

STATE OF LOUISIANA

US 90 (I-49 SOUTH)
ALBERTSON'S PARKWAY TO
AMBASSADOR CAFFERY
DESIGN-BUILD PROJECT

LAFAYETTE PARISH

STATE PROJECT NO. H.010620
FEDERAL AID PROJECT NO. H010620

REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS

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.