



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

www.dotd.la.gov
225-379-1485



WILLIAM D. ANICKER, Ph.D.
SECRETARY

May 12, 2009

STATE PROJECT NOS. 704-36-0039, 704-36-0062, 704-36-0070 & 704-36-0075
FEDERAL AID PROJECT NOS. ER-ERP1(055), ER-ERP1(078), ER-ERP1(090) & ER-ERP1(095)
PERMANENT REPAIR TO FEDERAL AID ELIGIBLE ROADS
FRANKLIN AVE., DOWNMAN RD., ALMONASTER AVE. & ALVAR ST./POLAND AVE.
ORLEANS PARISH

SUBJECT: ADDENDUM NO. 3 (CONSTRUCTION PROPOSAL REVISION)
ELECTRONIC BIDDING AMENDMENT NO. 1

Gentlemen:

The following proposal revisions dated 5/12/09 on the captioned project for which bids will be received on Wednesday, May 20, 2009 have been posted on <http://www.dotd.la.gov/cgi-bin/construction.asp>.

The following changes have been made:

1. Revised the Table of Contents. (1 page)
2. Deleted the special provision entitled **PROSECUTION OF WORK (12-08)**.
3. Added the special provision entitled **PRE-AWARD CPM FOR CONTRACT TIME REVIEW**. (3 pages)
4. Added the special provision entitled **CONSIDERATION OF BIDS**. (1 page)
5. Added the special provision entitled **COST-PLUS-TIME BIDDING PROCEDURE (A+B METHOD)**. (1 page)
6. Added the special provision entitled **CRITICAL PATH METHOD (CPM) FOR CONSTRUCTION PROGRESS SCHEDULING (12/08)**. (6 pages)
7. Revised the special provision entitled **CONTRACT TIME**. (1 page)
8. Added the Contract Time Form. (1 page)
9. Revised the Construction Proposal Signature and Execution Form as follows: (2 pages)
 - a. Added (A+B Method) language

Please note these revisions in the proposal 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. Any previously submitted electronic bids must be re-submitted using the A+B Method.

Sincerely,

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

Attachments

Pc: Mr. Brian Buckel
Mr. Michael Stack
Mr. Fred Wetekamm
Mr. Jeff Burst
Federal Aid Administrator
Mr. Ed Wedge
Mr. Masood Rasoulia
Mr. David Branch, HNTB Corporation
Mr. William Koutnik, HNTB Corporation

STATE PROJECT NO(S). 704-36-0039, 704-36-0062, 704-36-0070 & 704-36-0075
TABLE OF CONTENTS

	Page No.
Title Sheet	A-1
Table of Contents	B-1
Notice to Contractors	C-1 thru C-2
Special Provisions	D-1 thru D-37
Supplemental Specifications:	
General Liability Policies (05/75)	E-1 thru E-14
Supplemental Specifications for 2006 Standard Specifications (08/08)	E-15 thru E-47
Sanitary Sewer Systems (08/06)	E-48 thru E-51
Railway Highway Grade Crossings (08/06)	E-52 thru E-54
Female and Minority Participation in Construction (01/83)	E-55 thru E-62
New Orleans Plan (01/83)	E-63 thru E-64
Required Contract Provisions, Federal-Aid Construction Contracts (04/93) (Rev. 05/94)	F-1 thru F-10
DBE Participation in Federal Aid Construction Contracts (06/08)	G-1 thru G-13
Minimum Wage Determination	H-1 thru H-4
Plans (112 sheets)	I-1 thru I-112
Construction Proposal Information:	
Title Sheet	J-1
Contract Time Form	J-1a
Bid Bond	K-1
Schedule of Items	L-1 thru L-9
Construction Proposal Signature and Execution Form	M-1 thru M-2

PRE-AWARD CPM FOR CONTRACT TIME REVIEW: Should only one bid be received then the single bidder shall be required to gain approval from the Chief Construction Engineer, as outlined below, prior to the Award of Contract. A Pre-Award CPM shall only be used for review and justification of the contract time submitted as part of the bid.

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 and establishing the critical items of work. In case of discrepancy between these specifications and *Construction Planning and Scheduling*, these specifications shall govern.

The Single Bidder shall submit to the Chief Construction Engineer for approval, CPM Construction Schedules and Summary of Activities tabulations, all as described hereinafter, and altogether defined as "Construction Schedule". The Construction Schedule shall be based on the planned work, the proposed 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 Construction Schedule will be considered in establishing the controlling item of work. If the Construction Schedule is not approved by the Chief Construction Engineer the bid will be considered irregular and will be rejected.

The sequence of work as represented on the approved Construction Schedule and approved associated data 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 pay item quantities associated with each activity shall be included and 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 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". 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. Remaining duration and calendar days used.

(c) Submittal: Prior to the Award of Contract the Single Bidder shall submit to the Chief Construction engineer for approval, in triplicate, a Construction Schedule giving a proposed schedule of operations that provides for completion of the work and a Summary of Activities tabulation. The Single Bidder 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 10 calendar days after receipt of the submittal, the Chief Construction engineer and Single Bidder shall meet and review the proposed schedules and tabulations. Any revisions resulting from the review shall be submitted, in triplicate, for approval within 5 calendar days after the meeting.

Failure to have obtained approval of the Construction Schedule and tabulations within 20 calendar days after the Bid Letting the bid will be considered irregular and will be rejected.

(d) The Pre-Award CPM Construction Schedule will be provided at no direct pay.

CONSIDERATION OF BIDS: Subsection 103.01 of the 2006 Standard Specifications is amended as follows:

Subsection 103.01(a) is amended to include the following:

(5) The single bidder on a Cost-Plus-Time bid fails to obtain approval from the Chief Construction Engineer of a Pre-Award CPM within 20 calendar days after the Bid Letting.

Subsection 103.01(b) is amended to include the following:

(7) The Contract Time submitted as part of a Cost-Plus-Time bid is found to be excessive by the Chief Construction Engineer.

COST-PLUS-TIME BIDDING PROCEDURE (A + B METHOD): The 2006 Standard Specifications and Supplemental Specifications, as amended elsewhere herein, are further amended as follows:

General. The process for bidding and the award of this project will take into account not only the contract amount bid but also the bidder's stated contract time in which the project will be completed to final acceptance. This method will only be used to determine the successful bidder. It will not be used to determine the award amount nor final payment to the contractor. Should only one contractor bid then he will be required to turn in a Pre-Award CPM prior to Award of Contract for time verification by DOTD.

Definition of Terms. For this project the following definitions apply:

- (a) Calendar Day – Refer to Subsection 101.03.
- (b) Contract Amount – The summation of the products of the quantities shown in the Schedule of Items multiplied by the unit bid prices.
- (c) Contract Time – The number of calendar days stated in the successful bidders proposal to complete the project to final acceptance as adjusted by authorized extensions.
- (d) Daily Road User Cost – The amount which represents the average daily cost of interference and inconvenience to the road user. The Department has assigned a daily road user cost of \$5000.00 per calendar day for this project.
- (e) Final Acceptance – Refer to Subsection 105.17(b).

Preparation of Proposal. In addition to all other bidding requirements of the project specifications, the bidder shall state his required completion time in the space provided on the "CONTRACT TIME" form contained elsewhere herein. The proposed completion time shall be based on the construction phases shown in the plans in their respective order and will be a factor used in considering bids for award. The stated number of calendar days required for completion will be the contract time for this project should the bidder be successful. Bids not including a contract time will be considered irregular and will be rejected.

Consideration of Bids. After bids are opened and read, they will be compared based on the Total Bid Amount as determined by the following formula. In case of equal total bid amounts between qualified bidders, award will be made to the bidder proposing the lowest contract time.

Total Bid Amount = A + B

Where:

A = the contract amount as defined herein.

B = the product of the number of calendar days of contract time stated by the bidder and the daily road user cost contained herein.

Conditional Notice to Proceed/Notice to Proceed. If this A + B project is awarded during the months of September, October or November, the Department will consider issuing a Conditional Notice to Proceed with an expiration date of March 1 of the following calendar year, whereupon a Notice to Proceed will become effective. Such request for delay from the contractor shall be in writing with justification for the delay. If a Conditional Notice to Proceed is issued then any assembly period, as provided in the special provision "Contract Time", is negated.

Late Completion. Should the contractor fail to complete the project to final acceptance prior to expiration of the contract time, stipulated damages will be charged an amount equal to the daily road user cost stated herein.

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.

CONTRACT TIME: The entire contract shall be completed in all details and ready for final acceptance in accordance with Subsection 105.17(b) within the time specified by the contractor.

Prior to assessment of contract time, the contractor will be allowed 15 calendar days from the date stipulated in the Notice to Proceed to commence with portions of the contract work including but not limited to assembly periods, preparatory work for materials fabrications such as test piles, or other activities which hinder progress in the beginning stages of construction. Prior to issuance of the Notice to Proceed, the Department will consider extending the assembly period, upon written request from the contractor justifying the need for additional time.

The contractor shall be responsible for maintenance of traffic from the beginning of the assembly period. During the assembly period, the contractor will be allowed to do patching and other maintenance work necessary to maintain the roadway with no time charges when approved by the engineer.

If the contractor begins regular construction operations prior to expiration of the assembly period, the assessment of contract time will commence at the time construction operations are begun.

The contractor is directed to the special provisions and the plans for any restrictions that may affect work schedules.

Work schedules restrictions:

Work shall automatically be suspended on Saturdays, Sundays, all legal holidays, and after five-thirty (5:30) P.M. until seven (7:00) A.M. of the following day, unless permitted in writing by the Director, New Orleans Department of Public Works. Said permission will not be unreasonably withheld.

**CONTRACT TIME FORM
COST-PLUS-TIME BIDDING PROCEDURE
(A + B) METHOD**

STATE PROJECT NO(S). 704-36-0039, 704-36-0062, 704-36-0070 & 704-36-0075

FEDERAL AID PROJECT NO(S). ER-ERP1(055), ER-ERP1(078), ER-ERP1(090) & ER-ERP1(095)

NAME OF PROJECT Permanent Repair to Federal Aid Eligible Roads

ROUTE Franklin Ave., Downman Rd., Almonaster Ave. & Alvar St./Poland Ave.

PARISH Orleans

CONTRACT TIME

The bidder shall determine the number of calendar days required for completion and final acceptance of the project and shall state this required time, in words, in the space provided below. The proposed completion time will be a factor used in considering bids for award of contract in accordance with the special provision, COST-PLUS-TIME BIDDING PROCEDURE (A+B METHOD). The stated number of calendar days required for completion will be the contract time for this project should the bidder be successful. Bids not including a contract time will be considered irregular and will be rejected.

CONTRACT TIME (Calendar Days To Completion, In Words)
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="text-align: right; padding-right: 50px;">Calendar Days</div>

Form CS-01
A + B

CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

THIS FORM, THE SCHEDULE OF ITEMS, AND THE PROPOSAL GUARANTY MUST BE COMPLETED AS INDICATED AND SUBMITTED TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD) TO CONSTITUTE A VALID BID

STATE PROJECT NO(S). 704-36-0039, 704-36-0062, 704-36-0070 & 704-36-0075

FEDERAL AID PROJECT NO(S). ER-ERP1(055), ER-ERP1(078), ER-ERP1(090) & ER-ERP1(095)

NAME OF PROJECT FRANKLIN AVE., DOWNMAN RD., ALMONASTER AVE. & ALVAR ST./POLAND AVE.

I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAREFULLY EXAMINED THE PROPOSAL, PLANS AND SPECIFICATIONS, INCLUDING ANY AND ALL ADDENDA, AND THE SITE OF THE ABOVE PROJECT AND AM (ARE) FULLY COGNIZANT OF ALL PROPOSAL DOCUMENTS, THE MASTER COPY OF WHICH IS ON FILE AT DOTD HEADQUARTERS IN BATON ROUGE, LA., AND ALL WORK, MATERIALS AND LABOR REQUIRED THEREIN, AND AGREE TO PERFORM ALL WORK, AND SUPPLY ALL NECESSARY MATERIALS AND LABOR REQUIRED FOR SUCCESSFUL AND TIMELY COMPLETION OF THE ABOVE PROJECT AND TO ACCEPT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS ATTACHED HERETO AND MADE A PART HEREOF MULTIPLIED BY THE ACTUAL QUANTITY OF UNIT OF MEASURE PERFORMED FOR EACH ITEM, AS AUDITED BY DOTD, AS FULL AND FINAL PAYMENT FOR ALL WORK, LABOR AND MATERIALS NECESSARY TO COMPLETE THE ABOVE PROJECT, SUBJECT TO INCREASE ONLY FOR PLAN CHANGES (CHANGE ORDERS) APPROVED BY THE DOTD CHIEF ENGINEER OR HIS DESIGNEE. THIS BID IS SUBMITTED IN ACCORDANCE WITH THE GENERAL BIDDING REQUIREMENTS IN THE CONSTRUCTION PROPOSAL AND ALL SPECIAL PROVISIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS, AND THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2006 EDITION). I (WE) UNDERSTAND THAT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS MULTIPLIED BY THE ESTIMATED QUANTITY OF UNIT OF MEASURE FOR EACH ITEM, ALONG WITH ANY OTHER FACTORS SPECIFIED TO BE APPLICABLE SUCH AS CONSTRUCTION TIME AND/OR LANE RENTAL, SHALL BE THE BASIS FOR THE COMPARISON OF BIDS. I (WE) UNDERSTAND THAT THE SCHEDULE OF ITEMS MUST CONTAIN UNIT PRICES WRITTEN OUT IN WORDS AND THAT THE SCHEDULE OF ITEMS SUBMITTED AS PART OF THIS BID IS ON THE FORM SUPPLIED BY DOTD IN THE BID PROPOSAL. MY (OUR) PROPOSAL GUARANTY IN THE AMOUNT SPECIFIED FOR THE PROJECT IS ATTACHED HERETO AS EVIDENCE OF MY (OUR) GOOD FAITH TO BE FORFEITED IF THIS BID IS ACCEPTED BY DOTD AND I (WE) FAIL TO COMPLY WITH ANY REQUIREMENT NECESSARY FOR AWARD AND EXECUTION OF THE CONTRACT, AS WELL AS, SIGN AND DELIVER THE CONTRACT AND PAYMENT/PERFORMANCE/RETAINAGE BOND AS REQUIRED IN THE SPECIFICATIONS.

NONCOLLUSION DECLARATION (APPLICABLE TO FEDERAL-AID PROJECTS)

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF LOUISIANA THAT I (WE) HAVE NOT DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE CONTRACT FOR THIS PROJECT NOR VIOLATED LA. R.S. 48:254.

BIDDER'S DBE GOAL STATEMENT (APPLICABLE TO DBE GOAL PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL PROJECT IN ACCORDANCE WITH THE DBE PROVISIONS OF THIS CONTRACT, THE BIDDER ASSURES DOTD THAT HE/SHE WILL MEET OR EXCEED THE DBE CONTRACT GOAL, OR IF THE BIDDER CANNOT MEET THE REQUIRED DBE GOAL, THE BIDDER ASSURES DOTD THAT HE/SHE HAS MADE AND CAN DOCUMENT GOOD FAITH EFFORTS MADE TOWARDS MEETING THE GOAL REQUIREMENT IN ACCORDANCE WITH THE CONTRACT AND DBE PROGRAM MANUAL INCORPORATED HEREIN BY REFERENCE.

THE APPARENT LOW BIDDER SHALL COMPLETE AND SUBMIT TO THE DOTD COMPLIANCE PROGRAMS OFFICE, FORM CS-6AAA AND ATTACHMENT(S) AND, IF NECESSARY, DOCUMENTATION OF GOOD FAITH EFFORTS MADE BY THE BIDDER TOWARD MEETING THE GOAL, WITHIN TEN BUSINESS DAYS AFTER THE OPENING OF BIDS FOR THIS PROJECT. RESPONSIVENESS OF INFORMATION SUPPLIED IN THIS SECTION OF THIS CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM IS GOVERNED BY THE DBE REQUIREMENTS INCLUDED WITHIN THE SPECIFICATIONS AND DBE PROGRAM MANUAL.

CERTIFICATION OF EMPLOYMENT OF LOUISIANA RESIDENTS TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECTS (APPLICABLE TO TIME PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECT AS DEFINED IN ACT NO. 16 OF THE 1989 FIRST EXTRAORDINARY SESSION OF THE LEGISLATURE WHICH ENACTED PART V OF CHAPTER 7 OF SUBTITLE II OF TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, COMPRISED OF R.S. 47:820.1 THROUGH 820.6.

THE BIDDER CERTIFIES THAT AT LEAST 80 PERCENT OF THE EMPLOYEES EMPLOYED ON THIS TIME PROJECT WILL BE LOUISIANA RESIDENTS IN ACCORDANCE WITH LOUISIANA R.S. 47:820.3.

NON PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS BEING SUBJECT TO PAYMENT ADJUSTMENT FOR ASPHALT CEMENT AND/OR FUELS, THE BIDDER HAS THE OPTION OF REQUESTING EXCLUSION FROM SAID PAYMENT ADJUSTMENT PROVISIONS THAT ARE ESTABLISHED BY SPECIAL PROVISION ELSEWHERE HEREIN.

IF THE BIDDER DESIRES TO BE EXCLUDED FROM THESE PAYMENT ADJUSTMENT PROVISIONS,

THE BIDDER IS REQUIRED TO MARK HERE ☐

FAILURE TO MARK THIS BOX PRIOR TO BID OPENING WILL CONSTITUTE FORFEITURE OF THE BIDDER'S OPTION TO REQUEST EXCLUSION.

CS-14A
08/06

BIDDER SIGNATURE REQUIREMENTS (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

(Name of Principal (Individual, Firm, Corporation, or Joint Venture))

(If Joint Venture, Name of First Partner)

(Louisiana Contractor's License Number of Bidder or First Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

(If Joint Venture, Name of Second Partner)

(Louisiana Contractor's License Number of Second Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

ACTING ON BEHALF OF THE BIDDER, THIS IS TO ATTEST THAT THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE CAPTIONED FIRM, CORPORATION OR BUSINESS, BY SUBMISSION OF THIS BID, AGREES AND CERTIFIES THE TRUTH AND ACCURACY OF ALL PROVISIONS OF THIS PROPOSAL, INCLUSIVE OF THE REQUIREMENTS, STATEMENTS, DECLARATIONS AND CERTIFICATIONS ABOVE AND IN THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY. EXECUTION AND SIGNATURE OF THIS FORM AND SUBMISSION OF THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY SHALL CONSTITUTE AN IRREVOCABLE AND LEGALLY BINDING OFFER BY THE BIDDER.

(Signature)

(Printed Name)

(Title)

(Date of Signature)

(Signature)

(Printed Name)

(Title)

(Date of Signature)

CONTRACTOR'S INFORMATIONAL BID

It is agreed that the total bid shown below, determined by the bidder, is for purposes of opening and reading bids only and that the low bidder for this project will be determined in accordance with the special provision entitled **COST-PLUS-TIME BIDDING PROCEDURE (A+B METHOD)**, as determined by the Department.

A = Summation of products of the quantities shown in the Schedule of Items multiplied by the unit prices.

A = _____

B = Bidders proposed contract time multiplied by the Daily User Cost (\$5,000.00).

B = _____ Calendar Days x \$5,000.00

B = _____

Contractor's Total Bid (A + B) _____

CS-14AA

08/06