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GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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WILLIAM D. ANKNER, Ph.D.
SECRETARY

January 6, 2009

STATE PROJECT NO. 417-01-0016
FEDERAL AID PROJECT NO. 0601(019)
JCT. LA 465 – RAPIDES PARISH LINE
ROUTE LA 28
VERNON PARISH

SUBJECT: ADDENDUM NO. 2 (CONSTRUCTION PROPOSAL REVISION)

Gentlemen:

The following proposal revision dated 01/06/09 on the captioned project for which bids will be received on Wednesday, January 28, 2009 has been posted on <http://www.dotd.la.gov/cgi-bin/construction.asp>.

1. Added the special provision entitled "**CRITICAL PATH METHOD (CPM) FOR CONSTRUCTION PROGRESS SCHEDULING.** (6 pages)

Please note this revision in the proposal previously furnished you and bid accordingly. Mandatory electronic bidding is required for this project, and electronic bids and electronic bid bonds must be submitted via www.bidx.com for this letting date.

Sincerely,

RANDAL D. SANDERS, P. E.
CONTRACTS & SPECIFICATIONS ENGINEER

Attachments

pc: Mr. Brian Buckel
Mr. Nick Verret
Mr. Robert Mays
Mr. Darrell Moore
Ms. Margaret Thompson
Mr. Masood Rasoulia

CRITICAL PATH METHOD (CPM) FOR CONSTRUCTION PROGRESS SCHEDULING (12/08): Critical Path Methods (CPM) as described and with terms as defined in the Associated General Contractors of America (AGC) publication, *Construction Planning and Scheduling*, latest edition, shall be used in construction scheduling, establishing the critical items of work, and measuring progress of the work. In case of discrepancy between these specifications and *Construction Planning and Scheduling*, these specifications shall govern.

Section 108, Prosecution and Progress of the 2006 Standard Specifications and the Supplemental Specifications thereto is amended as follows.

Subsection 108.03, Construction Progress Schedule: This subsection is deleted and the following substituted.

The contractor shall submit to the project engineer for approval, CPM Construction Schedules, Summary of Activities tabulations, and Scheduled Earnings tabulations, all as described hereinafter, and altogether defined as "Construction Progress Schedule" or "Construction Schedule". The Construction Progress Schedule shall be based on the planned and specified finished work, the maintenance of traffic restrictions, and other design requirements given in the plans and specifications. Each sheet or page of each submittal shall be identified with the contractor's company name, state project number, project name, date prepared, revision dates, and sheet or page number. If the submittals are not prepared by the contractor's own staff, the company name of the preparer shall be shown on each sheet or page.

The critical activities as shown on the approved Construction Schedule will be considered in establishing the controlling item of work. If the Construction Schedule has not been approved, the engineer will establish the controlling work item and charge the contract time accordingly. Scheduled Earnings will be the basis for measurement of contractor's progress.

Approved Construction Progress Schedules and approved associated data shall become part of the contract documents. Un-approved Construction Progress Schedules and associated data shall not be considered relevant or applicable for any purposes during or after completion of the project and shall not be binding on the Department. The sequence of work as represented on the Construction Progress Schedule and subsequent updates shall be interpreted as being the intention of the contractor at the time that the schedule was made.

(a) Construction Schedule: The Construction Schedule shall be a Critical Path Method (CPM) graphic diagram, computer prepared, utilizing the Precedence Diagramming Method (PDM). For the calendar day contract, the Gregorian calendar shall be used.

The schedule shall show and describe the various activities of work required to complete the contract in sufficient detail so that all activities are readily identifiable and progress on the activities can be readily measured. Sufficient detail in bridge work means each element of work (piles, footings, columns, caps, rebar, cure time, etc.) of individual bents; each element of work in individual spans (girders, strip seal joints, Class AA, rebar, cure time, etc.); individual approach slabs; railings; rebar for all of the above as separate activities; and, miscellaneous other bridge work. Sufficient detail in road work means individual runs of pipe in drainage structures; individual box culverts; individual detour roads; the embankment, excavation, base and paving layers within definable geometric limits (e.g., from station to station, within a single ramp, etc.). Physical locations of activities within definable geometric limits (e.g., from station to station, within a single ramp, individual bents, individual spans, etc.) shall be included in the activity description or shown in activity codes relative to each activity. It shall include submittals and

approvals of critical samples, shop drawings, procedures, order lists (pilings for example), or other things that could have a significant schedule impact.

Relatively minor items of work, similar or non-similar, may be grouped together into one activity (or more). Activities to be performed by subcontractors shall be included and identified. The schedule shall show the sequence in which the activities are to be accomplished and their dependency relationships. The estimated contract earnings and pay item quantities associated with each activity shall be included, and the sum of the estimated earnings shall equal the current contract amount.

The duration of activities shall be in whole calendar days and no activity shall have duration of less than one calendar day or more than 30 calendar days. The ending event of the schedule shall be a finish milestone identified as "Contract Completion Date". Its sole predecessor shall be "Reserved Float". The sole predecessor of "Reserved Float" shall be "Final Inspection" which shall be a finish milestone and shall have as predecessors all of the activities that must be completed prior to the Department's final inspection of the work. The duration of "Reserved Float" is the difference between "Final Inspection" and "Contract Completion Date". "Reserved Float" is defined as that part of the shared float reserved exclusively for the contractor's use. The contract date for stipulated damages will be adjusted by change order to the beginning date of the activity "Reserved Float".

The Construction Schedule shall be computer plotted on sheets not larger than 22 inches x 36 inches and shall show a continuous flow of information from left to right with no arrows from right to left and shall be drawn to a time scale of calendar days. The critical path shall be clearly identified. Resource constraints shall be identified, as shall scheduled starts or completions imposed on the schedule by the contractor.

The contractor shall submit color-coded graphics in the required multiple copies. The choice of the color coding must remain in effect for the life of the contract.

The contractor shall provide the Department with the means to electronically translate the Construction Schedule data into a configuration that can be read and processed by the Department or its consultants' hardware and Primavera software. If the contractor elects to use SureTrak Project Manager software, the following defaults must be placed: (1) resources shall be non-driving; (2) default activity type shall be "Task"; (3) activity type shall not be "Independent"; (4) duration display style shall be "Day (d)"; (5) float style shall be "Days"; and, (6) dates time format shall be "Don't show time". The revenue feature in SureTrak Project Manager does not translate to Primavera Project Planner (P3), so in SureTrak Project Manager the earnings must be entered as cost data. In both the SureTrak Project Manager and in the Primavera Project Planner (P3) "Back up" menu selection, the contractor will ensure that the option "Remove access list during backup" is checked. In addition, the project must be saved in SureTrak as a "Concentric P3" Type project.

(b) Summary of Activities: The Summary of Activities shall be a tabulation of all activities shown on the Construction Schedule, and shall accurately reflect the data used in preparation of the Construction Schedule. The summary shall be computer generated and sequenced by activity number. Each activity shall include as a minimum the following, in calendar days:

1. Activity numbers.
2. Activity description.
3. Estimated duration of activity.
4. Early start.
5. Late start.
6. Constrained start, if constrained.
7. Early finish.
8. Late finish.
9. Constrained finish, if constrained.
10. Status (whether critical).
11. Free float.
12. Total float.
13. Monetary value of the activity.
14. Remaining duration and calendar days used.

(c) **Scheduled Earnings:** The Scheduled Earnings shall be a product of the software creating the Construction Schedule and shall be a tabulation of accumulated scheduled contract earnings, based on late starts, measured in accumulated dollars for all activities, for each monthly partial estimate. The tabulation shall be prepared from the Construction Schedule and shall be computer generated. The Schedule of Earnings will not include advanced payments for stockpiled materials.

(d) **Cash Management Document:** When designated as a Cash Management Project, prior to the issuance of the Notice to Proceed, the contractor shall provide to the Department and obtain approval from the Department of the Scheduled Earnings report as described above, except that it shall be based on early starts. The Department will use this report for its cash management purposes. Failure of the contractor to provide and obtain approval of the Scheduled Earnings Report will result in withholding of any funds due the contractor.

(e) **Submittal:** Prior to or at the preconstruction conference the contractor shall submit to the project engineer for approval, in triplicate, a Construction Schedule giving a proposed schedule of operations that provides for completion of the work, a Summary of Activities tabulation, a Scheduled Earnings tabulation, and a Forty-Five Day Look-Ahead task list. The contractor shall also submit the Construction Schedule data electronically capable of being processed with the hardware and software being used by the Department or its consultants.

Within 7 calendar days after receipt of the submittal, the project engineer and contractor shall meet and review the proposed schedules and tabulations. Any revisions resulting from the review shall be submitted, in triplicate, for approval within 7 calendar days after the meeting. This procedure will be repeated as necessary. The approved final schedule shall be called the "Baseline Schedule".

Failure to have obtained approval of a Baseline Schedule and tabulations within 20 calendar days after the Notice to Proceed will result in withholding twenty-five percent of the amount of partial estimates until such schedules and tabulations are submitted and approved. Failure to have obtained approval of a Baseline Schedule and tabulations within the third estimate period may result in the Department's determination that the contractor is in default under the provisions of Subsection 108.09.

(f) **Construction Schedule Updates:** The contractor shall update and submit each month, within 7 calendar days after the partial estimate is submitted, the Construction Schedule critical

path diagram, Summary of Activities tabulation, Scheduled Earnings tabulation, a Forty-Five Day Look-Ahead task list, and a current Turnaround Document as follows:

- (1) The updated Construction Schedule critical path diagram will be in the same form as that submitted in (e) Submittal. It will be updated for progress through the estimate closing date, recalculated and plotted. The contractor will revise, adjust, and recalculate the schedule so that the difference in the work completion date calculated by the Retained Logic Method shall not be more than one-half an estimate period different from the work completion date calculated by the Progress Override Method. The Construction Schedule critical path diagram will show both the look ahead critical path for the duration of the project and the look back critical path as reported in the prior months.
- (2) The updated Summary of Activities and Scheduled Earnings tabulation will be in the same form as that submitted in (e) Submittal. It will be updated for progress through the estimate closing date, recalculated and printed.
- (3) The Forty-Five Day Look-Ahead task list will show all incomplete activities which the logic has determined either should be or may be active during the next forty-five days. It will be plotted in a graphic form similar to that of the Construction Schedule critical path diagram.
- (4) The Turnaround Document will be a listing of the log record of a new activity added monthly to the schedule for the purpose of keeping a current presentation of the following information:
 - a. The original contract completion date presented as actual calendar date.
 - b. The number of days added to the contract by approved change order (if any, if none, so state).
 - c. The present computed completion date presented as an actual calendar date and as a workday number, if applicable.
 - d. A list of activities deleted and added (if any, if none, so state), including their descriptions.
 - e. A list of logic changes and the reasons for the changes (if any, if none, so state).
 - f. A list of budget changes and the reasons for the changes (if any, if none, so state).
 - g. A narrative description of any other changes to the Construction Schedule critical path diagram.

Failure to submit the monthly updates of the Construction Progress Schedules within 7 calendar days after the partial estimate was submitted will result in withholding of twenty-five percent of the amount of partial estimate payments until such schedules are submitted and approved. Failure to have obtained approval of three consecutive monthly updates of the Construction Progress Schedule may result in the Department's determination that the contractor is in default under the provisions of Subsection 108.09.

(g) CPM Reviews: The project engineer will designate the time and location for review of construction progress. The contractor's representative designated under Subsection 105.05 will be required to attend the construction progress review or a contractor's representative directed by the project engineer shall attend. The current approved Construction Schedule, Summary of Activities and Scheduled Earnings tabulations shall be reviewed, and required or desired changes discussed and documented.

As a minimum the following shall be discussed: contractor's compliance with approved schedules and tabulations, delays, proposed and approved contract quantity increases and decreases, proposed and approved extra work, actual starts, durations and finishes, and actual contract earnings.

If requested by the project engineer, within 7 calendar days following the review meeting the contractor shall submit to the project engineer for approval, in triplicate, a revised Construction Schedule, Summary of Activities tabulation, and Scheduled Earnings tabulation, and Forty-Five Day Look-Ahead, all in accordance with paragraph (e) Submittal, and all brought up to date to reflect agreements made at the review meeting. Failure to submit the revision of the Construction Progress Schedules within 7 calendar days after the request will result in withholding of twenty-five percent of the amount of partial estimate payments until such schedules are submitted and approved. Failure to have obtained approval of three consecutive monthly updates of the Construction Progress Schedule may result in the Department's determination that the contractor is in default under the provisions of Subsection 108.09.

(h) The CPM Construction Schedule will be provided at no direct pay.

Subsection 108.04, Prosecution of Work: Heading (b), Disqualification, is deleted and the following is substituted.

(b) Disqualification. The contractor's progress will be determined monthly at the time of each partial estimate, and will be based on the total amount of money earned by the contractor, excluding advanced stockpiled material, as shown by the partial estimate compared to scheduled earnings as shown by the approved Scheduled Earnings tabulation, as of the end of the partial estimate period. If the contractor's progress is more than 10 percent behind scheduled earnings, the contractor may be notified that he is not prosecuting the work in an acceptable manner. If requested by the Department, the contractor must meet with and provide the project engineer with an acceptable written plan which details how the contractor will re-gain lost progress and prosecute remaining work. If the contractor's progress is more than 20 percent behind the elapsed contract time, the contractor and the surety will be notified that he is not prosecuting the work in an acceptable manner. The contractor must meet with and provide the project engineer with an acceptable written plan which details how the contractor will re-gain lost progress and prosecute remaining work.

A contractor who is in default in accordance with Subsection 108.09 (a) (1) and actual earnings versus scheduled earnings are 5.0 percent or more, the contractor shall be immediately disqualified. The contractor shall remain disqualified until the project has received a final inspection and has been recommended for final acceptance. Should the surety or the Department take over prosecution of the work, the contractor shall remain disqualified for a period of one year from the completion of the project, unless debarment proceedings are instituted.

During the period of disqualification, the contractor will not be permitted to bid on contracts nor be approved as a subcontractor on contracts. Any bid submitted by the contractor during the period of disqualification will be considered irregular.

Subsection 108.07, Determination and Extension of Contract Time: This subsection is amended as follows.

The third and fourth paragraphs are deleted and the following substituted.

The contract time for the work as awarded is based on the original quantities as defined in Subsection 102.05 and includes time to procure material, equipment and an adequate labor force

to complete the work. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those specified, or requires performance of extra work in accordance with Subsection 104.02 and the contractor requests additional contract time, the contractor shall submit a proposed CPM schedule based on the latest approved CPM schedule showing the increased time and revised completion date for approval by the Department. When the contract is altered in accordance with Subsection 104.02 and the engineer determines that a reduction in contract time is warranted due to decreased effort, the contractor shall submit a proposed CPM schedule based on the latest approved CPM schedule showing the reduced time and revised completion date for approval by the Department. A CPM schedule will be required for the engineer to process a change order that either increases or decreases the contract time.

If the contractor finds it impossible, for reasons beyond the contractor's control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, the contractor shall, at the time the delay occurs make a written request to the engineer for an extension of time setting forth therein the reasons which justify granting the request. Such written request shall conform to the requirements of EDSM III.1.1.28. If the request does not so conform, the contractor hereby agrees to and shall be deemed to have expressly waived any claim for such additional time. The contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the engineer finds that the work was delayed because of conditions beyond the control and without the fault of the contractor, the engineer may extend the contract time in such amount as conditions justify. The contractor's written request to the engineer for an extension of contract time shall include a proposed CPM schedule based on the latest approved CPM schedule update showing the increased time and revised completion date for approval by the Department. This CPM schedule document will be required for the engineer to process a change order that changes the contract time.