's Project Manager during Design Reviews.

Qualified Products Lists – Lists maintained by the LA DOTD's Materials and Testing Section for products which do not lend themselves to the preparation of meaningful specifications or for which repetitive full testing is too time consuming or expensive to be practical for routine Project control.

Quality Acceptance - All planned and systematic actions performed by the CQAF and LA DOTD's representative including design reviews and checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; and any inspection, sampling, and testing done for the LA DOTD's Acceptance Decision.

Quality Assurance - All planned and systematic actions performed by the CQAF, Design-Builder, OVF, and IA necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control - All Design-Builder process control and operational techniques/activities that are performed or conducted to fulfill the Contract requirements.

Quality Manager - the individual employed by the Design-Builder who is responsible for the overall CQAP for the Project, including the quality of management, design, and construction (QC/process control and Quality Assurance used for the Acceptance Decision).

Quality Plan - The plan that sets out the Design-Builder's means of complying with its obligations in relation to overall quality. The Quality Plan must be provided and maintained in accordance with the Contract requirements of DB Section 113 following Consultation and Written Comment thereof by the Department's Project Manager.

Reference Documents - The documents provided with and so designated in the RFP. The Reference Documents, including plans contained therein and/or so designated, are not Contract Documents and were provided to the Proposers for informational purposes and for use in the Proposer's Proposal preparation, at the Proposer's discretion.

Request for Proposals Plans - Plans contained in Part 4 – Request for Proposals Plans.

Right-of-Way – Land, property, or interest therein, acquired for or devoted to transportation purposes.

Road – *See* Highway.

Roadbed - The graded portions of a Highway within top and side slopes, prepared as a foundation for the pavement structure including the shoulders.

Roadside – The area adjoining the outer edge of the Roadway. Extensive areas between Roadways of a divided Highway may also be considered Roadside.

Roadside Development – Those items necessary to the complete Highway which provide for preservation of landscape Materials and features; rehabilitation and protection against erosion of areas disturbed by construction through seeding, sodding, mulching, and placing of other ground covers; and suitable planting or other improvements to increase the effectiveness and enhance the appearance of the Highway.

Roadway - The portion of a Highway within the limits of construction.

Safety Plan - The plan that sets out the Design-Builder's means of complying with its obligations in relation to Project safety, which plan must be provided and maintain in accordance with DB Section 107-5 following Consultation and Written Comment by the Department's Project Manager.

Sampling and Testing Manual - The manual used to establish and standardize construction and maintenance sampling and Materials acceptance requirements for the LA DOTD.

Schedule of Progress Check Points - The schedule describing the PCPs and stipulating dates by which PCPs are to be achieved in order to maintain periodic payments in accordance with the Contract.

Secretary – The Secretary for the Louisiana Department of Transportation and Development.

Service Road – *See* Frontage Road.

Section - A subdivision of the Project or a subdivision of a Part of the Contract Documents.

Site Security Plan - The plan that sets out the Design-Builder's means of complying with its obligations in relation to Site security, which plan must be provided and maintained in accordance with the Contract following Consultation and Written Comment thereof by the Department's Project Manager.

Stakeholder - Any party that has a vested interest in the Project or authority to approve or control specific aspects of the Project or elements that will impact the outcome of the Project. This includes, but is not limited to, the LA DOTD, Federal Highway Administration (FHWA), local city and Parish governments, permitting agencies, and utility companies and the associated staff members of these entities.

Standard Plans – Louisiana Department of Transportation and Development drawings approved for repetitive use, showing the details to be used where appropriate.

Standard Specifications – The Louisiana Specifications for Roads and Bridges (most current edition). The Standard Specifications are a Reference Document for the purposes of this Project.

State - The State of Louisiana, acting through its authorized representative.

Street – *See* Highway.

Structures - Bridges, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other similar features encountered in the Work.

Subcontractor – An individual, partnership, corporation, or any other legal entity or any acceptable combination thereof, or JV or LLC, to which the Design-Builder sublets part of the Work. Any individual, partnership, corporation, or any other legal entity will not be considered to be a Subcontractor if it is a subsidiary which is wholly-owned or majority-owned by the Design-Builder or the Principal Participants of the Design-Builder, or an Affiliate of the Design-Builder, or affiliated or otherwise controlled by the Design-Builder or Principal Participants of the Design-Builder such that a true and independent Subcontractor-Design-Builder relationship reached by bidding or arms-length negotiation does not result therefrom.

Subgrade – The surface upon which the pavement structure, including shoulders, are constructed.

Subgrade Layer – The surface layer of the subgrade which requires treatment with lime, Portland cement, or Portland-pozzolan cement. The Subgrade Layer may be constructed with stone, crushed slag, recycled Portland cement concrete, shell, sand-shell, or asphaltic concrete.

Substructure - That part of the structure below the bearings of simple and continuous spans, skewbacks, or arches and tops of footings of rigid frames, including, backwalls, wingwalls, and wing protection railings.

Superstructure – The entire Structure except Substructure.

Supplemental Agreement – A written agreement between the Design-Builder and the LA DOTD covering work not otherwise provided for, or revisions in or amendments to terms of the Contract, or Plan Changes, or conditions specifically prescribed in the Specifications as requiring Supplemental Agreements. Such Supplemental Agreement becomes part of the Contract when approved and properly executed.

Surety - The corporation, partnership, or individual, other than the Design-Builder, executing bonds furnished by the Design-Builder and obligating itself thereunder.

Surface Course – The top course of the pavement structure.

Through Traffic – That traffic which has neither its origin nor destination within the limits of the Project.

Traffic/Travel Lane – The portion of Traveled Way for movement of a single lane of vehicles.

Traveled Way - The portion of Roadway for movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unit – A quantity adopted as a standard for measurement of Work.

Utility Relocation Plans - The Design Plans for relocation of a utility impacted by the Project, to be prepared by the Design-Builder or the utility owner, as designated in any applicable utility agreements.

Verification Sampling and Testing - Sampling and testing performed to validate the quality of the product. The sampling and testing are to be performed by qualified testing personnel employed by LA DOTD or its designated agent, excluding the Design-Builder.

Work – The labor, Materials, services, Equipment, and incidentals necessary for successful completion of the Project and the carrying out of all obligations imposed by the Contract prior to Final Acceptance and excluding any warranty or guaranty work included under the Contract.

Working Drawings - Those Plans prepared by the Design-Builder to supplement Design Plans provided by the Design-Builder to specify additional details and procedures for construction of the Project, including the following:

- A) Framework plans;
- B) Cofferdam plans;
- C) Construction details;
- D) Erection plans;

- E) Fabrication plans;
- F) Field design change plans;
- G) Stress sheets;
- H) Shop drawings;
- I) Lift plans;
- J) Bending diagrams for reinforcing steel;
- K) Falsework plans;
- L) Cross-sections; and
- M) Similar data required for the successful completion of the Work.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

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CONTRACT DOCUMENTS

DB SECTION 102

REQUIREMENTS AND CONDITIONS



DB SECTION 102
REQUIREMENTS AND CONDITIONS

DB 102-1 NO MISUNDERSTANDING

The Design-Builder agrees that it has examined the Contract Documents and the Site of the Work and has fully informed itself from its personal examination of the same regarding the quantities, character, location, and other conditions affecting the Work to be performed including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the Site.

The Design-Builder agrees that its proposed Lump Sum Contract Price includes all costs arising from existing conditions shown or specified in the Contract Documents and/or readily observable from a Site inspection prior to the Proposal due date and/or generally recognized as inherent in the nature of the Work.

The Louisiana Department of Transportation and Development (LA DOTD) in no way warrants or guarantees that the information made available by the LA DOTD or found in the Contract Documents covers all conditions at the Site or that said information and Contract Documents should act as a substitute for personal investigation, interpretation, and judgment by the Design-Builder.

The intent of the Contract Documents is to include all items/aspects of the Work that are necessary for the proper initiation, execution, and completion of the Work. A requirement occurring in any component of the Contract Documents is as binding as though occurring in all.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following order of precedence: the Design-Build (DB) Agreement, this DB Sections 100s, the Design Requirements and Performance Specifications, the Engineering Data, the Request for Proposals (RFP) Plans, and the Design-Builder's Proposal. However, where the Design-Builder's Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the LA DOTD has accepted the proposed change to the Work and products to that of the higher quality, the Design-Builder's Proposal will take precedence for that specific higher quality Work and products, as applicable.

Dimensions given on the Plans or which can be calculated will govern over scale dimensions.

When it appears that there is an apparent error or omission in the Contract or there is an apparent conflict or contradiction between any of the various documents mentioned above, or between the documents and the actual Work Site, the Design-Builder has a duty to immediately notify the Department's Project Manager of the discrepancy. The Department's Project Manager will

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resolve the discrepancy in writing before the Design-Builder proceeds further. The Department's Project Manager may require the Design-Builder to modify Plans and other documents to correct the error or omission.

Failure of the Design-Builder to notify the Department's Project Manager of an apparent discrepancy may be deemed a waiver of the Design-Builder's right to claim any adjustment in the Lump Sum Contract Price for Extra Work. In addition, the Design-Builder may be fully liable for damages suffered by the LA DOTD resulting from this failure to timely notify the Department's Project Manager of a discrepancy.

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DB SECTION 103

PARTNERING, BONDS, AND

NOTICE TO PROCEED



DB SECTION 103

PARTNERING, BONDS, AND NOTICE TO PROCEED

DB 103-1 PARTNERING

It is the Louisiana Department of Transportation and Development's (LA DOTD) policy to use the principles of partnering to guide the management of this Contract within the parameters covered by the laws, regulations, and other policies that govern work in the public sector.

These partnering principles are intended to promote quality through continuous improvement at all stages of design and construction. The goal of the LA DOTD is to complete this Project in the most efficient, timely, safe, and cost effective manner to the mutual benefit of the Design-Builder and the LA DOTD, meaning a quality Project delivered on time, within budget, and without significant disputes.

None of the actions identified as part of, or taken in the course of, partnering will be construed to alter, modify, delete, or waive any of the provisions or requirements of the Contract Documents or any applicable laws or regulations.

The LA DOTD and the Design-Builder will manage the Contract in a cooperative manner utilizing the following principles of Project partnering:

- A) Establish communications with all involved parties early in the partnering process;
- B) Establish a relationship of shared trust, equity, and commitment;
- C) Develop strategies for identifying mutual goals;
- D) Develop strategies for timely communications and decision-making;
- E) Establish a process for timely response to changes or variations in field conditions;
- F) Solve potential problems at the lowest level before they negatively impact the Project;
- G) Encourage the use of products, technology, and processes that provide a demonstrated level of improved quality; and
- H) Develop a plan for periodic joint evaluation based on mutually agreed goals.

This Contract is to be implemented in an equitable fashion that recognizes the problems that are inherent in design and construction, addresses the different-than-expected field conditions, resolves disputes in an open communications manner, and makes Contract adjustments in a

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timely and fair manner consistent with the terms of the Contract. This Contract is intended to fairly allocate risk, resulting in a balanced contractual approach to risk-sharing.

The Design-Builder shall be responsible for creating and implementing, with input and comment from the LA DOTD, a partnering program for use during this Project. The costs of such partnering program will be borne by the Design-Builder. The LA DOTD and Design-Builder will consider the incorporation of partnering into the coordination and cooperation required with third parties such as Subcontractors, suppliers, utility owners, railroads, and other Stakeholders.

DB 103-2 PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

At the time of execution of the Contract, the Design-Builder shall furnish the following bonds on the form provided by the LA DOTD (*see* Appendix 103A – Payment, Performance, and Retainage Bonds Form):

- A) A Payment Bond in a sum equal to 100% of the Lump Sum Contract Price (\$ _____ **[The Lump Sum Contract Price will be inserted here.]** _____);
- B) A Performance Bond in a sum equal to 100% of the Lump Sum Contract Price (\$ _____ **[The Lump Sum Contract Price will be inserted here.]** _____); and
- C) A Retainage Bond in a sum equal to five percent of the Lump Sum Contract Price, unless an election is made to have the LA DOTD withhold five percent of the Lump Sum Contract Price (\$ **[Five percent of the Lump Sum Contract Price will be inserted here.]** _____).

The bonds must be written by a Surety or insurance company that conforms to the requirements of Louisiana Revised Statutes Section 48:255(D).

All signatures on the Payment, Performance, and Retainage Bonds Form must be original signatures, in ink, and are not to be mechanical reproductions or facsimiles.

DB 103-3 NOTICE TO PROCEED

The LA DOTD will issue the Design-Builder Notice to Proceed (NTP) on or about June 15, 2015.

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APPENDIX 103A

PAYMENT, PERFORMANCE, AND

RETAINAGE BONDS FORM



APPENDIX 103A

PAYMENT, PERFORMANCE, AND RETAINAGE BONDS FORM

Be it known that _____ as Principal and _____ as Surety(ies), meeting the requirements of Louisiana Revised Statutes 48:255(D), hereby bind themselves, in solido, to the Louisiana Department of Transportation and Development (LA DOTD), and other potential claimants, for all obligations incurred by the Principal under its Contract for the construction of State Project No. H.004932/Federal Project No. H004932, in 100% of the full Lump Sum Contract Price (\$_____) for the Payment Bond, in 100% of the full Lump Sum Contract Price (\$_____) for the Performance Bond, and in five percent of the Lump Sum Contract Price (\$_____) for the Retainage Bond. The obligations of the Principal and Surety under these Payment, Performance, and Retainage Bonds must continue in full force and effect until all Materials, Equipment, and labor have been provided, and all requirements contained in the Contract have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these Bonds are given under the provisions and limitations contained in Louisiana Revised Statutes 48:250, et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves and their heirs, successors, and assigns, in solido, under the following Bonds:

PAYMENT BOND. To the Louisiana Department of Transportation and Development and all "Claimants," as defined in Louisiana Revised Statutes 48:256.5, in the full sum of \$_____ (100% of the Lump Sum Contract Price), in order to secure the full and timely claims under the US 90 (Future I-49) LA 318 Interchange Design-Build (DB) Project (Project). The parties agree this Bond is statutory in nature and governed by Louisiana Revised Statutes 48:256.3. Claims pursuant to Louisiana Revised Statutes 48:256.5 must be made to the Undersecretary, LA DOTD, Headquarters Administration Building, Room 302G, 1201 Capitol Access Road, Baton Rouge, LA 70802.

PERFORMANCE BOND. To the Louisiana Department of Transportation and Development in the full sum of \$_____ (100% of the Lump Sum Contract Price), in order to secure the full and faithful performance and timely completion of the Project according to the Contract, inclusive of overpayments to the Design-Builder and stipulated damages as assessed.

RETAINAGE BOND. To the Louisiana Department of Transportation and Development in the full sum of \$_____ (five percent of the Lump Sum Contract Price) in lieu of the sums required to be withheld from progress payments under the provisions of Louisiana Revised

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A copy of the Contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the Contract Bonds should be directed to:

SURETY

SURETY

Local Agent or Representative

Local Agent or Representative

Address

Address

Telephone Number

Telephone Number

Facsimile Number

Facsimile Number

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DB SECTION 104

SCOPE OF WORK



DB SECTION 104

SCOPE OF WORK

DB 104-1 WORK REQUIRED

Under the Contract, the Design-Builder shall do all Work enumerated in Appendix A to Part 1 – Design-Build (DB) Agreement and all other Contract Documents, and shall protect all properties, utilities, and existing Highway facilities within or adjacent to the Right-of-Way (ROW) and shall repair or replace any such properties, utilities, and facilities damaged or destroyed by it or any employee through the construction operations, both within and adjacent to the ROW.

Where the Work of the Design-Builder or its Subcontractors overlaps or dovetails with that of other Louisiana Department of Transportation and Development (LA DOTD) contractors, Materials must be delivered and operations conducted in coordination with work of other LA DOTD contractors so as to carry on the Work continuously in an efficient and workmanlike manner, in the sole determination of the LA DOTD.

Delays or oversights on the part of the Design-Builder or its Subcontractors in getting any or all of their Work done in the proper way, in the sole determination of the LA DOTD, thereby requiring the modifying, removing, and replacing of Work already in place, must not be the basis for a claim of extra compensation. Such Work will be performed at the cost and expense of the Design-Builder.

The Design-Builder shall provide preventive and corrective maintenance of the Work until Final Acceptance. However, the Design-Builder's obligations pursuant to any guaranty or warranty under the terms of the Contract will continue after Final Acceptance.

DB 104-2 INTENT OF CONTRACT

The intent of the Contract is to provide for performance and completion of the Work described. The Design-Builder shall furnish all professional services, labor, Materials, Equipment, tools, transportation, and supplies required to complete the Work in accordance with the terms of the Contract.

When an item in the Contract requires the Design-Builder to make a choice between more than one Material, standard, procedure, or the like, the Design-Builder shall indicate the choice to the Department's Project Manager in writing.

When the Contract, including the Design-Builder's Proposal (located at Part 6 – Design-Builder's Proposal) and/or the Design-Builder's plans or specifications, reference or require the use of

“manufacturer’s recommendations or specifications,” the Design-Builder shall provide the Department’s Project Manager with a current copy of these recommendations or specifications.

DB 104-3 ALTERATION OF THE CONTRACT

The LA DOTD reserves the right to order Work not provided for in the Contract whenever such Work is found essential or desirable to satisfactory completion of the Contract within its intended scope. Such Work must be performed as directed. Payment for such Work will be made as provided in DB Section 109.

The LA DOTD reserves the right to order changes in details, including, changes in Materials, processes, and sequences, whenever such changes are in the best interests of the public or are necessary or desirable to satisfactory completion of the Work. Such changes in details must be performed as directed and payment will be made as provided in DB Section 109-8.

Alterations to the Contract as provided for by this DB Section 104-3 will neither invalidate the Contract nor release the Surety, and the Design-Builder agrees to accept the Work as altered as if it had been part of the original Contract. The Design-Builder shall notify the Surety of any alterations to the Contract.

DB 104-4 MAINTENANCE OF TRAFFIC

Reasonable provisions for maintaining local public traffic through the length of the Project and the life of the Contract must be made by the Design-Builder during the term of this Contract and in accordance with Part 3 – Design Criteria and Performance Specifications, Appendix A – Performance Specifications, Maintenance of Traffic Plan Performance Specification.

When specified, the Design-Builder may also be required to provide for through traffic over the entire Project or designated portion thereof at no direct pay.

The Design-Builder shall keep the portion of the Project being used by public traffic, whether through or local traffic, in such condition that traffic (including mail delivery) will be adequately and safely accommodated. The Design-Builder shall furnish, erect, and maintain barricades, warning signs, and delineators and shall provide flaggers and pilot cars in accordance with the Contract and the Manual of Uniform Traffic Control Devices (MUTCD). The Design-Builder shall also provide and maintain in a safe condition all temporary approaches or crossings or intersections with Roads, Streets, businesses, parking lots, residences, garages, and farms.

When the Department’s Project Manager directs additional measures for the benefit of the traveling public, payment to the Design-Builder will be made as provided in DB Section 109-8. The Department’s Project Manager will be the judge of Work to be classed as additional measures.

DB 104-5 FINAL CLEANING UP

Before Final Acceptance, the ROW, borrow, and local Material sources and areas occupied by the Design-Builder in connection with the Work must be cleaned of rubbish, excess Materials, temporary Structures and facilities, haul Roads, and Equipment. All parts of the Work, including property adjacent to the ROW, which have been damaged or rendered unsightly during the Work must be left in satisfactory condition and when required the ROW must be mowed in accordance with LA DOTD maintenance standards.

DB 104-6 GUARANTEES

Pursuant to Louisiana Revised Statutes Title 48 Section 251(C), the Design-Builder guarantees, by signing the Contract, mechanical and electrical equipment, apparatus, materials, and workmanship provided under the Contract for a period of three years after Final Acceptance.

Instruction sheets that are required to be furnished by the manufacturer for Materials, equipment, apparatus, supplies, and operation must be delivered by the Design-Builder to the Department's Project Manager prior to Final Acceptance of the Project, with the following written warranties and guarantees:

- A) The manufacturer's standard warranty for each piece of mechanical and electrical Equipment or apparatus furnished under the Contract;
- B) The Design-Builder's guarantee that, during the guarantee period, necessary repair or replacement of the warranted Equipment or apparatus will be made by the Design-Builder; and
- C) The Design-Builder's guarantee for satisfactory operation of the mechanical and electrical systems furnished and constructed under the Contract for the guarantee period.

This DB Section 104-6 does not apply if a more stringent and/or detailed warranty or guaranty is required elsewhere in the Contract Documents.

DB 104-7 DIFFERING SITE CONDITIONS AND SUSPENSIONS OF WORK

DB 104-7.1 Differing Site Conditions

During the progress of the Work, if subsurface or latent physical conditions are encountered at the Site differing materially from those indicated by the LA DOTD for specific locations where the LA DOTD's investigations were performed and to the degree of accuracy indicated in the Contract - or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized, as determined solely by the LA DOTD, as inherent in the Work provided for in the Contract - are encountered at the Site, the party

discovering such conditions must promptly notify the other party to the Contract in writing of the specific differing conditions. Such notice must occur within ten Calendar Days of the discovery and before the differing conditions are disturbed, or as soon as practicable thereafter, and before the affected Work continues.

One instance of a Differing Site Condition exists when the information indicated in the geotechnical borings and/or tests provided by the LA DOTD are inaccurate at the specific location(s) of those borings or tests to the extent that correct information would have resulted in accurate assumptions. The LA DOTD represents that, to the best of its knowledge, the information represented by the borings and tests taken by the LA DOTD are accurate at the location of the borings and tests. Any extrapolation of such information to other locations by the Design-Builder is at the Design-Builder's risk. Furthermore, the Design-Builder shall determine what additional geotechnical information is required to support its design and is responsible for obtaining such information and for the accuracy of such information.

Upon written notification, the Department's Project Manager will, within a reasonable time, as determined solely by the LA DOTD, investigate the Site's conditions. If the Department's Project Manager determines that the conditions materially differ from that which is identified in the Contract and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment that excludes anticipated profit but includes cost of delays will be made, and the Contract will be modified in writing, in accordance with DB Sections 109-8 or 109-9. The Department's Project Manager will notify the Design-Builder of the determination and whether or not an adjustment of the Contract is warranted.

If the Design-Builder fails to provide the written notification in a timely fashion (as defined above), as determined solely by the LA DOTD, and the LA DOTD's costs are increased as a result, the damage that could have been mitigated by timely notice will be calculated and the Contract adjustment will be reduced accordingly.

Additional compensation via Change Order will be made for time related costs, if any, pursuant to DB Section 109-8. For any increased costs of the Work resulting from the Differing Site Condition, payment will be made pursuant to DB Section 109-8.

DB 104-7.2 Suspensions of Work Ordered by the Department's Project Manager

The Department's Project Manager may stop by written order any Work or any part of the Work under the Contract if the methods or conditions are such that unsatisfactory Work might result (including progressing construction in the absence of Design Plans, Project specifications, and/or Working Plans that have not been reviewed and released for construction as per DB Section 111-12.5); if improper Material or procedures are being used; if the Design-Builder fails to comply with any Contract requirement or with any provision of the Design-Builder's Project specifications, the Design-Builder's Proposal, the Design-Builder's Plans, or any state or federal law or regulation; if the conditions of the Project are considered to be sufficiently deficient as to seriously affect the safety of the public or the persons employed for the construction of the

Project; or if major non-conformance with the Maintenance of Traffic Plan is causing serious disruptions to traffic operations. The Design-Builder shall not be entitled to any additional monetary compensation for such a Work stoppage.

If the performance of all or any portion of the Work is suspended or delayed by the Department's Project Manager in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the DB industry) and the Design-Builder believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Design-Builder shall submit to the Department's Project Manager in writing a request for adjustment within seven Calendar Days of receipt of the notice to resume Work.

Upon receipt, the Department's Project Manager will evaluate the Design-Builder's request. If the Department's Project Manager agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Design-Builder or its suppliers or Subcontractors at any approved tier, and not caused by weather, the Department's Project Manager will make a cost and/or time adjustment (excluding profit) and modify the Contract in writing accordingly. The Design-Builder will be notified of the Department's Project Manager's determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Design-Builder has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this DB Section 104-7.2 to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

Additional compensation via Change Orders must be made for time related costs, if any, pursuant to DB Section 109-8.1. For any increased costs of the Work resulting from a suspension of Work, payment must be made pursuant to DB Section 109-8.1, but the Equipment compensation shall be governed and controlled by the provisions of DB Section 109-8.1.2(D).

DB 104-8 CHANGES IN BASIC PROJECT CONFIGURATION; UTILITY RELOCATIONS; ENVIRONMENTAL MITIGATION

DB 104-8.1 General

Changes under this DB Section 104-8 will be governed by the notice, record keeping, and other requirements of DB Sections 104 and 109. Adjustment in Contract Time will be included in the Change Order to reflect changes in the Critical Path for the Project.

The Design-Builder or the LA DOTD must make written notification to the other party of the existence of the circumstances identified under this DB Section 104-8 if that party wishes to adjust the Lump Sum Contract Price or the Contract Time. Such notice must be given within ten

Calendar Days of the time at which the party had, or should have had, knowledge of an event, matter, or occurrence of the circumstances identified under this DB Section 104-8. Work which is substantially completed prior to the issuance of notice may not be considered for Contract adjustment.

Timely issuance of notice will be a necessary requirement for consideration of Contract adjustment as provided in this Section 104-8.

DB 104-8.2 Changes in Basic Project Configuration

The LA DOTD acknowledges and agrees that the Design-Builder's Proposal was based on certain basic information presented by the LA DOTD regarding the nature of the Project to be constructed. This basic information is considered the Basic Project Configuration. Except as authorized by a Change Order, the Design-Builder shall not make any material change in Basic Project Configuration. Non-material LA DOTD-directed changes will be covered by a Change Order whether they are within the parameters of the Basic Project Configuration or not. Louisiana Department of Transportation and Development-directed changes within the Basic Project Configuration specified in this DB Section 104-8.2 may be ordered without any change in the Lump Sum Contract Price or extension of the Contract Time, provided the change is ordered prior to completion of the Definitive Design Review for the affected Design Unit(s).

DB 104-8.2.1 Standard for Determining Materiality of Change in Basic Project Configuration

See Part 1 – Design-Build Agreement, Appendix A – Project Scope, Section 5.1.

DB 104-8.2.2 Necessary Basic Project Configuration Change

Notwithstanding the fact that this Contract generally obligates the Design-Builder to undertake all Work necessary to complete the Project without changes in the Lump Sum Contract Price, this DB Section 104-8.2.2 provides for a change in the Lump Sum Contract Price to be made in conjunction with Necessary Basic Project Configuration Changes. A Necessary Basic Project Configuration Change is a material change in the Basic Project Configuration which is necessary to correct an error, omission, or defect in the Basic Project Configuration Plans as shown or described in the Contract (with the understanding that a change will be deemed “necessary” only if the error, omission, or defect creates a problem which cannot reasonably be corrected without a material change in the Basic Project Configuration).

If any Necessary Basic Project Configuration Change increases or decreases the cost of performing the Work, then the LA DOTD will issue a Change Order to adjust the Lump Sum Contract Price accordingly. If a Necessary Basic Project Configuration Change changes the time required for performance of the Work, the time adjustment will be covered by a Change Order. Furthermore, if the Design-Builder commences any construction Work affected by the change prior to delivery of appropriate notice of the change to the LA DOTD, the Change Order must

allow the LA DOTD a credit for the cost of any unnecessary Work performed and/or must exclude any additional costs associated with redoing the Work already performed. The Change Order must also account for any offsets from Change Orders previously issued.

In the event that the LA DOTD approves a Necessary Basic Project Configuration Change that reduces the Design-Builder's costs, the Change Order must note the amount of cost decrease available for future offsets.

DB 104-8.2.3 Inaccuracies in Preliminary Design

The Design-Builder shall be responsible for any cost increases and/or delays which affect the duration of a Critical Path operation resulting from changes in requirements and obligations of the Design-Builder relating to the Project due to inaccuracies in the preliminary design which do not necessitate a material change in the Basic Project Configuration. In such event, no change in the Work will be deemed to have occurred and no Change Order will be issued for any such cost increases and/or delays. Accordingly, any non-material changes in the Basic Project Configuration (other than non-material LA DOTD-directed changes following the Definitive Design Review) will be the responsibility of the Design-Builder.

DB 104-8.2.4 Applicability of Change Orders

In general, the Design-Builder may implement non-material changes in the Basic Project Configuration without a Change Order, unless the change involves a circumstance for which a Change Order is specifically required hereunder. The Design-Builder acknowledges and agrees that constraints set forth in the environmental approvals and other Contract Documents, as well as the site conditions and the existing ROW limits, will impact the Design-Builder's ability to make non-material changes in the Basic Project Configuration.

DB 104-8.3 Changes Applicable to Utility Relocations

See Part 3 - Design Requirements and Performance Specifications, Appendix A - Performance Specifications, Utilities Performance Specification.

DB 104-8.4 Changes in Environmental Mitigation Requirements

Changes in environmental mitigation requirements may occur as the result of changes in governmental rules, as the result of changes in the Work directed by the LA DOTD, or as the result of design decisions made by the Design-Builder or its construction methodologies. The LA DOTD will issue a Change Order for changes in the scope of environmental mitigation requirements to be performed by the Design-Builder to the extent that they are directly attributable to changes in governmental rules or changes in the Work directed by the LA DOTD (including any assignment of mitigation requirements to the Design-Builder that were originally contemplated to be performed by the LA DOTD or others). The Design-Builder shall bear full responsibility for performance of any mitigation measures required as the result of its design

decisions or construction methodologies. Furthermore, the Design-Builder shall be entitled to compensation only for the incremental costs associated with compliance with the new requirements and shall not be entitled to additional compensation for Work relating to such compliance that was included in its original scope, including any commitments made in Design-Builder's Proposal (*see* Part 6 – Design-Builder's Proposal).

DB 104-9 RETENTION OF RECORDS

The Design-Builder shall retain all records for five years from Final Acceptance under the Contract. Required records include all accounts, papers, maps, plans, drawings, photographs, or other documentary materials, regardless of physical form or characteristics, made or received by the Design-Builder in connection with the Contract. Legible copies, including microfilm copies, are acceptable, provided they are so arranged, identified, and indexed that any individual document, or component of the records, can be located with reasonable facility.

The Design-Builder shall maintain records of all required payrolls and of the details that comprise the total Lump Sum Contract Price. These records must be available at any time within five years from Final Acceptance of the Project at the request of the LA DOTD for review and audit, if it is so deemed necessary by the Secretary.

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DB SECTION 105

CONTROL OF THE WORK



DB SECTION 105

CONTROL OF THE WORK

DB 105-1 DEPARTMENT'S PROJECT ORGANIZATION AND AUTHORITY OF DEPARTMENT'S PROJECT MANAGER

As designee of the Secretary, the Department's Project Manager has immediate charge of the Project. The Department's Project Manager is responsible for the administration and satisfactory completion of the Project. The Department's Project Manager will be delegated authority commensurate with that responsibility, including the authority to reject defective Material and construction and disapprove and reject design documents that do not comply with Contract requirements.

The Design-Builder is required to submit all issues related to the Project through the Department's Project Manager. The Department's Project Manager will decide all questions that may arise, including, but not limited to, the following topics:

- A) Acceptability of design documents;
- B) The quality and acceptability of Material furnished;
- C) Work performed;
- D) The rate of progress of the Work;
- E) Interpretation of the Contract;
- F) Acceptable performance of the Contract requirements; and
- G) Administration of monthly progress payments.

The decision of the Department's Project Manager of the aforementioned will be in writing and will be delivered to the Design-Builder's Project Manager as quickly as possible.

In addition to the authority to administer the Contract, modify the Contract by Change Order, and oversee and terminate the Contract as expressly provided in other Sections of the Contract, the Department's Project Manager will have the authority to suspend the Work, wholly or in part, or withhold progress payments due to the following:

- 1) Conditions such that unsatisfactory Work might result, regardless of responsibility;
- 2) Improper Material or procedures being used;
- 3) Unsafe conditions for the workers or the general public as a result of the failure of the Design-Builder to correct those conditions;
- 4) The Design-Builder's failure to carry out provisions of the Contract;

- 5) The Design-Builder's failure to carry out directions of the Department's Project Manager;
- 6) The Design-Builder's failure to comply with state or federal law or regulation;
- 7) The Design-Builder's non-conformance with the Maintenance of Traffic provisions of the Contract, causing serious disruptions to traffic operations; or
- 8) The Department's Project Manager's determination that suspension is necessary because of unsuitable weather.

The Design-Builder or the Department's Project Manager may suspend Work if conditions exist that are potentially injurious to the Project, including Work being performed in the absence of the Design-Builder's plans and specifications that have been accepted by Department's Project Manager and/or Work being performed in the absence of the Design-Builder's qualified Inspectors and/or sampling and testing personnel. No additional compensation will be paid to the Design-Builder because of such suspension. The Design-Builder shall not suspend Work without written authority from the Department's Project Manager. *See* DB Section 104-7.2 for more information on the Department's Project Manager's authority to suspend Work.

The Department's Project Manager may also suspend the Work wholly or in part for other conditions or reasons beyond the control of the Design-Builder or not connected with the construction of the Project when deemed necessary in the public interest. Additional Work caused by such suspensions will be paid for by the Department pursuant to DB Section 104-7.2.

Any adjustment of Contract Time for suspension of Work will be made as provided in DB Section 108-6.

DB 105-2 CONFORMITY WITH THE CONTRACT DOCUMENTS

All Work performed and all Material furnished must conform to the requirements of the Contract Documents.

When the Department's Project Manager finds the Materials furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents, but that reasonably acceptable Work has been produced, the Department's Project Manager will determine to what extent the Work will be accepted and remain in place. If accepted, the Department's Project Manager will document the basis of determination by a Supplemental Agreement or Change Order which will provide for an appropriate adjustment in the Lump Sum Contract Price for such Work or Material as he deems necessary to conform to his determination based on engineering judgment.

In the event the Department's Project Manager finds the Materials, the Work performed, or finished product have resulted in an inferior or unsatisfactory product, the Work or Materials must be removed and replaced or otherwise corrected by and at the expense of the Design-Builder.

DB 105-3 COOPERATION WITH FEDERAL HIGHWAY ADMINISTRATION

If this Project is a federal-aid DB project, the Design-Builder acknowledges and agrees that Federal Highway Administration (FHWA) will have certain approval rights with respect to the Project (including rights to approve the Project design), as well as the right to provide certain oversight and technical services with respect to the Project. The Design-Builder shall cooperate with FHWA in the reasonable exercise of FHWA's duties and responsibilities in connection with the Project.

DB 105-4 COOPERATION WITH UTILITIES

The Design-Builder shall consider the potential impact of utilities on the construction during design. The Indicative Plans, if any, provided in Appendix B – Indicative Plans of Part 4 – Request for Proposals (RFP) Plans identify some utilities in the Project corridor (primarily along the intersecting highways). The Design-Builder may choose to adjust the design and construction as needed to avoid any utility conflicts and/or the need for relocation of any utilities. However, the Design-Builder will be responsible for resolving the relocation of any utility conflicts in accordance with LA DOTD policies and procedures so that there is no loss of service during the Contract period. The Design-Builder shall adjust the design and construction as needed to avoid any utility conflicts and/or the need for relocation of any utilities.

It is agreed that the Design-Builder has considered in its Proposal all permanent and temporary utility appurtenances in their present or proposed relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained due to interference from the said utility appurtenances or the operation of moving them. Further information is provided in the Performance Specifications (*see* Part 3 – Design Criteria and Performance Specifications, Appendix A – Performance Specifications, Utility Performance Specification).

When the Design-Builder's Work involves excavating or underground demolition activity, the Design-Builder is required to reach Louisiana One Call prior to starting any Work, by calling (225) 275-3700 or toll-free (800) 272-3020 or by facsimile (225) 272-1967 in order to comply with the Louisiana Underground Utilities and Facilities Damage Prevention Law.

DB 105-5 COOPERATION BETWEEN THE DESIGN-BUILDER AND OTHER LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT CONTRACTORS

The LA DOTD reserves the right to contract for and perform additional work on or near the Site covered by this Contract.

When separate contracts are let within, adjoining, or adjacent to the limits of this Project, the Design-Builder and each other contractor must conduct its work not to hinder the progress of work by other contractors and must cooperate with each other as directed.

The Design-Builder shall arrange the Work and shall place and dispose of Materials not to interfere with the operation of other LA DOTD contractors within, adjoining, or adjacent to the limits of the Project. The Design-Builder shall acceptably join the Work with that of other LA DOTD contractors and shall perform the Work in proper sequence to that of the others and without causing disruption or delay to the schedule of Project completion.

The Design-Builder shall assume all liability, financial or otherwise, in connection with the Contract and shall hold the LA DOTD harmless and indemnify the LA DOTD from all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Design-Builder or caused to other LA DOTD contractors due to the presence and operations of other contractors working within, adjoining, or adjacent to the limits of the Project.

DB 105-6 LOAD RESTRICTIONS

The Design-Builder, Subcontractors, or suppliers must observe legal load restrictions when hauling Equipment or Materials on public Roads beyond Project limits. A special permit does not decrease the Design-Builder's liability for damage.

Except for specified Equipment, the Design-Builder shall obtain the Department's Project Manager's written permission to exceed legal load limits within the Project limits. Operating Equipment or hauling loads that may damage Structures, Roadway, utilities, and or any construction is prohibited unless protective measures are taken by the Design-Builder. *See also Part 3 – Design Criteria and Performance Specifications, Appendix A – Performance Specifications, Utility Performance Specification.*

DB 105-7 MAINTENANCE DURING CONSTRUCTION

The Design-Builder shall satisfactorily maintain the entire area within the ROW limits of the Project, from the effective date of the Notice to Proceed (NTP) until the date of Final Acceptance. Adjacent and parallel Roadways within the Project limits not affected by construction activities or diversion of traffic will not be the maintenance responsibility of the Design-Builder. This maintenance responsibility includes, but is not necessarily limited to,

maintaining drainage (sediment from construction must be removed so as not to block drainage outside of the ROW), periodic mowing of roadside vegetation, and removing of debris to the satisfaction of the Department's Project Manager, as well as such striping, patching, and shoulder maintenance which will provide safe and convenient conditions at all times for the public. The Design-Builder shall continuously and effectively satisfy its maintenance responsibilities with such Equipment and forces as may be necessary to maintain a safe and satisfactory condition for the duration of the Project. Further information is provided in Part 3 – Design Requirements and Performance Specifications, Appendix A – Performance Specifications, Maintenance during Construction Performance Specification.

DB 105-8 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE

If the Design-Builder fails to comply with DB Section 105-7, the Department's Project Manager will immediately notify the Design-Builder in writing of such noncompliance. If the Design-Builder fails to remedy the condition within 24 hours after receipt of the written notice, the Department's Project Manager may immediately remedy the condition, and the cost thereof will be deducted from payments for the Work.

When the condition requires more immediate remedy due to hazard to life, health, and property, the Department's Project Manager may immediately remedy the condition and the costs thereof will be deducted from payments for the Work.

DB 105-9 DESIGN-BUILDER'S RESPONSIBILITY FOR WORK

The Design-Builder is responsible for carrying out the provisions of the Contract at all times, regardless of whether an authorized LA DOTD designated representative is present or not. Any Work or item that is, at any time, found to be not in compliance with the Contract will remain the responsibility of the Design-Builder and will be subject to such corrective measures that are approved in writing by the Design-Builder's Designer and accepted in writing by the Department's Project Manager.

DB 105-10 LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT CONSULTATION AND WRITTEN COMMENT, APPROVALS, AND NON-CONFORMANCE REPORTS

Except for items specifically designated for "Approval" or "approval" in the Contract Documents, the LA DOTD's Consultation and Written Comment regarding reviews, observations, and/or inspections regarding design documents, Working Drawings, other required submittals, and construction means and methods must be considered and addressed by the Design-Builder. While the Design-Builder is not required to revise its Work in response to such comments, the Design-Builder must provide a timely written response to the Department's Project Manager regarding its disposition of the LA DOTD's comments, as well as a mutually

acceptable solution to any issues raised by the LA DOTD's Consultation and Written Comment. Any issues raised during Consultation and Written Comment by the LA DOTD, if not properly addressed by the Design-Builder, could affect the LA DOTD's Final Acceptance of the Project.

Deficiencies, non-compliance, errors, and/or omissions will be documented by the LA DOTD in written Non-Conformance Reports (NCRs). The Design-Builder shall respond to and address issues covered by NCRs and shall bring the Work into compliance with Contract requirements, at the sole determination of the LA DOTD.

Approvals will only be given by the LA DOTD for those submittals or Work specifically identified in the Contract Documents as for "Approval" or "approval."

Consultation and Written Comments or Approval by the LA DOTD of design documents, Working Plans, other required submittals, activities/actions, construction means and methods, and/or the Design-Builder's construction detail does not relieve the Design-Builder of the full responsibility for providing adequate Quality Control (QC) measures and does not relieve the Design-Builder of providing proper and sufficient Material, Equipment, and labor to complete the Work in accordance with the Contract and the Design-Builder's plans and specifications.

DB 105-11 MEETINGS

The Design-Builder shall participate in meetings as indicated in this Section 105-11. The party leading the meeting must record minutes of all meetings and distribute them within five Working Days of the meeting. Meeting minutes must clearly identify the following:

- A) Action items and issues;
- B) The party responsible for the action item;
- C) The status of issues; and
- D) Due dates for identified action items.

Action items and issues must be retained on the minutes until the required action is completed and/or the issue is resolved.

DB 105-11.1 Pre-Work Conference

The Design-Builder's Project Manager will consult with the Department's Project Manager and arrange and lead a pre-work conference within five Calendar Days after NTP.

The Design-Builder shall be represented by all appointed key personnel. *See* DB Section 108-3 regarding the Design-Builder's key personnel.

The meeting will take place at a location determined by the Design-Builder's Project Manager in the Project vicinity, in the sole determination of the Department's Project Manager.

The agenda of the meeting must include the following items:

- A) Planned activity for the first 60 Calendar Days after Notice to Proceed;
- B) Submission of the list of intended Subcontractors;
- C) Submission of the Plans required under the Contract; and
- D) Submission of the Price Center (PC) forms for all PCs above PC5.

The Department's Project Manager or the Design-Builder may add other items to this agenda.

DB 105-11.2 Proposal Concepts Evaluation Meetings

The Department's Project Manager may consult with the Design-Builder and arrange and lead a Proposal concept evaluation meeting within 30 Calendar Days of NTP to discuss the concepts and ideas contained in other Proposals that may be incorporated into the Contract.

If requested by the Department's Project Manager, the Design-Builder shall prepare an estimate of effects (time and cost) to incorporate concepts included in other Proposals into the Contract.

Attendance at the meetings and the preparation of the estimate of effects must be at no increase in the Lump Sum Contract Price to the LA DOTD.

DB 105-11.3 Design Mobilization Meeting

The Design-Builder's Project Manager will consult with the Department's Project Manager and will arrange and lead a design mobilization meeting at the Designer-Builder's Project office prior to the Design-Builder's initiating design Work.

The agenda must be developed in consultation between the Department's Project Manager and the Design-Builder and prepared by the Design-Builder and must include the following:

- A) The organization for design;
- B) A review of qualifications of design Quality Control staff;
- C) A design workshop agenda (*see* DB Section 111-16);
- D) The location of design personnel;
- E) The design schedule and time allocations for Design Reviews; and
- F) Design Quality Control.

DB 105-11.4 Site Mobilization Meeting

The Design-Builder's Project Manager will consult with the Department's Project Manager and arrange and lead a meeting at the Design-Builder's Project office prior to the Design-Builder's occupying any part of the site. The Design-Builder's key personnel who will be responsible for

activities on the agenda must attend the meeting. *See* DB Section 108-3 for more information on the Design-Builder's key personnel.

The agenda must be developed in consultation between the Department's Project Manager and the Design-Builder and prepared by the Design-Builder and must include, but not be limited to, the following items:

- A) The use of premises by the Louisiana Department of Transportation and Development and the Design-Builder;
- B) Louisiana Department of Transportation and Development requirements;
- C) Temporary utilities and facilities;
- D) Security and "housekeeping";
- E) A Right-of-Way and construction survey;
- F) A schedule for establishing Work areas, temporary facilities, and facilities and Equipment for LA DOTD staff;
- G) Temporary works; and
- H) Plans for early construction, if any.

DB 105-11.5 Progress Meetings

Progress meetings must be held at least weekly throughout the progress of the Project. The Design-Builder shall prepare the agenda in consultation with the Department's Project Manager and distribute copies together with draft minutes of the previous meeting to all planned participants at least five Calendar Days prior to the meeting. The Design-Builder shall lead the meetings.

The Design-Builder's key personnel must attend the progress meetings. *See* DB Section 108-3 for more information on the Design-Builder's key personnel.

A typical agenda must include the following items:

- A) A confirmation of minutes of the previous meeting and matters arising at the previous meeting;
- B) A review of Work progress;
- C) Design problems and decisions;
- D) Field observations, problems, and decisions;
- E) Identification of issues affecting planned progress;
- F) Planned activities (design and construction) for the coming two week period;
- G) Maintenance of quality and Work standards;

- H) Safety;
- I) Environmental issues;
- J) Schedule updates (monthly);
- K) Maintenance of Traffic; and
- L) The status of Change Orders, if any.

DB 105-11.6 Special Meetings

The Department's Project Manager may require special meetings at any time and that all or specified Design-Builder key personnel must attend. *See* DB Section 108-3 for more information on Design-Builder's key personnel.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

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DB SECTION 106

CONTROL OF MATERIALS



DB SECTION 106

CONTROL OF MATERIAL

DB 106-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All Material used in the Work must meet the quality requirements described in the Contract, unless the same are altered by the Design-Builder's Proposal (*see* Part 6 – Design-Builder's Proposal). The Design-Builder shall, within 60 Calendar Days of Notice to Proceed (NTP), document, in writing, in the Construction Quality Management Plan (CQMP), with a copy to the LA DOTD's designated representative, the sources of supply, types of all items, and kinds of Material that will be used in the Work. The documented sources of supply must be updated as the Design-Builder updates its sources of supply, and a copy of the updated documentation must be provided to the LA DOTD's designated representative.

All costs of exploring and developing sources must be borne by the Design-Builder. When the Design-Builder elects to develop new, noncommercial Material sources, the requirements for environmental acceptability apply, and the Design-Builder shall conduct, document in the CQMP, and submit to the LA DOTD's designated representative, all environmental resource studies and cultural resource studies. If the Design-Builder purchases Material, the requirements for environmental acceptability will not apply. However, if the Design-Builder negotiates with an owner of a commercial source to establish a Material source within the boundaries of an existing commercial source, and if the Design-Builder obtains the Material from the source with the Design-Builder's employees, then the environmental acceptability requirements identified for a noncommercial source apply. In addition, the LA DOTD may determine that certain commercial sources or specific areas within commercial sources known to have sensitive environmental, social, or cultural concerns may not, as a matter of public interest, be approved for use. This information, if available to the LA DOTD, will be stated in the Contract. If this information is not available until after the Proposal due date and the LA DOTD does not approve a commercial source or use of a specific area within a commercial source that was used by the Design-Builder to prepare its Proposal then the requirements of DB Section 104 apply. If the Design-Builder purchases Material from a Material source established for another project by another contractor working under contract to the LA DOTD, and if the Material source must be expanded beyond the area where environmental and cultural resource approvals have previously been obtained, then the requirements for environmental acceptability apply to the additional area.

The Design-Builder shall document in the CQMP that all sources meet Contract requirements regarding the following:

- A) Location;

- B) All lease agreements, purchase orders, or pit agreements made between parties involved with the pit owner or Supplier and the Design-Builder;
- C) Environmental acceptability. Environmental acceptability includes completing the environmental and cultural resource requirements of DB Section 107-12 and 107-26. The LA DOTD's designated representative will notify the Design-Builder when the requirements under DB Section 107-12 and/or 107-26 have been met. It may take up to 30 Calendar Days from the date copies of documentation are delivered to the LA DOTD's designated representative to obtain such notice. The requirements of DB Section 104-8.4 apply if the time needed to obtain regulatory approval exceeds statutory requirements;
- D) Plans for restoration after use of acceptable standards of contouring and revegetation; and
- E) Laboratory testing.

DB 106-2 SAMPLES AND TESTS

All Material and products proposed to be used in construction must be inspected, sampled, and tested by the Design-Builder, as described in the accepted Construction Quality Management Plan in accordance with the Construction Quality Assurance Program, DB Section 112, Appendices 112A and 112B, DB Section 113, and as indicated elsewhere in the Contract Documents. Whenever the Contract provides for "certification" or "approved list" as a basis of Final Acceptance, the LA DOTD reserves the right to conduct Verification sampling and/or testing of Material in any shipment prior to incorporation in the Work.

Test specimens must be removed from sampled items, prepared for testing, and shipped to the Design-Builder's laboratory in accordance with the Design-Builder's Quality Plan. The cost of all samples, and any other expenses incurred in making Material or products ready for inspection, sampling, and/or testing must be included in the Lump Sum Contract Price. Where testing methods are not described in the Contract, details of test methods may be obtained from the LA DOTD.

The expense of all Design-Builder performed reviews, inspections, sampling, and testing must be borne by the Design-Builder.

The expense of all LA DOTD Verification reviews, inspection, sampling, and testing, including the shipment of samples by the most economical means, will be paid for by the LA DOTD unless specifically excluded elsewhere in the Contract Documents.

Material and products designated in the CQAP to require QC, QA, or Verification inspection, sampling, and/or testing at the site of manufacture, production, and/or fabrication will be subject to qualification of the plant and manufacturer or fabricator prior to the required QC inspection,

sampling, and/or testing during manufacture, production, and/or fabrication. The Design-Builder shall be responsible for activities, including inspection and documentation, necessary for qualification. The Design-Builder shall allow sufficient time and notification to the LA DOTD, the Construction Quality Acceptance Firm (CQAF) in advance of beginning the Work in any mill, plant, shop, or other manufacturing location to allow time for scheduling the Design-Builder's QC or QA and LA DOTD's Verification activities of qualification inspection and subsequent inspection, sampling, and/or testing during the Work.

Material and products manufactured, produced, and/or fabricated outside of Louisiana must be made available within Louisiana in specifically defined lot quantities for the Design-Builder's QC, QA and LA DOTD's Verification, as required; inspection; sampling; and testing subsequent to manufacture, production, and/or fabrication. Such presentation within Louisiana will only be for Material and products whose conformance with the requirements of the Contract Documents may be determined, in the judgment of the Design-Builder, with concurrence of the LA DOTD's designated representative, by visual inspection and tests of specimens.

Such Material or products must be inspected not less than 30 Calendar Days prior to their intended shipment to the Project. All communications with the Design-Builder and the LA DOTD, written or verbal, must be in English. The instructions for the use of all Material and products, as well as all identifying information required by the Contract (i.e., labels, tags, and certifications) must be in English. Mechanical property measurements, dimensions, and all other numerical data must be in English units of feet, pounds, and seconds. All references to costs, charges, and prices must be in United States (US) dollars. No Material will be used until the Design-Builder has provided documentation to the in accordance with the CQAP that the Material meets Contract requirements and the LA DOTD's designated representative has conducted Verification and such Material will be used only so long as the quality continues to meet Contract requirements. The LA DOTD's designated representative's initial findings regarding Material will in no way preclude further examination and testing of that Material at any time the LA DOTD's designated representative suspects that the Material is no longer properly represented by the initial sample. Verification activities by the LA DOTD's designated representative at any time regarding any Materials will not bar its future rejection if it is subsequently found to be defective in quality or uniformity.

The Design-Builder shall furnish the names of companies from which it purchases Material which is inspected at manufacturing plants with the item number, the contract number, and the destination for each shipment of Material so ordered. If any part of the Contract is sublet, the Subcontractor must also conform to the foregoing requirements.

Plant inspection methods and procedures for sampling, testing, inspecting, and reporting must conform to that established by the LA DOTD in the CQAP, DB Section 112, Appendices 112A and 112B, and DB Section 113.

DB 106-3 CERTIFICATES

Certificates include Certificates of Analysis, Certificates of Compliance, and Certificates of Delivery. These certificates must be submitted to the QC file prior to use of Materials for which the certificates are required. The certificates must be signed by the Materials manufacturer, the manufacturer of assembled Materials, or the Materials supplier.

Materials used on the basis of these certificates may be sampled and tested at any time. The fact that Material is used on the basis of a certificate will not relieve the Design-Builder of the responsibility for incorporating Materials in the Work which conforms to the Contract requirements.

Distribution of certificates and requirements for further sampling and testing of certified materials must be as outlined in DB Section 112.

The LA DOTD reserves the right to refuse to permit the use of Materials on the basis of a certificate, or lack thereof.

DB 106-4 SUPPLIER PLANT INSPECTION

The Design-Builder is responsible for inspection of Material at the source, which is included in the Design-Builder's CQMP and Project CQAP. As part of the LA DOTD's Verification responsibilities, the LA DOTD's designated representative will likewise inspect activities and procedures at the source. Inspection activities that are undertaken by the LA DOTD at the source will meet the following conditions:

- A) The LA DOTD's designated representative must have the cooperation and assistance of the Design-Builder's Quality Manager and the producer with which the Design-Builder has contracted for Material;
- B) The LA DOTD's designated representative must have full entry at all reasonable times to such parts of the plant as may concern the manufacture or production of the Material being furnished;
- C) When required by the LA DOTD's designated representative, the Design-Builder shall arrange for such facilities as are necessary to adequately inspect the production or fabrication of the Material; and
- D) Adequate safety measures must be provided and maintained.

As part of its Verification responsibilities, the LA DOTD reserves the right to retest any Material before or during incorporation into the Work which had been tested and accepted by the Design-Builder at the source of supply, after the same has been delivered, and to provide Consultation

and Written Comments and/or Non-Conformance Reports (NCR) on any Material that, when retested, does not meet the requirements of this Contract.

DB 106-5 FIELD LABORATORY

The Design-Builder shall furnish field laboratories and field offices in accordance with the CQAP.

DB 106-6 MATERIAL STORAGE AND PLANT SITE

Materials must be stored to assure preservation of their quality and fitness for the Work. Stored Materials, even though inspected prior to storage, may again be inspected prior to their use in the Work. Stored Materials must be located to facilitate their prompt inspection. Portions of the Right-of-Way (ROW) may be used for storage and for placing the Design-Builder's plant and Equipment. Additional space required must be provided at the Design-Builder's expense.

DB 106-7 HANDLING MATERIALS

Materials must be handled to preserve their quality and fitness for the Work. Materials must be transported from the storage site to the Work in tight vehicles constructed to prevent loss or segregation of Materials after loading.

DB 106-8 REJECTION

Material, which has either been rejected on the results of Design-Builder tests or as the result of LA DOTD's Verification sampling and testing, will not be re-sampled or retested unless otherwise agreed to by the LA DOTD. Rejected Material must be removed immediately from the site of the Work by the Design-Builder at its expense unless otherwise agreed to by the LA DOTD's designated representative. No rejected Material, the defects of which have been subsequently corrected, will be used until agreement to do so in writing by the LA DOTD has been received by the Design-Builder.

DB 106-9 LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FURNISHED MATERIAL

The Design-Builder shall furnish all Materials required to complete the Work, except those specified to be furnished by the LA DOTD.

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Material furnished by the LA DOTD will be delivered or made available to the Design-Builder at the points specified.

The cost of handling and placing Materials after they are delivered to the Design-Builder will be considered as included in the Lump Sum Contract Price for the item in connection with which they are used.

The Design-Builder will be held responsible for Material delivered. Deductions will be made from payments for the Work to make good on any shortages and deficiencies, for any damage which occurs after such delivery, and for any demurrage charges.

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DB SECTION 107

LEGAL RELATIONS AND

RESPONSIBILITY TO THE PUBLIC



DB SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

DB 107-1 LAWS TO BE OBSERVED

The Design-Builder shall keep informed of and comply with all federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which affect those employed on the Work or which affect the conduct of the Work. The Design-Builder shall indemnify the state and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by the Design-Builder or the Design-Builder's employees, Subcontractors of any tier, or employees of Subcontractors of any tier.

Soil and soil moving Equipment operating in regulated areas will be subject to plant quarantine regulations. These regulations provide for cleaning soil from Equipment before it is moved from regulated areas to prevent spread of harmful agricultural pests from areas quarantined by the state or United States Department of Agriculture (USDA). Complete information may be obtained from the appropriate district office of the USDA Plant Protection Division.

When the Louisiana Department of Transportation and Development (LA DOTD) is the contracting agency, any litigation arising under or related to the Contract or the award thereof must be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

DB 107-2 PERMITS AND LICENSES, TAXES, AND INSURANCE

DB 107-2.1 Permits and Licenses

The Design-Builder shall procure temporary permits and licenses for the Work; pay charges, fees, and taxes; and give notices necessary to due and lawful prosecution of the work.

DB 107-2.2 Insurance

The Design-Builder shall maintain, at a minimum, the following insurance coverages:

- A) Professional liability coverage with combined single limits of \$3 million per claim and \$6 million aggregate during the period starting on the date of Notice to Proceed (NTP) and ending on the Final Acceptance date. The policy must have a retroactive date no later than the date on which the Request for Proposals (RFP) was issued and must have a five year extended reporting period with respect to events which occurred but were not reported during the term of the policy. The

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policy must protect against any negligent act, error, or omission arising out of the professional services that includes coverage for acts by others for whom the Design-Builder is legally responsible. The policy must apply to the activities of all design, engineering, and construction management professionals assigned to the Project;

- B) Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. For the coverage provided in this DB Section 107-2.2(B), the Design-Builder's insurer will have no right of recovery or subrogation against the State of Louisiana or the LA DOTD;
- C) Commercial General Liability (CGL) insurance with a combined single limit per occurrence for bodily injury and property damage. The aggregate loss limit must be on a per project basis. This insurance must include coverage for bodily injury fire legal liability, premises-operation; broad form contractual liability; products and completed operation; use of contractors and subcontractors; personal injury; broad form property damage; and explosion, collapse, and underground (XCU) coverage. The required limits must be not less than \$3 million per occurrence, with annual aggregates of \$6 million. A "claims made" police will not be accepted. The policy must include products and completed operations extended coverage for a minimum of five years following Final Acceptance. If the Design-Builder's CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the Design-Builder may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the Design-Builder. Any such excess insurance must be at least as broad as the Design-Builder's primary insurance;
- D) Umbrella excess coverage for its excess coverage for CGL, with required limits of not less than \$5 million per occurrence, with annual aggregates of \$10 million. This limit of liability must apply "collectively" and not "separately" for the Design-Builder and Subcontractors on the Project;
- E) A separate Owner's Protective Liability (OPL) policy must be supplied by the Design-Builder naming the LA DOTD and the State of Louisiana as named insureds. The required combined single OPL limit amount must be \$10 million;
- F) Environmental liability insurance during the period starting on the date of issuance of the NTP to design the improvements and ending on the date of Final Acceptance, with a five year extended reporting period with respect to events

which occurred but were not reported during the term of the policy. The policy must cover professional errors and omissions related to environmental remediation Work performed by, and environmental losses resulting from, the Design-Builder or its Subcontractors and any Persons for whom the Design-Builder is legally or contractually responsible. The environmental liability limit must be \$2 million per claim made;

- G) Business automobile liability insurance with a combined single limit per occurrence for bodily injury and property damage, with respect to liability arising out of the acts or omissions of the Design-Builder, its Subcontractors, and any Persons for whom the Design-Builder is legally or contractually responsible, whether occurring on or off of the Site. This insurance must include bodily injury and property damage coverage arising from the ownership, maintenance, or use of all owned/leased automobiles, hired automobiles, and non-owned automobiles used in the performance of the of the Work, including loading and unloading. The required combined single limit amount of insurance must be \$1 million; and
- H) If this Project includes work within a railway ROW, Railroad Protective Liability Insurance must be purchased on behalf of the railway by the Design-Builder. The standards for Railroad Protective Liability Insurance must be in accordance with provisions of the Federal Aid Policy Guide (FAPG) Part 646 as amended. The limits of liability must be as follows: Combined Single Limit for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property: \$2 million per occurrence with an aggregate of \$6 million for the term of the policy. The Design-Builder shall furnish to the railway the Railroad Protective Liability Insurance Policy and certificates evidencing the CGL coverage required above. The Railroad Protective Liability Insurance Policy and insurance certificates must be approved by the railway before any Work may be started on the railway's property by the Design-Builder or its Subcontractors. In addition, the Design-Builder shall furnish evidence of commitment by the insurance company to notify the railway and the Department's Project Manager in writing of any material change, expiration, or cancellation of the policy not less than 30 Calendar Days before such change, expiration, or cancellation is effective. The insurance specified must be kept in force until Final Acceptance of the Contract.

The following must be included as provisions in each policy:

- 1) The insurance company(ies) issuing the policy(ies) must have no recourse against the State of Louisiana and the LA DOTD for payment of any premiums or for assessments under any form of the policy; and
- 2) Any and all deductibles and self-insured retentions in the above described insurance policy(ies) must be assumed by and be at the sole risk of the Design-Builder.

Insurance is to be placed with insurance companies authorized in the State of Louisiana with an A. M. Best's rating of A-: VI or higher. This rating requirement may be waived for Workers' Compensation coverage only.

Should any policies be canceled, the Design-Builder shall immediately notify the Louisiana Department of Transportation and Development.

Upon failure of the Design-Builder to furnish, deliver, and maintain such insurance as required or provide proof of insurance on a yearly basis or as requested by the LA DOTD, this Contract, at the election of the LA DOTD, may be immediately declared suspended, discontinued, or terminated or payment on Price Center (PC) 1 may be suspended until the Design-Builder provides evidence of compliance. Failure of the Design-Builder to maintain any required insurance will not relieve the Design-Builder from any liability under the Contract, nor will the insurance requirements be construed to conflict with the obligations of the Design-Builder concerning indemnification under this DB Section 107-2.2.

The Design-Builder is responsible for requiring and verifying that all Subcontractors working on the Project maintain appropriate types and levels of insurance coverage.

DB 107-2.2.1 Verification of Coverage

A) Policies

Concurrently with the Design-Builder's execution hereof, the Design-Builder shall deliver to the LA DOTD the following items:

- 1) A certificate of insurance with respect to each policy required to be provided by the Design-Builder under this DB Section 107-2.2; and
- 2) Copies of all endorsements to the policies that set forth the required additional insureds and other amendments to the policy forms.

The LA DOTD will have no duty to pay or perform under this Contract until such certificate(s) and endorsements, in compliance with all requirements of this DB Section 107-2.2, have been provided. Upon the LA DOTD's request, certified, true, and exact copies of each of the insurance policies (including renewal policies) required under this DB Section 107-2.2 must be provided to the LA DOTD.

B) Renewal Policies

The Design-Builder shall promptly deliver to the LA DOTD a certificate of insurance and copies of all endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificate must be delivered not less than 45

Calendar Days prior to the expiration date of any policy and must bear a notation evidencing payment of the premium therefor. If requested by the LA DOTD from time to time, certified duplicate copies of the renewal policy must also be provided.

DB 107-2.2.2 Endorsements and Waivers

All insurance policies required to be provided by the Design-Builder hereunder must contain or be endorsed to comply with the following provisions, provided that, for the Workers' Compensation policy, only the following clauses (D) and (F) are applicable:

- A) For claims covered by the insurance specified herein, said insurance coverage must be primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants and must specify that coverage continues notwithstanding the fact that the Design-Builder has left the Site. The Design-Builder's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the State of Louisiana or the LA DOTD shall be excess and non-contributory of the Design-Builder's insurance;
- B) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project, or any change in ownership of all or any portion of the Project must not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents, and consultants);
- C) The insurance must apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability;
- D) Each policy must be endorsed to state that coverage will not be suspended, voided, canceled, modified, or reduced in coverage or in limits except after 30 Calendar Days' prior written notice by certified mail, return receipt requested, has been given to the LA DOTD. Such endorsement must not include any limitation of liability of the insurer for failure to provide such notice;
- E) All endorsements adding additional insureds to required policies must be on a form providing additional insureds with coverage for "completed operations";
- F) Each policy must provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of professional liability policies); and

- G) The CGL insurance policy must be endorsed to state that coverage for Subcontractor employees will not be excluded.

DB 107-2.2.3 Commercial Unavailability of Required Coverages

If, through no fault of the Design-Builder, any of the coverages required in this DB Section 107-2.2 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the LA DOTD will work with the Design-Builder to find commercially reasonable alternatives to the required coverages that are acceptable to the LA DOTD. The Design-Builder shall not be entitled to any increase in the Lump Sum Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. The LA DOTD will be entitled to a reduction in the Lump Sum Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, based on other evidence of insurance premiums as of the Proposal due date. The LA DOTD's right to a reduction in the Lump Sum Contract Price as set forth in the preceding sentence will be without regard to the insurance costs expended by the Design-Builder for the less than equivalent coverage or on other insurance required under this DB Section 107-2.2.

DB 107-2.2.4 Prosecution of Claims

Unless otherwise directed by the LA DOTD in writing, the Design-Builder shall be responsible for reporting and processing all potential claims by the LA DOTD or Design-Builder against the insurance required to be provided under this DB Section 107-2.2. The Design-Builder agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of the LA DOTD, whether for defense or indemnity or both. The LA DOTD agrees to promptly notify the Design-Builder of the LA DOTD's incidents, potential claims, and matters which may give rise to an insurance claim by the LA DOTD, to tender its defense or the claim to the Design-Builder, and to cooperate with the Design-Builder as necessary for the Design-Builder to fulfill its duties hereunder.

DB 107-2.2.5 Louisiana Department of Transportation and Development's Right to Remedy Breach by the Design-Builder

If the Design-Builder or any Subcontractor fails to provide insurance as required herein, the LA DOTD will have the right, but not the obligation, to purchase such insurance or to suspend the Design-Builder's right to proceed until proper evidence of insurance is provided. Any amounts paid by the LA DOTD will, at the LA DOTD's sole option, be deducted from amounts payable to the Design-Builder or reimbursed by the Design-Builder upon demand, with interest thereon from the date of payment by the LA DOTD to the reimbursement date, at the maximum rate allowable under applicable law. Nothing herein will preclude the LA DOTD from exercising its

rights and remedies under DB Section 108-8 as a result of the failure of the Design-Builder or any Subcontractor to satisfy the obligations of this DB Section 107-2.2.

DB 107-2.2.6 Disclaimer

The Design-Builder and each Subcontractor has the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein.

DB 107-3 PATENTED DEVICES, MATERIALS, AND PROCESSES

If the Design-Builder uses any design, device, Material, or process covered by patent or copyright, the Design-Builder shall be responsible for such use. The Design-Builder and Surety must indemnify the state and any affected third party or political subdivision from claims for infringement due to the use of any such patented design, device, Material, or process or any trademark or copyright and must indemnify the state for any costs, expenses, and damages due to any infringement during prosecution or after completion of the Work.

If the Design-Builder submits proposed plans, specifications, manufacturer's data, or any other information or documents to the LA DOTD for any purpose which may be protected by copyright or trade secret protection, the Design-Builder shall first obtain permission or license from the licensor or any other party having a proprietary interest in such documents or information and shall hold harmless, indemnify, and defend the LA DOTD at the Design-Builder's sole cost from any damages, expenses, or actions arising out of or related to use by the LA DOTD of information or documents supplied by the Design-Builder to the LA DOTD.

DB 107-4 RESTORATION OF SURFACES OPENED BY PERMIT

The right to construct or reconstruct any utility services in the Highway or to grant permits for same, at any time, is reserved by the LA DOTD for proper authorities of the municipality in which the Work is done and the Design-Builder shall not be entitled to damages either for digging up of the Highway or delays occasioned thereby.

When an individual, corporation, or any other legal entity is authorized through an executed permit from the LA DOTD, the Design-Builder shall allow parties bearing such permits to make openings in the Highway. The Design-Builder shall, when ordered, make all necessary repairs due to such openings. Payment for such work will be made as Extra Work or as provided in this Contract and will be subject to the same conditions as original Work performed.

DB 107-5 SANITARY CODE AND SAFETY PLAN

The Design-Builder shall not require any worker to Work under conditions which are unsanitary, hazardous, or dangerous to health or safety. The Design-Builder shall maintain the Work in a sanitary, safe, and non-hazardous condition.

The Design-Builder shall provide and maintain in a neat, sanitary condition, restrooms and other such accommodations for use of employees and LA DOTD personnel. Such facilities must comply with requirements of the state and local Boards of Health or other bodies or tribunals having jurisdiction.

DB 107-5.1 Design-Builder's Safety Obligations

The Design-Builder shall perform all actions necessary for safety and be solely and completely responsible for conditions on the site, including safety of all persons and property on the site during the Contract. This requirement applies continuously for the duration of the Contract and will not be limited to normal business hours or other time constraints or be reduced or diminished in any way because the Design-Builder is not given sole possession of the site. The Design-Builder is fully responsible for the safety of workers engaged upon the Project and all other persons working at or visiting the site and the protection of the public in the vicinity.

DB 107-5.2 Design-Builder's Safety Plan

The Design-Builder shall submit a written Project-specific Safety Plan which documents the Design-Builder's safety policy and which identifies and addresses specific health and safety concerns to be encountered on the Project to the LA DOTD for review and Approval. Before the Work begins, and periodically throughout the Project, the Design-Builder's Project supervision staff must meet with the Department's Project Manager to review and discuss the status of safety issues on the Project. An appropriate notice must be posted at the job site that the Project's Safety Plan is available for examination by any worker employed on the Project.

The Design-Builder shall implement, review, and update the Safety Plan and introduce a program for assuring that the Safety Plan is followed at all times. The Design-Builder shall coordinate with all authorities and relevant entities as necessary to ensure compliance with the Safety Plan.

The Department's Project Manager or designated representative will monitor and audit the Design-Builder's safety performance.

The Design-Builder's Safety Plan must provide for the following:

- A) Planning, management, and design to avoid hazards;
- B) Detection of potential hazards;

- C) Timely correction of hazards;
- D) Dedication to the protection of the public and the workers;
- E) Active participation of all persons involved with the Contract;
- F) Dedicated safety staff;
- G) Liaison with the Louisiana Department of Transportation and Development's safety monitoring staff; and
- H) Safety training and safety meetings.

The Design-Builder shall ensure that all its employees and those of the Subcontractors of any tier (including labor-only) are under an obligation at all times to fully conform to the provisions of the Safety Plan. In the event that the Design-Builder's employees or its Subcontractors fail to conform to the provisions of the Safety Plan, the Design-Builder shall take appropriate disciplinary measures. Such measures will include suspension, removal of offending employees from the site, and dismissal. The obligations and requirements of this DB Section 107-5.2 must be included in the terms and conditions of employment of all employees of the Design-Builder and all Subcontractors of any tier, including labor-only Subcontractors.

DB 107-5.3 Content of the Safety Plan

The Safety Plan must be comprehensive and include all required actions, activities, rules, and mitigation relative to the safety of the Work. It must include the following items:

- A) A policy statement indicating the Design-Builder's commitment to safety, goals stated as maximum lost hours, and no loss of life goals;
- B) Identification of LA DOTD and Design-Builder safety officers, including responsibility definitions, an organization chart, reporting procedures, safety inspection procedures, and audit programs;
- C) References to all applicable governmental rules;
- D) An education and training plan for required training for all workers, including a separate program and Hazardous Materials communications plan for workers involved with hazardous and contaminated substances remediation, required toolbox meetings, and required posting of information;
- E) Procedures to address Project health and safety concerns, including housekeeping, Material handling and storage, personal protective equipment, wall and floor openings, scaffolds, ladders, welding, flame cutting, electrical Equipment, lock-out or tag-out, motor vehicles, heavy Equipment, small tools, concrete forms, steel erection, cranes and hoisting, Work platforms, fire prevention and protection, sanitation, confined space entry, blasting and explosives, and other items;

- F) Industrial hygiene, including respiratory protection, noise, Hazardous Materials, and lists of hazardous chemicals present;
- G) Fire protection and prevention;
- H) Emergency and rescue procedures, including detailed procedures for all types of emergencies, such as, medical, fire, chemical spill, property damage, bomb threat, severe weather, flooding, explosion, and earthquakes;
- I) Incident investigation, reporting, and record keeping;
- J) Policy for substance abuse;
- K) Security provisions;
- L) Safety requirements and procedures for surveyors and engineering personnel conducting site investigations and verification sampling and testing; and
- M) Procedures for compelling worker compliance with health and safety requirements.

The Safety Plan must contain a list of the detailed safety procedures to be followed. Safety procedures must be prepared separately for individual activities and these detailed procedures must be appendices to the Safety Plan.

Certain of these items may be submitted in the format of the Design-Builder's health and safety program, with the Project's Safety Plan limited to Project-specific issues.

The Design-Builder shall be responsible for ensuring that each Subcontractor employed on the Project complies with this requirement. The Design-Builder shall provide to the LA DOTD a Project Safety Plan covering all Work to be done by a specific Subcontractor prior to that Subcontractor starting Work. As an alternative, the Design-Builder may provide a certification that all activities performed by, and workers employed by, Subcontractors will be subject to the Design-Builder's Project Safety Plan. Submission of the required Project Safety Plan by the Design-Builder and its acceptance by the LA DOTD will not be construed to imply approval of any particular method or sequence for addressing health and safety concerns or to relieve the Design-Builder from the responsibility to adequately protect the health and safety of all workers involved in the Project as well as any members of the public who are affected by the Project.

DB 107-5.4 Submittal of the Safety Plan

Prior to the start of any field Work or construction, the Design-Builder shall submit its Safety Plan to the Department's Project Manager for written Approval. Upon receipt of Approval, the Design-Builder shall issue the complete Safety Plan, which will be based on the Design-Builder's Safety Plan along with the incorporated comments of the Department's Project Manager and any other required updating. The Safety Plan will be a controlled document to be issued by the Design-Builder to, at least, the following persons:

Louisiana Department of Transportation and Development

- A) The Department's Project Manager;
- B) The Louisiana Department of Transportation and Development's designated representative(s);
- C) The Louisiana Department of Transportation and Development's safety monitoring coordinator;
- D) The Design-Builder's Project Manager;
- E) The Design-Builder's safety manager; and
- F) Subcontractors of any tier, including labor-only Subcontractors.

Other controlled copies will be distributed as determined by the Design-Builder and the Department's Project Manager. Uncontrolled copies will be issued as considered necessary by the Design-Builder.

The Design-Builder shall maintain a traceable record of the issuance of the controlled copies including numbering and acknowledgement of receipt. Revisions of the Safety Plan must be issued to all recipients of the controlled copies and managed in the same way as the controlled copies.

DB 107-5.5 Revisions to the Safety Plan and Procedures

The Department's Project Manager may require a revision to the Safety Plan or any safety procedure in order to ensure compliance with the Contract. The Design-Builder shall, following discussion with the Department's Project Manager, issue such revision within 30 Calendar Days of receipt of the instruction. A revision must include additions, omissions, or revisions, as applicable.

The Design-Builder shall review the Safety Plan and any safety procedure in order to revise it in accordance with activities and experiences on the site. Such revision, from time to time, will enhance the standards of safety being implemented on the site. At the very least, procedures must be reviewed and new procedures issued whenever the character or extent of any activity is changed or a new activity of a different nature is introduced which necessitates such revision.

In addition to such revision, the Design-Builder shall make a formal review of the Safety Plan once every 12 months on or near the anniversary of NTP. Such formal review must consider all matters pertaining to safety planning and implementation, including, accident reports, inspections, audits, suggestions from meetings, and other sources, such as, the Department's Project Manager and hazard analysis reviews. Within seven Calendar Days of finishing this review, the Design-Builder shall issue a review report to the Department's Project Manager, giving the conclusions of the review and identifying the revisions to be made to the Safety Plan.

Within 30 Calendar Days of the issue of the review report, the Design-Builder shall issue a revised Safety Plan for review and written Approval by the Department's Project Manager.

DB 107-5.6 The Design-Builder's Safety Organization

The Design-Builder shall designate a member of its board of directors, if it is a corporation or a Joint Venture (JV), or a principal of its organization who will be responsible and directly accountable to the LA DOTD in all matters concerning safety. The Design-Builder shall also require the Design-Builder's Project Manager to be responsible and directly accountable to this designated safety board member or principal in all matters concerning construction safety.

The Design-Builder shall appoint, within 30 Calendar Days of NTP, a safety manager whose Project duties will be solely connected with the safety aspects of the Project and who will report directly to the designated safety board member or principal. Such an appointment will be subject to written acceptance by the Department's Project Manager. The safety manager must be suitably qualified and experienced. The safety manager will implement, maintain, and monitor compliance with the Safety Plan and all safety procedures, and be based full-time at the site.

The Design-Builder shall provide and maintain an organizational structure that will ensure the effective control of the Project's safety assurance tasks by the Design-Builder's safety staff. Such staff must be engaged solely in safety assurance. Responsibilities and task subdivision must be clearly identified in the Safety Plan, and must show direct lines of communication and reporting between the Design-Builder's safety manager and the designated safety board member or principal and between the Design-Builder's safety manager and the Design-Builder's Project Manager.

The Design-Builder shall not remove the appointed safety manager without the prior written consent of the Department's Project Manager. The Design-Builder shall nominate any replacement at the same time consent is sought.

If the safety manager is removed, a suitably qualified and immediately available replacement must be proposed to the Department's Project Manager for Approval within 14 Calendar Days of receipt of the notice requiring the removal.

The Design-Builder shall provide adequate numbers of supporting staff for the safety manager, in the sole determination of the LA DOTD, including a deputy to act in his/her absence.

The Design-Builder shall not commence any Work on the site until the safety manager has been appointed and accepted by the Department's Project Manager and has commenced duties on the site.

The Design-Builder shall ensure that all Subcontractors of any tier whatsoever, including labor-only Subcontractors, will provide adequate safety staff, as solely determined by the LA DOTD.

Each Subcontractor of every tier, including labor-only Subcontractors, must have a safety supervisor who has appropriate experience and training, as determined by the LA DOTD. Each Subcontractor safety supervisor must be responsible for implementing and maintaining its respective safety plan. Subcontractor safety supervisors must devote a substantial amount of their time to such duties. All Subcontractor safety plans must at all times conform to the Design-Builder's Safety Plan.

Breaches of the Design-Builder's Safety Plan or other conduct prejudicial to safety may be cause for the Department's Project Manager to require the removal of any employee, including the Design-Builder's Project Manager or safety manager, from the site.

The Design-Builder shall give authority to the safety manager and safety staff to issue stop orders that instruct employees of the Design-Builder and its Subcontractors of any tier, including labor-only Subcontractors, to cease operations and take urgent and appropriate action to make the site safe and prevent unsafe working practices or other infringements of the Safety Plan or breach of any governmental rules.

The Design-Builder shall require its safety manager to verify by inspection that the requirements of this DB Section 107-5 and the Design-Builder's Safety Plan and safety procedures are being strictly complied with. In the event of any non-compliance, the safety manager will forthwith issue an instruction to stop Work until the non-compliance is rectified. If the Design-Builder considers the non-compliance to be of a minor nature implementation may be delayed 24 hours, with the LA DOTD's consent. If the Department's Project Manager states that such delay is acceptable, the Design-Builder may suspend implementing the instruction for 24 hours and resume working. During the 24-hour period, the Design-Builder must rectify the non-compliance.

No Work will be performed on site unless the Design-Builder's safety manager or designated deputy is on site. Work must not be performed at the site unless the specified safety supervisors are on the site.

The Design-Builder shall make provisions for local emergency service to respond to any emergencies or problems at the Project site and shall provide adequate emergency medical care to personnel working on the site. The Design-Builder shall also have personnel trained in First Aid and CPR at the Project site at all times that Work is on-going.

DB 107-5.7 Safety Considerations in Design

The Design-Builder shall identify and analyze the hazards and risks associated with the Work, including during construction and its ultimate use, and shall design the Work so as to eliminate, mitigate, or control such hazards.

DB 107-6 SITE SECURITY

DB 107-6.1 Requirements

The Design-Builder shall be responsible for the security of the site and the Work, including the facilities provided by the Design-Builder for the LA DOTD, from the date the Project is released to the Design-Builder until Final Acceptance. This includes the protection of offices, workshops, Equipment, Material, and the Work from damage by vandalism, flood, storm, fire, and theft.

The site must be adequately protected at all times to prevent unauthorized access onto the site, particularly to areas of high safety risk. This protection must include security fencing at areas of high safety risk to the public as well as areas with high risk of vandalism and other areas where necessary for the Design-Builder to fulfill obligations under the Contract. All necessary access for the public through the site must be adequately protected.

The Design-Builder shall provide adequate lighting and guarding at main security areas, such as, offices, facilities for the LA DOTD provided by the Design-Builder, Work areas, and storage yards.

The Design-Builder shall establish and maintain a system and people to control and guide visitors to and around the site.

DB 107-6.2 Site Security Plan

The Design-Builder shall prepare and submit to the Department's Project Manager, for written Approval, a Site Security Plan within 60 Calendar Days of NTP, describing the Design-Builder's procedures for securing the site. The Site Security Plan must include the security requirements described in DB Section 107-6.1. If the Department's Project Manager objects to the Site Security Plan, it must be amended so as to resolve all objections. The Design-Builder shall review and update the Site Security Plan on a regular basis, and provide copies of any changes to the Department's Project Manager.

DB 107-6.3 Reports

The Design-Builder shall submit a security report, reporting any security-related incident, with the monthly progress report.

DB 107-7 PUBLIC CONVENIENCE AND SAFETY

The Design-Builder shall conduct the Work to assure the least possible obstruction to traffic. The Project site and haul routes must be kept reasonably free from dust and in such condition that the public can travel in safety.

When the Highway under construction is to be kept open for traffic, the subgrade and surfacing will be kept reasonably free from dust and in such condition that the public can travel in safety. Safety and convenience of the general public and the residents along the Work, and protection of persons and property, must be a primary responsibility of the Design-Builder.

When the Design-Builder works at night, adequate artificial lighting, signs, flaggers, or other traffic controls must be provided to protect workers, the Work, and the traveling public. If the Department's Project Manager finds that the night work is so hazardous as to preclude the beginning or require the discontinuing of such Work, the Design-Builder shall immediately cease all such operations.

DB 107-8 NAVIGABLE WATERS AND WETLANDS

All Work in, over, or adjacent to navigable waters or wetlands must be conducted in accordance with rules and regulations of the United States (US) Army Corps of Engineers and US Coast Guard.

Navigable clearances on waterways must not be infringed upon, and existing navigable depths must not be impaired except as allowed by permits issued by the responsible agency.

The LA DOTD will obtain a permit from the US Coast Guard and US Army Corps of Engineers relative to approval of construction plans for bridges, causeways, embankments, dredging, and spoil disposal for Work in navigable waters or wetlands. The Design-Builder will be furnished a copy of the permit and must comply with all provisions and conditions of the permit. When required by permit, upon completion and before Final Acceptance of the Project, the Design-Builder shall furnish the Department's Project Manager 8 by 10 inch color photographs of any Bridges from abutment to abutment, two photographs looking upstream and two looking downstream. The prints must be glossy finish, mounted on linen. These photographs will be furnished at no direct pay.

The Design-Builder shall prepare reproducible drawings complying with the standards of the US Coast Guard and the US Army Corps of Engineers showing falsework construction, test piles or other temporary pile driving operations, erection sequence, temporary navigational lighting, location of Equipment and barges in the navigable limits, and other drawings required by the permit agencies. Drawing sizes must be 8 by 10 1/2 inches with a one inch border on the top or short side. The drawings must be submitted to the Department's Project Manager for transmittal to the appropriate agency. Construction of falsework, test pile operations and erection, or operation of construction Equipment within the navigable limits must not commence until drawings are approved.

The Design-Builder shall display lights on Equipment operating, berthed, or moored in navigable streams, and provide temporary navigational lighting on temporary and permanent construction in the navigable limits as required by the US Coast Guard.

Should the Design-Builder sink, lose, or throw overboard any Material, machinery, or Equipment which may be dangerous to navigation, the Material, machinery, or Equipment must be immediately removed or recovered. The Design-Builder shall give immediate notice of such obstruction to proper authorities and, if required, shall mark or buoy such obstruction until it is removed.

The Design-Builder shall not deposit excavated material into the water way or wetland without a permit from the appropriate agency.

All operations in connection with the Work must be in accordance with permits, rules, and regulations of the US Army Corps of Engineers and the US Coast Guard. Deviations therefrom will be only by special permission or special permit which will be the responsibility of the Design-Builder. Failure of the Design-Builder to become familiar with the terms, conditions, and provisions of the permits, rules, and regulations applicable to the Work will not relieve the Design-Builder of responsibility under this Contract.

The Design-Builder shall conduct operations to cause minimum interference with marine operations. If such interference is necessary, the Design-Builder shall notify the Department's Project Manager, in writing, sufficiently in advance so that the LA DOTD may obtain approval from the US Coast Guard at least three weeks prior to said interference.

Copies of Louisiana Department of Transportation and Development-obtained permits are available from the Department's Project Manager.

Copies of any special permits obtained by the Design-Builder must be submitted immediately to the Department's Project Manager.

DB 107-9 BARRICADES AND WARNING SIGNS

The Design-Builder shall provide, erect, and maintain necessary barricades, suitable lights, danger signals, signs, and other traffic control devices, including flaggers, and shall take all necessary precautions for protection of the Work and safety of the public. Highways closed to traffic must be protected by effective barricades. Suitable warning signs must be provided to direct traffic.

The Design-Builder shall erect and maintain warning signs in advance of any place on the Project where operations may interfere with traffic and at intermediate points where new Work crosses or coincides with an existing Road.

Barricades, warning signs, lights, temporary signals, and other protective devices must conform to the details shown on the plans and the Manual of Uniform Traffic Control Devices (MUTCD).

DB 107-10 USE OF EXPLOSIVES

Explosives must not be used without written approval. When explosives are used, the Design-Builder shall not endanger life or property. The use of explosives must be in compliance with all laws and ordinances. The Design-Builder shall be responsible for all damage resulting from the use of explosives.

Explosives must be securely stored, in compliance with all laws and ordinances. Such storage places must be clearly marked. When no local laws or ordinances apply, satisfactory storage must be provided no closer than 1,000 feet (304.8 meters) from any Road, building, or place of human occupancy.

The Design-Builder shall notify, in writing, each utility company, railroad, and affected property owner having facilities in proximity to the site of Work of the intention to use explosives. Such notices must be given sufficiently in advance to enable them to protect their property from damage.

DB 107-11 PRESERVATION OF PUBLIC AND PRIVATE PROPERTY

The Design-Builder shall be responsible for preservation of public and private property and shall protect from disturbance and damage all land monuments, property line markers, or horizontal and vertical control monuments, such as, those established by the US Coast and Geodetic Survey, National Geodetic Survey, Louisiana Geodetic Survey, LA DOTD, US Army Corps of Engineers, or US Geological Survey.

Before removing and/or resetting any survey monuments, the Design-Builder shall give sufficient written advance notice to the Department's Project Manager for coordination with the appropriate agency. The Design-Builder shall not disturb or move any such monument without written approval. The Design-Builder shall give immediate written notice to the Department's Project Manager of damage to survey monuments. The Department's Project Manager will designate the location and manner in which monuments are to be reset in accordance with current LA DOTD procedures.

The Design-Builder shall be responsible for damage to property during the Work due to any negligent act, omission, or misconduct in executing the Work, or due to defective Work or Materials. This responsibility will not end until Final Acceptance. However, Final Acceptance does not relieve the Design-Builder's obligations regarding damage to property pursuant to any guaranty or warranty under the terms of the Contract.

When damage is done to public or private property by the Design-Builder due to any negligent act, omission, or misconduct in execution of the Work, or in consequence of non-execution thereof by the Design-Builder, such property must be restored at the Design-Builder's expense to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or otherwise acceptably restoring as directed or making good such damage in an acceptable manner.

DB 107-12 ENVIRONMENTAL PROTECTION

The Design-Builder shall comply with federal, state, and local laws and regulations controlling pollution of the environment, including, air, water, and noise. The Design-Builder shall take precautions to prevent pollution of waters and wetlands with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments will be restricted to areas where it is necessary to perform filling or excavation to accomplish the Work and areas which must be entered to construct temporary or permanent Structures. As soon as conditions permit, streams and impoundments must be cleared of obstructions placed therein or caused by construction operations.

Frequent fording of streams with construction Equipment will not be permitted.

No residue from dust collectors or washers will be dumped into a stream.

Attention is further directed to the federal, state, and local air pollution control programs and their rules and regulations regarding air pollution, especially open burning, fugitive dust, and asphaltic concrete plant restrictions.

The Design-Builder shall maintain and operate Equipment to minimize noise and vibration. Engines must be equipped with properly functioning mufflers. The Design-Builder shall assure the activities near noise and vibration sensitive areas, such as, churches, hospitals, and schools, are not unduly disruptive.

DB 107-13 SOIL EROSION

The Design-Builder shall schedule and conduct its Work to minimize soil erosion and to minimize silting and muddying of streams, rivers, irrigation systems, impoundments (lakes and reservoirs), and lands adjacent to or affected by the Work. Construction of drainage facilities and performance of other Work which will contribute to the control of erosion and sedimentation must be carried out in conjunction with earthwork operations or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations must be kept to a

minimum. Prior to the start of the applicable construction, the Design-Builder shall submit to the Department's Project Manager for acceptance schedules for accomplishment of temporary and permanent erosion control Work as are applicable for clearing and grubbing, grading, Bridges, and other Structures at watercourses, construction, and paving. In addition, the Design-Builder shall also submit for acceptance at the same time its proposed method of erosion control on haul roads and borrow pits and its plan for disposal of surplus excavated Material. No Work will be started until the erosion control schedules and methods of operation have been accepted by the Department's Project Manager. If conditions change during construction, the Design-Builder may be required to submit a revised schedule for acceptance as directed by the Department's Project Manager. Whenever the Design-Builder's operations, carried out in accordance with the accepted erosion control schedule, result in a situation where appropriate temporary erosion control measures are not shown on the Design Plans the Design-Builder shall conduct the Work in accordance with Section 204 of the LA DOTD Standard Specifications. In carrying out the control measures under this Section 107-13, the Design-Builder shall be guided by, but not limited to, the following controls:

- A) When borrow Material is obtained from other than commercially operated sources, erosion of the borrow site must be so controlled both during and after completion of the Work that erosion will be minimized and minimal sediment will enter waterways, impoundments, or adjacent properties. Waste or spoil areas and construction roads must be located, constructed, and maintained in a manner that will minimize sediment entering waterways and impoundments. The Design-Builder shall submit grading plans for all borrow pits or areas or spoil or waste areas to the Department's Project Manager for acceptance prior to the start of Work on, or the use of, such areas. The grading plans must indicate the sequence of operations, temporary slopes, and other factors which may have an influence on erosion control;
- B) When Work areas or gravel pits are located in or adjacent to live waterways and impoundments, such areas must be separated from the rest of the waterway or impoundment by a dike or other barrier to minimize sediment entering a flowing waterway or impoundment. Care must be taken during the construction and removal of such barriers to minimize the muddying of a waterway or impoundment; and
- C) Water from aggregate washing or other operations containing sediment must be treated by filtration, settling basin, or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions.

No payment will be made for any labor, Material, or Equipment needed for soil erosion abatement as described above.

When it becomes necessary, the Department's Project Manager will inform the Design-Builder of unsatisfactory construction procedures and operations insofar as erosion control is concerned.

If the unsatisfactory construction procedures and operations are not corrected promptly, the Department's Project Manager may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected, with all costs of such action(s) to be borne by the Design-Builder.

DB 107-14 AIR NAVIGATION

The Design-Builder shall obtain a permit (or a determination of no hazard to air navigation) from the Federal Aviation Administration (FAA) for all permanent Structures and temporary Structures (such as, equipment, falsework, or construction cranes).

The Design-Builder shall complete a separate FAA Notice of Proposed Construction or Alteration for both the permanent Structure and any temporary Structures. The Design-Builder shall receive any appropriate approvals or clearances from the FAA pursuant to the Notice of Proposed Construction or Alteration prior to commencing with any construction on the Project in accordance with the notice. The FAA Notice of Proposed Construction or Alteration may be applied for electronically at the FAA's Web site, <http://oeaaa.faa.gov>, and using the E-filing area.

The Notice of Proposed Construction or Alteration must be submitted for review and approval to the FAA, with a copy to the Department's Project Manager. Construction and operations in connection with the Work for protection of aerial navigation must be in accordance with the approved permit or Notice of Proposed Construction or Alteration and applicable federal regulations. Failure of the Design-Builder to be familiar with applicable rules and regulations of the FAA will not relieve the Design-Builder of responsibility under this Contract.

DB 107-15 DAMAGE CLAIMS

The Design-Builder shall indemnify the LA DOTD and its officers and employees from all suits, actions, or claims brought because of injuries or damage sustained by any person or property due to operations of the Design-Builder or its Subcontractors, vendors, or suppliers; due to negligence in safeguarding the Work; due to use of unacceptable Materials in constructing the Work; due to any negligent act, omission, or misconduct of the Design-Builder or its Subcontractors, vendors, or suppliers; or because of claims or amounts recovered from infringements of patent, trademark, or copyright by the Design-Builder or its Subcontractors, vendors, or suppliers or from claims or amounts arising or recovered under the Workers' Compensation Act or other law, ordinance, order, or decree. Any money due the Design-Builder as considered necessary by the LA DOTD for such purpose may be retained for use of the state or, in case no money is due, the Surety bond may be held until such suits, actions, or claims for injuries or damages have been settled and suitable evidence to that effect furnished to the LA DOTD, except that money due the Design-Builder will not be withheld when the Design-

Builder produces satisfactory evidence that adequate Workers' Compensation, Public Liability, and Property Damage Insurance are in effect.

DB 107-16 OPENING SECTIONS TO TRAFFIC

Opening of sections of the Work to traffic prior to completion of the entire Contract may be desirable from a traffic service standpoint, or may be necessary due to conditions inherent in the Work or by changes in the Design-Builder's Work schedule, or may be required due to conditions or events unforeseen at the time of the Contract. Such openings must be made when directed and will not constitute acceptance of the Work nor a part thereof or a waiver of any provisions of the Contract.

The Contract will specify, insofar as possible, which sections will be opened prior to completion of the Contract. On any section opened by order of the Department's Project Manager, when not specified, the Design-Builder shall not assume any expense entailed in maintaining the Road for traffic. Such expense will be borne by the LA DOTD or compensated in accordance with DB Section 109-8. On portions of the Project which are ordered to be opened for traffic, in the case of unforeseen necessity not the fault of the Design-Builder, compensation for additional expense to the Design-Builder and allowance of additional time for completion of other Work on the opened portions of the Project will be as set forth in a Change Order mutually agreed on by the Department's Project Manager and the Design-Builder.

When the Design-Builder's progress is undesirably slow in completing shoulders, drainage Structures, or other features of the Work, the Department's Project Manager may notify the Design-Builder in writing and establish therein a reasonable period of time in which the Work is to be completed. If the Design-Builder fails to make a reasonable effort toward completion in this time period, the Department's Project Manager may order all or a Section of the Project opened to traffic. On such Sections ordered to be opened, the Design-Builder shall conduct the remainder of construction operations to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the Work by reason of opening such Section to traffic.

On any Section opened to traffic under the foregoing conditions, whether specified in the Contract or opened by necessity of the Design-Builder's operations or unforeseen necessity, any damage to the Highway not attributable to traffic which occurs on such Section (except slides) will be repaired by the Design-Builder at no direct pay. Removal of slides must be done by the Design-Builder on a basis agreed to prior to removal of such slide.

DB 107-17 HAZARDOUS MATERIAL REPORTING AND CLEAN-UP OF SPILLS

The Design-Builder shall be responsible for reporting and cleaning up spills associated with construction of the Project, and shall report and respond to spills of Hazardous Materials such as gasoline, diesel fuel, motor oils, solvents, chemicals, toxic and corrosive substances, and other Material that are a threat to public health or the environment. The Design-Builder shall be responsible for reporting past spills encountered during construction and current spills not associated with construction. Reports must be made immediately to the Department's Project Manager if on state ROW or to the property owner if outside of state ROW. Unreported spills identified after construction and associated with construction of the Project will be cleaned up by the Design-Builder. Failure to report or respond to a spill will result in the Design-Builder bearing the full cost of remediation of clean-up of such unreported spills.

The LA DOTD will be responsible for any delay costs and expenses due to it or the Design-Builder making a new discovery of Hazardous Materials that are not identified in the Contract Documents. The Design-Builder is responsible for all costs and expenses, including delay costs and expenses, for all Hazardous Material spills that are identified in the Contract Documents or that are caused by the Design-Builder or any of its Subcontractors or the Design-Builder's or Subcontractor's employees or agents.

DB 107-18 DESIGN-BUILDER'S RESPONSIBILITY FOR THE WORK

Until Final Acceptance, the Design-Builder shall have the charge and care of the Work and shall take every precaution against damage to any part thereof by action of the elements, vandalism, or theft or from other cause, whether arising from execution or non execution of the Work. The Design-Builder shall rebuild, repair, restore, or pay for damages, including theft and vandalism, to the Work before Final Acceptance and shall bear the expense thereof, except for guard rail and permanent impact attenuators must be repaired as soon as possible after damage. If the Department's Project Manager determines that the Design-Builder's operation did not contribute to the damages, the LA DOTD will reimburse the Design-Builder for such repairs by force account in accordance with DB Section 109-8.1.2.

In case of suspension of Work, the Design-Builder shall be responsible for the Project. The Design-Builder shall take such precautions as necessary to prevent damage to the Project, maintain traffic, provide for normal drainage, and erect any necessary temporary Structures, signs, or other facilities at no direct pay. During such period of suspension, the Design-Builder shall acceptably maintain all living Material in newly established plantings, seedings, and soddings furnished under the Contract and shall take adequate precautions to protect new tree growth and other important vegetative growth against damage. Should suspension of the Work not be attributed to any actions of the Design-Builder, the Design-Builder shall be reimbursed for additional Work in accordance with DB Section 109-8.

DB 107-19 UTILITY PROPERTY AND SERVICES

The Design-Builder's operations adjacent to properties of railway and utility companies or adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, must not commence until after all arrangements necessary for the protection thereof have been made.

In the event of interruption of utility services due to accidental breakage or being exposed or unsupported, the Design-Builder shall promptly notify the proper authority and shall cooperate with such authority in restoration of service. If utility service is interrupted, continuous cooperation will be required until service is restored. No Work will be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

DB 107-20 ACQUISITION AND CONVEYANCE OF REAL PROPERTY

The LA DOTD has identified property to be used for the Project, the boundaries of which are depicted in the Contract Documents.

Any additional ROW required due to design changes originated by the Design-Builder and deemed necessary by the LA DOTD will be acquired by the LA DOTD. Additional ROW acquisitions may cause Project delays. The LA DOTD will only be responsible for time and cost impacts associated with acquisition of additional ROW in the case of a Necessary Basic Project Configuration Change (*see* DB Section 104-8.2.2). If additional ROW is required for the Design-Builder's convenience or if additional ROW is needed for a reason other than a Necessary Basic Project Configuration Change, the LA DOTD will conduct the acquisition of the ROW, but the Design-Builder will be responsible for all costs and delays associated with the additional ROW and its acquisition.

The Design-Builder shall cooperate with the LA DOTD in the completion of Project design and identification of final ROW requirements and construction impacts. It is expected that the Design-Builder will identify any additional ROW needs no later than the Definitive Design Review for any affected Project component.

The Design-Builder shall coordinate with the LA DOTD regarding any design features that may impact properties, even though no property acquisition is contemplated. The intent is to avoid damages to properties not previously identified and addressed.

DB 107-20.1 Coordination

The Design-Builder shall not enter onto parcels until the Louisiana Department of Transportation and Development has obtained the legal right to do so.

DB 107-20.2 Change in Project Design

If the Design-Builder identifies additional parcels to be acquired and/or modifications to the ROW limits (fee takings, easements, or other property rights), the Design-Builder shall prepare and submit to the LA DOTD new or revised surveys, legal descriptions, ROW maps, and justification of the need for additional ROW. The LA DOTD will review the request, determine whether the proposed acquisition is appropriate and necessary, and notify the Design-Builder regarding the minimum time required to complete the acquisition. If the Design-Builder and LA DOTD agree to the additional acquisition, the Design-Builder shall prepare any additional documents necessary for the LA DOTD to proceed with the acquisition.

If the LA DOTD determines that the acquisition is appropriate and required for the Project, the LA DOTD will acquire the ROW in accordance with LA DOTD procedures and The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, subject to the conditions specified in this DB Section 107-20.2 regarding allocation of time and cost responsibilities.

DB 107-20.3 Temporary Construction Easements

The Design-Builder shall be responsible to identify, prepare, and submit to the LA DOTD new or revised surveys, legal descriptions, ROW maps, and justification of the need for the acquisition of all temporary construction easements not previously obtained by the LA DOTD at no change in Contract Time or Lump Sum Contract Price. The LA DOTD will acquire the temporary construction easements on behalf of the Design-Builder.

DB 107-21 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of this Contract or in exercising any authority granted to them by the Contract, there will be no liability upon the Secretary, Chief Engineer, Department's Project Manager, or their authorized representatives, either personally or as officials of the state, it being understood that in such matters they act solely as representatives of the state.

DB 107-22 NO WAIVER OF LEGAL RIGHTS

Upon completion of the Work, the LA DOTD will make final inspection and then notify the Design-Builder of Final Acceptance within 30 Calendar Days. Such Final Acceptance will not prevent the LA DOTD from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor will the LA DOTD be prevented from recovering from the Design-Builder, its Surety, or both such overpayment as it may sustain by failure of the Design-Builder to fulfill obligations under the Contract. A waiver by the LA DOTD of any breach of any part of the Contract will not be a waiver of any other breach.

The Design-Builder, without prejudice to the terms of the Contract, shall be liable to the LA DOTD for latent defects, fraud, or such mistakes as may amount to fraud, or as regards the LA DOTD's rights under any warranty or guaranty.

DB 107-23 THIRD PARTY LIABILITY

It is agreed between the parties executing the Contract that it is not intended by any provisions of the Contract to create the public nor any member thereof as a third-party beneficiary hereunder, nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the Contract.

DB 107-24 ANTI-TRUST VIOLATIONS

By execution of the Contract, the Design-Builder conveys to the LA DOTD all rights, title, and interest in and to all causes of action it may acquire under federal and state anti-trust laws relating to the goods or services purchased by the LA DOTD pursuant to the Contract.

DB 107-25 THE DESIGN-BUILDER'S RESPONSIBILITY FOR THE TRAVELING PUBLIC

The Design-Builder shall conduct Work within the construction zone so that there will be minimal hazard to anyone transiting the Work Site on the open lanes of travel. To keep hazards to a minimum, the Design-Builder shall, as far as practical, keep Equipment, Material, and workers from intruding into the travel lanes; remove any hazardous construction debris deposited on those lanes on a continuous and regular basis; inspect and repair the travel lanes; and remove obstacles deposited by the public as they transit the Work site.

Notification that a hazard to the public exists may be received through the Design-Builder's inspections, from the LA DOTD's employees, or the public. In any case, corrective action must be taken to remedy the hazard within a reasonable time after notification is received. The Design-Builder shall have a contact number answerable on a 24 hour basis so that action can be initiated quickly when hazards are identified.

All claims from the public for losses that are alleged to have occurred within the construction zone will be handled by the Design-Builder, even though a Subcontractor may have introduced the hazard that caused the damage. The Design-Builder shall designate, before the Work commences, the individuals who will be responsible for response to third party claims. The individuals will provide claimants with a written outline of the Design-Builder's claims procedure, along with a written copy of the Design-Builder's name, address, and telephone number and the name and title of the Design-Builder's individual assigned to damage claim response. The Design-Builder shall maintain a status report of all claims filed and the status of

such claims. This report must contain, at a minimum, the name, address, and telephone number of the claimant; the nature of the claim; pertinent findings regarding the claim; and a statement regarding the resolution of the claim. This report must be available to the Department's Project Manager upon request.

The Design-Builder shall establish a local contact number for the purpose of filing claims and post that telephone number conspicuously so that claimants can contact the right person quickly. In addition, the Design-Builder's name, address, and telephone number must be posted at each approach to the construction zone. All construction vehicles (whether Design-Builder, Subcontractor, or privately owned) working at the construction zone must have clean and unobstructed license plates and be marked legibly with the appropriate company name.

DB 107-26 ARCHEOLOGICAL AND HISTORICAL FINDINGS

If the Design-Builder encounters cultural artifacts or archaeological or historical sites, operations must be discontinued. The Department's Project Manager will contact the proper authorities in order that an appropriate assessment may be made to determine the disposition thereof and necessary actions relative to the site. When directed, the Design-Builder shall excavate the site to preserve the artifacts encountered. Such excavation will be paid for as Extra Work, including an appropriate adjustment in Contract Time. Borrow and muck disposal areas furnished by the Design-Builder will be subject to such assessment prior to use.

DB 107-27 RAILWAY PROVISIONS

All Work to be performed by the Design-Builder in construction on railway ROW shall be in accordance with the provisions of this DB Section 107-27.

The Design-Builder shall indemnify the railway and its officers and employees from all suits, actions, or claims brought because of injuries or damages sustained by any person or property due to operations of the Design-Builder; due to negligence in safeguarding the Work; due to use of unacceptable Materials in constructing the Work; due to any negligent act, omission, or misconduct of the Design-Builder; or due to claims or amounts recovered from infringements of patent, trademark, or copyright.

Upon completion of the work, the Design-Builder shall, within ten Calendar Days, remove from within the limits of the railway's ROW all machinery, Equipment, surplus Materials, falsework, rubbish, or temporary buildings of the Design-Builder, and restore the railway's premises substantially to their former condition satisfactory to the railway's representative. Should the Design-Builder fail to make such removal and restoration within ten Calendar Days, the railway shall have the right to make such removal or restoration. The expense incurred will be chargeable to the Project on the railway's force account statement and the LA DOTD will

reimburse the railway for such work. The amount will be deducted from payments due the Design-Builder.

All costs incurred under this DB Section 107-27 and any other provisions of the Contract Documents must be included in the Lump Sum Contract Price.

Prior to Final Acceptance of the Project, the Design-Builder shall secure a Certificate of Release from the railroad company and furnish same to the LA DOTD stating that the Design-Builder has satisfactorily restored the railway's premises and has completed payments for all railway services performed for the Design-Builder's account, and that the railway waives all claims for damages due to the Design-Builder's operations within railway ROW under the Contract. If the Design-Builder is unable to secure a Certificate of Release from the railway, the Design-Builder shall submit an executed Contractor's Affidavit to the Department's Project Manager.

DB 107-28 DISPUTES RESOLUTION

DB 107-28.1 Scope of the Procedure

The following dispute resolution procedure covers all disputes between the LA DOTD and the Design-Builder arising from this Contract. This procedure is non-binding. Compliance with this procedure is a condition precedent to any litigation in East Baton Rouge Parish and Louisiana. All communications, testimony, and documents prepared for use in this procedure by either party from the time of filing the claim until the conclusion of the procedure shall be deemed to be settlement negotiations and not admissible in any subsequent litigation. The result of the dispute resolution process shall not be admissible in any subsequent litigation, except to enforce the terms of settlement.

DB 107-28.2 Continuation of Performance

At all times during the pendency of a dispute under this procedure, the Design-Builder shall continue Work pursuant to the terms of this Contract and the LA DOTD shall continue to pay the Design-Builder. After resolution, the Design-Builder shall pay any amounts due after conclusion of the dispute resolution procedure.

DB 107-28.3 Informal Mediation by the Louisiana Department of Transportation and Development Chief Engineer

If a dispute arises between the LA DOTD and Design-Builder regarding this Contract, the party seeking to invoke this dispute resolution procedure shall submit an outline statement of its position regarding the dispute to the LA DOTD's Chief Engineer and the other party. Within 15 Working Days after the submission of the dispute to the LA DOTD's Chief Engineer, the parties shall meet with the LA DOTD's Chief Engineer to attempt to resolve the dispute through the

informal mediation process. If within 20 Working Days after the submission to the LA DOTD's Chief Engineer the parties cannot resolve the dispute, the dispute shall be submitted to the process established in DB Section 107-28.4 and the dispute shall be resolved in accordance with that process.

DB 107-28.4 Formal Mediation

The LA DOTD and Design-Builder agree that if the informal mediation process described in DB Section 107-28.3 fails, then the parties will submit to at least four hours of formal mediation, as described below, conducted by United States Arbitration & Mediation (USA&M) or its affiliated offices.

A) Mediator

The mediator will be a USA&M mediator located in an office to be agreed upon by the LA DOTD and the Design-Builder. The LA DOTD and Design-Builder recognize that at the formal mediation and at every other point in the proceedings, neither USA&M nor the mediator will be acting as a legal advisor representative for any or all parties.

B) Formal Mediation Procedure

The formal mediation will involve the LA DOTD and Design-Builder meeting with a mediator in an attempt to reach a voluntary settlement for any dispute that rises to the level of formal mediation. Formal mediation involves no court procedures or rules of evidence, and the mediator will not render a binding decision or force an agreement on the LA DOTD and Design-Builder. The LA DOTD and Design-Builder shall consult with legal counsel before signing documents which result from the formal mediation.

C) Confidentiality

The LA DOTD and Design-Builder recognize that formal mediation proceedings are settlement negotiations, and that all offers, promises, conduct, and statements, whether written or verbal, made in the course of the proceedings, are inadmissible in any arbitration or court proceeding, to the extent allowed by Louisiana state law. The LA DOTD and Design-Builder agree to not subpoena or otherwise require the mediator or USA&M employees to testify or produce records, notes, or work product in any future proceedings, and no recording or stenographic record will be made of the formal mediation session. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the formal mediation session. In the event the parties do reach a settlement agreement, the terms of that settlement will be admissible in any court or arbitration proceeding required to enforce it,

unless the parties agree otherwise. Information disclosed to the mediator in a private caucus shall remain confidential unless the party authorizes disclosure.

D) Costs

The LA DOTD and Design-Builder will share equally in the costs of the formal mediation.

DB 107-28.5 Judicial Authority

The process contained in this DB Section 107-28 must be exhausted prior to an appeal to any judicial authority.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

DB SECTION 108

PROSECUTION AND PROGRESS



DB SECTION 108

PROSECUTION AND PROGRESS

DB 108-1 SUBCONTRACTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

DB 108-2 START AND PROGRESS OF WORK

DB 108-2.1 Baseline Progress Schedule

The Design-Builder shall prepare and submit to the Department's Project Manager for Approval a Baseline Progress Schedule as per Appendix 108B – Baseline Progress Schedule. The Baseline Progress Schedule must show the order in which the Design-Builder proposes to carry on the Work, the date on which it will start the major items of Work (including, but not limited to, excavation, drainage, paving, structures, mobilization, soil erosion, and sediment control) and

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the critical features (including, procurement of Materials, plant, and Equipment) and the contemplated dates for completing the same. The schedule must be in a suitable scale to indicate graphically the total percentage of Work scheduled to be completed at any time. The LA DOTD requires that the Baseline Progress Schedule, at a minimum, include the following items:

- A) Major work items and activities to be performed;
- B) Seasonal weather limitations;
- C) A time and money curve; and
- D) Phase duration or Progress Check Point events, if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

DB 108-2.3 Monthly Progress Reports

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

- A) A progress narrative;
- B) Quality certifications;
- C) A safety report, using Form SAF (DB Section 107-5 and Appendix 108A);
- D) A security report (DB Section 107-6.3);
- E) A monthly Baseline Progress Schedule update for Approval by the Department's Project Manager (DB Section 108-2.1 and Appendix 108B);

- F) A Change Order status report;
- G) A monthly subcontract report;
- H) Quantity calculations (DB Sections 109-2.6 and 109-5.2);
- I) An updated Contract Submittals List (CSL);
- J) A summary of hazardous and contaminated substance activities;
- K) Project photographs; and
- L) A statement of Materials and labor used.

DB 108-2.3.1 Progress Narrative

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

- A) Activity and progress for the Contract, including design and construction and identification of the start and completion dates of Work on any Price Centers (PC);
- B) Achievement of any Progress Check Points;
- C) Quality Control efforts, including results of any Design Reviews and/or quality audits;
- D) Problems/issues that arose during the period and remaining problems/issues to be resolved;
- E) Resolution of problems/issues raised in previous progress reports or resolved during the period;
- F) Critical schedule issues and proposed resolutions, proposal of actions planned to correct any negative float or other schedule slippage, and explanation of potential delays and/or problems and their estimated impact on performance and the completion of the Work; and
- G) Issues which may need the Department's Project Manager's attention or action for the next month, including Design Reviews.

DB 108-2.3.2 Quality Certifications

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

- A) That all Work, including that of the Designer and all other designers, Subcontractors at all tiers, suppliers, and fabricators has been checked and/or inspected by the Design-Builder's QC staff and that all Work, except as

specifically noted in the certification, conforms to the requirements of the Contract; and

- B) That the Design-Builder's Quality Plan and all measures and procedures provided therein are functioning properly and are being followed, except as specifically noted in the certification.

DB 108-2.3.3 Change Order Status Report

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

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

DB 108-2.3.4 Subcontract Report

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

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

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

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

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

DB 108-2.3.5 Contract Submittals List

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

DB 108-3 KEY PERSONNEL

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

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

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

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

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

DB 108-3.1 Directory

Within 15 Working Days after NTP, the Design-Builder shall submit to the Department's Project Manager a directory and organizational chart showing all of its key personnel. The directory must be updated throughout the Contract as changes occur. The directory must include the names, titles, areas of responsibility, office address and location, office telephone and facsimile numbers, E-mail address, and cellular and/or pager numbers of key personnel and the Design-Builder's construction superintendents. The Design-Builder shall provide information sufficient

for the LA DOTD to contact any of the key personnel on a 24 hour basis for the duration of the Contract.

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

DB 108-3.2 Temporary Absence of Key Personnel

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

DB 108-3.3 Changes in Key Personnel

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

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

DB 108-4 LIMITATION OF OPERATIONS

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

DB 108-5 LABOR, METHODS, AND EQUIPMENT

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

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

Any representative of the Design-Builder who, in the sole opinion of the Department's Project Manager, does not perform in a skillful manner or is disorderly must be, upon request of the

Department's Project Manager, immediately removed by the Design-Builder. A person removed must not return to the Work. If the Design-Builder fails to remove such a person or fails to furnish suitable and sufficient personnel to properly prosecute the Work, the Department's Project Manager has the authority to suspend any or all of the Work by written notice without incurring any cost to the LA DOTD.

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

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

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

DB 108-6 EXTENSION OF TIME

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

If the Design-Builder finds it impossible for reasons beyond its control to complete the Work within the Contract Time as specified or as extended in accordance with the provisions of this DB Section 108-6, the Design-Builder may, at any time prior to the expiration of the Contract

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

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

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

DB 108-7 OPEN TO TRAFFIC

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

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

DB 108-8 FAILURE TO COMPLETE ON TIME

Time is of the essence for this Contract.

For each Calendar Day that the Work remains uncompleted after the Final Acceptance date, as set forth in Article 4.0 of the Contract Documents, Part 1 - Design-Build Agreement, the sum specified in this Section 108-8 will be deducted from payments for the Work, not as penalty but as stipulated damages.

The Design-Builder will automatically be subject to stipulated damages by the Final Acceptance date on the Project and the Design-Builder hereby waives any requirement of written notice of default for failure to attain Final Acceptance of Project by the Final Acceptance date. The amount of stipulated damages will be deducted from payments for the Work under the Contract. The Design-Builder and the Surety will be liable for stipulated damages in excess of amounts due the Design-Builder under the Contract. Any stipulated damages may be collected by the LA DOTD under the retainage or performance bond held by the Surety for this Project or through any other remedy available to the LA DOTD by law. Failure on the part of the LA DOTD to deduct stipulated damages from payment for the Work under the Contract will not be a waiver of the rights of the LA DOTD to collect stipulated damages.

DB 108-8.1 Design-Builder's Stipulated Damages

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

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

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

DB 108-9 DEFAULT AND TERMINATION OF CONTRACT

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

- A) Failure to complete the Project by the Final Acceptance date;
- B) The Design-Builder becomes insolvent or a petition is filed in the Bankruptcy Courts of the US under Chapters 7 or 13 of the Bankruptcy Code naming the Design-Builder as debtor or conversion of a proceeding or petition from Chapter 11 to Chapter 7 or 13 of the Bankruptcy Code or seeks a forced respite under the laws of this state or similar debtor protection by courts of other states;
- C) Allowance of any final judgment to stand unsatisfied for a period of 14 Calendar Days;
- D) Assignment or arrangement for performance by others of all or part of the performance of the Contract, other than by subcontracting pursuant to DB Section 108-1, without written approval and consent in advance of the LA DOTD and the Surety in the case of an assignment of the entire Contract, and an assignment of Contract proceeds for the benefit of one or more creditors other than pursuant to a security interest in accordance with Louisiana Revised Statutes 10:9-101, et seq., without prior written approval and consent of the LA DOTD. Any such purported

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assignment will not be honored without evidence of compliance with this DB Section 108-8(D);

- E) Discontinuation of the prosecution of the Work;
- F) Failure to perform with sufficient workers, Equipment, or Materials to assure prompt completion of the Work;
- G) Performance of the Work unsuitably or neglect or refusal to remove Materials or replace or repair rejected Work;
- H) Failure to resume discontinued Work within ten Calendar Days after notice to do so;
- I) Failure to perform the Work in an acceptable manner, violation of any provision in the Contract, or failure to follow any federal, state, or local laws pertaining to performance;
- J) Failure to follow federal, state, or local laws, rules, and regulations concerning construction safety and health standards or permits or conditions upon the site of the Work which are unsanitary, hazardous, or dangerous to the health or safety of the Design-Builder's workmen or the public; or
- K) Fraud.

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

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

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

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

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

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APPENDIX 108A

FORMS



DESIGN-BUILD SECTION 108

APPENDIX 108A

FORMS

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Form SAF – Monthly Safety Report (Format)

Progress Narrative Format

Louisiana Department of Transportation and Development

FORM SAF

Monthly Safety Report Format

Design-Builder: _____

Period Covered (Month and Year): _____

Name of Design-Builder's Safety Manager: _____

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

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

Signed for the Design-Builder:

(Signature)

Design-Builder's Project Manager

Louisiana Department of Transportation and Development

(Printed or typed name) Board Director

(Date)

(Date)

PROGRESS NARRATIVE FORMAT

Design-Builder: _____

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

1. Summary of design activity and progress:
2. Summary of construction activity and progress:
3. Price Centers started and/or completed during period:

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

4. Progress Check Points achieved this period:

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

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5. Summary of Quality Control efforts:
 - a) Design (include results of any Design Reviews conducted during period):
 - b) Construction:
6. Summary of problems/issues that arose during the period and remaining issues to be resolved:
7. Summary of resolution of problems/issues raised in previous progress report or resolved during the period:
8. List of accident(s) during period (indicate type, frequency, and severity) and description of corrective actions taken:
9. Summary of critical issues and proposed resolution. Discuss actions planned to correct any negative float. Explain potential delays and/or problems and their estimated impact on performance and the overall completion date:
10. Actions requested and/or required of the Louisiana Department of Transportation and Development, including Design Reviews and visits:
11. Other items:
12. Photographs.

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APPENDIX 108B

BASELINE PROGRESS SCHEDULE



APPENDIX 108B
BASELINE PROGRESS SCHEDULE

(Critical Path Method Schedule)

1.0 DESCRIPTION

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

1.1 GENERAL

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

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

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

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

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

1.2 SCHEDULE SUBMITTALS

- A) Ninety Day Schedule

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

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

B) Baseline Progress Schedule

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

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

C) Schedule Updates

See Section 3.3.

2.0 MATERIALS

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

3.0 SCHEDULE REQUIREMENTS

3.1 GENERAL

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

A) Baseline Progress Schedule Format

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

B) Project Calendars

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

C) Activities Data

1) Activity Identification Number

Each activity shall have a unique identification number.

2) Activity Description

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

3) Activity Duration

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

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

scheduling of activities.

5) Start and Finish Dates

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

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

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

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

8) Activity Codes

Activities shall be coded to allow for the following summaries:

- a) Responsible party for the accomplishment of each activity (i.e., Design-Builder, Subcontractor, LA DOTD, and utility owner). The name of each Subcontractor shall be included as soon as they are approved by the LA DOTD. Only one party can be responsible for an activity;
- b) Phase/stage during which activity is planned to be accomplished, including design; and
- c) Area/location (i.e., Bridges, ramps, and mainline station).

9) Activity Constraints

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

10) Activity Resources

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

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

11) Material Quantities

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

12) Price Center Designations

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

13) Activity Price

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

D) Sequence of Operations

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

E) Review of the Baseline Progress Schedule

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

1) Activity Number Sort

Activities listed in ascending order of their numbers.

2) Total Float/Early Start Sort

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

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

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

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

3.2 LIST OF SUBMITTALS

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

3.3 SCHEDULE UPDATING

A) Monthly Progress Reports and Projections

The Design-Builder shall update the schedule monthly along with the monthly progress report. Each update shall show actual dates of activities started and

completed; the percent of Work completed to date on each activity started, but not yet completed; and the status of procurement of critical Materials. The updated schedule data shall be submitted to the Department's Project Manager electronically. The Design-Builder also shall provide updated activity number and total float/early start sorts, a 60 Working Day look-ahead bar chart by early start, and a narrative report. The narrative report shall include a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and mandated contract dates, and the explanation of corrective action taken or proposed. *See* DB Sections 108-2.1 and 108-2.2.

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

B) Logic Diagram (PERT Chart) Updates

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

3.4 CHANGES TO THE ACCEPTED BASELINE PROGRESS SCHEDULES

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

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

3.5 COMPLIANCE WITH THE SCHEDULE

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

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

4.0 PROGRESS CHECK POINTS AND PAYMENT

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

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

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

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APPENDIX 108C

KEY PERSONNEL QUALIFICATIONS
AND REQUIREMENTS



APPENDIX 108C

KEY PERSONNEL QUALIFICATIONS AND REQUIREMENTS

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

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

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management, construction inspection, interpretation of specifications, and sampling/testing procedures.

- H) **Construction Quality Control Manager:** The Construction Quality Control Manager must be a Louisiana-licensed Professional Engineer with a minimum of ten years of progressive experience in roadway and bridge construction with at least five years of experience in construction QC/QA activities (including management of construction quality programs) on roadway and bridge construction projects that are similar in scope and complexity as this Project. The Construction Quality Control Manager must have demonstrated experience in materials management, construction inspection, and interpretation of specifications and sampling/testing procedures.
- I) **Safety Manager:** The Safety Manager must be a Work Zone Safety Supervisor as certified by any agency or firm approved by the LA DOTD. The Safety Manager must have a minimum of ten years of experience in a work zone safety technician or supervisor capacity on roadway and bridge construction projects similar in scope and complexity as this Project.
- J) **Lead Geotechnical Engineer:** The Lead Geotechnical Engineer must be a Louisiana- licensed Professional Engineer who is an employee of a Designer. The Lead Geotechnical Engineer must have a minimum of ten years of experience in geotechnical investigation and design with demonstrated expertise in bridge structure foundation design and construction. If drilled shaft or mechanically stabilized wall design and construction is proposed to be utilized by the Design-Builder, then relevant drilled shaft and mechanical stabilized wall design and construction experience must be demonstrated.
- K) **Traffic Control Supervisor:** The Traffic Control Supervisor must be a Louisiana- licensed Professional Engineer. The Traffic Control Supervisor must have demonstrated experience in traffic and highway engineering with contractor, consultant, city, county, or state transportation agencies and possess certification as a Work Zone Safety Supervisor or possess a PTOE certificate received through ITE.
- L) **Roadway Design Engineer:** The Roadway Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana. The Roadway Design Engineer must have a minimum of five years of professional experience in roadway design engineering for the LA DOTD. (Engineering intern experience will not be counted).
- M) **Environmental Compliance Manager:** The Environmental Compliance Manager must be responsible for the Design-Builder's environmental compliance. The Environmental Compliance Manager must have prior experience in the areas of construction oversight and environmental monitoring and must have the authority to stop work. The Environmental Compliance Manager will be responsible for ensuring that the Project complies with the terms

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and conditions of the environmental permits, as well as with state and federal environmental laws and regulations.

- N) **Bridge Design Engineer:** The Bridge Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana. The Bridge Design Engineer must have a minimum of five years of professional experience in structure design engineering for the LA DOTD. (Engineering intern experience will not be counted).
- O) **Right-of-Way Acquisition Manager:** The Right-of-Way (ROW) Acquisition Manager must be a Louisiana Licensed General Appraiser pursuant to the Louisiana Licensed Real Estate Appraiser Law, as well as have a minimum of five years of demonstrated experience in highway ROW appraisals, maps, acquisitions, and relocation assistance on federally-funded projects.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

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 Manger 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

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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.

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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.

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"> • Monthly progress reports prepared and submitted in accordance with DB Section 108-2.3;

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ACTIVITY	REQUIREMENT/STANDARD
	<ul style="list-style-type: none"> • Key personnel are on site and meet the requirements of DB Section 108-3 and Appendix 108C; • Meetings conducted and attended, and minutes prepared in accordance with, DB Section 105-11; • Baseline Progress Schedule submitted and maintained in accordance with DB Sections 108-2.1 and 108-2.2 and Appendix 108B; • Required notices given to the Department's Project Manager in timely manner; and • Contract Submittal List submitted and updated in accordance with DB Section 108-2.3.5 and Appendix 108B.
Quality Control of Management and Construction	<ul style="list-style-type: none"> • Quality Plan and updates submitted and received Department's Project Manager's written acknowledgement in accordance with DB Section 113-1. • Management and construction activities conducted in accordance with the Quality Plan; • Sampling and testing conducted in accordance with DB Section 112-2.2; and • Documentation prepared and maintained in accordance with DB Section 112.
Security	<ul style="list-style-type: none"> • 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 • Security facilities maintained and security services provided in accordance with the Site Security Plan.
Facilities and Equipment provided for Louisiana Department of Transportation and Development	<ul style="list-style-type: none"> • Facilities and Equipment provided, maintained, and cleaned, and utilities provided and paid for.
Safety	<ul style="list-style-type: none"> • Safety Plan and updates submitted and received Department's Project Manager's written acknowledgement in accordance with DB Section 107-5; and • Construction Work conducted in accordance with DB Section 107 and the Safety Plan, including submittal of required reports.
Communications	<ul style="list-style-type: none"> • Courier service provided.

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ACTIVITY	REQUIREMENT/STANDARD
Design-Builder's Temporary Facilities and Site Maintenance	<ul style="list-style-type: none"> Site and facilities maintained in accordance with DB Sections 107 and 105-7.
Insurance	<ul style="list-style-type: none"> Specified levels of insurance maintained in accordance with DB Section 107.
Public Information	<ul style="list-style-type: none"> Public Information activities provided, as requested by the LA DOTD.
Warranty or Guarantee	<ul style="list-style-type: none"> Cost of the warranty or guarantee, as required by the Contract.

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.

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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

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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

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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:

- 1) Submit to the Department's Project Manager special guarantees, warranties, maintenance agreements, final certifications, and similar documents required under the Contract;
- 2) Deliver tools, spare parts, instructions, and similar items required to operate and maintain the Work; and
- 3) 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 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

APPENDIX 109A

FORMS



APPENDIX 109A

FORMS

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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.

Louisiana Department of Transportation and Development

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.

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 _____

FORM RPP
Request for Periodic Payment and Periodic Certifications
Summary Sheet

(1) Payment Request No. _____	(4) Date Request Received By Department's PM _____
(2) Period of: _____	(5) Contract Price _____
(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) Not Used	(11) Actual Cumulative Amount Earned End of This Period
Section A Total					
Section B Total					
Section C Total					
Section D Total					
Section E Total					
Section F Total					
(12) Total Amount Earned to Date					
(14) Total Amount Earned as of Last Period					
(15) Amount Earned This Period					
(16) Less Retention (5%)					
(17) Net Due This Period					

Progress and Quality Certification:

We hereby certify that all Work performed meets Contract requirements, that the indicated Progress Check Points have been met and that the cumulative amount earned at end of the period covered by this request and certificate are correct to the best of our knowledge.

Louisiana Department of Transportation and Development

For the Design-Builder:

Signed: _____

Printed or Typed Name: _____
Design-Builder's Project Manager or Deputy QA/QC Manager

Date: _____

Designer's Certification:

I hereby certify that responsible design staff have examined the site and the Work under construction and have, based on their professional judgment, determined that the site conditions appear to be consistent with those represented by the design documents and that the Work is progressing in accordance with the Design Plans and Project specifications.

Signed: _____

Printed or Typed name: _____
Design Manager

Date: _____

Department Endorsement:

I hereby confirm the achievement of the cumulative amount earned to date indicated herein and concur with this request and certificate except as noted below or attached.

For Department: _____ (Signature) _____ (Date)

_____ (Date)
Project Engineer

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 and General Requirements					
PC2, Engineering and Design					
PC3, Maintenance and Protection of Traffic					
PC4, Environmental Monitoring and Mitigation					
PC5, Hazardous and 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

Louisiana Department of Transportation and Development

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.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

DB SECTION 111

DESIGN MANAGEMENT AND
DESIGN QUALITY CONTROL



DB SECTION 111

DESIGN MANAGEMENT AND DESIGN QUALITY CONTROL

DB 111-1 GENERAL DESIGN-BUILDER RESPONSIBILITIES

The Work must be performed in accordance with the details as shown on the Design Plans, Project Specifications, and Working Plans (as described in DB Section 111-9) prepared by the Design-Builder, subject to the Louisiana Department of Transportation and Development's (LA DOTD) Consultation and Written Comment and/or Approval and Federal Highway Administration's (FHWA) approval, as appropriate.

It is the Design-Builder's sole responsibility to provide Design Plans, Project Specifications, and Working Plans of such a nature to develop a finished product in accordance with the Contract requirements. The Design-Builder shall verify pertinent dimensions in the field prior to the review of Design Plans, Project Specifications, and Working Plans. Review of the Design-Builder's Design Plans, Project Specifications, and/or Working Plans by the LA DOTD or FHWA does not relieve the Design-Builder of the responsibility for the satisfactory completion of the Work.

Design Plans, Project Specifications, and Working Plans are subject to the LA DOTD's Consultation and Written Comments as per DB Section 111-12 before beginning construction Work covered by the Design Plans, Project Specifications, and Working Plans; and the design intent must not be thereafter amended or altered without the prior approval of the Design-Builder's Designer and subsequent Consultation and Written Comment by the LA DOTD.

The Lump Sum Contract Price includes the cost of furnishing all Design Plans and Working Plans.

The Design-Builder shall perform the following:

- A) Manage the design and design Quality Control;
- B) Coordinate with and obtain necessary approvals from authorities having jurisdiction for temporary road diversions and detours, shutdowns, temporary diversions, utility relocations, temporary sidewalk closures, and pedestrian detours; and
- C) Ensure that the Designer properly checks the designs of the Project and that the Design Quality Manager certifies QC procedures in accordance with the Contract.

The procedures for the checking of design of permanent components also apply to design of major temporary components and construction sequences that affect the permanent components of the Project.

Louisiana Department of Transportation and Development

required for the design Work and must be in the Project vicinity as required thereafter to manage design support during construction, design changes, and completion of As-Built Plans. What constitutes the "Project vicinity" will be determined in the sole discretion of the Department's Project Manager.

The Design Manager and/or staff working under the direct supervision of the Design Manager must conduct an assessment and evaluation of design such that the Design Manager can certify to the Design-Builder and to the LA DOTD that the design satisfies the Contract requirements, including the following requirements:

- A) Accuracy;
- B) Adequacy;
- C) Conformance to standards of practice;
- D) Compliance with codes, standards, and permits;
- E) Cost effectiveness;
- F) Quality; and
- G) Fitness for purpose and/or function as specified and/or implied in the Contract.

The Design Manager must include such written certification for all Work being subjected to a Design Review as per DB Section 111-11.

The Design Manager's activities must include, at a minimum, assessment and evaluation of the following:

- 1) Design reports;
- 2) Design Reviews;
- 3) Review of shop drawings;
- 4) Evaluation and mitigation of Non-Conformance Reports;
- 5) Analytical approach;
- 6) Drawing details for conformity to Contract requirements;
- 7) Project Specifications for conformity to Contract requirements;
- 8) Design Plans and Working Drawings;
- 9) Major temporary components' effect on permanent components;
- 10) Field design changes;
- 11) Design approvals for Materials and procedures; and
- 12) As-Built Plans for conformity with final design and Contract requirements.

DB 111-2.5 Responsible Engineer

The Designer must designate and assign a responsible engineer for each Design-Builder-designated Design Unit. The responsible engineer(s) must sign and seal design reports, Design Plans, Working Drawings, and Project Specifications for the assigned Design Unit(s). Responsible engineers must be Louisiana-licensed Professional Engineers.

Responsible engineers must be in the Project vicinity as necessary to coordinate the Work on assigned Design Units. The responsible engineer must be physically located in the Project vicinity for, and must attend all Design Reviews for, assigned Design Unit(s). What constitutes the "Project vicinity" will be determined in the sole discretion of the Department's Project Manager.

DB 111-2.6 Design Quality Manager

The Design-Builder shall assign a Design Quality Manager, which is one of the Design-Builder's key personnel. The Design Quality Manager must report to the Quality Manager and must be a person who is independent from the production of the design.

The Design Quality Manager must be responsible for the QC of all Work conducted by the Designer. The Design Quality Manager must be in the Project vicinity as required throughout the design process and must be physically present in the Project vicinity to manage design QC related to design support during construction, design changes, and completion of As-Built Plans. What constitutes the "Project vicinity" will be determined in the sole discretion of the Department's Project Manager.

The Design Quality Manager must assess and evaluate the Design-Builder's design QC activities in order to be able to certify to the Design-Builder and to the LA DOTD that the design QC activities comply with the Contract requirements, including the Quality Plan.

The Design-Builder shall ensure that its Design Quality Manager carries out all duties expressed and implied in the Contract.

The Design Quality Manager must have QC responsibilities related to the following:

- A) Design of permanent and major temporary components;
- B) Changes in design of permanent components; and
- C) As-Built Plans.

The Design Quality Manager must also perform the following activities:

- 1) Identify and report non-conformities/non-compliance;
- 2) Track, monitor, and report on status of outstanding design-related Non-Conformance Reports;
- 3) Supply monthly reports (*see* DB Section 111-17.3.1); and

- 4) Submit specified certificates (permanent components and major temporary components).

These responsibilities are further specified in DB Section 111-11.

DB 111-2.7 Check by the Designer

The requirement that the Design-Builder engage and use a Design Quality Manager does not relieve the Designer from carrying out all the checks and reviews that a professional and prudent designer would normally carry out on the type of Work that is actually being designed.

DB 111-3 DESIGN UNITS

The Design-Builder shall package all design and drawings for the Work into separate Design Units. Each Design Unit must comprise similar and coherent significant parts of the Project that can be checked and reviewed as a self contained package with due consideration for accommodating interfaces with other Project components.

Within 30 Calendar Days of Notice to Proceed (NTP), the Design-Builder shall provide a written report updating and identifying each Design Unit. The written report must include the following:

- A) Design Unit descriptions, including the scope of design Work within each Design Unit, limits, and interface points;
- B) Planned review stages and dates, including specific information to be reviewed, planned review dates (measured from the NTP date), and percent complete represented by each review. *See Appendix 111A - Forms, Form DUS;*
- C) The identity of the responsible engineer; and
- D) Locations where design Work will be performed.

The Design-Builder shall submit any revisions to the information provided in response to this DB Section 111-3 in writing to the LA DOTD concurrent with the monthly progress report.

DB 111-4 RELATIONSHIP OF EARLY CONSTRUCTION STARTS TO DESIGN DEVELOPMENT AND REVIEW

It is the intent of the LA DOTD to allow construction to begin on a Design Unit prior to completion of final design. Construction on any Design Unit may begin at any time after the applicable readiness for construction Design Review. Construction may progress in increments determined by the Design-Builder, at the Design-Builder's risk, provided each increment of construction is covered by plans and specifications that have been reviewed and meet the requirements for readiness for construction noted in DB Section 111-11.3.

DB 111-5 SCHEDULE FOR DESIGN CHECKS, REVIEWS, AND SUBMISSION OF CHECKED DESIGN

The Design-Builder, through its Design Quality Manager, is responsible for scheduling and conducting Design Reviews to meet design and/or construction needs of the Baseline Progress Schedule. It is recognized and anticipated that the Design Review process and frequency, duration, and intensity of Design Reviews may vary with the complexity of the individual Design Units and the associated construction activities. The duration of Design Reviews must be discussed and mutually agreed between the LA DOTD and Design-Builder during the design workshop (*see* DB Section 111-15) and verified and modified, as needed, by mutual agreement during the course of the Project. The Design-Builder shall give written notice of scheduled Design Reviews to the Department's Project Manager at least one week prior to any review.

The Design-Builder shall include the agreed Design Review schedule for all Design Units (including their components and elements) as part of the Baseline Progress Schedule. The Design Review schedule must be reviewed monthly until design Work is complete. The Design-Builder shall not schedule more than two concurrent Design Reviews without the LA DOTD's written concurrence.

Except for As-Built Plans, "submissions" must be in the form of sufficient copies to accommodate participants in the Design Review(s) of Design Plans and Project Specifications and supporting data and reports assembled for review in the Designer's office. For final Design Reviews, "submissions" must be in the form of two hard copies and one electronic copy of Design Plans and Project Specifications and supporting data.

The Design-Builder shall make specified submissions of checked designs in accordance with DB Section 111-11. Submissions must be completed for each Design Unit, but may be combined for multiple Design Units at any one time upon the LA DOTD's written concurrence. The Design-Builder shall submit each Design Unit for Consultation and Written Comment (*see* DB Section 105-10) in accordance with the Baseline Progress Schedule.

For each Design Unit designated by the Design-Builder, the Design-Builder shall include design checks and Design Reviews as indicated in Table 111-11 and such additional reviews as may arise as indicated in DB Section 111-11.2.4. The Design-Builder shall allow the time for the LA DOTD's participation and input to any Design Review conducted by the Design Quality Manager as agreed as per this DB Section 111-5. The Design-Builder shall incorporate this schedule into the Baseline Progress Schedule and report progress and updates in the monthly updates. The Design-Builder shall keep the LA DOTD up-to-date on exact timing of reviews and readiness for construction Design Reviews through the weekly progress meetings.

DB 111-6 DESIGN REVIEW PLAN

The Design-Builder shall prepare and submit a written Design Review Plan within 30 Calendar Days of NTP for Consultation and Written Comment by the LA DOTD. The Design Review

Plan must describe the level of design that the Designer will accomplish for each of the planned stages of design development and provide a description and/or checklist for each Design Unit clearly identifying the design product that will be reviewed. The Design Review Plan must include proposed review times for each Design Review, including the review times for the LA DOTD and Project Stakeholders.

DB 111-7 STAGES OF DESIGN DEVELOPMENT

The Design-Builder shall make a single comprehensive design check and Design Review for each Design Unit at the stages of design development specified herein.

The following are the six stages of design development:

- A) Definitive Design;
- B) Readiness for construction;
- C) Interim design;
- D) Final design;
- E) Working Drawings; and
- F) As-Built Plans.

The intent of each stage of design development and Design Review is the following:

- 1) Verify that the design complies with the Contract requirements;
- 2) Allow components of Design Units to be released for construction; and/or
- 3) In the case of reviews of Working Drawings, to allow construction to continue.

Design Reviews or design checks must be completed as specified in DB Section 111-11 for each Design Unit (and for each component or element within a Design Unit) at each stage of design development.

The Design-Builder shall time the Design Review and submissions (where specified) to be consistent with the Baseline Progress Schedule.

DB 111-8 DESIGN REVIEWS

The Design-Builder shall invite the LA DOTD and FHWA to participate in Definitive Design, readiness for construction, interim, and final Design Reviews. The LA DOTD may invite other Project Stakeholders to participate. The Design-Builder shall resolve the LA DOTD's and FHWA's comments to the satisfaction of the LA DOTD prior to the Design Review process being considered complete. Any FHWA or other Stakeholder comments will be forwarded to

the Design-Builder by the LA DOTD and must be addressed and/or resolved by the Design-Builder.

DB 111-8.1 Definitive Design Review

The Design Review of Definitive Design must be the first Design Review after Award and is intended to verify that the design concepts proposed by the Design-Builder meet Contract requirements. The Definitive Design Review may also serve as a readiness for construction review (DB Section 111-8.2 and DB Section 111-11.3). The Definitive Design Review must verify the following:

- A) The design concepts governing future design development are defined consistently with Contract requirements;
- B) The final Basic Project Configuration;
- C) The design concepts are substantiated and justified by adequate site investigation and analysis;
- D) Final Right-of-Way requirements;
- E) The specific standards applicable to the proposed concepts are identified and appropriate;
- F) The proposed design concepts are constructible;
- G) The availability of required Materials/Equipment; and
- H) The design meets Project quality requirements and required design QC procedures have been followed.

If the Definitive Design is amended subsequent to the Definitive Design Review, the Design-Builder shall re-check and re-certify the design at an additional Definitive Design Review. The Design-Builder shall not be entitled to an increase in the Lump Sum Contract Price or a time extension for the re-check and re-certification except when the amended design results from a Change Order requested by the LA DOTD.

See also DB Section 111-12 regarding design deviations and exceptions.

DB 111-8.2 Readiness for Construction Review

The Design-Builder and the LA DOTD will use the Design Review(s) of readiness for construction design to verify that the concepts and parameters established and represented by Definitive Design are being followed and that Contract requirements continue to be met. The Design-Builder shall specifically highlight, check, and bring to the attention of the LA DOTD any changes to information presented at Definitive Design. The Design-Builder shall present the information for readiness for construction review to the LA DOTD for Consultation and Written Comment by the LA DOTD.

The Design-Builder shall not construct any permanent components or major temporary components until the design checks, Design Reviews, and Design QC Manager's certifications have been completed for the relevant Design Unit and the LA DOTD's provided Consultation and Written Comment (*see* DB Section 105-10) and Stakeholder comments (if any) of the readiness for construction design have been resolved to the satisfaction of the LA DOTD. The Design-Builder shall not commence any construction until any design-related NCRs have been addressed and resolved to the satisfaction of the LA DOTD.

If the readiness for construction design includes design information for Work that can be released for continuation of construction, the results of the readiness for construction Design Review, upon satisfaction of the LA DOTD's Consultation and Written Comment, may be used to satisfy a portion of the requirements of DB Section 111-11.3.

DB 111-8.3 Interim Design Reviews

If the Design-Builder does not initiate construction on a designated Design Unit prior to 100% completion of the design, thereby accomplishing a readiness for construction Design Review, the Design-Builder shall plan and conduct at least one interim Design Review between the Definitive Design Review and completion of design for that Design Unit. The Design-Builder shall schedule such interim reviews at a time when design is at the 60% to 80% stage of completion.

The Design-Builder and the LA DOTD will use the interim Design Review(s) to verify that the concepts and parameters established and represented by Definitive Design are being followed and that Contract requirements continue to be met. The Design-Builder shall specifically highlight, check, and bring to the attention of the LA DOTD any changes to information presented at Definitive Design. The Design-Builder shall submit the interim design for Consultation and Written Comment by the LA DOTD. The Design-Builder shall not move to the final Design Review until it has resolved the LA DOTD's Consultation and Written Comment on the interim design to the satisfaction of the LA DOTD.

DB 111-8.4 Final Design Review

The Design-Builder shall schedule and conduct a final Design Review when the Design Plans and Project Specifications for a Design Unit are 100% complete. The Design-Builder shall specifically highlight, check, and bring to the attention of the LA DOTD any changes to information presented at previous Design Reviews. The Design-Builder shall submit final design for Consultation and Written Comment by the LA DOTD and Stakeholder comment. The Design-Builder shall not move to construction until it has resolved the LA DOTD's Consultation and Written Comment and Stakeholder comments (if any) on the final design to the satisfaction of the LA DOTD.

The final Design Review, upon satisfaction of the LA DOTD's Consultation and Written Comment, may be used to satisfy a portion of the requirements of DB Section 111-11.3.

DB 111-9 WORKING PLANS

Working Plans comprise the development and production of Working Drawings. The Design-Builder shall check, review, and certify Working Drawings in accordance with DB Sections 111-11.1 and 111-13 prior to their being issued for construction.

The Design-Builder shall invite the LA DOTD and FHWA to participate in the review of Working Plans. The LA DOTD may invite other Stakeholders to participate in reviews of Working Plans.

Working Plans include, but are not limited to, the following:

- A) Working Drawings;
- B) Materials and product data from Manufacturers; and
- C) Calculations.

DB 111-10 AS-BUILT DESIGN

The Design-Builder shall submit the As-Built Plans for each Design Unit in accordance with DB Sections 109-10, 111-11 and 115-2.2.

See DB Section 111-11.2.2 for additional requirements relating to As-Built Plans and information.

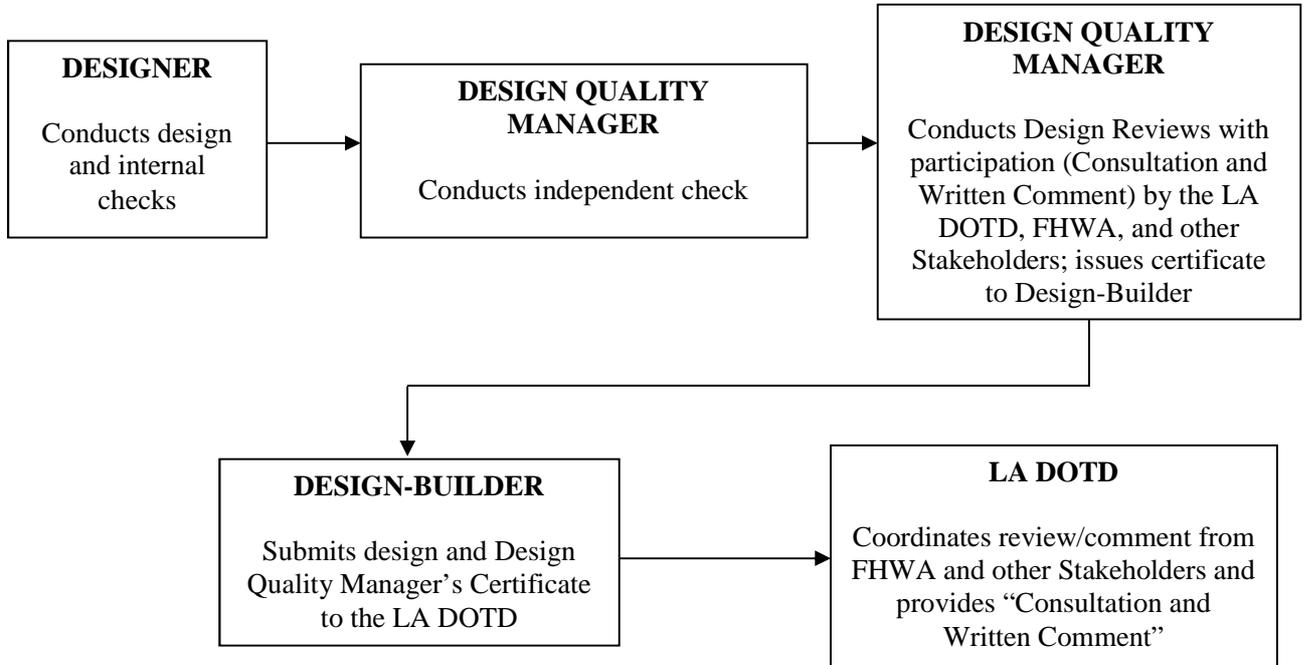
DB 111-11 DESIGN CHECKS, CERTIFICATIONS, AND REVIEWS

The Designer's organization must check all design documents (drawings, plans, specifications, calculations, and reports) produced by the Design-Builder's organization. The Design Quality Manager must certify that these documents have been checked as per Contract requirements and the Quality Plan. The Design Quality Manager's written certification must provide the certification specified in DB Section 111-11.3(B).

The Design-Builder and the LA DOTD will follow the process shown in Figure 111-11A for Design Reviews conducted by the Design Quality Manager (applies to all Design Reviews except As-Built Plan Design Reviews).

FIGURE 111-11A

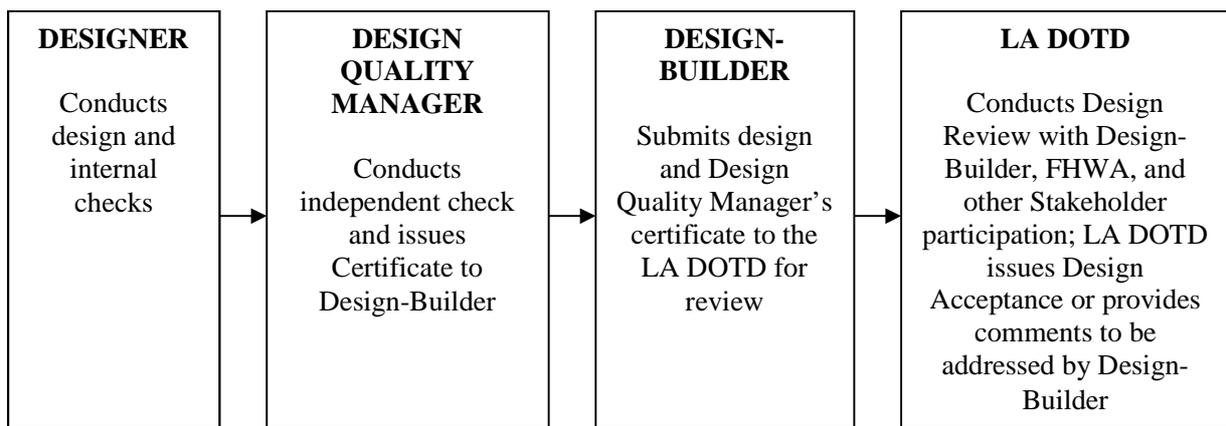
**DESIGN REVIEW FLOW CHART
(DESIGN QUALITY MANAGER
CONDUCTS DESIGN REVIEW)**



The Design-Builder and the LA DOTD will follow the process shown in Figure 111-11B for As-Built Plan Design Reviews.

FIGURE 111-11B

**AS-BUILT PLAN DESIGN REVIEW FLOW CHART
(LA DOTD CONDUCTS DESIGN REVIEWS)**



The Design-Builder shall conduct and complete the design checks, certifications, and reviews for each Design Unit by the entity specified in Table 111-11. The LA DOTD will provide Consultation and Written Comment and Stakeholder comments (if any) of the design prior to the Design-Builder releasing designs for construction. These comments must be resolved to the satisfaction of the LA DOTD prior to releasing the design(s) for construction. The LA DOTD may also issue design NCRs which must be addressed and resolved to the satisfaction of the LA DOTD prior to releasing the design(s) for construction.

The Design-Builder shall conduct its Design Review or submit its design for review in accordance with Table 111-11, supported by a written certification issued by the Design Quality Manager, at the stages of design development shown in Table 111-11 for each Design Unit in accordance with the Design Review schedule in the Baseline Progress Schedule.

TABLE 111-11

**DESIGN CHECKS, CERTIFICATIONS, AND REVIEWS
FOR PERMANENT AND TEMPORARY COMPONENTS**

STAGE OF DESIGN DEVELOPMENT	DESIGN CHECK AND CERTIFICATION TO DESIGN-BUILDER	DESIGN REVIEW
Definitive Design	Designer and Design Quality Manager	Design Quality Manager
Interim design	Designer and Design Quality Manager	Design Quality Manager
Readiness for construction design	Designer and Design Quality Manager	Design Quality Manager
Final design	Designer and Design Quality Manager	Design Quality Manager
Working Plans and related documents	Designer and Design Quality Manager	Design Quality Manager
As-Built Plans	Designer and Design Quality Manager	LA DOTD
Major temporary components	Designer and Design Quality Manager	Design Quality Manager
Temporary components	Designer and Design Quality Manager	Not applicable

DB 111-11.1 Design-Builder’s Independent Checks

The Design-Builder shall carry out independent checks of permanent components, major temporary components, and effects of temporary components on the permanent components by senior engineers not involved in the production of the design being reviewed who have equal or greater qualifications and experience as the responsible engineer for the design being checked.

Independent design checks must comprise design assessment and analytical checks as specified in DB Sections 111-11.1 and 111-11.2. These independent design checks shall be completed before the Design Review(s), and will not be concurrent with the Design Review(s).

DB 111-11.2 Design Assessment

Design assessment must be the review of general compliance with the requirements of the Contract, taking into consideration the proposed method of construction, and must cover the following areas:

- A) Loads;
- B) Codes and standards;
- C) Methods of analysis;
- D) Computer software and its validation;
- E) Interface requirements;
- F) Maintenance requirements;
- G) Materials and Materials properties;
- H) Durability requirements;
- I) Fatigue performance;
- J) Hydrology; and
- K) Design flows.

DB 111-11.3 Analytical Check

The independent design check must include an independent analytical check using separate calculations (and without reference to the Designer's calculations) to establish the structural adequacy and integrity of critical structural members. This analytical check must include, but is not limited to, the following:

- A) The structural geometry and modeling;
- B) Materials properties;
- C) Member properties;
- D) Loading intensities; and
- E) Structural boundary conditions.

DB 111-11.4 Design Reviews

The Design-Builder's time and cost impacts of revisions arising from LA DOTD's and Stakeholders' participation in Design Reviews and/or caused by Design-Builder's non-compliance with Contract requirements, including the LA DOTD's and Stakeholders' time for reviewing revisions, must be borne by the Design-Builder.

DB 111-11.4.1 Design Reviews Conducted by the Design Quality Manager

After the independent checks have been completed, the Design-Builder shall notify and invite the LA DOTD and FHWA to participate in all Design Reviews conducted by the Design Quality Manager. The LA DOTD may also invite other Project Stakeholders and affected utility owners to participate. The LA DOTD will provide Consultation and Written Comment (based on the LA DOTD and Stakeholder participation) regarding these Design Reviews.

For Design Reviews conducted by the Design Quality Manager (*see* Table 111-11), the Design Quality Manager must provide a Design Review report for each Design Unit at the conclusion of each Design Review. The Design Review reports will identify any actions arising from the review, and will include the completed Form DR (Appendix 111A) showing final disposition and resolution of review comments. The Design Review report must note items requiring corrective action on the design NCR, Form NCR-D (Appendix 111A - Forms). The Design-Builder's Design QC Manager must send the design NCR to the Designer and a copy to the LA DOTD.

The Design-Builder shall conduct Design Reviews in the offices of the Designer and/or Design-Builder in the Project vicinity. What constitutes the "Project vicinity" will be determined in the sole discretion of the Department's Project Manager.

The responsible engineer and any specialists with significant input to the design or review must be present. The Design-Builder shall provide to the LA DOTD all drawings, copies of calculations, reports, or other items pertinent to the Design Review.

DB 111-11.4.2 As-Built Review

As-Built Plans and Project Specifications must incorporate complete information that defines the Work as constructed to meet the Contract requirements.

The Design-Builder shall submit As-Built Plans complete for each Design Unit to the LA DOTD for review and Design Acceptance in accordance with DB Section 111-11. The LA DOTD review will be one of the processes to verify if the Project has been designed and constructed in accordance with Contract requirements and to see if As-Built Plans comply with Contract requirements.

The Design-Builder shall make all corrections noted in the review of As-Built Plans and resubmit the corrected As-Built Plans to the LA DOTD for review and Design Acceptance.

Design Acceptance by the LA DOTD will not occur until the As-Built Plans are submitted, reviewed, and corrected to the satisfaction of the LA DOTD.

DB 111-11.4.3 Design Review of Major Temporary Components

The Design Quality Manager must conduct a Design Review of major temporary components that represent complex structures and that potentially can affect the safety, quality, and durability

of the permanent components. The review must include the effect of the major temporary components on the permanent components.

DB 111-11.4.4 Additional Reviews

The LA DOTD (with FHWA and other Stakeholder participation) may conduct additional “over-the shoulder” reviews as considered necessary, in the sole determination of the LA DOTD, to ensure a continued and uniform consistency in the quality and effective incorporation of revisions to designs. The Design-Builder may also conduct reviews necessary to facilitate early release of designs for construction.

DB 111-11.5 Readiness for Construction

The Design-Builder may start construction of any element of the permanent components only after all the following items have occurred:

- A) The Designer has conducted its design QC checks throughout the design process in compliance with the Quality Plan and certifies in writing that the design is complete to the appropriate level or stage of review, checked, and ready to be released for construction;
- B) The Design Quality Manager has signed the title sheet for the drawings, certifying to the following (the title sheet can be formatted to include the items of certification):
 - 1) Design checks have been completed;
 - 2) Work conforms to Contract requirements;
 - 3) Any deviations or design exceptions have been approved in writing by the LA DOTD (DB Section 111-12);
 - 4) Design Quality Control activities are following the Quality Plan; and
 - 5) All outstanding issues or comments from Design Reviews have been resolved to the satisfaction of the LA DOTD;
- C) The responsible engineer has signed all drawings prepared under his/her direction. For those drawings and documents included in the submittal that are prepared by a manufacturer or supplier or other Persons not under the responsible engineer’s direct supervision, the responsible engineer will affix a stamp that indicates the design shown on the sheet or document conforms to the overall design and Contract requirements;
- D) The Design Manager has signed the title sheet to the drawings certifying to the items contained in DB Section 111-2.5(B)(1) through (5). (The title sheet can be formatted to include the items of certification);

- E) The Design-Builder has verified the following:
 - 1) Working Plans, Project Specifications, and related documents for the portion of the Project to be constructed are complete and checked in accordance with this DB Section 111-11;
 - 2) The design and drawings for Maintenance of Traffic (MOT) and temporary erosion control and environmental measures applicable to the Work are complete; and
 - 3) Adequate stakes, lines, and/or monuments necessary to control the Work have been established on the site; and
- F) The LA DOTD has provided Consultation and Written Comment regarding the design and applicable MOT, temporary erosion control measures, and environmental requirements.

The LA DOTD's Consultation and Written Comment will not constitute approval or Design Acceptance of the design or subsequent construction. All Consultation and Written Comment and Stakeholder comments (if any) must be resolved by the Design-Builder to the satisfaction of the LA DOTD prior to any design being released for construction.

Any design NCRs issued by the Design Quality Manager or the LA DOTD must be addressed and resolved by the Design-Builder to the satisfaction of the LA DOTD prior to any design being released for construction.

The Design-Builder may proceed with construction on the Project at the Design-Builder's risk to the extent Work is covered by relevant design documents that have been processed as shown in Figure 111-11A. Prior to construction proceeding further, the Design-Builder shall complete the next stage of design and Design Review and/or submission.

DB 111-11.6 Comment Resolution

The LA DOTD's and Stakeholders' comments from Design Reviews will be recorded on Form DR (Appendix 111A) and transmitted to the Design-Builder. The Design-Builder shall record its proposed disposition and response to each comment and meet with the LA DOTD to resolve outstanding comments and dispositions to the LA DOTD's satisfaction. Final disposition and resolution will be documented on Form DR.

If the Design Review reveals non-conformance with Contract requirements, the LA DOTD will prepare Form NCR-D (Appendix 111A) and submit it to the Design-Builder for action. The Design-Builder shall complete Form NCR-D when the non-conformance is corrected and return Form NCR-D to the LA DOTD.

All Design Reviews must include a comment and NCR resolution process where unresolved comments and NCRs are discussed and a written action plan and schedule for resolution of

unresolved comments and NCRs is developed. The Design Quality Manager will lead the process.

DB 111-12 DESIGN EXCEPTIONS

All deviations (design exceptions) from the Contract requirements are subject to FHWA approval. The LA DOTD will coordinate review of any design exceptions with FHWA. All deviations from the Contract requirements must be submitted to the LA DOTD for review and Approval. All requests for deviations and exceptions must be submitted with a justification report detailing the reasons to retain a non-standard or substandard feature or for providing an improvement that does not bring the feature up to standard. Requests for design deviations and exceptions must be submitted not later than the Definitive Design Review and approved by the LA DOTD in writing before the affected Design Units will be released for construction (DB Section 111-11.3). If the LA DOTD does not approve a design exception, it is the Design-Builder's sole responsibility to provide design in accordance with this Contract. The LA DOTD will not consider providing the Design-Builder additional time or compensation under this Contract due to the rejection of a design exception request.

DB 111-13 DESIGN CHANGES BEFORE CONSTRUCTION

Design changes may occur prior to construction or may occur after final design and may be initiated by the Design-Builder, through its Designer, or the LA DOTD.

For all design changes requiring calculations, the Designer and the Design Quality Manager must conduct a documented check of all calculations. All design changes requiring alteration of design documents released for construction must undergo all review procedures included for original design documents in the Quality Plan and DB Section 111-11.

The Design-Builder shall deal with any changes to design initiated by the Design-Builder and already checked by the Designer and certified by the Design Quality Manager as an entirely new design. The Design-Builder shall not be entitled to any increase in the Lump Sum Contract Price or extension of time pursuant to DB Section 108-6 in such circumstances.

DB 111-14 DESIGN SUPPORT DURING CONSTRUCTION

The Designer and Design Quality Manager must verify during construction that the conditions actually encountered are consistent with the design and related Design Plans, Working Plans, and Project Specifications. The Designer must prepare necessary adjustments in the Design Plans, Working Plans, and Project Specifications and the Design-Builder shall obtain required LA DOTD Consultation and Written Comment. The Design-Builder shall be responsible for obtaining Stakeholder permits or approvals. The Designer and Design Quality Manager must check any such changes in accordance with the Quality Plan. The Design Quality Manager must certify the change in writing as meeting the Contract requirements. The Design-Builder shall

incorporate the adjustments in the As-Built Plans. The Design-Builder shall retain copies of its Design Quality Manager's written certifications and submit the certifications to the LA DOTD.

DB 111-15 DESIGN WORKSHOP

Within 45 Working Days of NTP, the Design-Builder shall arrange a design workshop to familiarize the Designer's personnel and the LA DOTD's and FHWA's (and other Stakeholders', if invited by the LA DOTD) review personnel with the design concepts, issues, status, and review procedures. The agenda must include developing agreements regarding time allowed for design reviews (*see* DB Section 111-5). The LA DOTD and Design-Builder will jointly develop the agenda of the workshop and how it will be organized (i.e., by Design Unit and engineering discipline). The intent of the workshop is to make the subsequent Design Reviews more effective and efficient for all parties.

All agreements, schedules, and understandings reached during the design workshop must be documented in writing and signed off by the Design-Builder's Project Manager and Department's Project Manager.

DB 111-16 QUANTITY ESTIMATES

To facilitate determining sampling and testing requirements, the Design-Builder shall provide quantity estimates for the Work on its Plans. The quantity estimates must be in units that facilitate sampling and testing (i.e., the units must be consistent with the units used to determine frequency of sampling and testing). For example, if "X" numbers of compaction tests are specified to be taken for every "Y" cubic yards of embankment, the quantity estimate would need to be in cubic yards of embankment.

See also DB Section 111-18.4.

DB 111-17 DESIGN DOCUMENTATION

DB 111-17.1 Progress Tracking

The Design-Builder shall include engineering and design progress and changes in its Baseline Progress Schedule (including Work on any design change) in the monthly updates.

DB 111-17.2 Design Quality Records

The Design Quality Manager must prepare and submit monitoring reports to the LA DOTD of all design issues and review comments resulting from the scheduled and additional checks and reviews, including "over-the-shoulder" reviews.

The Design-Builder shall also maintain an auditable record of all of its Quality Plan procedures. An independent auditor must be able to determine by reviewing documentation if all procedures included in the Quality Plan have been followed.

The Design-Builder shall submit reports of checks and reviews within seven Calendar Days of the completion of the review.

The Design-Builder shall develop, implement, and maintain a log of design NCRs and/or notices indicating dates issued, reasons, status, or resolution and date of resolution.

The Design-Builder shall prepare and maintain daily records of design activities on forms acceptable to the LA DOTD.

DB 111-17.3 Design Quality Manager Reports

DB 111-17.3.1 Monthly Report to the Louisiana Department of Transportation and Development

The Design Quality Manager must submit a monthly report directly to the LA DOTD by the third working day of the following month that includes the following:

- A) A summary of reviews conducted;
- B) Identification of nonconforming Work and current status and/or disposition (based on design non-conformance log, DB Section 111-17.2); and
- C) A listing of submission(s) from the Design-Builder and status.

DB 111-17.3.2 Final Design Report

Upon completion of the final design for each Design Unit, including all its components and elements, the Design Quality Manager must notify the Design-Builder, with a copy to the LA DOTD, of any outstanding monitoring report issues or unresolved review comments.

DB 111-18 DESIGN PLANS, WORKING PLANS, AND PROJECT SPECIFICATIONS

The Lump Sum Contract Price will include the cost of furnishing all Design Plans, Project Specifications, Working Plans, and As-Built Plans.

The Contract Documents establish the minimum standards of quality and define requirements that the design and construction must satisfy.

During the design process, the Design-Builder shall develop Project Specifications and Design Plans based on the Contract Documents that are applicable to the specific Materials, products, Equipment, procedures, and methods that the Design-Builder intends to use.

During the Design Reviews, the Design Plans and Project Specifications will be evaluated by the LA DOTD to determine if they meet the Contract requirements.

DB 111-18.1 Plans

The Work must be performed in accordance with the details as shown on the Design Plans prepared by the Designer and those Working Plans prepared by the Design-Builder. The Design-Builder shall provide Working Plans of such a nature as to develop a finished product in accordance with Design Plans, Project Specifications, and Contract requirements. The Design-Builder shall verify pertinent dimensions in the field prior to conducting a Working Plan review. Participation in the review of the Design-Builder's Design Plans and/or Working Plans by the LA DOTD and FHWA (or other Stakeholders, if invited by the LA DOTD) will not relieve the Design-Builder of the responsibility for the satisfactory completion of the Work.

Working Plans must be reviewed and approved in writing by the Designer before beginning the construction Work and will not thereafter be amended or altered without prior written approval of the Designer and the LA DOTD's Consultation and Written Comment. Prior to moving forward with any construction, the LA DOTD's Consultation and Written Comment and Stakeholder comments (if any) must be resolved to the satisfaction of the LA DOTD.

All readiness for construction design, final design, and As-Built Plans must be signed and stamped/sealed by the appropriate responsible engineer and must include on the title sheet for the plans certification signatures of the Design Manager and the Design Quality Manager (the title sheet can be formatted to cite the appropriate certification requirements of DB Section 111-11.3).

DB 111-18.2 Design and As-Built Plans Format and Organization

The Design-Builder shall organize and format Design and As-Built Plans in a logical and orderly fashion, and in accordance with generally accepted practices in the State of Louisiana. The As-Built Plans must be submitted in hard copy for signature by the Chief Engineer as per Louisiana Revised Statutes Sections 36:508 and 48:92. The final As-Built Plan set will be in a single organized set of plans for the entire Project.

DB 111-18.3 CADD Standards

The Design-Builder is responsible for developing all design files and CADD plans. CADD formatting for Design and As-Built Plans must be consistent and logical for all plans created by the Design-Builder and must comply with the most recent version of the LA DOTD's "Electronic Standards for Plans" found at http://www.dotd.la.gov/highways/project_devel/design/electronic_standards_disclaimer.asp. The Design-Builder shall install updates to appropriate software as instructed by the Department's Project Manager.

As-Built Plans must be delivered on CD-ROM or DVD media, and labeled with media-compatible indelible ink on separate lines as follows:

State Project No. H.004932
Federal Aid Project No. H004932

As-Built Plan Submittal
Electronic Deliverables
[Design-Builder's name]

The Department's Project Manager may require delivery of the As-Built Plans by other methods, including, but not limited to, upload to the LA DOTD's ProjectWise repository.

DB 111-18.4 Project Specifications

The Design-Builder shall prepare Project Specifications based on Contract requirements. The Design-Builder may perform the following activities:

- A) Use the Louisiana Department of Transportation and Development's Standard Specifications for Roads and Bridges 2006 Edition, and Supplemental Specifications to the 2006 Edition modified as needed by the Design-Builder; and/or
- B) Prepare new specifications to cover the Work.

Project Specifications, including the LA DOTD's Standard Specifications for Roads and Bridges 2006 Edition (as supplemented), if used, will be reviewed by the Design-Builder and the LA DOTD during Design Reviews to verify that the Project Specifications provide a level of quality that meets or exceeds the Contract requirements and are suitable and appropriate to control the Work. The Design-Builder shall be responsible for demonstrating that the Project Specifications meet or exceed the standard of quality established by the LA DOTD's Standard Specifications for Roads and Bridges 2006 Edition, as supplemented. Any deviation that results in a lesser standard of quality will require LA DOTD Approval and may require the execution of a deductive Change Order. The LA DOTD will determine, at its sole discretion, if the Project Specifications meet the Contract requirements.

Project Specifications must define the type and frequency of QC and Quality Acceptance sampling and testing to be conducted for the Work covered by a Project Specification. The Design-Builder shall use DB Section 112 and the Construction Quality Assurance Program (CQAP) to determine the type and frequency of QC and Quality Acceptance sampling and testing.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
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APPENDIX 111A

FORMS



APPENDIX 111A

FORMS

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FORM DR

DESIGN REVIEW COMMENTS

Design Unit:			Discipline:			
Type of Review (Check One)		<input type="checkbox"/> Definitive	<input type="checkbox"/> Readiness for Construction	<input type="checkbox"/> Final	<input type="checkbox"/> Other	
Document Being Checked/Submittal:						
Revision Number / Date:						
Reviewer / Checker:					Date:	
No	Ref	Comment	Initial Disposition	Response	Final Disposition	Verifi- cation

Dispositions: A = Will incorporate; B = Will evaluate; C = Delete comment; D = Will incorporate in next submittal

Project QA File: _____

FORM DUS
DESIGN UNIT SCHEDULE

Design Unit Designation/ Code	Design Unit Description	Planned Review Stages ¹	Information/Components to be Reviewed	Planned Review Dates (Month After NTP)	Percent Complete Represented by Review
		Definitive			
		Final			100%
		Definitive			
		Final			100%
		Definitive			
		Final			100%

¹ Provide information as necessary to reflect additional interim and/or readiness for construction reviews planned between Definitive Design and Final Design Reviews.

FORM NCR-D

DESIGN NON-CONFORMANCE REPORT

From: _____ Date: _____
(Name and initials of Design Quality Manager or Department's Project Manager or Designee)

To: _____
(Names of Design-Builder and responsible engineer)

Project name/Number: US 90 (Future I-49) LA 318 Interchange Design-Build Project - State Project No. H.004932 and Federal Project No. H004932

Design Unit ID: _____

Copy: **Department's Project Manager**

Transmittal/File No. _____ Applicable Contract Requirement: _____
(Part and Section Number)

The design Work on the referenced Design Unit is not in conformance with the noted Contract requirement for the reasons stated below (Attach additional sheets as necessary):

RESOLUTION: _____ Date: _____

From: _____
(Names and initials of Design-Builder's Project Manager and Responsible Engineer)

To: Department's Design Compliance Engineer and Project Manager

The above noted design non-conformance has been corrected and/or resolved as indicated below (attach additional sheets as necessary):

Acknowledgement of Receipt: _____ Date: _____
(Name and initials of Department's Project Manager or Designee)

Send copy of completed, acknowledged form to the Design-Builder's and Department's Project Managers' files.

STATE OF LOUISIANA

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**REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS**

DB SECTION 112

**DESIGN-BUILDER CONSTRUCTION
QUALITY CONTROL AND QUALITY
ASSURANCE**



DB SECTION 112

**DESIGN-BUILDER CONSTRUCTION
QUALITY CONTROL
AND QUALITY ASSURANCE**

DB 112-1 GENERAL

The Louisiana Department of Transportation and Development (LA DOTD) has developed a Construction Quality Assurance Program (CQAP) that will govern and guide the construction Quality Control (QC) and Quality Assurance aspects of this Project. This Design-Build (DB) Section 112 and the CQAP Sections 2 and 3 require that the Design-Builder develop a Construction Quality Management Plan (CQMP).

The LA DOTD or its representative will, in accordance with the CQAP and DB Section 112 and 113 conduct periodic construction inspection, materials verification sampling and testing, and owner verification and provide for an independent assurance testing and inspection process through the appropriate LA DOTD district Laboratory.

As per the CQAP and this DB Section 112, and prior to the commencement of any construction activities, the Design-Builder shall develop and implement a CQMP for all phases of the construction. The Design-Builder, through its CQMP, shall have the primary responsibility for the QC of the Work, including all Work and products of Subcontractors, fabricators, suppliers, and vendors both on-site and off-site. The Design-Builder may engage an engineering laboratory and/or and engineering firm to facilitate this Work. If an engineering laboratory or engineering firm is engaged it cannot be the Design Builder's CQAF or Laboratory used by the Construction Quality Acceptance Firm (CQAF).

In the CQMP the Design-Builder's CQAF will provide Quality Acceptance testing, sampling, and construction inspection which will be statistically validated and/or verified through the LA DOTD's Owner Verification Testing and Inspection Plan (OVTIP), in accordance with the CQAP.

The CQMP must ensure that procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, personnel qualifications, procedures for auditing, documentation, and required modifications of all Materials, Equipment, and elements of the Work will comply with the requirements of the Contract Documents and that all Materials incorporated in the Work and all Equipment and all elements of the Work will perform satisfactorily for the purpose intended.

DB 112-1.1 Definitions

See DB Section 101-3 and the CQAP for definitions.

DB 112-2 CONSTRUCTION QUALITY CONTROL SAMPLING AND TESTING OF MATERIALS

DB 112-2.1 General

All Materials are subject to inspection, sampling, and testing by LA DOTD at any time before Final Acceptance of the Work.

References in the Contract to a Louisiana test method or test designation of the American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Material (ASTM), or any other recognized national organization means the latest revision of that test method or specification for the Work in effect on the Proposal due date.

Materials will be sampled and tested by the construction QC staff in accordance with approved CQMP. QC test and inspection reports conducted by the Design- Builder's QC staff assuring that its process and Materials source is producing an acceptable product are Design-Builder internal documents but must be made available to the CQAF or LA DOTD for review if requested. These QC tests on processes usually occur when an operation is begun and when changes occur in the source of Materials or method of production.

The LA DOTD's designated representative may observe any sampling testing performed by the QC staff. If the LA DOTD's designated representative observes a deviation from the specified sampling or testing procedures, the LA DOTD's designated representative will verbally describe within 24 hours the observed deviation to the CQCM.

DB 112-2.2 Construction Quality Control Testing, Sampling, and Inspection

All construction processes, procedures, and workmanship must be inspected by the Design-Builder's construction QC staff. The construction QC staff must perform the observations, measurements, and documentation specified in Appendix 112A and the CQMP.

The construction QC staff must perform sampling and testing of Materials to be used on the Project. Although not used for acceptance, QC testing and inspection shall ensure quality has been incorporated into all elements of Work prior to requesting acceptance testing and inspection from the CQAF. Personnel responsible for performing the QC inspection and testing shall be knowledgeable and receive training to perform their QC duties.

DB 112-3 DESIGN-BUILDER QUALITY CONTROL

The Design-Builder shall provide process control measures adequate to produce a constructed product of acceptable quality that conforms to the Contract Documents. The Design-Builder shall perform QC sampling, testing, and inspection during all phases of the Work at a minimum

frequency consistent with the CQMP as approved by the Department's Project Manager and the individual Project Specifications on which LA DOTD has provided Consultation and Written Comment.

The Design-Builder shall provide personnel and Equipment capable of providing a product that conforms to specified requirements and shall provide personnel and Equipment capable of verifying and documenting this conformance. Continual production of non-conforming Work will not be allowed.

DB 112-4 DESIGN-BUILDER'S CONSTRUCTION QUALITY CONTROL ORGANIZATION

The CQMP must provide information regarding the construction QC organization.

DB 112-4.1 Construction Quality Control Manager

The Design-Builder shall assign an on-site CQCM. This individual will be considered one of the Project's key personnel.

The CQCM is responsible for overall management and supervision for the QC aspect of the CQMP. The CQCM must be a Louisiana-licensed Professional Engineer. The CQCM must report directly to the Quality Manager (DB Section 113).

The CQCM, or his/her designees, must be delegated the authority to make needed improvements to the quality of Work, including the suspension of the Work if required.

The CQCM must be responsible for coordinating the schedules of the Design-Builder's construction QC Inspectors and construction QC staff with the Design-Builder's construction activities so as not to delay the Design-Builder's operations due to construction QC inspection, sampling, and testing activities.

DB 112-4.2 Staffing Levels

The actual size of the field/site staff will reflect the complexity, needs, shifts, and composition of QC activities consistent with Work in progress.

The CQMP must identify administrative and clerical support for the maintenance and management of records and documents pertinent to QC activities.

The QC staffing schedule must be updated as necessary throughout the Contract duration to reflect accurate forecasting of QC staffing requirements.

DB 112-5 DESIGN-BUILDER SCHEDULING AND NOTICE TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

The Design-Builder shall notify the LA DOTD in writing by Friday noon of each week of planned construction activities, including fabrication and all anticipated Materials quantities for sampling and testing, for the following three weeks to allow the LA DOTD to schedule its resources. The Design-Builder shall deliver this information at the weekly progress meeting where related discussion will occur.

DB 112-6 QUALITY CONTROL DOCUMENTATION

With the exception of Materials certifications, all documents generated by the Design-Builder while conducting its internal QC activities are property of the Design-Builder, however, these documents must be made available to the CQAF and LA DOTD for review if requested.

DB 112-7 DESIGN-BUILDER'S QUALITY ACCEPTANCE

The Design-Builder will engage an engineering firm to performed Quality Acceptance inspection, sampling, and testing. The CQMP will be developed to include Quality Acceptance inspections, sampling, and testing in addition to QC inspections, sampling, and testing. The CQMP development and the approval of the CQMP will be based upon Sections 2 and 3 of the CQAP and this DB Section 112.

DB 112-8 CONSTRUCTION QUALITY ACCEPTANCE FIRM

The Design-Builder shall retain an independent CQAF to assist in the development of the CQMP and to carry out the Design-Builder's Quality Acceptance inspection, sampling, and testing activities and documentation during construction, in accordance with the approved CQMP. The CQAF may observe but will not participate in the performance of the Design-Builder's QC activities.

BD 112-9 CONSTRUCTION QUALITY ACCEPTANCE MANAGER

The CQAF will assign an on-site CQAM. The CQAM will be responsible for overall management and supervision for the Quality Acceptance aspect of the CQMP. The CQAM must be a Louisiana-licensed Professional Engineer. The CQAM must report directly to the Quality Manager (DB Section 113) and to the LA DOTD.

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The CQAM cannot report to any person or party directly responsible for design or construction production. The CQAF and the CQAM shall cooperate with the LA DOTD and/or its representatives.

The CQAM, or his/her designees, must be delegated the authority to make needed improvements to the quality of the Work, including the suspension of that portion of Work being performed with quality that does not meet the Contract Documents.

An LA DOTD designated representative may observe any sampling testing performed by the Quality Acceptance staff. If the LA DOTD's designated representative observes a deviation from the specified sampling or testing procedures, the LA DOTD's designated representative will verbally describe within 24 hours the observed deviation to the CQAM, followed by a written Construction Non-Conformance Report (NCR-C) covering the deviation to the CQAM and Project Manager. *See also* DB Section 109-4.4.

The CQAM must be responsible for coordinating the schedules of the Design-Builder's construction Quality Acceptance Inspectors and construction Quality Acceptance staff with the Design-Builder's construction activities so as not to delay the Design-Builder's operations due to construction Quality Acceptance inspection, sampling, and testing activities.

DB 112-10 COMPETENCE

If a concern arises as to the competence of any certified individual of the Quality Acceptance staff, this concern must be documented in writing to the Design-Builder's Project Manager and the Department's Project Manager. The concern will be investigated as deemed necessary by the Department's Project Manager. If this investigation substantiates the concern, corrective action or decertification will be implemented in accordance with procedures established by the LA DOTD. *See also* DB Section 108.

DB 112-11 CONSTRUCTION INSPECTION AND ACCEPTANCE

All construction processes, procedures, and workmanship must be inspected by the Quality Acceptance staff independently and in addition to the QC staff. The construction Quality Acceptance staff must perform the observations, measurements, and documentation specified in Appendix 112A and the CQMP in addition to verifying that Work is performed in accordance with the readiness for construction plans, shop drawings, and Working Drawings.

Construction inspections will be conducted and documented as provided for in the CQMP and the CQAP for this Project. Construction inspections will be independently performed by the Design-Builder's QC staff, the CQAF, and the LA DOTD's designated representative. The Design-Builder, the CQAF and the LA DOTD's designated representative can each stop Work should the

documented results of the inspection deem it necessary in accordance with the CQAF's Minimum Sampling and Testing Manual, as identified in Appendix G of the CQAP.

DB 112-12 MATERIALS SAMPLING AND TESTING FOR ACCEPTANCE

DB 112-12.1 Design Builder's Quality Acceptance

Through the CQAF, the Design-Builder is responsible for Quality Acceptance sampling and testing of the Materials incorporated into the Work. These samples and tests are statistically validated by the LA DOTD's Verification Sampling and Testing prior to Materials acceptance.

The Quality Acceptance staff must perform sampling and testing for acceptance of Materials used on the Project. Construction Quality Acceptance staff must be certified, including, among other prudent and necessary certifications, LA DOTD certifications, for the level appropriate for the Work being sampled/tested. The Design-Builder must maintain a list of construction Quality Acceptance staff that indicates what test certifications each person currently holds. Testers and samplers will be allowed 90 working days from execution of the Contract to obtain the certifications.

The Quality Acceptance staff will test only those Materials for which they are certified to sample and test.

The minimum frequency of Quality Acceptance sampling and testing must be consistent with the CQAF's Minimum Sampling and Testing Manual (Appendix G of the CQAP).

DB 112-12.2 Laboratories

Laboratory Quality Acceptance testing must be conducted by testing laboratories, independent of other Project Laboratory testing as defined by the CQAP, that comply with the requirements for LA DOTD certification for applicable tests. Laboratories must be accredited under the AASHTO Accreditation Program (AAP). The Laboratory must also participate in the AASHTO Material Reference Laboratory (AMRL), the Concrete Cement Reference Laboratory (CCRL), the Construction Materials Engineering Council (CMEC) for Hot Mix Asphalt (HMA), the National Precast Concrete Association (NPCA) for precasters, or the Prestressed Concrete Institute (PCI), as appropriate, for the Work to be constructed. Louisiana Department of Transportation and Development certification must be obtained for all AASHTO and ASTM test methods to be performed by the testing laboratory. Certification must also be obtained for AASHTO and ASTM test methods that are modified or referenced by Louisiana test methods.

Satellites (field laboratories) of these laboratories may be used where appropriate for the tests being conducted. The Equipment in the satellite laboratories must be certified at the start of Work and annually thereafter. Certification must be by an independent party.

The laboratory must have written policies and procedures to assure portable and satellite laboratories performing testing activities on the Project are capable of providing testing services in compliance with applicable test methods. The policy and procedures must address inspection and calibration of testing Equipment as well as a correlation testing program between the accredited laboratory and portable or satellite facilities.

The LA DOTD reserves the right to check testing Equipment for compliance with specified standards and to check testing procedures and techniques.

The LA DOTD also reserves the right to access the testing facilities of the testing laboratories with no additional cost to the LA DOTD to witness the testing and verify compliance of the testing procedures, testing techniques, and test results.

The LA DOTD's rights to check Equipment, procedures, and techniques and to access testing facilities will also apply to Project Stakeholders when the Design-Builder is performing Work on their facilities.

DB 112-13 VALIDATION AND VERIFICATION OF MATERIALS SAMPLING AND TESTING

The LADOTD, or its representative, is solely responsible for all validation and Verification Sampling and Testing of Materials incorporated into the Project. The LA DOTD's role in Quality Assurance and Quality Acceptance is described within the CQAP and DB Section 115.

DB 112-14 QUALITY ACCEPTANCE DOCUMENTATION

The CQAF shall maintain electronically and transmit to LA DOTD daily inspection reports within 24 hours after each Work shift in a format acceptable to the LA DOTD. Content of the report is further detailed in the CQAP. All Materials certifications and test results must accompany the daily inspection report for the Work completed that day.

DB 112-15 MATERIALS CERTIFICATIONS

WHEN THE DESIGN-BUILDER PURCHASES MATERIALS FROM PROVIDERS/SUPPLIERS SHOWN ON THE LA DOTD'S APPROVED MATERIALS OR SOURCE LIST, THE DESIGN- BUILDER SHALL OBTAIN AND RETAIN A MATERIALS CERTIFICATION (CERTIFICATE OF DELIVERY, CERTIFICATE OF ANALYSIS, OR CERTIFICATE OF COMPLIANCE, AS REQUIRED) FROM THE PROVIDER/SUPPLIER COVERING THE MATERIALS AND/OR THE SOURCE.

Documentary evidence that Materials and Equipment conform to Contract requirements must be available at the Project site no less than 24 hours prior to installation or use of such Materials and

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Equipment. This documentary evidence must be retained at the Project site and must be sufficient to identify the specific requirements, such as, Contract Documents, codes, standards, or specifications, met by the purchased Materials and Equipment. Additionally, a copy of all documentary evidence that Materials and Equipment conform to Contract requirements must be provided to the LA DOTD, or its designated representative, at the same time the Design-Builder receives such documentary evidence. The effectiveness of QC by the Design-Builder's own forces and Subcontractors must be assessed by the Design-Builder and the CQAF at intervals consistent with the importance, complexity, and quantity of the product or services.

The LA DOTD reserves the right to inspect and review these documents at any time.

STATE OF LOUISIANA

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LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS

APPENDIX 112A CONSTRUCTION
QUALITY CONTROL INSPECTION



APPENDIX 112A

CONSTRUCTION QUALITY CONTROL INSPECTION

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
All	<input type="checkbox"/> Location and type of work <input type="checkbox"/> Personnel and Equipment <input type="checkbox"/> Weather and Site conditions <input type="checkbox"/> Checks for compliance with Design Plans and Project Specifications <input type="checkbox"/> Extent of Work <input type="checkbox"/> Problems encountered	LA DOTD Form 03-40-3093, Project Diary
Signs and Barricades	<input type="checkbox"/> Location, stationing, and distance from edge of road <input type="checkbox"/> Visibility, height above road, condition of signs <input type="checkbox"/> Daily to ensure condition <input type="checkbox"/> Night inspections initial and periodic for reflectivity	
Clearing and Grubbing	<input type="checkbox"/> Clearing and grubbing limits <input type="checkbox"/> Disposal <input type="checkbox"/> Protection of surroundings from damage <input type="checkbox"/> Removal of large roots and stumps <input type="checkbox"/> Blading the site to ensure drainage <input type="checkbox"/> Temporary erosion control ~ Mulch ~ Seeding ~ Slope drains ~ Silt fencing ~ Hay bales	
Removals	<input type="checkbox"/> Ensure that only designated structures, facilities, or obstructions are removed or relocated <input type="checkbox"/> Obtain certificates of release <input type="checkbox"/> Proper notifications given for removal of Underground Storage Tanks (UST) and other hazardous materials <input type="checkbox"/> Disposal of materials	LA DOTD Form 03-42-0671, Certificate of Release 202 Sample Form

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ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
Utility Relocation	<input type="checkbox"/> Located clear of construction <input type="checkbox"/> Backfills adequately compacted	
Culverts and Storm Drains	<input type="checkbox"/> Adequate structure <input type="checkbox"/> Backfill material, bedding material, and fabrics sampled and approved <input type="checkbox"/> Damage in transit <input type="checkbox"/> Certificate of Delivery <input type="checkbox"/> Excavation <input type="checkbox"/> Laying pipe <input type="checkbox"/> Bedding and backfill <input type="checkbox"/> Joints closed and wrapped <input type="checkbox"/> Compaction and compactive effort	LA DOTD Form 03-22-0750, Density and Moisture Content Worksheet Certificate of Delivery – Culverts 701 Sample Form
Earthwork	<input type="checkbox"/> Area preparation <input type="checkbox"/> Soils sampled and approved <input type="checkbox"/> Lift thickness <input type="checkbox"/> Compaction and compactive effort <input type="checkbox"/> Slope and grade	LA DOTD Form 03-22-0750, Density and Moisture Content Worksheet 203 Sample Form
Trench, Culvert, and Structural Excavation	<input type="checkbox"/> Safety <input type="checkbox"/> Support and protective system <input type="checkbox"/> Disposal of excavated material	
Geotextile	<input type="checkbox"/> Brand name and type <input type="checkbox"/> Protection of material <input type="checkbox"/> Material acceptance	

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ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
Cement Stabilized Base and Sub-base Course	<input type="checkbox"/> Subgrade approved <input type="checkbox"/> Select soils sampled and approved <input type="checkbox"/> Cement approved <input type="checkbox"/> Pulverization and moisture content <input type="checkbox"/> Compaction and compactive effort <input type="checkbox"/> Spread rate <input type="checkbox"/> Shaping and finishing <input type="checkbox"/> Time limitations <input type="checkbox"/> Curing	LA DOTD Form 03-22-0750, Density and Moisture Content Worksheet Certificate of Delivery – Cement 301 Sample Form
Lime Treatment	<input type="checkbox"/> Area preparation <input type="checkbox"/> Lime approved <input type="checkbox"/> Equipment used <input type="checkbox"/> Compaction and compactive effort <input type="checkbox"/> Spread rate <input type="checkbox"/> Shaping and finishing <input type="checkbox"/> Curing	LA DOTD Form 03-22-0750, Density and Moisture Content Worksheet Certificate of Delivery – Lime 304 Sample Form
Stone Base	<input type="checkbox"/> Area preparation <input type="checkbox"/> Material sampled and approved <input type="checkbox"/> Compaction and compactive effort <input type="checkbox"/> Curing membrane	LA DOTD Form 03-22-0750, Density and Moisture Content Worksheet 301 Sample Form

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ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
Asphaltic Concrete	<input type="checkbox"/> Surface prepared <input type="checkbox"/> Materials sampled and approved <input type="checkbox"/> Plant and Equipment calibrated and approved <input type="checkbox"/> Temporary traffic tape <input type="checkbox"/> Signing and flagging <input type="checkbox"/> Certified technicians <input type="checkbox"/> Weather conditions <input type="checkbox"/> Mix design submitted and approved <input type="checkbox"/> Plant operation <input type="checkbox"/> Temperature of mix <input type="checkbox"/> Spreading and finishing <input type="checkbox"/> Compaction/pavement density <input type="checkbox"/> Joints <input type="checkbox"/> Surface tolerances	LA DOTD Form 03-22-3080, Asphaltic Concrete Pavement Report 501 Sample Form Certificate of Delivery – Asphaltic Materials Asphaltic Concrete Plant Report
Portland Cement Concrete Paving	<input type="checkbox"/> Surface prepared <input type="checkbox"/> Materials sampled and approved <input type="checkbox"/> Plant and Equipment calibrated and approved <input type="checkbox"/> Forms <input type="checkbox"/> Dowels and load transfer devices <input type="checkbox"/> Mix design submitted and approved <input type="checkbox"/> Placing and spreading concrete <input type="checkbox"/> Finishing and texturing <input type="checkbox"/> Joints <input type="checkbox"/> Surface tolerance <input type="checkbox"/> Slump and air <input type="checkbox"/> Curing <input type="checkbox"/> Removing forms (fixed form paving) <input type="checkbox"/> Protection of pavement <input type="checkbox"/> Sealing joints	LA DOTD Form 03-22-4028, Batch Certification LA DOTD Form 03-22-4035, Portland Cement Concrete Pavement Report
Aggregate Surface Course	<input type="checkbox"/> Surface prepared <input type="checkbox"/> Materials sampled and approved <input type="checkbox"/> Equipment approved <input type="checkbox"/> Compaction and compactive effort	401 Sample Form

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ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
Incidental Concrete Work – Sidewalks and Drives	<input type="checkbox"/> Surface prepared <input type="checkbox"/> Forms <input type="checkbox"/> Mix design submitted and approved <input type="checkbox"/> Depth <input type="checkbox"/> Cylinders <input type="checkbox"/> Curing	706 Sample Form
Driven Piles	<input type="checkbox"/> Type, size, and length of pile <input type="checkbox"/> Test piles driven and loaded <input type="checkbox"/> Pile lengths approved <input type="checkbox"/> Installation plan and equipment approved <input type="checkbox"/> Location of piles <input type="checkbox"/> Storing, handling, and damage to piles before and during driving <input type="checkbox"/> Adequate bearing capacity achieved	804-01 Sample Form
Drilled Shafts	<input type="checkbox"/> Installation plan <input type="checkbox"/> Safety <input type="checkbox"/> Excavation methods <input type="checkbox"/> Casings – temporary and/or permanent <input type="checkbox"/> Slurry <input type="checkbox"/> Location, size, and alignment <input type="checkbox"/> Reinforcing steel <input type="checkbox"/> Concrete placement and finishing <input type="checkbox"/> Verification of integrity of shafts	

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ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORMS(S)
Structural Concrete	<input type="checkbox"/> Forms, re-steel, and equipment <input type="checkbox"/> Weather <input type="checkbox"/> Ambient temperature <input type="checkbox"/> Slump and air tests <input type="checkbox"/> Placement and vibrating <input type="checkbox"/> Cylinders <input type="checkbox"/> Surface finish <input type="checkbox"/> Curing	805-01 Sample Form
Reinforcing Steel	<input type="checkbox"/> Storage and handling <input type="checkbox"/> Sampled and approved <input type="checkbox"/> Placement and fastening <input type="checkbox"/> Splices	805-01 and 805-03 Sample Forms
Prestressed Concrete Units	<input type="checkbox"/> Fabrication ~ Equipment approval ~ Concrete mix design ~ Concrete placement and vibration ~ Approved forms ~ Curing ~ Tensioning ~ Storage and transportation <input type="checkbox"/> When receiving units ~ Inspector's stamp of approval ~ Certificate of delivery ~ Damage during shipment ~ Dimensional tolerance and camber ~ Visual defects <input type="checkbox"/> Erection <input type="checkbox"/> Repair of defects	

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Structural Steel	<input type="checkbox"/> Fabrication ~ Shop drawings ~ Mill test reports ~ Storage of materials and fabricated items ~ Shop assembly ~ Certified test reports for bolts and nuts ~ Coating <input type="checkbox"/> Field Erection ~ Sequence ~ Falsework ~ Site storage and handling ~ Connections	
Bridge Bearings	<input type="checkbox"/> Materials <input type="checkbox"/> Fabrication <input type="checkbox"/> Protective coatings <input type="checkbox"/> Bearing surface preparation <input type="checkbox"/> Anchor bolts <input type="checkbox"/> Pad installation	
Bridge Joint Systems	<input type="checkbox"/> Materials <input type="checkbox"/> Fabrication <input type="checkbox"/> Cleaning <input type="checkbox"/> Assembly <input type="checkbox"/> Installation ~ Preparation ~ Handling and storage	
Structural Steel Paint System	<input type="checkbox"/> Materials ~ Abrasive ~ Paint ~ Paint Inspection Equipment <input type="checkbox"/> Cleaning <input type="checkbox"/> Paint application methods <input type="checkbox"/> Shop painting <input type="checkbox"/> Field painting	

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<p>Superstructure Slabs and Approach Slabs</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Forming <ul style="list-style-type: none"> ~ Forms ~ Support systems ~ Haunch depths ~ Joints ~ Drainage <input type="checkbox"/> Placing and fastening reinforcing steel <input type="checkbox"/> Concrete operations <ul style="list-style-type: none"> ~ Prior to placing ~ Placing sequence ~ Adequacy of personnel and equipment ~ Concrete supply ~ Curing materials ~ Admixtures <ul style="list-style-type: none"> o Weather and temperature o Placing o Finishing o Curing 	<p>805-03 and 806-01 Sample Forms</p>
<p>Permanent Erosion Control</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Final dressing of area <input type="checkbox"/> Area determinations <input type="checkbox"/> Spread rate for seed and fertilizer <input type="checkbox"/> Watering 	<p>714-01 thru 720-01 Sample Forms</p>
<p>Maintenance and Protection of Traffic</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Materials <input type="checkbox"/> Surface condition <input type="checkbox"/> Intersecting traffic <input type="checkbox"/> Dust control and spillages <input type="checkbox"/> Flaggers <input type="checkbox"/> Delineation and guiding devices <input type="checkbox"/> Construction signs, temporary barriers, barricades, and lighting <input type="checkbox"/> Pavement markings <input type="checkbox"/> Pavement drop-off protection 	

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Signs	<input type="checkbox"/> Materials <input type="checkbox"/> Fabrication <input type="checkbox"/> Sign face construction <input type="checkbox"/> Work sequence <input type="checkbox"/> Location <input type="checkbox"/> Erection <input type="checkbox"/> Transporting, handling, and storage <input type="checkbox"/> Foundations <input type="checkbox"/> Sign posts <input type="checkbox"/> Breakaway bases	
Traffic Signals	<input type="checkbox"/> Materials <input type="checkbox"/> Underground facilities <input type="checkbox"/> Schedule <input type="checkbox"/> Excavation <input type="checkbox"/> Pole excavation and concrete foundations <input type="checkbox"/> Poles <input type="checkbox"/> Grounding <input type="checkbox"/> Conduit and direct burial cable <input type="checkbox"/> Pull boxes <input type="checkbox"/> Signal control cable and shielded communications cable <input type="checkbox"/> Cable splices <input type="checkbox"/> Span wire assemblies <input type="checkbox"/> Messenger assemblies <input type="checkbox"/> Buy assemblies <input type="checkbox"/> Signal heads <input type="checkbox"/> Wiring color code <input type="checkbox"/> Concrete base for controller assembly <input type="checkbox"/> Power meter base <input type="checkbox"/> Overhead traffic signs	
Pavement Markings	<input type="checkbox"/> Atmospheric conditions <input type="checkbox"/> General requirements <input type="checkbox"/> Materials <input type="checkbox"/> Surface cleaning and preparation <input type="checkbox"/> Equipment <input type="checkbox"/> Application of markings	

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

APPENDIX 112B FORMS



**APPENDIX 112B
FORMS**

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Form NCR-C – Construction Non-Conformance Report

FORM NCR-C

**CONSTRUCTION NON-
CONFORMANCE REPORT**

From: _____ Date: _____
(Name and initials of Construction Quality Control Manager or Department's Project
Manager or Designee)

To: _____
(Names of Design-Builder)

US 90 (Future I-49) LA 318 Interchange Design-Build Project
State Project No. H.004932 and Federal-Aid Project No. H004932

Transmittal/File No. _____

Price Center _____ Applicable Contract Requirement: _____
Code: _____ (Part and Section
Number)

**The Work on the referenced Price Center is not in conformance with the noted
Contract requirement for the reasons stated below (Attach additional sheets as necessary):**

RESOLUTION: _____ Date: _____

From: _____
(Names and Initials of Design-Builder's Project Manager and Construction Quality Control
Manager)

To: _____
(Name of Department's Project Manager)

The above noted construction non-conformance has been corrected and/or resolved as indicated
below (attach additional sheets as necessary):

Acknowledgement of Receipt: _____ Date: _____
(Name and initials of Department's Project Manager or Designee)

Comments by Department's Project Manager, if any: [See attached sheets(s)]

Send copy of completed, acknowledged form to the Design-Builder's and Department's
Project Manager's files.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

DB SECTION 113

DESIGN-BUILDER'S QUALITY PLAN



DB SECTION 113

DESIGN-BUILDER'S QUALITY PLAN

DB 113-1 GENERAL REQUIREMENTS

Prior to commencement of any design or construction activities, the Design-Builder shall submit a Quality Plan, updated as necessary, to the Louisiana Department of Transportation and Development (LA DOTD) for approval.

The Quality Plan must address the topics contained in this DB Section 113 in the order listed therein and must meet the specified requirements of this DB Section 113, DB Sections 111 and 112, and the LA DOTD's Construction Quality Assurance Program (CQAP).

The Quality Plan must set up a "quality system team" which will be distinct and separate from the design and construction production organization. The quality system team shall report directly to the Design-Builder's management through its Quality Manager. The Quality Plan shall describe the quality system to be implemented at all levels of the Design-Builder's organization, to include Subcontractors (design and construction) at all levels, including labor only.

Please refer to Part 2 – Design-Build Section 101, Section 101-3, for the definitions of Quality Control (QC) and Quality Acceptance.

DB 113-1.1 Quality Plan Submittal

The Design-Builder shall submit its Quality Plan within 60 Calendar Days of Notice to Proceed.

DB 113-1.2 Quality Plan Reviews and Updates

The Design-Builder shall conduct management reviews of its quality system as specified in this DB Section 113.

As Work progresses, the Design-Builder shall update the Quality Plan to reflect current conditions. The Design-Builder and/or the Department's Project Manager may identify the need for revisions to the Quality Plan. The Design-Builder shall submit any revisions or updates to the Quality Plan to the Department's Project Manager for approval within 30 Calendar Days of the identification of the need for a revision.

In addition, the Design-Builder shall submit its Quality Plan for review by the Department's Project Manager annually within 12 months of Notice to Proceed (NTP) or receipt of the last approval from the Department's Project Manager even if no revisions have occurred during that

12-month period. The Design-Builder shall submit a conformed copy of the updated Quality Plan with revisions highlighted.

DB 113-1.3 Environmental Mitigation

In developing its Quality Plan, the Design-Builder shall establish appropriate controls in its management, design, construction/installation, and documentation procedures to ensure that environmental mitigation requirements are met and documented.

DB 113-1.4 Organizational Requirements

The Design-Builder shall designate a Quality Manager who shall be classified as one of the key personnel and be responsible for overseeing the overall quality program and the preparation, implementation, and update of the Quality Plan for the Design-Builder, including management, design, and construction. The Quality Manager shall not report to the Design-Builder's Project Manager, but shall be directly responsible to and report to the Joint Venture (JV) board, senior management, or similar level of the Design-Builder's organization not directly responsible for design or construction.

The Quality Manager shall be present and available for consultation with the Department's Project Manager and other LA DOTD staff on an on-call basis throughout the duration of the Project. The Quality Manager shall attend the weekly progress meetings at a minimum and such other meetings as the Department's Project Manager may request, including individual meetings between the Quality Manager and LA DOTD staff.

The Quality Manager shall be the primary point of contact to the LA DOTD for all issues relating to the Quality Plan (preparation, review, implementation, and updates).

The Design Quality Manager, Construction Quality Control Manager (CQCM), and Construction Quality Acceptance Manager (CQAM) and their respective staffs shall report directly to the Quality Manager.

See DB Section 111 for responsibilities and qualification requirements of design QC staff. *See* DB Section 112 for responsibilities and qualification requirements of construction QC staff.

DB 113-1.5 Abbreviations

C/A	Corrective Action
HSPPD	Handling/Storage/Packaging/Preservation/Delivery
P/A	Preventive Action

DB 113-2 QUALITY SYSTEM REQUIREMENTS

DB 113-2.1 Management Responsibility

DB 113-2.1.1 Quality Policy

The Design-Builder's executive management shall define and document its policy for quality, including objectives for quality and its commitment to quality. (In the context of this DB Section 113, "executive management" shall mean those persons to whom the Design-Builder's Project Manager reports and who have overall responsibility for the Design-Builder's performance.) The quality policy shall be relevant to the Design-Builder's organizational goals and the expectations and needs of the LA DOTD. The Design-Builder shall ensure that this policy is understood, implemented, and maintained at all levels of the organization.

The Design-Builder shall have a published statement of its commitment to quality and the organization's quality objectives signed by its responsible executive(s). It shall explain the commitment in terms of the services provided to the LA DOTD and the responsibilities assumed by the Design-Builder to discharge its contracted accountabilities, relative to the LA DOTD's overall responsibility to Stakeholders and the public-at-large for assuring quality in the constructed facility. The statement shall be made known to and understood by all staff and be included in the Quality Plan.

Executive management's commitment to quality will be demonstrated by the quality policy being signed by the responsible executive(s) and management's direct involvement in verifying the implementation and understanding of the quality policy.

All employees shall be made aware of the Design-Builder's quality policy. The indoctrination on the quality policy may be formal and can be accomplished by various means depending on the size of the Project, the structure of the Design-Builder's management staff, and the number of employees.

DB 113-2.1.2 Organization

A) Responsibility and Authority

Executive management shall have the responsibility to plan and determine the overall direction of the Design-Builder and its relationship to the quality efforts. Executive management shall ensure the quality policy is documented and understood by all employees and management shall further ensure the implementation of the quality policy by everyone in the organization.

The quality system shall be an integral part of the overall management system and as such shall be supported and implemented from the top down. On a Design-Build (DB) project, most employees are involved in managing, performing, or

verifying work that affects quality. It shall not be the sole domain of the design checkers, QC inspectors, or QC or Quality Acceptance personnel. All workers, including design and construction production personnel (including those of Subcontractors), shall be aware of the quality system requirements that govern their individual Work.

A description of the organizational arrangements (such as a chart) shall be available and maintained. All key roles and persons and lines of communication and authority between the Design-Builder and the LA DOTD and their representative(s) and with other organizations involved shall be identified.

The responsibility, authority, and interrelation of personnel who manage, perform, and verify Work affecting quality shall be defined and documented, particularly for personnel who need the organizational freedom and authority to do any of the following:

- 1) Initiate action to prevent the occurrence of any nonconformities relating to the product, process, and quality system;
- 2) Identify and record any problems relating to the product, process, and quality system;
- 3) Initiate, recommend, or provide solutions through designated channels. It shall be everyone's responsibility to report any and all quality and safety problems;
- 4) Verify the implementation of solutions. Verifying the implementation of the solutions to quality problems shall be performed in a timely manner. The verification shall also investigate if the solution to the identified problem created another quality problem; and
- 5) Control further processing, delivery, or installation of nonconforming product until the deficiency or unsatisfactory condition has been corrected. Controls shall be established, including stopping work, if necessary, once a significant quality problem is identified until the cause of the problem can be identified and the required corrective action can be implemented.

B) Resources

The Design-Builder shall identify resource requirements and provide adequate resources, including the assignment of trained personnel for management, performance of Work, verification activities, and internal quality audits.

The Design-Builder shall have a system for assuring that projects are adequately staffed and that resources are provided adequate training to perform such activities as design reviews (DB Section 113-2.4), verification activities,

receiving, in-process and final inspections (DB Section 113-2.10), and internal quality audits (DB Section 113-2.17).

The Quality Plan shall identify the source of staffing (management, professional, technical, and labor) and shall deal with the integration of resources into the specific Contract requirements.

Other resources shall also be addressed, such as, computers, craft tools, equipment, and facilities.

C) Quality Manager

The Design-Builder's executive management shall appoint a Quality Manager who, irrespective of other responsibilities, shall have a defined authority for the following activities:

- 1) Ensuring that a quality system is established, implemented, and maintained; and
- 2) Reporting on the performance of the quality system to the Design-Builder's management for review and as a basis for improvement of the quality system.

The Quality Manager shall have direct access to executive management to report on the performance of the quality system and shall not work under the Design-Builder's Project Manager or anyone else responsible for design or construction production.

DB 113-2.1.3 Management Review

The Design-Builder's executive management shall review the quality system at defined intervals sufficient to ensure its continuing suitability and effectiveness in satisfying the requirements of this standard, the Design-Builder's stated quality policy and objectives (*see* DB Section 113-2.1.1), and preventative actions. Management reviews shall be held at least at three-month intervals.

Records of such reviews shall be maintained (*see* DB Section 113-2.16). Minutes shall be taken of the review meetings and these minutes shall be maintained as quality records. Copies of minutes shall be provided to the Department's Project Manager on request.

DB 113-2.2 Quality System

DB 113-2.2.1 General

The Design-Builder shall establish, document, and maintain a quality system as a means of ensuring that product conforms to specified requirements. The Design-Builder shall prepare a Quality Plan covering the requirements of this DB Section 113. The Quality Plan shall include or make reference to the quality system procedures and outline the structure of the documentation used in the quality system.

The Quality Plan shall cover temporary and permanent components; the Design-Builder; all Principal Participants; and all Subcontractors, suppliers, and vendors (design, construction, and materials) at all tiers.

Specific to construction inspection, materials sampling and testing, and process controls, the Quality Plan will include a Construction Quality Management Plan (CQMP) that meets the requirements of the CQAP and DB Section 112. The CQMP will be a component of the Quality Plan, but should be written to allow it to be a stand-alone document that meets the requirements of the CQAP.

The Quality Plan shall either contain or reference the procedures and documentation structure outline critical to quality.

The Quality Plan shall also establish or reference the procedures that make up the quality system. Should the Quality Plan only reference the procedures, it shall also detail the levels of the documented system, its contents, and the interrelationship of the document types.

There shall be a "road map" within the Quality Plan that is lined up to the applicable element that describes the quality system. This roadmap may be a cross-reference, narrative, chart, index, or some similar method.

The Quality Plan shall detail the role of the Design-Builder, each Principal Participant, the Designer, the Design-Builder's Project Manager, the Quality Manager, the CQAM, the CQCM, the Design Quality Manager, and other team members having a significant quality role.

The Quality Plan shall define policies, goals, and objectives of the organization and organizational interfaces.

DB 113-2.2.2 Quality-System Procedures

- A) The Design-Builder shall prepare documented procedures consistent with the requirements of this DB Section 113 and the Design-Builder's stated quality policy.

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- B) The Design-Builder shall document standard Work methods in procedures (*see* DB Section 113-2.2.2) and enforce the implementation of these "Best Practices." However, it is inevitable that situations will arise which require a departure from the norm. These conditions shall be anticipated in the procedures and shall allow for control of these activities.
- C) The Quality Plan shall define the liaison and interface between the quality organization and the design and construction arms of the Design-Builder.
- D) The quality procedures shall, as a primary objective, be written with the intent of gaining employee understanding of the system.
- E) It is the Design-Builder's responsibility to describe to the LA DOTD the rationale for the procedures selected and, if the procedures do not address every provision of this DB Section 113, to explain why the standard is not applicable in a particular situation. The following common pitfalls should be avoided:
 - 1) Too much emphasis placed on creating multiple tiered documents when a simple Quality Plan will suffice;
 - 2) Procedures which are too restrictive;
 - 3) Procedures which are inconsistent;
 - 4) Inordinate emphasis on documentation requirements; and
 - 5) Over commitment to procedures which provide little or no information to assist employees.
- F) The following list of procedures (1 through 22) shall serve as the starting point for defining the Design-Builder's quality management system.
 - 1) A procedure for preparation, control, and distribution of the Quality Plan;
 - 2) Scope;
 - 3) Key personnel;
 - 4) Organizational/technical interfaces;
 - 5) Design input requirements;
 - 6) Design output requirements (deliverables);
 - 7) Design reviews;
 - 8) Louisiana Department of Transportation and Development participation;
 - 9) Levels of responsibility and authority for the following personnel:
 - a) On-site staff;
 - b) Other local office staff;

- c) Executive management; and
- d) The Quality Manager;
- 10) A procedure to control, verify, and validate the design;
- 11) A procedure to control, verify, and validate that construction is performed in accordance with the Contract requirements; the Design-Builder's Project Specifications; and the Design-Builder's Plans, including design assumptions and intent;
- 12) A procedure for document issue, approval, and revision;
- 13) A procedure for verification, storage, and maintenance of LA DOTD-supplied Materials or Equipment;
- 14) A procedure for the identification of (and, where required by Contract, the traceability of) deliverable items, such as, Design Plans, Project Specifications, working plans, and As-Built Plans;
- 15) A procedure for verification and control of computer programs used in design;
- 16) Procedures for inspecting, testing, and calibrating Equipment;
- 17) Procedures for handling nonconformances;
- 18) Procedures for corrective/preventive actions;
- 19) Procedures for handling, storing, packaging, and delivering Contract deliverables;
- 20) Training processes;
- 21) Procedures for internal quality audits; and
- 22) A procedure for management review, including the following:
 - a) The Design-Builder shall identify its standard procedures applicable to the Project. The Design-Builder shall develop Project-specific procedures for all elements of the Project that are important to quality for the Project, but are not addressed adequately by its standard procedures. Both types of procedures shall be included in the Project's Quality Plan.
 - b) The Design-Builder shall effectively implement the quality system and its documented procedures. Implementation shall be demonstrated by internal quality audit reports, trending of nonconformances, records of root cause analysis, records of

corrective and preventive actions, and/or records of how the LA DOTD's complaints were handled.

- c) For the purposes of this DB Section 113, the range and detail of the procedures that form part of the quality system depend on the complexity of the Work, the methods used, and the skills and training needed by personnel involved in carrying out the activity. The procedures shall accurately reflect the Work that is to be accomplished and shall benefit the organization/Project.
- d) Documented procedures may make reference to specifications that define how an activity is performed. Procedures shall describe the process steps of "what" needs to be done and Work instructions shall prescribe "how" it is to be done.

DB 113-2.2.3 Quality Planning

A Project specific Quality Plan is required. There shall be evidence of quality planning that ensures specific Contract/Project requirements have been identified and incorporated into the documented quality system. The LA DOTD's requirements represent the minimum requirements. The Design-Builder shall develop a fully comprehensive plan.

The Design-Builder shall define and document how the requirements for quality will be met. Quality planning shall be consistent with all other requirements of a Design-Builder's quality system and shall be documented in a format to suit the Design-Builder's methods of operation. The Design-Builder shall give consideration to the following activities, as appropriate, in meeting the specified requirements for the Project:

- A) Preparing the Quality Plan;
- B) If the Design-Builder already has a quality management system, blending the unique Project requirements into the quality system by completing the following for this Project:
 - 1) Stating the Project objectives to be obtained;
 - 2) Identifying responsibilities, authorities, and interfaces (both internal and external);
 - 3) Identifying specific procedures, methods, and instructions to be used (standard and Project specific);
 - 4) Identifying inspections, tests, audits, and surveillances to be used;
 - 5) Controlling modifications and change; and
 - 6) Incorporating Project requirements into the standard documents;

- C) Identifying and acquiring any controls, processes, Equipment (including inspection and test Equipment), fixtures, resources, and skills that may be needed to achieve the required quality;
- D) Ensuring the compatibility of the design, production process, installation, service, inspection and test procedures, and applicable documentation. The Design-Builder shall have significant interface obligations and shall describe in its Quality Plan how these obligations shall be met;
- E) Updating, as necessary, QC, inspection, and testing techniques, including the development of new instrumentation;
- F) Identifying suitable verification at appropriate stages;
- G) Clarifying standards of acceptability for all features and requirements, including those which contain a subjective element; and
- H) Identifying and preparing quality records. Quality records are comprised of such documents as audit inspection reports, approved designs, specifications, Plans, calculations, purchase orders, Design Review records, vendor evaluation reports, cumulative progress reports, and audit reports.

DB 113-2.3 Change Order Review

DB 113-2.3.1 General

The Design-Builder shall establish and maintain documented procedures for Change Order review and for the coordination of these activities.

The methodology of the review shall be adequately defined and documented in the procedure(s). The objective is to ensure that all Contract commitments are reviewed and agreed to prior to issue or "execution."

This DB Section 113-2.3 applies to the Contract between the Design-Builder and the LA DOTD.

DB 113-2.3.2 Review

The change review is a process which should begin with the request for change and continues during the Change Order preparation. The review process could be different based on the dollar value and legal framework (i.e., specific to the perceived risk of not doing so).

Change review shall take place for each request for change.

Before submission of a proposal or the acceptance of a Change Order, the proposal shall be reviewed by the Design-Builder to ensure the following:

- A) The requirements are adequately defined and documented. Where no written statement of requirement is available for an order received by verbal means, the Design-Builder shall ensure that the order requirements are agreed to before their acceptance. The identification and documentation of the LA DOTD's requirements is required;
- B) The standard also acknowledges that a written statement of requirements may not always be received from the LA DOTD. Where verbal orders are received from an authorized representative of the LA DOTD, the Design-Builder shall ensure requirements are defined, reviewed, and confirmed in writing. In any case, the Design-Builder shall be responsible to ensure the change requirements are understood and have been agreed to by both parties before acceptance;
- C) Any differences between the Contract or accepted order requirements and those in the proposal are resolved. Differences between a proposal and the requested change shall be reconciled and reviewed for impact and action, clearly and mutually agreed; and
- D) The Design-Builder has the capability to meet the Contract or accepted order requirements. The Design-Builder shall have the capability to fulfill the Project Contract requirements before acceptance of the change order or Amendment. This capability can reside in-house, with Subcontractors, or with subconsultants.

DB 113-2.3.3 Records

Change Order reviews correspondence, meeting minutes, signed documents, and records of negotiation shall be maintained as Project records. Records of negotiations shall also be attached to a Change Order.

Channels for communication and interfaces with the LA DOTD's organization in these Contract matters shall be established and maintained.

DB 113-2.4 Design Control

DB 113-2.4.1 General

The Design-Builder shall establish and maintain documented procedures to control and verify the design of the product in order to ensure that the specified requirements are met.

Design control must be applied to computer programs, spreadsheets, design tables, and other products that provide analytical results which are used to develop or check designs.

The Quality Plan shall detail the roles of the following Design-Builder personnel:

- A) Designer;

- B) Design Manager;
- C) Design Quality Control Manager; and
- D) Responsible Engineer(s).

DB 113-2.4.2 Design and Development Planning

The Design-Builder shall prepare plans for each design and development activity. The plans shall describe or reference these activities and define responsibility for their implementation. The design and development activities shall be assigned to qualified personnel equipped with adequate resources. The plans shall be updated as the design evolves.

The Project design control procedures shall define the technical interfaces among the different groups which provide input to the design process or receive output. The necessary information shall be documented, transmitted, and regularly reviewed. If not defined in these procedures, a separate description shall be required.

DB 113-2.4.3 Design Input

Design input requirements relating to the product, including applicable statutory and regulatory requirements, shall be identified, documented, and reviewed by the Design-Builder for adequacy. Incomplete, ambiguous, or conflicting requirements shall be resolved with those responsible for imposing these requirements.

The Design-Builder shall determine what information is needed and the available sources for information, review all pertinent available data, assure that there is sufficient information to carry out its assignment, and resolve with the LA DOTD and other appropriate authorities any actual or apparent conflicts or inconsistencies in the information so gathered. The information, sources, and decisions shall be documented and treated as a quality record (DB Section 113-2.16).

DB 113-2.4.4 Design Output

The Design-Builder shall document design output and express output in terms that can be verified against design-input requirements and validated (*see* DB Section 113-2.4.7).

Design outputs are usually captured in documents such as Plans, reports, and specifications. The control of these outputs is an integral part of the Design-Builder's document control process.

Output documentation shall be reviewed for compliance with design requirements.

Design output shall comply with the following:

- A) Meet the design input requirements;

- B) Contain or make reference to acceptance criteria; and
- C) Identify those characteristics of the design that are crucial to the safe and proper functioning of the product (e.g., requirements for operating, storing, handling, maintaining, and disposing).

Design output documents shall be reviewed before release.

DB 113-2.4.5 Design Review

At appropriate stages of design, documented reviews of the design results shall be planned and conducted. Participants at each Design Review shall include representatives of all functions concerned with the design stage being reviewed, as well as other specialist personnel as required. Records of such reviews shall be maintained (*see* DB Section 113-2.16).

This element reinforces the principle of qualified staff to perform verification functions. The purpose here is to ensure an unbiased look at the Work output being produced, to verify with a "fresh set of eyes" that the LA DOTD's contractual requirements and needs are being met fully. Reviews shall include consideration of the Project's usability, reliability, maintainability, availability, and operability along with safety, cost, and aesthetics. In reviews it is prudent to address environmental impacts, community impacts, and similar concerns. Note that Design Reviews shall be recorded and retained as quality records. Any computer software used to perform alternative calculations or verify clearances through use of scale models or CADD techniques shall be validated before use for the application made and the validation documented in accordance with DB Section 113-2.16.

In addition to conducting Design Reviews, design verification may include the following activities:

- A) Performing alternative calculations;
- B) Comparing the new design with a similar proven design, if available;
- C) Undertaking tests and demonstrations; and
- D) Reviewing the design-stage documents before release.

DB 113-2.4.6 Design Verification

Design verification is the process of ensuring specified requirements have been met.

At each stage of design development the Design-Builder shall verify that the design stage output meets the design stage input requirements. The design verification measures shall be recorded (*see* DB Section 113-2.16).

The Design-Builder shall establish and the Quality Plan shall include procedures for verifying and documenting that the design output meets the design input requirements. Verification shall include independent checks, tests, and/or reviews.

Verification shall be performed under the direction of the Design Quality Manager.

Designs provided by subconsultants shall be independently verified and documented under the direction of the Design Quality Manager prior to their incorporation into the Work of others.

DB 113-2.4.7 Design Validation

The Design-Builder shall perform design validation to ensure that the Project conforms to defined user needs and/or requirements.

Design validation is the process of ensuring "requirements for a specific intended use are fulfilled." In other words, design validation is conformity with the user's needs rather than only specified requirements. In most cases, the Design-Builder cannot determine if the LA DOTD's "needs" have been fulfilled until the Project is complete and operational.

Design validation seeks to ensure that the final product conforms to the LA DOTD's needs. Design validation follows successful design verification. Validation may only be applicable for electronic, electrical, and/or mechanical components of a Project. Validation is normally performed under defined operating conditions. Validation is normally performed on the final product, but may be necessary in earlier stages prior to Project completion.

Multiple validations may be performed if there are different intended uses.

DB 113-2.4.8 Design Changes

After a design is complete and the Work is ready to be executed, is being executed, or is complete, all subsequent design changes and modifications shall be identified, documented, reviewed, and approved by authorized personnel before their implementation.

The Design-Builder shall establish and include in the Quality Plan procedures how design changes are initiated, reviewed, approved, implemented, and recorded in order to maintain configuration control. Changes may originate at the request of the LA DOTD, internal and external design organizations, and site or field personnel.

The persons authorized to approve design changes shall be identified in the procedures. The mechanism for changes in the design can be detailed as part of the procedure for the original Work or addressed in a specific design change procedure(s). It is important that any proposed changes should be reviewed and approved by the Responsible Engineer that produced the original Work. The degree and nature of control on design changes shall be at least equivalent to that under which the original Work was accomplished. Changes shall be responsive to the

design input and shall be verified and approved. An administrative system shall be in place to ensure that approved changes are documented and provided to holders of the original material in a timely manner. Also, there shall be a documented process that ensures that superseded information is removed from use when the updated document or record is received.

A master list of currently effective documents shall be maintained to reflect design changes approved. A listing of the design changes shall be communicated to the construction site on a timely basis consistent with the progress of construction activities. Under no circumstances shall Work be performed without current knowledge of the approved design changes to be incorporated into the Work product.

DB 113-2.5 Document and Data Control

DB 113-2.5.1 General

The Design-Builder shall establish and maintain documented procedures to control all documents and data that relate to the requirements of this DB Section 113-2.5 including, to the extent applicable, documents of external origin such as standards and the LA DOTD's plans.

The Design-Builder shall be responsible for the establishment and implementation of documented procedures for ensuring all documents essential to the quality of the delivered product or service are properly controlled. This shall include, but is not limited to, contracts, Plans, specifications, master drawing lists or equivalent documents, critical procedures and Work instructions, quality system manuals, Project quality plans, and data (e.g., computer data bases and computer files).

Procedures should recognize that there is a finite life to electronic storage media. Consideration should be made for those "documents" which only exist in the electronic media.

DB 113-2.5.2 Document and Data Approval and Issue

The Design-Builder shall be responsible to see that the documents and data are reviewed and approved for adequacy by authorized personnel prior to issue. A master list or equivalent document control procedure identifying the current revision status of documents shall be established and be readily available to preclude the use of invalid and/or obsolete documents.

The Design-Builder shall be responsible for establishing, documenting, maintaining, and implementing a procedure which clearly defines the process for document review, resolution of comments, and approval authority.

Quality management system documentation shall also be controlled to ensure its proper authorization and distribution.

No construction Work activities shall be accomplished using unreleased, unauthorized, or outdated design documents.

This control shall ensure the following:

- A) The pertinent issues of appropriate documents are available at all locations where operations essential to the effective functioning of the quality system are performed; and
- B) Invalid and/or obsolete documents are promptly removed from all points of issue or use or otherwise assured against unintended use in the following ways:
 - 1) Superseded, revised, and voided documents shall be removed from all Work areas and the employees whose Work is governed by those documents shall be informed of the changes to ensure compliance to the new or revised requirements;
 - 2) A master document list or equivalent shall be maintained to identify the status and current revision of all controlled documents. The master list or equivalent shall be controlled and be available to all holders of controlled documents; and
 - 3) Any obsolete documents retained for legal and/or knowledge-preservation purposes are suitably identified. Superseded, revised, and voided documents can be maintained for legal and/or historic information. However, the documented procedure must describe the method of identifying and storing these documents in a manner that ensures they are not inadvertently used by an unknowing individual. There shall also be a record retention plan for the Design-Builder.

DB 113-2.5.3 Document and Data Changes

The Design-Builder shall identify and include in the Quality Plan the process for the initiation, review, and approval of all document changes prior to issuance of those changes.

Changes to documents and data shall be reviewed and approved by the same functions/organizations that performed the original review and approval unless specifically designated otherwise. If this is not possible then the designated approval authority shall have adequate background and experience upon which to base the decision. The designated functions/organizations shall have access to pertinent background information upon which to base their review and approval.

Where practical, the nature of the change shall be identified in the document or the appropriate attachments.

DB 113-2.6 Procurement and Purchasing

DB 113-2.6.1 General

The Design-Builder shall establish and maintain documented procedures to ensure that purchased services and products conform to specified requirements.

The Design-Builder shall be responsible for establishing, documenting, and maintaining procedures for the evaluation and selection of suppliers, vendors, and Subcontractors. The procedures shall detail the requirements for all important activities, such as, preparation of purchase orders; contracts for services; bid lists; and vendor quality requirements, including, pre-award audits, in-process inspections, and product acceptance.

DB 113-2.6.2 Evaluation of Subcontractors, Suppliers, and Vendors

The Design-Builder shall perform the following functions:

- A) Evaluate and select Subcontractors on the basis of their ability to meet subcontract requirements, including the quality system and any specific QC requirements;
- B) Control the evaluation and selection of suppliers, vendors, and Subcontractors. Procedures, rather than just a statement of policy in the Quality Plan, shall be used;
- C) Describe the evaluation and selection process for suppliers, vendors, and Subcontractors of all tiers and describe the priority of quality in the evaluation and selection criteria in the Quality Plan;
- D) Define the type and extent of control exercised by the Design-Builder over Subcontractors. This shall be dependent upon the type of services or products; the impact of subcontracted Work on the quality of the final product; and, where applicable, on the quality audit reports and/or quality records of the previously demonstrated capability and performance of Subcontractors; and
- E) Establish and maintain quality records of acceptable Subcontractors (*see* DB Section 113-2.16). Records shall be maintained to document the selection, control exercised over, performance, delivery, and quality of all Subcontractors.

The methods the Design-Builder elects to use to control the delivery of the subcontracted service or product may include, but are not limited to the following:

- 1) Design Reviews;
- 2) Shop inspections;
- 3) Receiving inspections;
- 4) Witnessed inspection hold points;

- 5) Issuance of a certificate of compliance or analysis;
- 6) Testing and approval of a prototype or sample;
- 7) Provision and approval of a Quality Plan prior to contract award; and
- 8) Quality system audits.

The procedures shall detail how Subcontractors (including consultants) will be reported to the LA DOTD (DB Section 108-2.3.4).

DB 113-2.6.3 Procurement and Purchasing Data

Procurement and purchasing documents shall contain data clearly describing the service or product ordered, including where applicable:

- A) The type, class, grade, or other precise identification;
- B) The title or other positive identification and applicable issues of specifications; Plans; process requirements; inspection instructions; and other relevant technical data, including, requirements for approval or qualification of products, procedures, processes, Equipment, and personnel; and
- C) The title, number, and issue of the quality system standard to be applied.

The Design-Builder shall review and approve procurement/purchasing documents for adequacy of the specified requirements prior to release.

The documented procedure shall identify how and by whom procurement and purchasing documents are reviewed, how comments are resolved, and who in the organization has the authorization for final approval of the document.

DB 113-2.6.4 Verification of Purchased Service or Product

- A) Design-Builder Verification at Subcontractor's Premises

Where the Design-Builder proposes to verify a purchased product or service at the Subcontractor's premises, the Design-Builder shall specify verification arrangements and the method of product release in the procurement/purchasing documents.

The procurement/purchasing document shall include any requirement for the organization performing verification at its Subcontractor's facilities. The method of verification and release of the product or service shall be specified in advance. This may also mean the purchase order or specifications carry specific instructions on how the process verification will be performed to assure the final product will meet all of the procurement/purchasing requirements.

B) The Louisiana Department of Transportation and Development Verification of Subcontracted Product or Service

Where specified in the Contract, the Design-Builder or the LA DOTD's representative shall be afforded the right to verify at the Subcontractor's premises and the Design-Builder's premises that the subcontracted product or service conforms to specified requirements. Such verification shall not be used by the Design-Builder as evidence of effective control of quality by the Subcontractor.

When specified in the Contract Documents, the LA DOTD shall have the right of access to the Design-Builder and/or Subcontractor facility to inspect, audit, or otherwise verify the specified procurement/purchasing requirements are being fulfilled. The right of access may be extended to authorized personnel and contracted third parties. The Design-Builder is obligated to perform verification actions regardless of what the LA DOTD does. The LA DOTD's verification may not be substituted for the Design-Builder's actions.

Verification by the LA DOTD shall not absolve the Design-Builder of the responsibility to provide acceptable product or service nor shall it preclude subsequent rejection by the LA DOTD.

The Subcontractors shall be responsible for fulfilling all of the specified procurement requirements regardless if the LA DOTD, Design-Builder, or agent thereof performed any tests or inspections. The Design-Builder shall provide the LA DOTD an acceptable product or service regardless of the extent of the LA DOTD's verification. Even if the LA DOTD has performed verification actions at the Design-Builder's facilities, the product may still be rejected if it is not acceptable.

DB 113-2.7 Control of Louisiana Department of Transportation and Development-Supplied Items

The Design-Builder shall establish and maintain documented procedures for the control of verification, storage, and maintenance of any LA DOTD-supplied items provided for incorporation into the supplies or for related activities. Any such item that is lost, damaged, or is otherwise unsuitable for use shall be recorded and reported to the LA DOTD (*see* DB Section 113-2.16).

One of the most significant products provided to the Design-Builder by the LA DOTD is design information in the form of Plans and specifications as well as proprietary information, and these items shall be protected with the same vigilance as any hardware items supplied. Any apparent deficiency or ambiguity shall be identified to the LA DOTD for its necessary action.

The technical characterizations of the site, such as, the boring log or soil report data supplied by the LA DOTD for consideration in designing the structural system for the product are examples of the LA DOTD-supplied products for the structural consultant.

When such items are encountered documented procedures shall exist which detail the receipt/acceptance, storage, and maintenance (preservation) of these items.

When items are considered inadequate for the task required documented procedures shall detail the process used to report such deficiencies to the LA DOTD.

DB 113-2.8 Product Identification and Traceability

Where appropriate, the Design-Builder shall establish and maintain documented procedures for identifying the product by suitable means from receipt and during all stages of production, delivery, and installation.

This means that the Design-Builder shall establish and maintain documented procedures whereby items of Work for which records are to be kept shall be identifiable. Examples of this on a construction site include the numbering of concrete pours in a structure or the establishment of a grid matrix for identifying columns.

The Design-Builder shall include the document title, the unique number, the LA DOTD's name, the Design-Builder's name, the preparer's name, and the date and revision number on all Project deliverables.

The filing and retrieval of operating manuals, certificates of compliance and/or analysis, heat numbers, inspection status, and nonconforming product shall be traceable to the items. Records shall be kept that identify the installed location of the Equipment.

Where and to the extent that traceability is a specified requirement, the Design-Builder shall establish and maintain documented procedures for unique identification of individual product or batches. This identification shall be recorded (*see* DB Section 113-2.5).

The intent of this DB Section 113-2.8 is to ensure the Design-Builder can effectively identify the root cause of a problem and implement effective corrective and preventive actions to resolve and prevent future occurrences of the problem.

DB 113-2.9 Process Control

The Design-Builder shall plan and control the Work and prepare a documented process plan defining how Work is to be carried out. Documentation may be in the form of a narrative, flow chart, or control points.

The Design-Builder shall identify and plan the production, installation, and servicing processes which directly affect quality and shall ensure that these processes are carried out under controlled conditions. Controlled conditions shall include the following:

- A) Documentation of procedures defining the manner of production, installation, and servicing where the absence of such procedures could adversely affect quality. This requirement deals with the planning and control of all Work processes other than design control processes that are critical to the adequacy of the delivered Project;
- B) Establishment and documentation of the method(s) for scheduling, monitoring, and reporting on the status of each significant aspect of the design or other Project tasks. The methods shall be consistent with the size and complexity of the effort. Such schedules shall identify required inputs from others and submittals to the LA DOTD and to relevant government authorities;
- C) An assessment by the Design-Builder of this requirement. The key phrase of this requirement is "where the absence of such procedures could adversely affect quality";
- D) Use of suitable production, installation, and servicing Equipment and a suitable working environment;
- E) Compliance with reference standards/codes, quality plans, and/or documented procedures. Referenced standards shall be available to the people at the location where the Work is to be performed to ensure compliance to the specified requirements;
- F) Monitoring and control of suitable process parameters and product characteristics;
- G) The approval of processes and Equipment, as appropriate. Procedures shall identify who has the responsibility, authority, and expertise for the approval of various processes to ensure their adequacy;
- H) Criteria for workmanship which shall be stipulated in the clearest practical manner (e.g., written standards, representative samples, or illustrations); and
- I) Suitable maintenance of Equipment to ensure continuing process capability.

DB 113-2.10 Inspection and Testing

DB 113-2.10.1 General

The Design-Builder shall establish and maintain documented procedures for inspection and testing activities in order to verify that the specified requirements for the Project are met. The required inspection and testing and the records to be established shall be detailed in the Quality Plan or documented procedures, and shall be consistent with DB Section 112 and the CQAP.

This section shall address inspection/testing methodology, methods of control, documentation, acceptance, and distribution of results.

Written procedures are required. In general, QC inspections shall be performed to written criteria with specified levels of acceptability based on clearly defined accept/reject criteria. Reports shall be signed and dated by QC inspection personnel and results clearly indicated.

The Design-Builder shall establish, document, and maintain procedures for inspection and testing activities.

Quality Control inspection and testing shall be performed in accordance with written procedures developed by the Design-Builder or the proper issue of test procedures issued by industry, government, and/or code bodies available to test personnel.

Verification of compliance with specifications and/or requirements by means of inspection and testing is required at the following times:

- A) On receipt of Materials;
- B) At intermediate stages; and
- C) When Work is completed.

The criteria for compliance are defined in the Contract, as are appropriate sampling and testing requirements.

Checkpoints and hold points (Work that must be inspected and approved by the assigned QC inspector before Work can proceed) shall be clearly established and identified on the Project execution schedule or other suitable means. Quality Control inspection procedures, logistics, and reporting of results shall be clearly defined, developed, and implemented.

DB 113-2.10.2 Incoming Product Inspection and Testing

The Design-Builder shall ensure that incoming product is not used or processed (except in the circumstances described in DB Section 113-2.10.3) until it has been inspected or otherwise verified as conforming to specified requirements. Verification of the specified requirements shall be in accordance with the Quality Plan and/or documented procedures.

The Quality Plan shall include incoming product inspection that shall include, but not be limited to, the following:

- A) Documentation review;
- B) Physical inspection of Materials and/or Equipment;
- C) Identification of items as per the purchase order and shipping list, tag number, or marking;

- D) Verification of quantity and size;
- E) Dimensional checks, when applicable;
- F) Verification of protective coatings, if applicable; and
- G) Examination of item(s) for condition and shipping damage.

The Design-Builder shall maintain an adequate checking and approving procedure to ensure that all its Work, including, the monitoring, testing, and approving of such Work at the head office and on-site, meets the LA DOTD's requirements and the Contract.

In determining the amount and nature of receiving inspection, the Design-Builder shall consider the amount of control exercised at the Subcontractor's premises and the recorded evidence of conformance provided.

DB 113-2.10.3 In-Process Inspection and Testing

The Design-Builder shall provide the following functions:

- A) Inspect and test the product as required by the Quality Plan, CQMP and/or documented procedures; and
- B) Hold the product until the required inspection and tests have been completed or necessary reports have been received and verified.

DB 113-2.10.4 Final Inspection and Testing

The Design-Builder shall jointly conduct all final inspection and testing with the LA DOTD in accordance with the Contract requirements and the Quality Plan, CQAP and/or documented procedures to complete the evidence of conformance of the finished Project to the specified requirements.

The Design-Builder shall have documented procedures to ensure that the final observation and testing where applicable have been completed.

Records of final inspection and tests are required to verify compliance to specified requirements has been achieved (*see* DB Section 113-2.16).

The Quality Plan, CQAP and/or documented procedures for final inspection and testing shall require that all specified inspections and tests, including those specified either on receipt of product or in-process, have been carried out and that the results meet specified requirements.

DB 113-2.10.5 Inspection and Test Records

The Design-Builder shall establish and maintain records which provide evidence that the product has been inspected and/or tested. These records shall show clearly whether the product has passed or failed the inspections and/or tests according to defined acceptance criteria. Where the product fails to pass any inspection and/or test, the procedures for control of nonconforming product shall apply (*see* DB Section 113-2.13).

Inspection and test records for inspections and tests performed by the Design-Builder, the LA DOTD, and/or a third party shall show whether the product has passed or failed according to defined acceptance criteria. A product that fails inspection becomes a nonconforming product. Also, the records shall identify the inspection authority responsible.

DB 113-2.11 Control of Inspection, Measuring, and Test Equipment

DB 113-2.11.1 General

The Design-Builder shall establish and maintain documented procedures consistent with the CQAP to control, calibrate, and maintain inspection, measuring, and test Equipment (including test software) used by the Design-Builder to demonstrate the conformance of product to the specified requirements. Inspection, measuring, and test Equipment shall be used in a manner which ensures that the measurement uncertainty is known and is consistent with the required measurement capability.

Where test software or comparative references, such as test hardware, are used as suitable forms of inspection they shall be checked to prove that they are capable of verifying the acceptability of product prior to release for use during production, installation, or servicing and shall be rechecked at prescribed intervals. The Design-Builder shall establish the extent and frequency of such checks and shall maintain records as evidence of control (*see* DB Section 113-2.16).

Where the availability of technical data pertaining to the measuring Equipment is a specified requirement such data shall be made available when required by the LA DOTD for verification that the measuring Equipment is functionally adequate.

Effective test procedures shall contain comprehensive listings of required Equipment, tools, and apparatus to successfully and conclusively perform the test. Matters of "repeatability" and "reproduceability" shall also be addressed, together with precision of measured results and calibration thresholds of measuring devices.

Comprehensive operations, maintenance, setup, and dimensional arrangements for the measuring, testing devices, and Equipment shall also be included in order to allow for their practical layout and installation at the measuring location. The Design-Builder shall establish, document, and maintain procedures for the control of inspection, measuring, and test equipment.

It shall be the Design-Builder's responsibility through its Quality Manager to assess the Subcontractors (*see* DB Section 113-2.6.2) to ensure the required procedures exist and are implemented.

The Design-Builder shall be responsible for ensuring applicable requirements of this DB Section 113 are addressed.

The Quality Plan shall address the following:

- A) Definition of the responsibility and authority for the inspection, measuring, and test Equipment;
- B) Procedures for selecting measurements, determining accuracy and precision required, and obtaining Equipment which meets those requirements;
- C) Disposition of nonconforming Equipment;
- D) Procedures for identification, maintenance, and storage of measuring Equipment;
- E) Record keeping;
- F) Calibration frequency;
- G) Calibration status including indicators;
- H) Disposition of items checked with Equipment found to be out of calibration; and
- I) Traceability of primary and secondary calibration standards.

DB 113-2.11.2 Control Procedure

The Design-Builder shall provide the following function:

- A) Determine the measurements to be made and the accuracy required, and select the appropriate inspection, measuring, and test Equipment that is capable of the necessary accuracy and precision;
- B) Identify all inspection, measuring, and test Equipment that can affect product quality and calibrate and adjust them at prescribed intervals or prior to use against certified Equipment having a known valid relationship to internationally or nationally recognized standards. Where no such standards exist, the Design-Builder shall document the basis used for calibration;
- C) Develop a master calibration listing indicating the inspection and test Equipment that is used. The log shall include at a minimum the identification number, item description, and required frequency of calibration and accuracy requirements. It is not intended that calibration is required for non precision tools and instruments, such as, measuring tapes, concrete slump cones, rulers, and weld radius gauges;

- D) Define the process employed for the calibration of inspection, measuring, and test Equipment, including, details of equipment type, unique identification, location, frequency of checks, check method, acceptance criteria, and the action to be taken when results are unsatisfactory;
- E) Identify inspection, measuring, and test Equipment with a suitable indicator or approved identification record to show the calibration status;
- F) Maintain calibration records for inspection, measuring, and test Equipment (*see* DB Section 113-2.16);
- G) Assess and document the validity of previous inspection and test results when inspection, measuring, or test Equipment is found to be out of calibration;
- H) Ensure that the environmental conditions are suitable for the calibrations, inspections, measurements, and tests being carried out;
- I) Ensure that the handling, preservation, and storage of inspection, measuring, and test Equipment is such that the accuracy and fitness for use are maintained; and
- J) Safeguard inspection, measuring, and test facilities, including both test hardware and test software, from adjustments which would invalidate the calibration setting.

DB 113-2.12 Inspection and Test Status

The inspection and test status of product shall be identified by suitable means which indicate the conformance or nonconformance of product with regard to the inspection and test performed. The identification of inspection and test status shall be maintained as defined in the Quality Plan and/or documented procedures throughout production, installation, and servicing of the product to ensure that only product that has passed the required inspections and tests is dispatched, used, or installed.

The Design-Builder shall establish, document, implement, and maintain an effective system for identifying and implementing the inspection and test status of Project products and services. The system shall utilize a method to identify conforming, nonconforming, indeterminate, downgraded, scrap, and rejected Material.

Lack of nonconformance identification shall not be an indication of acceptance.

DB 113-2.13 Control of Nonconforming Product

DB 113-2.13.1 General

The Design-Builder shall establish and maintain documented procedures to ensure that product that does not conform to specified requirements is prevented from unintended use or installation.

This control shall provide for identification, documentation, evaluation, segregation (when practical), and disposition of nonconforming product and for notification to the functions concerned.

There shall be documented procedures to assess nonconformance in the Design-Builder's Work and in the work provided by others, including the LA DOTD. The procedures shall safeguard against use of inaccurate or otherwise inappropriate information or data.

The procedures shall identify the individual(s) responsible for verifying the nonconformance, documenting it, processing the documentation in accordance with the procedures, and determining the effective corrective action/preventive action (*see* DB Section 113-2.14) to resolve the nonconformance.

Procedures shall also cover nonconformances which arise during construction. The procedures shall address the situation where it is discovered that Work does not conform to the requirements after the Work item has previously been subjected to the established checking and approval process. The procedures shall also address Work that is discovered or suspected to contain errors or omissions after delivery to the LA DOTD.

Work shall be immediately brought under control to limit the impact it could have on associated Work where it may have been used as input. Procedures shall include methods to inform those to whom the nonconforming Material had been provided as valid information and to retrieve and isolate from use known copies of the Material until a determination can be made about how to proceed. Nonconformances might be manifested as incorrect plans, errors in calculation (numerical or procedural), survey data that might be based on an incorrect benchmark or route, or even a correct design based on superseded specifications.

DB 113-2.13.2 Review and Disposition of Nonconforming Product

The Design-Builder shall define the responsibility for review and authority for the disposition of nonconforming product.

A nonconformance shall be defined as any condition in Equipment, Materials, or processes which does not comply with required Plans, specifications, codes, standards, documentation, records, procedures, or Contract requirements which cause the acceptability of Equipment, Materials, or processes to be unacceptable or indeterminate.

Nonconforming product shall be reviewed in accordance with documented procedures. The review may result in the following:

- A) Rework to meet the specified requirements;
- B) Acceptance with or without repair by consent of the Louisiana Department of Transportation and Development;

- C) Regard for alternative applications; or
- D) Rejection or scrapping.

The procedures shall also address the disposition of nonconforming items and the steps necessary to verify that the nonconformances have been adequately addressed and that the item then be characterized as conforming.

Where required by the Contract, the proposed use or repair of product which does not conform to specified requirements shall be reported for consent by the LA DOTD. The description of the nonconformity that has been accepted and repairs shall be recorded to denote the actual condition (*see* DB Section 113-2.16).

The Design-Builder shall keep and maintain records of nonconforming findings (*see* DB Section 113-2.16). Also, each nonconformance record shall contain all deliberations, retesting, resolution activities, findings, and decisions.

Repaired and/or reworked product shall be re-inspected in accordance with the Quality Plan and/or documented procedures.

Repair shall require the involvement of the LA DOTD, the Designer, and/or an authorized third party to review the condition and determine that although it does not meet the specified requirements, the overall impact is such that the resulting condition is acceptable.

DB 113-2.14 Corrective and Preventive Action

DB 113-2.14.1 General

The Design-Builder shall establish and maintain documented procedures for implementing corrective and preventive action.

This DB Section 113-2.14 encompasses two aspects of dealing with nonconformities. The first is implementation and effectiveness of previously implemented corrective actions.

The second is preventive action, which plays a major role in this requirement. Most procedures addressing corrective action need to include preventive action. The investigation of nonconformances needs to look into three possible causes. They are the product, the process, and the quality system.

These nonconformances may be identified by either internal or external audits or during regular inspections or Design Reviews. The appropriate authority to implement, verify, and review the effectiveness of both preventive and corrective actions shall be identified. Written procedures shall be prepared and implemented to determine the root causes of nonconformances and to

revise existing procedures and Work instructions or to establish new ones to prevent the identified situations that cause or allow nonconformances to develop.

Any corrective or preventive action taken to eliminate the causes of actual or potential nonconformities shall be to a degree appropriate to the magnitude of problems and commensurate with the risks encountered.

The Design-Builder shall implement and record any changes to the documented procedures resulting from corrective and preventive action.

DB 113-2.14.2 Corrective Action

The Design-Builder shall maintain and document a procedure for dealing with complaints ensuring the recording, investigating, and determining of the appropriate corrective action, if any, that shall be taken.

The procedures for corrective action shall include the following:

- A) The effective handling of complaints and reports of product nonconformities;
- B) Investigation of the cause of nonconformities relating to the product, process, and quality system and recording the results of the investigation (*see* DB Section 113-2.16);
- C) Determination of the corrective action needed to eliminate the cause of nonconformities;
- D) Application of controls to ensure that corrective action is taken and that it is effective; and
- E) The tracking of complaints and identified nonconformance and the actions taken to resolve them as an indicator of the effectiveness of the quality system.

Determination and implementation of an effective corrective action requires knowing the root cause of the problem and planning the most effective method of resolving the problem.

Follow-up action shall investigate to see if the corrective action resolved the identified problem and also to ensure the corrective action did not have an undesirable effect on another element of the quality system.

DB 113-2.14.3 Preventive Action

The Design-Builder shall establish, document, and maintain procedures for implementing preventive actions.

The procedures for preventive action shall include the following:

- A) The use of appropriate sources of information, such as processes and Work operations, which affect product quality, concessions, audit results, quality records, service reports, and the complaints to detect, analyze, and eliminate potential causes of nonconformities;
- B) Determination of the steps needed to deal with any problems requiring preventive action;
- C) Initiation of preventive action and application of controls to ensure that it is effective; and
- D) Confirmation that relevant information on actions taken is submitted for management review (*see* DB Section 113-2.1.3).

DB 113-2.15 Handling, Storage, Packaging, Preservation, and Delivery

DB 113-2.15.1 General

The Design-Builder shall establish and maintain documented procedures for handling, storage, packaging, preservation, and delivery of product.

The procedures which shall be developed apply to all parties involved on a Project beginning with the Design-Builder writing the specifications all the way through to the personnel responsible for the start up and turnover of the facility to the LA DOTD. The specific application of the requirements is determined by the function performed: Design-Builder, manufacturer, distributor, vendor, warehousing, Equipment operator, and installer.

The engineer writing the specifications shall be responsible for identifying any special handling, storage, packaging, preservation, and delivery requirements and assuring the requirements are identified in the appropriate Project documents. Procurement shall be responsible for assuring the vendor, distributor, and/or Subcontractors are aware of the requirements and are also aware of their responsibilities to identify all requirements to their Subcontractors.

Procedures shall be developed and implemented for designating which items require special handling, storage, or maintenance. Development of the handling, storage, packaging, preservation, and delivery procedures and Work instructions are affected by the other elements of this DB Section 113 and therefore should be reviewed for applicability and requirement inclusion.

DB 113-2.15.2 Handling

The Design-Builder shall provide methods of handling products that prevent damage or deterioration.

Handling is any physical or electronic movement. Project Materials are usually handled numerous times from producer to installation and start up. Procedures appropriate to the circumstances shall be developed and implemented to assure handling is done in a manner that prevents damage or deterioration of the material/equipment. There shall be assurances that handling requirements are documented and understood.

The procedures shall cover special handling by people and/or machines.

Special handling clothing and precautions shall be identified for all hazardous materials with assurances that only qualified and trained personnel handle the hazardous material. The handling procedures shall include instructions for decontamination and notification of authorities and responsible parties in the event of an accident.

DB 113-2.15.3 Storage

The Design-Builder shall use designated storage areas or stock rooms to prevent damage or deterioration of product pending use or delivery. Appropriate methods for authorizing receipt to and dispatch from such areas shall be stipulated.

In order to detect deterioration the condition of product in stock shall be assessed at appropriate intervals.

Items requiring protection shall be identified and protected as necessary to prevent loss, damage, deterioration, or loss of identification.

Special storage requirements shall be clearly defined for Materials and Equipment which are received on the Project, including, plans, records, and operating manuals. A master list shall be maintained indicating applicable purchase orders, including, quantity, product identification, documentation and records required, receiving inspection requirements, and items requiring special storage or maintenance.

Materials shall be segregated to prevent cross contamination or environmental contamination.

Material with limited shelf life shall be identified and procedures developed and implemented to identify means of assuring usage of Material prior to its expiration date. The procedures shall also identify the disposal of Materials that may be toxic or hazardous or might otherwise have an adverse effect on the environment or on unsuspecting humans.

DB 113-2.15.4 Packaging

The Design-Builder shall control packing, packaging, and marking processes (including materials used) to the extent necessary to ensure conformance to specified requirements.

Engineering or procurement documents shall specify applicable packaging requirements to ensure no damage, contamination, or deterioration occurs in the course of packaging and transporting the Material and Equipment. Procedures/Work instructions shall clearly define all special packing and packaging and marking process requirements (i.e., export crating, moisture barrier, regulatory requirements, climate control, identification, and all Contract requirements).

Labeling of hazardous materials, special handling instructions, and notification of authorities and the Design-Builder shall be clearly and plainly identified on the packaging.

DB 113-2.15.5 Preservation

The Design-Builder shall apply appropriate methods for preservation and segregation of product when the product is under the Design-Builder's control.

Procedures shall include special unpacking instructions, controlled conditions necessary to prevent or deter deterioration of Materials or Equipment, prevention of corrosion and/or contamination, and required servicing.

DB 113-2.15.6 Delivery

The Design-Builder shall arrange for the protection of the quality of product after final inspection and testing. Where contractually specified, this protection shall be extended to include delivery to the destination.

When delivery of Equipment and/or Materials to the job site is the responsibility of the Design-Builder, it shall develop procedures or reference appropriate standards to protect the items during delivery.

DB 113-2.16 Control of Quality Records

The Design-Builder shall establish and maintain documented procedures for identification, collection, indexing, access, filing, storage, maintenance, and disposition of quality records.

Quality records shall be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system. Pertinent quality records from the Subcontractor shall be an element of these data.

Records shall be kept of documents which serve as evidence that quality is achieved in Work on the Project. Records shall be adequately identified, filed, and stored. Retention periods and the storage medium of such records shall be established in accordance with Contract requirements.

All quality records shall be legible and shall be stored and retained in such a way that they are readily retrievable in facilities that provide a suitable environment to prevent damage or

deterioration and to prevent loss. Quality records shall be made available for evaluation by the LA DOTD as per Contract requirements.

The Design-Builder shall develop and implement procedures to store, retrieve, and dispose of the documents required by the quality management system, including, but not limited to, correspondence, certifications, design calculations, Plans, reports of Design Reviews, and audit reports. In storage, whether active Project files or long term archives, documents that are designated as records shall be originals or reproducible copies and shall be legible, accurate, identified, and indexed so they can be associated with specific Projects. Documents shall be retrievable in a timely manner. Storage criteria shall be set to specify allowable storage media and ensure physical protection from damage or loss, which could involve duplicate storage facilities for some types of records.

Management shall identify records necessary to provide objective evidence of Contract review, procedure compliance, Design Review (when applicable), training, and completion and acceptance of inspection and testing or to provide traceability of Equipment or items requiring documentation.

A list of Project-required records shall be developed, retained, and/or turned over to the LA DOTD prior to completing the Work.

DB 113-2.17 Internal Quality Audits

The Design-Builder shall establish and maintain documented procedures for planning and implementing internal quality audits to verify whether quality activities and related results comply with planned arrangements and to determine the effectiveness of the quality system.

Internal quality audits shall be conducted in accordance with sound auditing principles. The frequency of the audits shall be appropriate to the importance and complexity of a Project or corporate operation but shall at least be on a quarterly basis. Audits shall be initiated early enough in the life of a Project to assure effective QC during all phases. The audits shall include Project management as well as technical Work activities.

Internal quality audits shall be carried out by personnel independent of those having direct responsibility for the activity being audited.

The internal quality audit program shall provide verification that the quality system is operating and being implemented as planned. Audits should be conducted on a planned and scheduled basis consistent with the importance of the activities being performed.

The results of the audits shall be recorded (*see* DB Section 113-2.16) and brought to the attention of the personnel having responsibility in the area audited. The management personnel responsible for the area shall take timely corrective action on deficiencies found during the audit.

Follow-up audit activities shall verify and record the implementation and effectiveness of the corrective action taken (*see* DB Section 113-2.16).

The results of internal quality audits shall be reviewed in management review meetings. In accomplishing management review the results of internal audits and their attendant corrective action status shall be reviewed for adequacy and effectiveness.

Auditor qualifications shall be established and documented by the Design-Builder. Staff assigned auditing tasks shall be qualified accordingly with qualification records maintained as quality records. Auditing need not be a full time assignment but staff assigned auditing tasks shall have no direct responsibilities for the function or Work they audit.

Audits shall be carefully planned and executed to avoid or minimize disruption of the audited activity. Results shall be provided promptly to personnel responsible for the audited activity and their management. Corrective action shall be developed to identify the root causes and to institute measures to prevent the types of deficiencies identified in the audit. Corrective actions shall be monitored through review of documents, surveillance, or follow-up audits. These actions should be conducted in a timely manner to determine the effectiveness of corrective action that is implemented. Records of corrective actions should be kept together with the respective audit records.

Records of internal audits shall be maintained by the Design-Builder.

DB 113-2.18 Training

The Design-Builder shall establish and maintain documented procedures for identifying training needs and provide for the training of all personnel performing activities affecting quality. Personnel performing specific assigned tasks shall be qualified on the basis of appropriate education, training, and/or experience, as required. Appropriate records of training shall be maintained (*see* DB Section 113-2.16).

The Design-Builder shall establish documented procedures and records to ensure that the skills and professional judgment of its personnel are developed appropriately for their intended roles through training and/or the recorded accumulation of experience, with systematic reviews of their competence at determined levels, and before any deployment of new roles.

Training shall focus on improving competency and skill for those performing activities that materially impact quality.

Procedures established shall include the following:

- A) Position descriptions defining the requirements of the various positions required in conducting activities affecting quality;

- B) Personnel records documenting each person's experience and current education and training accomplished, both formal and informal, relative to current or projected position assignments;
- C) Documented evaluation of that experience and training, including a determination of what training is required to become fully qualified for the activities to which the person is intended to be assigned;
- D) A documented plan to accomplish the training deficiency;
- E) Records documenting accomplishment of that training; and
- F) Education, experience, and licensure used as a basis for qualifications of individuals, which should be verified.

All qualification and training records are quality records and shall be maintained accordingly (DB Section 113-2.16).

Project personnel shall be trained in all the special Project procedures applicable to their Work.

Craft journeymen with special skills need not be trained but their competency shall be verified and a record maintained of the verification.

DB 113-2.19 Servicing

Where servicing is a specified requirement, the Design-Builder shall establish and maintain documented procedures for performing, verifying, and reporting that the servicing meets the specified requirements.

The requirement of this DB Section 113-2.19 is applicable only where it is specified in a Contract.

Should such a requirement exist the Design-Builder shall document procedures which detail the methodologies to be used while performing the service, how compliance to these operations and the LA DOTD's requirements are verified, and the agreed upon method of reporting compliance of service operations to Contract requirements.

With respect to the design perspective this requirement deals with the service rendered to the LA DOTD during the defects liability period, if any.

DB 113-2.20 Statistical Techniques

DB 113-2.20.1 Identification of Need

The Design-Builder shall identify the need for statistical techniques required for establishing, controlling, and verifying process capability and product characteristics consistent with the CQAP.

The Design-Builder shall review its operations for activities which may benefit from the use of statistical techniques as a means of establishing a level of control, the maintenance of an existing level of performance, and the verification of performance. The needs assessment could include determining an activity impact on cost, time management/utilization, and quality of deliverables. It could also identify areas where the application of statistics would provide an indication of variation, activities efficiencies, and deviation control.

DB 113-2.20.2 Procedures

The Design-Builder shall establish and maintain documented procedures to implement and control the application of the statistical techniques identified pursuant to DB Section 113-2.20.1.

Should the need for statistical programs be established the Design-Builder shall document procedures detailing the methods to be applied.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932

REQUEST FOR PROPOSALS

CONTRACT DOCUMENTS

DB SECTION 114

FEDERAL REQUIREMENTS



DB SECTION 114

FEDERAL REQUIREMENTS

DB 114-1 REQUIREMENTS FOR FEDERAL AID PARTICIPATION PROJECTS

The Design-Builder shall comply and require its Subcontractors to comply with all federal requirements applicable to transportation projects that receive federal credit or funds, including those set forth in DB Appendix 114A – Federal Requirements Appendix. In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal requirements shall prevail, take precedence, and be in force over and against any such conflicting provisions.

DB 114-2 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION IN FEDERAL-AID CONSTRUCTION CONTRACTS

This project is a Disadvantaged Business Enterprise (DBE) goal project. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Design-Build Contracts contained in Appendix 114A, the DBE goal for approved subcontracting work on this Project is 5% of the total Lump Sum Contract Price. The Design-Builder shall submit LA_DOTD Form OMF-1A (DB) (Request to Sublet) and have it approved by the LA DOTD before any subcontract work is done on the Project. Only those businesses certified by the LA DOTD as DBEs may be utilized in fulfillment of the DBE goal requirement. Such businesses are those certified by the Louisiana Unified Certification Program on the basis of ownership and control by persons found to be socially and economically disadvantaged in accordance with Section 8(a) of the Small Business Act, as amended, and Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).

DB 114-3 NON-DISCRIMINATION; EQUAL OPPORTUNITY

The Design-Builder shall not, and shall cause the Subcontractors to not, discriminate on the basis of race, color, national origin, or sex in the performance of the Work under the Contract Documents. The Design-Builder shall carry out, and shall cause the Subcontractors to carry out, applicable requirements of 49 CFR Part 26. Failure by the Design-Builder to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LA DOTD deems appropriate (subject to the Design-Builder's rights to notice and opportunity to cure set forth in this Contract).

The Design-Builder shall include this DB Section 114-3 in every subcontract (including purchase orders and in every subcontract of any Affiliate for the Work), and shall require that they be

included in all subcontracts at lower tiers, so that such provisions will be binding upon each Subcontractor.

The Design-Builder confirms for itself and all Subcontractors that Design-Builder and each Subcontractor has an equal employment opportunity policy ensuring Equal Employment Opportunity (EEO) without regard to race, color, national origin, sex, age, religion, or handicap, and that Design-Builder and each Subcontractor maintains no employee facilities segregated on the basis of race, color, religion, or national origin. The Design-Builder shall comply with all applicable laws relating to EEO and nondiscrimination and shall require its Subcontractors to comply with such provisions, including those set forth in the Required Contract Provisions for Federal-Aid Construction Contracts and the LA DOTD's Supplemental Specifications for Female and Minority Participation in construction which are both included in Appendix 114A.

DB 114-4 PREVAILING WAGES

The Design-Builder shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act, and as provided in Appendix 114A. The Design-Builder shall comply and cause its Subcontractors to comply with all laws pertaining to prevailing wages.

It is the Design-Builder's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Contract is in effect, the Design-Builder shall bear the cost of such changes and shall have no claim against the LA DOTD on account of such changes. Without limiting the foregoing, no claim will be allowed which is based upon the Design-Builder's lack of knowledge or a misunderstanding of any such requirements or the Design-Builder's failure to include in the Lump Sum Contract Price adequate increases in such wages over the duration of this Contract.

The Design-Builder shall comply and cause its Subcontractors to comply with all laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements, and of prevailing wage rates.

DB 114-5 BUY AMERICA PROVISIONS

Pursuant to the "Buy America Provisions" of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current FHWA regulation 23 CFR 635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) amendment to (STAA), all steel and iron materials permanently installed on this project shall be manufactured, including application of a coating, in the United States, unless a waiver of these provisions is granted. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. The

request for waiver must be presented in writing to the LA DOTD by the Design-Builder. Such waiver may be granted if it is determined that:

- A) The application of Buy America Provisions would be inconsistent with the public interest or
- B) Such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

Minimal use of foreign steel and iron materials will be allowed without waiver provided the cost of these materials does not exceed 0.1 percent of the Lump Sum Contract Price or \$2,500, whichever is greater; however, the Design-Builder shall make written request to the LA DOTD's Construction Engineering Administrator for permission to use such foreign materials and shall furnish a listing of the materials, their monetary value, and their origin and place of production.

The burden of proof for the origin and place of production and any request for waiver is the responsibility of the Design-Builder.

Prior to the use of steel and iron materials in the project, the Design-Builder shall furnish Mill Test Reports to the LA DOTD's Project Manager for such steel and iron materials, accompanied by a certification stating that the Mill Test Reports represent the steel and iron materials to be furnished and that such materials were produced and fabricated in the United States.

Pig iron and processed, pelletized, and reduced iron ore are exempt from the Buy America Provisions.

DB 114-6 PARTICIPATION IN JOB TRAINING

If the Design-Builder desires to participate in job training, as provided by the LA DOTD's Supplemental Specifications for On-the-Job Training which is included in Appendix 114A, the Design-Builder shall submit a written request to the Department's Project Manager with a copy to the Compliance Program Section.

According to the design formula, the number of potential trainees has been established as one. For the purposes of reimbursement, this number of trainees has been translated into an estimated one thousand trainee hours. The pay item for Trainee Reimbursement will be established in the Contract in accordance with the Supplemental Specifications for On-The-Job Training in Appendix 114A and the above hours.

Should the design formula not indicate that the Contract could support training, the Design-Builder may still train upon the approval of the LA DOTD.

DB 114-7 FEDERAL-AID PARTICIPATION

When the United States government participates in the cost of the Work covered by the Contract, the Work shall be under the supervision of the State through the LA DOTD, but subject to inspection and approval of the proper official of the United States government, in accordance with applicable federal statutes, and rules and regulations pursuant thereto. Such inspection shall not make the federal government a party to the Contract and will not interfere with the rights of either party thereunder.

STATE OF LOUISIANA

US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT

ST. MARY PARISH

STATE PROJECT NO. H.004932
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REQUEST FOR PROPOSALS

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APPENDIX 114A

FEDERAL REQUIREMENTS APPENDIX



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ATTACHMENT A

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

REQUIRED PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL. — The Work herein proposed will be financed in whole or in part with federal funds, and therefore all of the statutes, rules, and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to such Work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Attachment A – Louisiana Department of Transportation and Development Required Provisions for Federal-Aid Construction Projects." When utilized in the "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," the following terms will have the following meanings:

- A) "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA" shall be construed to mean LA DOTD or its authorized representative, including the Department's Project Manager;
- B) "Contractor," "prime contractor," "bidder," or "prospective primary participant" shall be construed to mean the Design-Builder or its authorized representative, including any of its Key Personnel;
- C) "Contract" or "prime contract" shall be construed to mean the Design-Build (DB) Agreement between Design-Builder and LA DOTD for the Project, including all of the Contract Documents referenced therein;
- D) "Subcontractor," "supplier," "vendor," "prospective lower tier participant," or "lower tier subcontractor" shall be construed to mean any Subcontractor or Supplier; and
- E) "Department," "agency," or "department or agency entering into this transaction" shall be construed to mean the LA DOTD, except where a different department or agency is specified.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the Contract for this Work that each Proposer file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such Contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in

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restraint of free competitive bidding in connection with the submitted Proposal. A form to make the non-collusion affidavit statement required by 23 U.S.C. 112 is included in the Request for Proposals (RFP). (*See* Instructions to Proposers, Appendix C – Proposal Forms, Form of Proposal.)

CONVICT PRODUCED MATERIALS

- A) Federal Highway Administration federal-aid projects are subject to 23 Code of Federal Regulations (CFR) 635.417, entitled "Convict produced materials."
- B) Materials produced after July 1, 1991, by convict labor may only be incorporated in a federal-aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison; or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects, and the cumulative annual production amount of such materials for use in federal-aid highway construction does not exceed the amount of such materials produced in such project for use in federal-aid highway construction during the 12 month period ending July 1, 1987.

ACCESS TO RECORDS

- A) As required by 49 CFR 18.36(i)(10), the Design-Builder and its Subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of the Design-Builder and Subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof.
- B) The Design-Builder agrees to include this section in each subcontract at each tier, without modification except as appropriate to identify the Subcontractor that will be subject to its provisions.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in

lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of

1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and

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explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do

the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women

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who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within

the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be

classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be

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paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

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current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under

section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

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addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor

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withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an

employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized

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representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any

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statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA

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approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless

authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT B

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**REQUIRED CONTRACT PROVISIONS FOR
DBE PARTICIPATION IN FEDERAL AID DESIGN-BUILD CONTRACTS
(DBE GOAL PROJECT)**

A. AUTHORITY AND DIRECTIVE: The Code of Federal Regulations, Title 49, Part 26 (49 CFR Part 26) as amended and the Louisiana Department of Transportation and Development's (DOTD) Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference into this contract. Copies of these documents are available, upon request, from DOTD Compliance Programs Office, P.O. Box 94245, Baton Rouge, LA 70804-9245.

B. POLICY: It is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or sex in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of failure to carry out the approved DBE program, the US DOT may impose sanctions as provided for under 49 CFR Part 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

C. DBE OBLIGATION: The design-builder, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The design-builder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the design-builder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DOTD deems appropriate.

The preceding policy and DBE obligation shall apply to this design-build contract and shall be included in the requirements of any subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract, a deduction from the contract funds due or to become due the design-builder or other such remedy as DOTD deems appropriate. The design-builder is encouraged to use the services offered by banks in the community which are owned and controlled by

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minorities or women when feasible and beneficial. The term DBE is inclusive of women business enterprises (WBE) and all obligations applicable to DBE shall apply to firms certified and listed as WBE.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS: The design-builder that is awarded this contract and all subcontractors are hereby advised that failure to carry out the requirements set forth above and in Section G shall constitute a breach of contract and, after notification by DOTD may result in action taken by DOTD as specified in Heading G(6) below. Failure to comply with the DBE requirements shall include but not be limited to failure to meet the established goal and/or failure to submit documentation of good faith efforts; failure to exert a reasonable good faith effort (as determined by DOTD) to meet established goals; and failure to realize the DBE participation set forth on approved Form CS-6AAA (DB) and attachments. The utilization of DBE is in addition to all other equal opportunity requirements of the contract. The design-builder shall include the provisions in Sections B, C and D of these provisions in subcontracts so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

E. ELIGIBILITY OF DBE: The DOTD maintains a current list containing the names of firms that have been certified as eligible to participate as DBE on US DOT assisted contracts. This list is not an endorsement of the quality of performance of the firm but is simply an acknowledgment of the firm's eligibility as a DBE. Only DBE listed on this list may be utilized to meet the established DBE goal for these projects.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS: DBE participation toward attainment of the goal will be credited on the basis of total subcontract prices agreed to between the design-builder and subcontractors for the work or portions of work being sublet as reflected on Form CS-6AAA (DB) and attachments, in accordance with the DOTD DBE Program, and the following criteria.

- (1) Credit will only be given for use of DBE that are certified by the Louisiana Unified Certification Program. Certification of DBE by other agencies is not recognized.
- (2) The total value of subcontracts awarded for construction and services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. The design-builder is responsible for ensuring that the goal is met using DBE that perform a commercially useful function.

The design-builder shall operate in a manner consistent with the guidelines set forth in the DOTD DBE Program. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising, and performing the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 as amended, and the DOTD DBE Program, and when the DBE receives due compensation as agreed upon for

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the work performed. To determine whether a DBE is performing a commercially useful function, the DOTD shall evaluate the work subcontracted in accordance with the DOTD DBE Program, industry practices and other relevant factors. When an arrangement between the design-builder and the DBE represents standard industry practice, if such arrangement erodes the ownership, control or independence of the DBE, or fails to meet the commercially useful function requirement, the design-builder will not receive credit toward the goal.

(3) A DBE design builder may count only the contract amount toward DBE participation for work he/she actually performs and for which he/she is paid. Any subcontract amounts awarded to certified DBE by a DBE prime will also be credited toward DBE participation provided the DBE subcontractor performs a commercially useful function.

(4) A design-builder may count toward the DBE goal 100 percent of verified delivery fees paid to a DBE trucker. The DBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned by the DBE trucker. No credit will be counted for the purchase or sale of material hauled unless the DBE trucker is also a DOTD certified DBE supplier. No credit will be counted unless the DBE trucker is an approved subcontractor.

(5) A design-builder may count toward the DBE goal that portion of the dollar value with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture. Such crediting is subject to a favorable DOTD review of the joint venture agreement. The joint venture agreement shall include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific items of work.
- b. Capital participation by the DBE.
- c. Specific equipment to be provided to the joint venture by the DBE.
- d. Specific responsibilities of the DBE in the control of the joint venture.
- e. Specific manpower and skills to be provided to the joint venture by the DBE.
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

(6) A design-builder may count toward the DBE goal only expenditures for materials and supplies obtained from DBE suppliers and manufacturers in accordance with the following:

- a. The DBE supplier assumes actual and contractual responsibility for the provision

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of materials and supplies.

- b. The design-builder may count 100 percent of expenditures made to a DBE manufacturer provided the DBE manufacturer operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the design-builder.
- c. The design-builder may count 60 percent of the expenditures to DBE suppliers who are regular dealers but not manufacturers, provided the DBE supplier performs a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory, and selling materials regularly to the public. Dealers in bulk items such as steel, cement, aggregates and petroleum products are not required to maintain items in stock, but they must own or operate distribution equipment. The DBE supplier shall be certified as such by DOTD.
- d. A DBE may not assign or lease portions of its supply, manufactured product, or service agreement without the written approval of the DOTD.

(7) A design-builder may count toward the DBE goal reasonable expenditures to DBE firms including fees and commissions charged for providing a bona fide service; fees charged for hauling materials unless the delivery service is provided by the manufacturer or regular dealer as defined above; and fees and commissions for providing any bonds or insurance specifically required for the performance of the contract.

(8) The design-builder will not receive credit if the design-builder makes direct payment to the material supplier. However, it may be permissible for a material supplier to invoice the design-builder and DBE jointly and be paid by the design-builder making remittance to the DBE firm and material supplier jointly. Prior approval by DOTD is required.

(9) The design-builder will not receive credit toward the DBE goal for any subcontracting arrangement contrived to artificially inflate the DBE participation.

G. DOCUMENTATION AND PROCEDURE: This project has specific DBE goal requirements set forth in the design-build contract. The design-builder hereby certifies that:

(1) The goal for DBE participation prescribed in the design-build contract shall be met or exceeded and arrangements will be made with certified DBE or good faith efforts made to meet the goal will be demonstrated.

(2) Affirmative actions have been taken to seek out and consider DBE as potential subcontractors. The design-builder shall contact DBE to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain, on

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file, proper documentation to substantiate their good faith efforts

(3) Form CS-6AAA (DB) and "Attachment to Form CS-6AAA (DB)" shall be submitted by the design-builder at least 45 days prior to the work being performed by each DBE performing work under the contract. Submittals **must** be entered online at <http://www.dotd.la.gov/administration/compliance/cs6aaa/home.aspx> within 45 days of the subcontractor starting work. If necessary, the Good Faith Efforts Documentation Form will also be filled out online at this time. Once reviewed and after the Form CS-6AAA (DB) and attachments are approved, an email will be sent back to the design-builder to obtain the required signatures. After signatures are obtained, the original forms must then be received by the DOTD Compliance Programs Office within 30 days of the subcontractor starting work.

- a. The names of DBE subcontractors that will actually participate in meeting the contract goal; and
- b. A complete description of the work to be performed by the DBE; and
- c. The total dollar value of work that can be credited toward the contract goal; and
- d. Any assistance to be provided to the DBE; and
- e. The original signature of each DBE and the design-builder attesting that negotiations are in progress and that it is the intention of the parties to enter into a subcontract within 30 calendar days.

It shall be the design-builder's responsibility to ascertain the certification status of designated DBEs. The certification status will be determined as of the date of submission of Form CS-6AAA (DB) and attachments. An extension of time for submittal of Form CS-6AAA (DB) and attachments will not be granted. Questionable technical points will be cleared with the DOTD Compliance Programs Office within the time period allowed. If the documentation required is not provided in the time and manner specified, DOTD will take the actions specified in Heading (6) below.

(4) If the design-builder is not able to meet the DBE goal, the DBE firms that can meet a portion of the goal shall be listed on the form CS-6AAA (DB). Form CS-6AAA (DB) and attachments shall be completed and submitted in accordance with Heading (3) above. Form CS-6AAA (DB) shall indicate the DBE participation which has been secured along with documentation of good faith efforts. The design-builder shall document and submit justification stating why the goal could not be met and demonstrate the good faith efforts as shown in Section J.

For consideration, good faith efforts shall include the requirements listed in these provisions as well as other data the contractor feels is relevant.

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(5) Form CS-6AAA (DB) and attachments, and documentation of good faith efforts, when appropriate, will be reviewed by DOTD. The information provided shall be accurate and complete.

(6) Unless good faith efforts is established, a design-builder's failure, neglect, or refusal to submit Form CS-6AAA (DB) and attachments committing to meet or exceed the DBE goal within the specified time frame shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract; a deduction from the contract due or to become due the design-builder; or other such remedy as DOTD deems appropriate. The DOTD DBE Oversight Committee will review the design-builder's reasons for not meeting these DBE Provisions and make a determination.

(7) The design-builder has the right to appeal the DOTD's findings and rulings to the DOTD Chief Engineer. The design-builder may present information to clarify the previously submitted documentation. The decision rendered by the DOTD Chief Engineer will be administratively final. There shall be no appeal to the US DOT.

H. POST AWARD COMPLIANCE

(1) If the contract is awarded and subsequently executed, such award and execution will not relieve the design-builder of the responsibility to continue exerting good faith efforts. The design-builder shall submit documentation of good faith efforts <http://www.dotd.la.gov/administration/compliance/cs6aaa/home.aspx> with requests to sublet prior to approval of subcontracting work being performed on the project.

(2) The design-builder shall establish a program which will effectively promote increased participation by DBE in the performance of contracts and subcontracts. The design-builder shall also designate and make known to the DOTD a liaison officer who will be responsible for the administration of the design-builder's DBE program.

(3) The design-builder shall enter into subcontracts or written agreements with the DBE identified on Form CS-6AAA (DB) and attachments for the kind and amount of work specified. The subcontracting requirements of the contract will apply. The design-builder shall submit copies of subcontracts or agreements with DBE to DOTD upon request.

(4) The design-builder shall keep each DBE informed of the construction progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract work.

(5) At any point during the project when it appears that the scheduled amount of DBE participation may not be achieved, the design-builder shall provide evidence

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demonstrating how the goal will be met.

(6) If the design-builder is unable to demonstrate to the DOTD's satisfaction that it failed to achieve the scheduled DBE participation and that good faith efforts have been used to obtain the scheduled contract participation, the DOTD may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

(7) When the DOTD has reason to believe the design-builder, subcontractor, or DBE may not be operating in compliance with the terms of these DBE provisions, to include, but not be limited to the encouragement of fronting, brokering, or not providing a commercially useful function, the DOTD will conduct an investigation of such activities with the cooperation of the parties involved. If the DOTD finds that any person or entity is not in compliance, the DOTD will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.

At the option of the DOTD, the person or entity may be allowed a specified time to correct the deficiencies noted and to achieve compliance. In the event that the person or entity cannot achieve compliance, or fails or refuses to do so, the DOTD reserves the right to initiate action against the design-builder which may include but not be limited to terminating the contract; withholding payment equal to the shortfall amount until corrective action is taken; or other action the DOTD deems appropriate. The design-builder has the right to appeal the DOTD's finding and rulings to the DOTD Chief Engineer. The decision rendered by the DOTD Chief Engineer will be administratively final.

The design-builder may present additional information to clarify that previously submitted. Any new information not included in the original submittal will not be used in the final determination. The decision rendered by the DOTD Chief Engineer will be administratively final.

(8) To ensure that the obligations under subcontracts awarded to subcontractors are met, the DOTD will review the design-builder's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The design-builder shall promptly pay subcontractors and suppliers, including DBE, their respective subcontract amount within 14 calendar days after the design-builder receives payment from DOTD for the work satisfactorily performed by the subcontractors in accordance with Louisiana Revised Statute 9:2784. The design-builder shall provide the DBE with a full accounting of any deductions made from the DBE's payment at the time the check is delivered. Retainage may not be held by the design-builder. Delay or postponement of payment to the subcontractor may be imposed by the design-builder only when there is evidence that the subcontractor has failed to pay its labor force and suppliers for

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materials received and used on the project. Delay or postponement of payment must have written approval by the Project Manager. Failure to promptly pay subcontractors or to release subcontractors' retainage shall constitute a breach of contract and after notification by the DOTD may result in (1) a deduction from the contract funds due or to become due the design-builder, (2) disqualification of a design-builder as a proposer or bidder on future projects, or (3) any other such remedy under the contract as DOTD deems appropriate. All subcontracting agreements made by the design-builder shall include the current payment to subcontractors' provisions as incorporated in the contract. All disputes between design-builders and subcontractors relating to payment of completed work or retainage shall be referred to the DBE Oversight Committee. Members of the DBE Oversight Committee are: a designee by the Chief Engineer; the DOTD Compliance Programs Director; and an FHWA Division Representative.

(9) The design-builder shall submit DOTD Forms OMF-1A (DB), Request to Sublet and OMF-2A (DB), Subcontractor's EEO Certification. These forms shall be approved by DOTD before any subcontract work is performed.

(10) DOTD reserves the right to withhold any payment from the design-builder when it is determined that a DBE is not performing a commercially useful function or that achievement of the goal is in jeopardy. Payment may be withheld in the amount of the DBE goal that is in jeopardy until either the design-builder submits to DOTD a revised plan for achieving the contract goal and the plan is approved, or the DBE goal amount in question has been met.

(11) The DOTD will monitor the design-builder's DBE involvement during the contract, the level of effort by the design-builder in meeting or exceeding the goal requirements in the contract, the design-builder's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the design-builder has failed to meet the DBE goal and has not demonstrated good faith efforts or obtained a waiver or reduction of the goal, DOTD will withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

I. SUBSTITUTIONS OF DBE FIRMS

(1) The design-builder shall conform to the scheduled amount of DBE participation.

(2) Contract work designated to be performed by the DBE on Form CS-6AAA (DB) and attachments shall be performed by the designated DBE or DOTD approved substitute. Substitutions of named DBE shall be approved in writing by the DOTD Compliance Programs Section. Substituted DBE shall not commence work until the design-builder is able to demonstrate that the listed DBE is unable to perform because of default, overextension on other jobs, or other acceptable justification. It is not intended

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that a design-builder's ability to negotiate a more advantageous contract with another subcontractor be considered a valid basis for change. Substitution of DBE will be allowed only when the DBE is unable to perform due to default, overextension on other jobs, or other similar justification. Evidence of good faith efforts exerted by the design-builder shall be submitted to DOTD for approval. Work eliminated from the project will not diminish the design-builder's DBE participation.

(3) Under no circumstances will a design-builder perform work originally designated to be performed by a DBE without prior written approval from the DOTD Compliance Programs Section.

(4) When a listed DBE is unwilling or unable to perform the items of work specified in the Form CS-6AAA (DB) and attachments, the design-builder shall immediately notify the DOTD Compliance Programs Section.

When a design-builder's request to be relieved of the obligation to use the named DBE results in a DBE Goal shortfall, the design-builder shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to the DOTD for approval using Form OMF-1A, Request to Sublet, prior to proceeding with the work.

If the design-builder is unable to replace a defaulting DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other work to DBE for the purpose of meeting the goal. The DOTD Compliance Programs Section will determine if the design-builder made an acceptable good faith effort in awarding work to DBE firms. Any disputes concerning good faith efforts will be referred to the DBE Oversight Committee. The DOTD Compliance Programs Section may allow a waiver or adjustment of the goal as may be appropriate, depending on individual project circumstances.

J. GOOD FAITH EFFORTS: Good faith efforts are required by the design-builder when the DBE goals established for a contract are not met, or at any time during the contract when achievement of the DBE goal is in jeopardy. It is the design-builder's responsibility to provide sufficient evidence for DOTD to ascertain the efforts made. The design-builder shall demonstrate good faith efforts to maximize participation by DBE during the life of the contract. Good faith efforts include personal contacts, follow-ups and earnest negotiations with DBE. DOTD will consider, at a minimum, the following efforts as relevant, although this listing is not exclusive or exhaustive and other factors and types of efforts may be relevant:

(1) Efforts made to select portions of the work to be performed by DBE in order to increase the likelihood of achieving the stated goal. It is the design-builder's

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responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of work or materials consistent with the availability of DBE subcontractors and suppliers to assure meeting the goal for DBE participation. Selection of portions of work are required to at least equal the DBE goal in the contract.

(2) Written notification at least 14 calendar days prior to the electronic submission of Form CS6-AAA (DB) and attachments, as required in Heading G(3), which solicits a reasonable number of DBE interested in participation in the contract as a subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The design-builder shall provide notice to a reasonable number of DBE that their interest in the contract is being solicited, with sufficient time to allow the DBE to participate effectively. The design-builder shall seek DBE in the same geographic area from which it generally seeks subcontractors for a given project. If the design-builder cannot meet the goal using DBE from the normal area, the design-builder shall expand its search to a wider geographic area.

(3) Demonstrated efforts made to negotiate in good faith with interested DBE for specific items of work include:

- a. The names, addresses and telephone numbers of DBE contacted. The dates of initial contact and whether initial solicitations of interest were followed-up personally, by mail, or by phone to determine the DBE interest.
- b. A description of the information provided to DBE regarding the nature of the work, the plans and specifications and estimated quantities for portions of the work to be performed.
- c. A statement of why additional agreements with DBE were not reached.
- d. Documentation of each DBE contacted but rejected and the reasons for rejection. All bids and quotations received from DBE subcontractors whether verbal or written, and the design-builder's efforts to negotiate a reasonable price shall be submitted. Rejecting a DBE's bid because it was not the lowest quotation received will not be a satisfactory reason without an acceptable explanation of how it was determined to be unreasonable. A statement that the DBE's quotation was more than the design-builder's price proposal for an item or items will not be acceptable.
- e. Copies of all bids and quotations received from DBE subcontractors and an explanation of why they were not used.
- f. Scheduling meetings to discuss proposed work or to walk the job-site with DBE.
- g. Informing DBE of any pre-bid conferences scheduled by the DOTD.

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- h. Assisting DBE in obtaining bonding, insurance, or lines of credit required by the design-builder.
- i. Evidence of DBE contacted but rejected as unqualified, accompanied by a reason for rejection based on a thorough investigation of the DBEs capabilities.
- j. Any additional information not included above which would aid the DOTD in evaluation of the design-builder's good faith efforts.

(4) The following are examples of actions that will not be accepted as justification by the design-builder for failure to meet DBE contract goals:

- a. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
- b. Rejection of a DBE bid or quotation based on price alone.
- c. Failure to contract with a DBE because the DBE will not agree to perform items of work at the unit price bid.
- d. Failure to contract with a DBE because the design-builder normally would perform all or most of the work in the contract.
- e. Rejection of a DBE as unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Failure to make more than mail solicitations.

K. RECORD KEEPING REQUIREMENTS: The design-builder shall keep such records as are necessary for the DOTD to determine compliance with the DBE contract obligations. These records shall include the names of subcontractors, including DBE; copies of subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, and procurement; and documentation of correspondence, verbal contacts, telephone calls, and other efforts to obtain services of DBE. When requested, the design-builder shall submit all subcontracts and other financial transactions executed with DBE in such form, manner and content as prescribed by DOTD. The DOTD reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any design-builder, subcontractor, or DBE.

L. REPORTING REQUIREMENTS: The design-builder shall submit monthly reports on DBE involvement. At the conclusion of each month the design-builder shall submit the Form CP-1A (DB), DESIGN-BUILDER'S MONTHLY DBE PARTICIPATION, to the project manager to verify actual payments to DBE for the previous month's reporting period. These reports will be required until all DBE subcontracting activity is complete or the DBE Goal has been achieved. Reports are required regardless of whether or not DBE activity has occurred in the monthly reporting period.

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Upon completion of all DBE participation, the design-builder shall submit the Form CP-2A (DB), DBE FINAL REPORT, to the DOTD Compliance Programs Section with a copy to the project manager detailing all DBE subcontract payments. When the actual amount paid to DBE is less than the subcontract amount, a complete explanation of the difference is required. If the DBE goal is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of payments to the design-builder until the reports are submitted. All payments due subcontractors which affect DBE goal attainment, including retainage, shall be paid by the design-builder before the DOTD releases the final payment.

The DOTD reserves the right to conduct an audit of DBE participation prior to processing the final payment and at any time during the work.

M. APPLICABILITY OF PROVISIONS TO DBE DESIGN-BUILDERS: These provisions are applicable to all design-builders including each design-builder that is a DBE (DBE design-builder). If the DBE design-builder sublets any portion of the contract, the DBE design-builder shall comply with provisions regarding design-builder and subcontractor relationships. A DBE design-builder may count only the contract amount toward DBE participation for work that he/she actually performs and any amounts awarded to other certified DBE subcontractors that perform a commercially useful function.

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Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The design-builder understands that no credit toward the DBE goal will be allowed for DBE that do not perform a commercially useful function. The design-builder has a current copy of the DOTD DBE Program Implementation Guide which details the methods of operation that are acceptable on projects containing DBE goals. Copies of this guide may be obtained by calling the DOTD Compliance Programs Section at (225) 379-1382.

NAME OF DESIGN-BUILDER	
AUTHORIZED SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DESIGN-BUILDER'S DBE LIAISON OFFICER (typed or printed name)	
PHONE NUMBER	
DATE	TAX ID#

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**FORM CP-1A (DB)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DESIGN-BUILDER'S MONTHLY DBE PARTICIPATION**

STATE PROJECT NO. H.004932	DESIGN-BUILDER:
FEDERAL AID PROJECT NO. H004932	
ESTIMATE NO.	REPORT PERIOD: _____ TO _____

DOTD CERTIFIED DBE SUBCONTRACTOR OR SUPPLIER	WORK PERFORMED AND PAID THIS ESTIMATE PERIOD	AMOUNT PAID THIS MONTH ¹	TOTAL PAID TO DATE ¹

¹For suppliers, list total amount paid and the 60 percent value counted toward the goal.

This report covers the previous estimate period and shall be submitted to the Project Manager or the Project Manager's designated representative with the current month's pay estimate. Estimates will be withheld until the required form is submitted. Questions should be directed to the DOTD Compliance Programs Section at (225) 379-1382.

The Design-Builder certifies that the above amounts were paid to the listed DBEs and that documentation of these payments is available for inspection.
Project Manager or Project Manager's designated representative has reviewed this form.
(Signature of Project Manager or Project Manager's designated representative).

Authorized Signature	
Typed or Printed Name	
Title	
Phone No.	
Date	

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**FORM CP-2A (DB)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DBE FINAL REPORT**

STATE PROJECT NO. H.004932	DBE GOAL AMOUNT: \$	DESIGN-BUILDER:
FEDERAL PROJECT NO. H004932	CONTRACT AMOUNT: \$	
PARISH(ES) St. Mary	AWARD DATE:	

DOTD CERTIFIED DBE SUBCONTRACTOR OR SUPPLIER	WORK PERFORMED AND PAID	TOTAL DOLLAR AMOUNT PAID TO SUB OR SUPPLIER (60%)

This is to certify that \$ _____ has been paid to Disadvantaged Business Enterprise Subcontractors/Suppliers listed above.

Authorized Signature	
Typed or Printed Name	
Title	
Date	

Parish or County _____ State of _____

Subscribed and sworn to, before me, this _____ day of _____, A.D. 20 _____

Notary Public _____

My commission expires: _____

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DBE GOOD FAITH EFFORT DOCUMENTATION (DB)

The intent of this form is to document the good faith effort attempts made by the design-builder in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived and the design-builder must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified DBE, the design-builder must submit the form as follows:

- 1 available DBE – must contact 1 DBE
- 2-5 available DBEs – must contact 3 DBEs minimum
- 6-7 available DBEs – must contact 4 DBEs minimum
- 8-9 available DBEs – must contact 5 DBEs minimum
- 10 or more available DBEs – must contact 6 DBEs minimum

All information submitted on this form is subject to audit by the DBE Goal Committee

Date Submitted: _____

State Project Number: _____ Parish: _____

Design-Builder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

Project Goal Percentage: _____

Commitment Percentage: _____

Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Authorized Representative Signature: _____

Title: _____ Date: _____

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DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	DBE Firm Name		
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				
Work Type Number	Description of Work, Service or Material	DBE Firm Name		
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				
Work Type Number	Description of Work, Service or Material	DBE Firm Name		
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

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EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a design-builder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION /ADVERTISEMENT EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The design-builder should ensure that the requests are made within sufficient time to allow DBE firms to respond. The design-builder should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

NEGOTIATION EFFORTS - should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work into smaller economically feasible subcontracts to ensure DBE participation. As a part of your negotiation you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a design-builder should use good business judgment by considering price and capability, as well as, project goals. A design-builder is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Design-builders are encouraged to assist firms with independently securing/obtaining these resources. A design-builder may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with DOTD's prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm's behalf.

ADDITIONAL EFFORTS - could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the department's DBE supportive services consultant for assistance with advertisement and recruitment efforts. Design-builders are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

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Form OMF-1A (DB)
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUEST TO SUBLET AND EXTRACT OF SUBCONTRACT
FOR FEDERAL-AID DESIGN-BUILD CONTRACTS

DATE: _____

STATE PROJECT NO. **H.004932**

FEDERAL AID PROJECT NO. **H004932**

NAME OF PROJECT **US 90 (Future I-49) LA 318 Interchange Design-Build Project**

Notes to design-builder:

You may use the attachment if additional space is needed.

As design-builder of the above project, I request you consent to sublet the following items of work to the undersigned Subcontractor

<u>Description of Work to be Performed</u>	<u>Subcontractor Price</u>

I, as design-builder, understand and agree that the subcontract shall not relieve me of my liability under the contract and bonds, and that the subcontract work is a part of the work covered by a written agreement I have with the subcontractor which incorporates all requirements and pertinent provisions of the design-build contract, including, but not limited to, on federal-aid projects, the Required Contract Provisions for Federal Aid Contracts, as required by 23 CFR 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 CFR 26.13(b). The terms of this request shall be deemed and shall constitute a part of the written subcontract for the work listed hereinabove.

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DESIGN-BUILDER _____ PHONE NO. _____ FAX NO. _____
NAME OF OWNER (use only if company is a Sole Proprietorship) _____
ADDRESS _____ LICENSE NO. _____
FEDERAL TAX I.D. _____
BY: _____ TITLE _____
(Signature)

I, as subcontractor, understand and agree that no part of the above listed subcontract work shall be further sublet without written consent. I certify that the subcontracted work is covered by a written agreement with the design-builder which states the work shall be performed in accordance with the DOTD construction contract with the design-builder for this project, and that the written subcontract agreement incorporates all requirements and pertinent provisions of the prime contract, including, but not limited to, on federal-aid projects, the Required Contract Provisions for Federal Aid Contracts, as required by 23 CFR 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 CFR 26.13(b) and that the minimum wages stated in said prime contract shall be applied to the subcontracted work, and the terms of this request shall be deemed and shall constitute a part of the written subcontract for the work listed hereinabove.

SUBCONTRACTOR _____ PHONE NO. _____ FAX NO. _____
NAME OF OWNER (use only if company is a Sole Proprietorship) _____
ADDRESS _____ LICENSE NO. _____
FEDERAL TAX I.D. _____
BY: _____ TITLE _____
(Signature)

REVIEWED BY: _____ APPROVED BY: _____
(Signature) DATE Compliance Programs

DATE: _____

RETURN TO:
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
ATTENTION:
COMPLIANCE PROGRAMS SECTION
P. O. BOX 94245
BATON ROUGE, LA 70804-9245

DATE: _____

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT
SUBCONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION
FEDERAL-AID DESIGN-BUILD CONTRACTS**

Certification with regard to the performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports – federal-aid contracts.

STATE PROJECT NO. **H.004932**

FEDERAL AID PROJECT NO. **H004932**

PARISH **St. Mary**

NAME OF DESIGN-BUILDER _____

The proposed Subcontractor certifies that it has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it has , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

By: _____
COMPANY
(Signature)

DATE _____

TITLE

The above certification is required by the Equal Employment Opportunity (EEO) regulations of the Secretary of Labor (41 CFR 60-1.7 (B)(1)), and must be submitted by Proposers and proposed Subcontractors in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. Generally only contracts or subcontracts of \$10,000 or under are exempt.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed Design-builders, their members, and Subcontractors that have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports shall submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Form OMF-2A (DB)

**ATTACHMENT C
LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS**

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Orders 11246 and 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Supplemental Specifications which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth herein shall constitute the specific affirmative action requirements for project activities under this contract and supplement the EEO requirements set forth in the Required Contract Provisions.

b. The contractor shall work with the Department and the Federal Government in carrying out EEO obligations and in their review of his activities under the contract.

c. The contractor and all his subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more shall comply with the following minimum specific requirement activities of EEO. The EEO requirements of Executive Order 11246, as set forth in the Federal-Aid Policy Guide 23 CFR 230A, are applicable to material suppliers as well as contractors and subcontractors. The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor.

2. EEO Policy

The contractor shall accept as his operating policy the following statement which is designed to further the provision of EEO to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of EEO through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and on-the-job training.

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3. EEO Officer

The contractor shall designate and make known to the Department an EEO Officer who shall have the responsibility for and must be capable of effectively administering and promoting an active contractor EEO program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, shall be made fully cognizant of and shall implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then at least once every 6 months, at which time the contractor's EEO policy and its implementation shall be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's EEO obligations within 30 days after their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. To make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's EEO policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements shall be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

6. Personnel Actions

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex or national origin. The following procedures shall be followed.

a. The contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all of his avenues of appeal.

7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Supplemental Specifications for Job Training are provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use his best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent shall include the procedures set forth below:

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a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the Department.

9. Subcontracting

a. The contractor shall use his best efforts to solicit bids from and utilize minority group subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Department.

b. The contractor shall use his best efforts to ensure subcontractor compliance with their EEO obligations.

10. Records and Reports

a. The contractor shall keep such records as necessary to determine compliance with the contractor's EEO obligations. The records kept by the contractor shall indicate:

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(1) the number of minority and nonminority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractor shall submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women and nonminority group employees currently engaged in each work classification required by the contract work. This information shall be reported on Form PR-1391. If job training is required, the contractor shall furnish Form DOTD 03-37-0014.

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ATTACHMENT D

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS**

FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the director of OFCCP. Execution of the contract by the successful bidder and any subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in this notice.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

AREA	PARISH OR COUNTY	GOAL (%)
FEMALE PARTICIPATION		
-	All Covered Areas	6.9
MINORITY PARTICIPATION (UNDER NEW ORLEANS PLAN)		
-	* See Note Below	20 to 23
MINORITY PARTICIPATION (NOT UNDER NEW ORLEANS PLAN)		
1	Jefferson LA, Orleans LA, St. Bernard LA, St. Tammany LA	31.0
2	Assumption LA, Lafourche LA, Plaquemines LA, St. Charles LA, St. James LA, St. John the Baptist LA, Tangipahoa LA, Terrebonne LA, Washington LA, Forrest MS, Lamar MS, Marion MS, Pearl River MS, Perry MS, Pike MS, Walthall MS	27.7
3	Ascension LA, East Baton Rouge LA, Livingston LA, West Baton Rouge, LA	26.1
4	Concordia LA, East Feliciana LA, Iberville, LA, Pointe Coupee LA, St. Helena LA, West Feliciana LA, Adams MS, Amite MS, Wilkinson, MS	30.4
5	Lafayette LA	20.6
6	Acadia LA, Evangeline LA, Iberia LA, St. Landry LA, St. Martin LA, St. Mary LA, Vermillion LA	24.1
7	Calcasieu LA	19.3
8	Allen LA, Beauregard LA, Cameron LA, Jefferson Davis LA, Vernon LA	17.8
9	Grant LA, Rapides LA	25.7
10	Avoyelles LA, Bienville LA, Bossier LA, Caddo LA, Claiborne LA, DeSoto LA, Natchitoches LA, Red River LA, Sabine LA, Webster LA, Winn LA	29.3
11	Ouachita LA	22.8
12	Caldwell LA, Catahoula LA, East Carroll LA, Franklin LA, Jackson LA, LaSalle LA, Lincoln LA, Madison LA, Morehouse LA, Richland LA, Tensas LA, Union LA, West Carroll LA,	27.9

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*These goals apply only to those contractors signatory to the New Orleans Plan and only with respect to those trades which have unions participating in said Plan. The New Orleans Plan Covered Area is as follows: The parishes of Orleans, Jefferson, St. Bernard, St. Tammany, St. Charles, St. John the Baptist, Plaquemines, Washington, Terrebonne, Tangipahoa (that area east of the Illinois Central Railroad), Livingston (that area southeast of the line from a point off the Livingston and Tangipahoa Parish line adjacent from New Orleans and Baton Rouge), St. James (that area southeast of a line drawn from the Town of Gramercy to the point of intersection of St. James, Lafourche and Assumption Parishes), and Lafourche.

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Regional Administrator of the Office of Federal Contract Compliance Programs (555 Griffin Square Building, Dallas, TX 75202) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.

4. As used in this Notice and in the contract, the "covered area" is that area shown in the foregoing table in which the project is located.

The following Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000. Execution of the contract by the successful bidder and any

subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in these Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. If the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is required to comply with his obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractor or subcontractors toward a goal in an

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approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications will be based on his effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign 2 or more women to each construction project. The contractor shall ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

- community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor has taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman set by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month prior to the date for the acceptance of

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applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet his goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A goal for minorities and a separate goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a group is employed

in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a minority group of women is underutilized).

10. The contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into a subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling his obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors will not be required to maintain separate records.

15. Nothing herein shall be construed as a limitation on the application of other laws which establish different standards of compliance or on the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and subcontractors holding subcontracts (not including material suppliers) in excess of \$10,000

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shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391 in accordance with instructions included thereon.

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Acadia.....\$ 9.68
Allen, Assumption,
Avoyelles, Beauregard,
Evangeline, Jefferson
Davis, St. James, St.
Landry, St. Mary,
Tangipahoa, Vermillion,
Washington.....\$ 10.60
Iberia.....\$ 10.86
Vernon.....\$ 10.44
Pipelayer.....\$ 12.69
Traffic Control/Flagger.....\$ 9.00

PILEDRIVERMAN.....\$ 13.07

Power Equipment Operator

Asphalt Paver.....\$ 14.52
Asphalt Spreader.....\$ 16.50
Backhoe/Excavator/Trackhoe
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermillion, Washington.....\$ 14.15
Iberia.....\$ 13.09
Vernon.....\$ 14.24
Broom.....\$ 13.00
Bulldozer
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Iberia, Jefferson Davis,
St. James, St. Landry,
St. Mary, Tangipahoa,
Vermillion, Washington.....\$ 14.74
Vernon.....\$ 14.63
Crane.....\$ 17.72
Grader/Blade
Acadia.....\$ 19.67
Allen, Assumption,
Avoyelles, Beauregard,

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Evangeline, Iberia,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermillion, Washington.....\$ 17.19
Vernon.....\$ 15.66
Loader (Front End).....\$ 13.68
Mechanic.....\$ 15.15
Milling Machine.....\$ 13.31
Roller (Dirt and Grade
Compaction)
Acadia.....\$ 13.42
Allen, Assumption,
Avoyelles, Beauregard,
Evangeline, Iberia,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermillion, Washington.....\$ 11.94
Vernon.....\$ 11.49
Screed.....\$ 15.13
Shuttle Buggy.....\$ 14.21
Soil Stabilizer
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Iberia, Jefferson Davis,
St. James, St. Landry,
St. Mary, Tangipahoa,
Vermillion, Washington.....\$ 12.34
Vernon.....\$ 13.08
Tractor.....\$ 10.36

Truck drivers:

Dump Truck
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermillion, Vernon,
Washington.....\$ 12.22

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Iberia.....	\$ 12.00
Lowboy Truck.....	\$ 13.93
Tack Truck.....	\$ 16.13
Water Truck	
Acadia.....	\$ 11.95
Allen, Assumption,	
Avoyelles, Beauregard,	
Evangeline, Iberia,	
Jefferson Davis, St.	
James, St. Landry, St.	
Mary, Tangipahoa,	
Vermillion, Washington.....	\$ 12.41
Vernon.....	\$ 12.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Louisiana Department of Transportation and Development

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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ATTACHMENT F

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS
ON-THE-JOB TRAINING**

The Louisiana Department of Transportation and Development (LADOTD) has partnered with the Louisiana Associated General Contractors (LAGC) to ensure that on-the-job training is provided on a voluntary basis by contractors performing work on LADOTD's federally assisted construction projects.

The LAGC has committed that its member contractors will enroll a minimum of 15 trainees statewide during the period July 1 through June 30 annually. It is anticipated that this annual training goal will be increased in future years as participation in the program grows.

The LADOTD on-the-job training program will be monitored by the Compliance Programs Section. At all times it will be the responsibility of the contractor to comply with the Job Training Supplemental Specifications. LAGC will provide support to their member contractors in the area of on-the-job training as they would in any contractual activity. LAGC has committed to assisting contractors in areas such as recruitment, record keeping, graduation certificates, and ongoing encouragement of contractors to participate in the training program. LAGC has expressed their willingness to work with LADOTD and FHWA in making the contracting industry as strong as possible in all areas, including on-the-job training.

Non-LAGC members are encouraged to participate in the LADOTD on-the-job training program. No aspect of the LADOTD/LAGC partnership is designed to eliminate the right of any non-LAGC member to participate in the training program described in these specifications. If any non-LAGC member does not utilize a previously approved training program, he/she is directed to develop and submit a training program to LADOTD for approval by LADOTD and FHWA.

Although training under this contract is not limited to minorities and females, contractors should be aware that one of the objectives of the training program is to increase the participation and skills of minorities and females in highway construction. Contractors must exert good faith efforts to comply with the Equal Employment Opportunity contract requirements governing recruitment and upgrading when seeking to fill vacancies in the work force and select candidates for the training program. Adequate documentation of good faith efforts should be maintained and submitted to the Compliance Programs Section Training Program Manager (TPM) when requested.

These supplemental specifications are in implementation of 23 USC 140(a). Training under this contract shall be optional to the successful bidder, provided the item for which training is requested is less than 70 percent complete. If the contractor elects to provide training under the

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On-The-Job Training

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contract as established in these specifications, he may submit a written request to the project engineer with a copy to the Construction Section. A plan change will be prepared to incorporate a pay item using the trainee hours stated in the Special Provisions elsewhere herein. Training will only be reimbursed after the approval of this plan change.

It is intended that training under these supplemental specifications be in crafts directly related to highway construction. Therefore, training in classifications such as clerk-typist, secretary, bookkeeper, fireman, office engineer, estimator, timekeeper, and unskilled or common laborer will not be approved for participation under these supplemental specifications.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journey person status or in which he/she has been employed as a journey person. The contractor shall satisfy this requirement by completing the Contractor's Trainee Enrollment & Interview Form for each potential trainee. The completed form shall be electronically submitted to the TPM for review and approval.

The contractor will be reimbursed \$3.00 per hour of training provided in accordance with an approved training program. Reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the contractor from receiving other reimbursement. The contractor will be reimbursed for the number of trainee hours actually trained on the project in accordance with these supplemental specifications.

The contractor will be credited for each trainee employed on the project that is currently enrolled or becomes enrolled in an approved training program and will be reimbursed for such trainees as provided in these supplemental specifications.

The minimum length and type of training for each classification selected by the contractor will be established in the training program approved by the Department, Federal Highway Administration (FHWA), and/or Office of Federal Contract Compliance Programs (OFCCP). The Department, FHWA, and/or OFCCP will approve a program if it is reasonably calculated to meet the Equal Employment Opportunity obligations of the contractor and to qualify the average trainee for journey person status in the classification concerned by the end of the training period. Apprenticeship programs registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training or with a state apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable if it is being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed the training program.

Enrollment of trainees in excess of the required number will be permitted, with approval, to allow the contractor to maintain the required continuous effort to complete the training of individual trainees.

Trainees will be paid at least 60 percent of the appropriate minimum journey person's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent of the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these supplemental specifications.

The contractor, prior to the start of training, shall provide written notice to each person to be trained under these supplemental specifications of that person's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee. This requirement shall be fulfilled by use of the Contractor's Trainee Enrollment & Interview Form.

Upon graduation, the contractor shall issue the trainee a certification showing the type and length of training satisfactorily completed along with a permanent photo identification card designating the bearer as a graduate journey person of the appropriate training program.

The contractor shall electronically submit the Contractor's Trainee Enrollment & Interview Form for each employee on the project who is enrolled as a trainee in an approved training program or apprenticeship program. The trainee enrollments shall be submitted to the TPM within the first payroll period in which each trainee or apprentice is assigned to the project.

In order to collect the \$3.00 per hour reimbursement for training, the contractor shall electronically submit to the project engineer's office each week that training is conducted on the project the Contractor's OJT Weekly Reporting Form along with the payroll. For projects where weekly payroll submission is not required, the Contractor's OJT Weekly Reporting Form shall be submitted to the project engineer's office.

At anytime during the life of the project, provided that the item for which training is requested is less than 70 percent complete, a subcontractor may elect to train. The subcontractor should follow the steps described above in order to participate in the on-the-job training program. If the

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On-The-Job Training

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subcontractor does not utilize a previously approved training program, he/she is directed to develop and submit a training program to the TPM for approval by LADOTD and FHWA.

Contractors are to train according to their work force needs and as training opportunities exist on a project. If a trainee graduates from a training classification, training opportunities no longer exist in the approved classification, or a contractor's work force needs change, a trainee could be enrolled in a different classification. The Contractor's OJT Change Form is to be used when these circumstances necessitate enrolling a current trainee or a graduate in a new classification. Multiple enrollments of an individual should not be used to diminish the objectives of these specifications, but to enhance the trainee's career growth, benefit the contractor's operations, and improve the contracting industry overall.

All required forms can be found on the LADOTD website on the Compliance Programs page and the Construction Letting Information page under Doing Business with DOTD. Instructions for completing any required form may be obtained from the TPM.

It is the goal of the LADOTD/LAGC partnership to maintain a voluntary on-the-job training program, but revisions to the program may be deemed necessary should participation fall below acceptable levels.

**STATE OF LOUISIANA
US 90 (FUTURE I-49)
LA 318 INTERCHANGE
DESIGN-BUILD PROJECT**

ST. MARY PARISH

**STATE PROJECT NO. H.004932
FEDERAL AID PROJECT NO. H004932**

**REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS
DB SECTION 115
PROJECT CLOSEOUT**



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DB SECTION 115
PROJECT CLOSEOUT

DB 115-1 PURPOSE

This Section describes methods for the Design Builder, District Final Estimates Office (DFEO), LA DOTD and/or LA DOTD Representative to use in processing project closeout of construction documentation. The LA DOTD Project Manager will be responsible for submitting the Final Documents.

DB 115-2 REQUIRED FINAL DOCUMENTATION FOR DB PROJECTS

DB 115-2.1 VERIFICATION OF THE FINAL QUANTITIES

- A) Price Centers (as defined in DB Section 109) will be used as the recap of quantities. Each price center shall be grouped with a total price per price center identified. The LA DOTD Consultant Representative and the LA DOTD Project Manager will sign indicating all price centers have been paid. Signing may be on each individual page or on a cover sheet indicating all subsequent sheets that are included.
- B) The Summary of Final Quantities report from Site Manager shall be printed and signed by the LA DOTD Project Manager.
- C) Final Partial Estimate shall include any deductions for any failing materials not removed and replaced. Each deduction should be shown separately.
- D) Recap of Weather and Workdays- Print recap in Site Manager and LA DOTD Project Manager shall sign.
- E) The Design Builder Construction Quality Assurance Manager will sign and submit a Summary of all test results transmitted in the Quarterly Reports (as defined in the CQAP) taken, with the failing samples and/or NCR explained, along with any omissions to the District Lab Engineer for review. The District Lab Engineer will review and sign, then submit to the LA DOTD Project Manager.
 - 1. The DB will submit copies of the NCR's, RFI's, and any Design Exceptions. These copies may be scanned and on a disk.

DB 115-2.2 AS-BUILT PLANS

As-Built plans will be submitted with a certification statement and signed/sealed by the EOR, Design Quality Assurance Manager, and the Construction Quality Assurance Manager for the Design Build Team. Sheets will be indexed, but red lined copies will not be required based on the DB process which allows the Design-Builder to continue design development throughout the process. As-Built plans will not require renumbering to a consecutive numbering system, since the final As-Built plans at the project completion are a combination of the As-Built plans produced for each Design Unit. The final As-Built plans will be organized as a single set of As-Built plans for the entire project. The As-Built plans will be submitted per the requirements of DB section 111-19 (specifically, DB 111-19.2 and 111-19.3).

NOTE: The intent of the "certification statement" and corresponding Construction Quality Control Manager's seal is to attest that Quality Control and Assurance efforts conducted adequate inspection and testing to ensure that the project was constructed with reasonable conformance with the plans and specifications and that final constructed conditions are represented in the As-Built Plans depicted.

As-Built plans for completed Design Units will be submitted to LA DOTD or the LA DOTD Representative for review per the requirements of DB Section 111-11, DB 111-12.4.2. and Figure DB 111-12B.

DB 115-2.3 CHANGE ORDERS

All original Change Orders will be submitted by the LA DOTD Project Manager.

DB 115-2.4 CERTIFICATION OF DOCUMENTATION AND STORAGE

The Design Builder is required to keep all records for a period of five (5) years. The DB shall supply a certified letter indicating where the records are kept, where they can be viewed or made available, and a contact name. These records include all documentation, including but not limited to Traffic Control Logs and Videos, all Correspondence, Material sampling, testing and certifications.

DB 115-2.4.1 Traffic Control Logs

The Design-Builder will submit a certified letter that the Traffic Control Logs were kept for the project. The logs and videos will not be submitted unless requested otherwise.

DB 115-2.4.2 Specifications

The Design-Builder will submit a certified letter indicating what specifications were adopted for the project.

DB 115-2.4.2 Notice of Termination

The Design-Builder will supply any certificate of release, agreements or rights of entries required for the project. The LA DOTD Project Manager will verify the Notice of Termination (NOT) is completed if an NOI was performed.

DB 115-2.5 MATERIAL DOCUMENTATION (AKA 2059)

At project acceptance, the Design-Builder, or their CQAF, must have all material certifications, and sampling and testing results assembled per material and searchable as to be able to locate individual material data if ever the need arises. (i.e. per lot, zone, or bent number). Although, this material documentation will not be submitted with the final documents, the LA DOTD Representative will review these records for completeness and provide the District Lab Engineer a recommendation for acceptance. The District Lab Engineer may use the Representatives' recommendation or opt to do his own analysis prior to signing the Summary of Test Results. Once the DB documentation has been reviewed, the documents are returned to the DB for inclusion in project record storage.

The LA DOTD Representative shall assemble all Owner Verification (OV) sampling and testing documentation per material. This documentation is turned in to the LA DOTD with final documentation.

DB 115-2.6 MASTER STRUCTURE SUMMARY

The Design-Builder is to meet with the LA DOTD Representative to develop a Master Structure Summary for any structures built.

DB 115-2.7 FINAL INSPECTION AND ACCEPTANCE

The Design Builder will notify the LA DOTD representative of completion of work. At that time, the Design-Builder, the CQAM and the LA DOTD Representative will perform a pre-final inspection to identify all work items to be completed prior to project acceptance. LA DOTD representative will recommend the contract for acceptance to the LA DOTD Project Manager when all work has been satisfactorily completed, the final inspection made, and all DB documentation has been submitted and approved.

Louisiana Department of Transportation and Development

The LA DOTD has the responsibility and authority for the Final Acceptance of all Work.

Final Acceptance will be based upon satisfactory completion of all the Work in accordance with the Contract Documents including the satisfactory fulfillment of the Design-Builder's Construction Quality Management Plan, which is an integral part of the Project CQAP, and the completion of Final Inspection by LA DOTD.

The Design-Builder shall complete all Work and provide all documents, certifications, and other information in accordance with the Contract Documents. The Final Acceptance decision will be in part based on the Design-Builder's QA construction inspection and inspection audit, QA testing, verification testing, Independent Assurance testing and the final Inspection. Any deviations from the sampling and testing methods and frequencies indicated the Construction Quality Management Plan or the Design-Builder's Project Specifications will require LA DOTD's Approval prior to the start of construction on any affected Work. If there is a discrepancy between the Design-Builder's Project Specifications, Quality Management Plan or the Project CQAP, the more stringent requirements will apply unless otherwise agreed in writing by the LA DOTD.

Final Acceptance will also require certificates of compliance and/or Manufacturer's test results where specified in the Design-Builder's Project Specifications or the Construction Quality Management Plan.

Deficient Materials and products must be brought into compliance with Contract requirements or replaced. The method of reconciliation will be noted in the log of failed tests.