

STATE OF LOUISIANA

PHASE I OF THE I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12 CONSTRUCTION MANAGEMENT AT RISK PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

~~August 11, 2020~~ CONFORMED COPY

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STATE OF LOUISIANA
PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT

EAST BATON ROUGE PARISH
STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

~~August 11, 2020~~ **CONFORMED COPY**



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1.0 INTRODUCTION

This Request for Qualifications (RFQ) is issued by the Louisiana Department of Transportation and Development (LA DOTD) to seek Statement of Qualifications (SOQ) for the Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk (CMAR) Project (the “Project”).

SOQs will only be considered from those Proposers intending to provide pre-construction services and (if a Guaranteed Maximum Price (GMP), Baseline Progress Schedule, and Construction Services Scope of Work can be negotiated and agreed to between the Construction Management at Risk Contractor (the “CMAR Contractor”) and the LA DOTD) construction services under the Construction Management at Risk Contract (the “CMAR Contract”). SOQs from Proposers not offering to provide both pre-construction and construction services under the CMAR Contract will not be considered.

In the preparation of the SOQs, Proposers should address and/or consider the Project goals identified in Section 1.3.

See also Appendix D - CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit B – Pre-Construction Services Scope of Work, and Appendix E – CMAR Contract, Part 2 – Sample Construction Services Contract, Exhibit A – Construction Services Scope of Work.

1.1 PROJECT DESCRIPTION

1.1.1 Overall I-10: LA 415 to Essen Lane on I-10 and I-12 Project

The overall I-10: LA 415 to Essen Lane on I-10 and I-12 Project consists of widening and reconstruction of the I-10 east and west mainlines from ~~four-six~~ to six-eight lanes. The major improvements include, but are not limited to, the following:

- A) ~~b~~Bridge replacement and rehabilitation, as determined appropriate for each structure during Pre-Construction Services;
- B) ~~interchange~~ Interchange and ramp modifications;
- C) ~~S~~shoulder widening; and
- D) ~~a~~Auxiliary lane(s).

The overall Project is divided into two phases, as described below.

1.1.2 Phase I

The limits of Phase 1 (i.e., this Project) extend from ~~the Mississippi River Bridge (MRB)~~ west of Washington Street to Essen Lane on I-10.

1.1.3 Phase II

The limits of Phase 2 extend from LA 415 to ~~the MRB~~ west of Washington Street.

1.1.4 Funding

The LA DOTD is committed to funding of Construction Management at Risk Segment 1 (the “CMAR Segment 1”) of Phase I. Additional funding will be identified during the Pre-Construction Services Phase as the Segments are defined.

1.2 PUBLIC INTEREST

The LA DOTD has determined to use the CMAR project delivery method for this Project, as authorized pursuant to Louisiana R.S. 38:2225.2.4. It is the LA DOTD’s position that the use of CMAR for this Project is in the public interest and to the benefit of the LA DOTD. CMAR contracting provides a reduction in construction time by utilizing a concurrent execution of design and construction; aligns the LA DOTD’s, Design Professional’s, and CMAR Contractor’s mutual Project goals; and minimizes of the risk of construction and design disputes by using a collaborative process. Further, use of the CMAR project delivery method will allow more control over the ultimate costs of the Project and result in a more efficient use of both time and money.

1.3 PROJECT GOALS

The Louisiana Department of Transportation and Development’s goals for the Project are as follows:

- A) Successful collaboration, communication, and partnering between the CMAR Contractor, the Independent Cost Estimator (ICE), and the Design Professional throughout the Pre-Construction Services Phase;
- B) Innovative cost savings measures and construction methods that may be utilized to fund additional items of work;
- C) CMAR Contractor input during design review pertaining to constructability, means and methods, sequencing, temporary works, cost, and schedule to prepare for successful execution of the construction services of this Project;
- D) Minimized inconvenience to the traveling public during construction;
- E) Design and construction that minimize impacts to the surrounding property owners and business owners;
- F) A Project that includes innovative means and methods of construction while remaining within the corridor established by the NEPA documents;
- G) A Project that complies with the Permits, Mitigations and Commitments outlined in the Environmental Assessment (EA); and
- H) A Project completed within the agreed budget and schedule.

1.4 THE STATEMENT OF QUALIFICATIONS

1.4.1 Documents in the Request for Qualifications

The documents issued as part of this RFQ consist of the following:

- A) This RFQ;
- B) Addenda to this RFQ;
- C) Appendix A – Project Limits;
- D) Appendix B – Statement of Qualifications Instructions;
- E) Appendix C - Statement of Qualifications Forms;
- F) Appendices D and E, CMAR Contract Parts 1 through 2, inclusive of the following parts and any exhibits thereto:
 - 1) Part 1 – Sample Pre-Construction Services Agreement; and
 - 2) Part 2 – Sample Construction Services Contract; and
- G) Reference Documents.

The components of the RFQ are intended to be complementary and to describe and provide for a fair and competitive procurement process. Prior to execution of the CMAR Contract, the components of the RFQ complement one another in the descending order of precedence stated above. After execution of the CMAR Contract, the order of precedence is governed by Part 1 – Pre-Construction Services Agreement, Article I, or Part 2 – Construction Services Contract, Section 1.0, as appropriate.

1.4.2 Cover Letter

The Proposer shall provide a one-page letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants and Subcontractors. Authorized representatives of the Proposer’s organization must sign the letter. If the Proposer is not yet a legal entity or is a Joint Venture (JV), Limited Liability Company (LLC), or general partnership created specifically for this Project, authorized representatives of all proposed Principal Participants shall sign the letter. “Authorized representatives” are those representatives that possess notarized Powers of Attorney as set forth in Appendix B – SOQ Instructions, Section B2.2(F) and (G)(4).

The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed. The single point of contact identified in the cover letter shall be the same person identified on Form L-1 (*see* Appendix B – SOQ Instructions, Section B2.2(B)). All communication regarding the procurement process and Project shall be conducted with the Proposer’s single point of contact.

1.4.3 Executive Summary

An Executive Summary, not to exceed two pages, highlighting the positive elements of the Proposer's SOQ must be included with the SOQ. The Executive Summary should emphasize the benefits to the LA DOTD contained in the SOQ. The Executive Summary will not be considered confidential and, as such, should not contain any confidential proprietary or trade secret information. After Award of the CMAR Contract, the Executive Summary of any or all Proposers may be made public, at the sole discretion of the LA DOTD.

1.4.4 Statement of Qualifications

The SOQ must be submitted as specified in Appendix B to this RFQ, which is entitled "SOQ Instructions."

1.4.5 Inclusion in Construction Management at Risk Contract

The SOQ submitted by the successful Proposer will be included with and bound into the Pre-Construction Services Agreement as Exhibit F – CMAR Contractor's Statement of Qualifications at execution.

1.4.6 Required Forms

Failure to provide all the information and all completed forms (*see* Appendix C – SOQ Forms to this RFQ) in the format specified in Appendix B – SOQ Instructions of this RFQ may result in the LA DOTD's rejection of the SOQ or giving it a lower score. All blank spaces in the SOQ forms must be filled in as noted and no change will be made in the phraseology of the RFQ or in the items mentioned therein. **Any alterations, additions (other than expanding forms in order to properly include all required information), or deletions made to the format of the forms contained in Appendix C – SOQ Forms may render an SOQ non-responsive.**

1.4.7 Language in Statement of Qualifications

The verbiage used in each SOQ will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.4.8 Property of the Louisiana Department of Transportation and Development

All documents submitted by the Proposer in response to this RFQ will become the property of the LA DOTD, except for any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 2.5. Documents will not be returned to the Proposer.

1.4.9 Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the SOQ process in any of the documents supplied by the LA DOTD, the Proposer shall notify the LA DOTD of the alleged mistake, error, or ambiguity and the recommended correction in writing in accordance with Section 2.2. Failure to do so will be deemed a waiver of any claim for additional compensation associated therewith.

1.5 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
C.F.R.	Code of Federal Regulations
CMAR	Construction Management at Risk
DBE	Disadvantaged Business Enterprise
EA	Environmental Assessment
FHWA	Federal Highway Administration
FONSI	Finding of No Significant Impact
GMP	Guaranteed Maximum Price
JV	Joint Venture
LaDEQ	Louisiana Department of Environmental Quality
LA DOTD	Louisiana Department of Transportation and Development
LLC	Limited Liability Company
LOI	Letter of Interest
NEPA	National Environmental Policy Act
NOI	Notice of Intent
NTP	Notice to Proceed
QA	Quality Acceptance
RFQ	Request for Qualifications
ROW	Right of Way
SOQ	Statement of Qualifications
UPS	United Parcel Service
US	United States
USACE	United States Army Corps of Engineers
USPS	United States Postal Service
WQC	Water Quality Certification

1.6 DEFINITIONS

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFQ after the release date of the RFQ.

“Advertisement” means the public announcement in the form of the Notice of Intent (NOI) inviting qualified Proposers to obtain the 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 of where the RFQ was to be obtained, the terms and conditions under which LOIs were received, and such other matters as the LA DOTD deemed

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advisable to include therein. The Advertisement for this Project was published on June 20 and July 20, 2020.

“Affiliate” means 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;
 - 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.

“Clarifications” means a written exchange of information initiated by the LA DOTD that takes place between a Proposer and the LA DOTD after the receipt of all SOQs during the evaluation process. The purpose of Clarifications is to address ambiguities, omissions, errors or mistakes, and clerical revisions in SOQs.

“Construction Management at Risk or CMAR” means a delivery method by which the LA DOTD uses the Design Professional, that is engaged by the LA DOTD, for professional pre-design or design services, or both, and the LA DOTD contracts separately with the CMAR Contractor to engage in the Pre-Construction Services Phase. The CMAR Contractor may also provide construction services to build the Project if the CMAR Contractor is awarded the Construction Services Contract and one or more Segment Guaranteed Maximum Price Proposals (the “Segment GMP Proposals”) are approved by the LA DOTD.

“Construction Management at Risk Contract or CMAR Contract” means the Construction Management at Risk Contract (or, “CMAR Contract”), executed in the following two parts:

- A) The Pre-Construction Services Agreement; and

- B) If a Segment Guaranteed Maximum Price (the “Segment GMP”), Baseline Progress Schedule, and Segment Construction Services Scope of Work for at least one Segment are negotiated and agreed to between the LA DOTD and CMAR Contractor, the Construction Services Contract.

Depending on the context, the CMAR Contract could be referring to (1) the Pre-Construction Services Agreement, or (2) the Construction Services Contract, or (3) both, read as a single instrument.

“Construction Management at Risk Contractor or CMAR Contractor” means the Person, sole proprietorship, partnership, corporation, or other legal entity, properly licensed, bonded, and insured, that does one or both of the following:

- A) Provides construction experience to the LA DOTD and its Design Professional during the Pre-Construction Services Phase regarding the constructability of one or more Segments of the Project; and

- B) Assumes the risk to construct one or more Segments of the Project for a GMP without re-procurement, if the Segment GMP, Baseline Progress Schedule, and Segment Construction Services Scope of Work for at least one Segment are negotiated and agreed to between the LA DOTD and CMAR Contractor.

“Construction Management at Risk Segment 1” or **“CMAR Segment 1”** means the section of both directions of the I-10 mainline west of Washington Street to the on and off ramps at Perkins Road.

“Construction Services Contract” means, if successfully negotiated during pre-construction services, the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties to construct one or more Segments of the Project, including the performance of the work, the furnishing of labor and materials, the basis of payment, the GMP, and the Baseline Progress Schedule. The Construction Services Contract, if executed, is one part of the CMAR Contract.

“Construction Services Phase” means the time period when the CMAR Contractor performs the construction of one or more Segments of the Project. The time begins after the Construction Services Contract Notice to Proceed (NTP) is issued.

“Construction Services Scope of Work” means all duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services, if the CMAR Contractor is awarded the Construction Services Contract. The Construction Services Scope of Work is subdivided into Segment Construction Services Scopes of Work, and shall be updated as each applicable Segment Construction Services Scope of Work is negotiated and agreed to by the LA DOTD and CMAR Contractor.

“Design Professional” means the engineer, architect, or landscape architect that has secured a professional license from a Louisiana registration board as required by state law and that is selected by the LA DOTD in accordance with state law.

“Disadvantaged Business Enterprise” means a for profit small business concern as defined in 49 C.F.R. Part 26.

“Guaranteed Maximum Price or GMP” means the negotiated price between the LA DOTD and CMAR Contractor for construction services for the overall Project. The Guaranteed Maximum Price (GMP) is the total of the Segment Guaranteed Maximum Prices (the “Segment GMPs”).

“Key Personnel” means the persons listed in Article XXXVII of Appendix D – CMAR Contract – Part 1 - Sample Pre-Construction Services Agreement or Special Provision 108 of Appendix E – CMAR Contract – Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions.

“Lead Principal Participant” means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Proposer’s organization.

“Louisiana Department of Transportation and Development or LA DOTD” means the LA DOTD, through its offices and officers, responsible for developing and implementing programs to ensure adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of Louisiana R.S. Title 36, as amended.

“Person” means any individual, corporation, company, LLC, JV, voluntary association, partnership, trust, unincorporated organization, or governmental person.

“Pre-Construction Services Agreement” means the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties with respect to the performance of certain pre-construction services, including, but not limited to, scheduling, pricing, and segmenting to assist the LA DOTD to design a more constructible Project. The Pre-Construction Services Agreement is one part of the CMAR Contract.

“Pre-Construction Services Phase” means the first phase of the Project when the CMAR Contractor performs the activities under the Pre-Construction Services Agreement.

“Pre-Construction Services Scope of Work” means all duties and services to be furnished and provided by the CMAR Contractor as required by the Pre-Construction Services Agreement, including, the administrative, quality control, quality assurance, procurement, legal, professional, supervision, management, and documentation and all other efforts necessary or appropriate to complete the pre-construction services.

“Principal Participant” means any of the following entities:

- A) The Proposer;
- B) If the Proposer is a JV, partnership, or LLC created specifically for purposes of proposing on this Project, any joint venturer, partner, or member of the Proposer; and/or

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- C) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Proposer.

“Project” means the Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project. The Project will be divided into Segments during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1.

“Proposer” means a Person submitting an SOQ for the Project in response to the RFQ. For purposes of the CMAR Contract, the CMAR Contractor means a Proposer.

“Reference Documents” means the documents provided with and so designated in the RFQ. The Reference Documents, including plans contained therein and/or so designated, are not a part of the CMAR Contract and are provided to the Proposers for informational purposes and for use in the Proposer’s SOQ preparation, at the Proposer’s discretion.

“Request for Qualifications” means the LA DOTD’s RFQ issued on August 4, 2020.

“Secretary” means the Secretary of the LA DOTD.

“Segment” means the individual portions of the Project to be defined during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1. The intent is to negotiate individual Segment GMP Proposals for each Segment of the Project.

“Segment Construction Services Scope of Work” means all duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services for an individual Segment, if the CMAR Contractor is awarded the Construction Services Contract and the Segment GMP Proposal is approved by the LA DOTD.

“Segment Guaranteed Maximum Price” or **“Segment GMP”** means the negotiated price between the LA DOTD and CMAR Contractor for construction services for an individual Segment of the Project. The GMP is the total of the Segment GMPs.

“Segment Guaranteed Maximum Price Proposal” or **“Segment GMP Proposal”** means the proposal submitted by the CMAR Contractor during the course of the Pre-Construction Services Agreement that sets forth the proposed Segment GMP, including Margin, bonds, and insurance; Baseline Progress Schedule; and Segment Construction Services Scope of Work for an individual Segment of the Project.

“Stakeholder” means 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, the Federal Highway Administration (FHWA), local city and parish governments, permitting agencies, and utility companies and the associated staff members of these entities.

“Statement of Qualifications” means the submission made by a Proposer in response to the RFQ, including all Clarifications thereto submitted in response to requests by the LA DOTD.

“Weakness” means a flaw in the SOQ that is determined by the LA DOTD to increase the risk of unsuccessful CMAR Contract performance. A significant Weakness in the SOQ is a flaw that is determined by the LA DOTD to appreciably increase the risk of unsuccessful CMAR Contract performance.

For definitions of other initially capitalized terms, *see* Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit A – Acronyms and Definitions, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 101, as appropriate.

1.7 GOVERNING LAW

The laws of the State of Louisiana will govern the RFQ and CMAR Contract.

1.8 IMPROPER CONDUCT

1.8.1 Prohibited Activities

If the Proposer, or Person(s) representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the LA DOTD, including its agents or Person(s) representing the LA DOTD at any time during this procurement process, the LA DOTD will immediately disqualify the Proposer, the Proposer shall forfeit its Proposal Bond, the Proposer shall not be entitled to any payment, and the LA DOTD may sue the Proposer for damages.

1.8.2 Non-Collusion Form

The Proposer shall provide the Non-Collusion Form (Appendix C – SOQ Forms to this RFQ). *See also* Appendix B – SOQ Instructions to this RFQ.

1.9 LANGUAGE REQUIREMENTS

All correspondence regarding the RFQ, SOQ, and CMAR Contract must be in the English language. If any original documents required for the SOQ are in any other language, the Proposer shall provide an English translation, which will take precedence in the event of conflict with the original language.

1.10 PROPOSAL SCHEDULE

1.10.1 Anticipated Schedule

The following schedule is anticipated. The LA DOTD reserves the right to alter these dates.

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Schedule Event	Date
Issue date of the RFQ	August 11, 2020
Date for one-on-one meetings regarding the procurement and CMAR Contract, if held (<i>see</i> Section 4.2)	Week of September 14, 2020
Final date for receipt of Proposer RFQ questions	September 29, 2020
Issue date for final Addendum and/or answers to Proposer RFQ questions	October 13, 2020
SOQ due date	October 27, 2020
Proposer oral presentations, if held	Week of November 9 ¹⁶ , 2020
Selection of the successful Proposer	November 23, 2020
Award	December 28, 2020
Pre-Construction Services Agreement executed and NTP	January 12, 2021

1.10.2 Statement of Qualifications Due Date

The completed SOQ shall be delivered to the LA DOTD’s designated point of contact at 10BR.CMAR@la.gov, no later than 12:00 p.m. (Central Time), on the SOQ due date specified in Section 1.10.1. Only electronic submission of SOQs will be permitted.

1.11 CHANGES TO THE PROPOSER’S ORGANIZATION

It is a requirement of the LA DOTD that the Proposer’s organization, including Principal Participants and Key Personnel, identified in the SOQ remain intact for the duration of the procurement process and the CMAR Contract. A Proposer may propose substitutions for participants after the SOQ submittal. However, such changes will require written approval by the LA DOTD, which approval may be granted or withheld in the LA DOTD’s sole discretion. Requests for changes in any of the Principal Participants or a subcontractor responsible for performing more than 20% of the construction services will be particularly scrutinized. A rejection of the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

If a request is made to add to the organization, other than the addition of subcontractors, the Proposer shall submit with its request that information specified for a Principal Participant in the RFQ, including legal and financial data as well as the information for qualitative evaluation. If a Principal Participant is being deleted, the Proposer shall submit such information as may be required by the LA DOTD to demonstrate that the changed team meets the RFQ criteria. The LA DOTD specifically reserves the right to accept or reject the requested change. A rejection of

the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

If the Proposer wishes to change any of the Key Personnel presented by the Proposer in its SOQ, the Proposer must submit a request to change its organization in writing. If a request is made to change any Key Personnel, the Proposer shall submit with its request that information specified for that Key Personnel in the RFQ, including a resume. The LA DOTD specifically reserves the right to accept or reject the requested change. A rejection of the requested change by the LA DOTD, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

The Proposer's submission of an SOQ in response to this RFQ is an acknowledgment and certification that the Proposer is committed to assigning the resources identified in its SOQ, including Key Personnel and other staff identified by name, equipment, Material, supplies, and facilities to this Project if the Proposer is awarded the CMAR Contract, to the extent that assigning these resources remains within the control of the Proposer and its Principal Participants.

1.12 INELIGIBLE FIRMS

A potential organizational conflict of interest may occur where consultants and/or their subcontractors that assisted the LA DOTD in the preparation of the RFQ, including the firms listed in Section 1.12.1, participate as a Proposer or a member of a Proposer in response to that RFQ. However, the LA DOTD may determine that there is not an organizational conflict of interest for a consultant or subcontractor under the following circumstances:

- A) Where the role of the consultant or subcontractor was limited to provision of preliminary design, reports, or similar "low level" documents that will be incorporated into the RFQ and did not include assistance in the development of the RFQ or evaluation criteria; and
- B) Where all documents and reports that were delivered to the LA DOTD by the consultant or subcontractor are made available to all the Proposers through the RFQ.

The Proposer shall include a full disclosure of all potential organizational conflicts of interest in its SOQ. The successful Proposer and its Principal Participants must disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The successful Proposer and its Principal Participants must state how their interests, or those of their chief executives, directors, Key Personnel, or any proposed subcontractor may result in, or could be viewed as, an organizational conflict of interest.

In addition, any firm that is rendered ineligible due to any state or federal action is ineligible to participate with any Proposer. A Proposer must not submit an SOQ, nor will an SOQ be considered, if the Proposer or any Principal Participant is on the LA DOTD's list of Disqualified Contractors or Consultants or is debarred by the LA DOTD, any other agency of the State of Louisiana, or the federal government on the date of submission of the SOQ or award. If a subcontractor identified in a Proposer's SOQ is placed on the LA DOTD's list of Disqualified

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Contractors or Consultants or is debarred by the LA DOTD, any other agency of the State of Louisiana, or the federal government on the date of the submission of the SOQ or award, the LA DOTD specifically reserves the right to require the affected Proposer to replace the disqualified or debarred subcontractor prior to that Proposer's SOQ being considered or eligible for award under this procurement.

1.12.1 List of Ineligible Firms

The following firms are subject to the requirements set forth in this Section 1.12:

- A) Arcadis Us Inc.;
- ~~B) Barber Brothers Contracting Co., L.L.C.;~~
- ~~C) Earth Search, Inc.;~~
- ~~D) ELOS Environmental, L.L.C.;~~
- ~~E) Franklin Associates, Inc.;~~
- ~~F) GEC, Inc.;~~
- ~~G) Huval and Associates, Inc.;~~
- ~~H) Modjeski & Masters, Inc.;~~
- ~~I) Nossaman LLP;~~
- I) Prairie Contractor, LLC
- J) Providence Engineering and Environmental Group, LLC;
- K) Reich Landscape Architecture, L.L.C.;
- L) Sigma Consulting Group;
- M) SJB Group, L.L.C.; ~~and~~
- N) T. Baker Smith, LLC; and
- ~~O) Volkert, Inc.~~

1.13 PROJECT SCOPE AND PRE-CONSTRUCTION SERVICES BUDGET

Proposers shall refer to Section 1.1 for a description of the Project and to Appendices D and E CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit B – Pre-Construction Services Scope of Work, and Part 2 – Sample Construction Services Contract, Exhibit A – Construction Services Scope of Work for the Project's scope.

The total compensation payable to the CMAR Contractor for performance of pre-construction services is estimated to not exceed \$3 million, which will be allocated to each Segment prior to the CMAR Contractor received Notice to Proceed (NTP) for pre-construction services for the applicable Segment. This total pre-construction services compensation amount will be finalized in the awarded Pre-Construction Services Agreement. The Proposer's SOQ shall confirm its ability to perform pre-construction services within the estimated total compensation.

The LA DOTD's estimated cost for construction services under the Construction Services Contract is anticipated to not exceed ~~\$685,000,000.00~~\$716,000,000.00. The Segment GMP for construction services for each individual Segments under the Construction Services Contract will be negotiated during the performance of the Pre-Construction Services Agreement. Successful negotiation of the Segment GMP for CMAR Segment 1 is a condition precedent to award of the Construction Services Contract.

1.14 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The LA DOTD has determined that Disadvantaged Business Enterprise (DBE) requirements apply to pre-construction and construction services for the Project, and has adopted a DBE Program to provide DBEs opportunities to participate in the business activities of the LA DOTD as service providers, vendors, contractors, subcontractors, advisors, and consultants. The LA DOTD has adopted the definition of DBEs set forth in 49 C.F.R. § 26.5. The Proposer's DBE compliance obligations are governed by all applicable federal DBE regulations, including 49 C.F.R. Part 26, as well as applicable requirements set forth in the CMAR Contract and the LA DOTD's DBE Program document.

The LA DOTD's annual agency-wide DBE goal for Fiscal Years (FY) 2020 to 2022 is 15.0%. It is the strong position of the LA DOTD that this Project affords opportunities for DBEs that will well exceed the annual goal. Proposers should note that if the LA DOTD's annual goal increases prior to finalization of a Segment GMP, then the annual goal as determined at the time of the development of the applicable Segment will be the applicable annual goal.

The LA DOTD's DBE requirements applicable to the CMAR Contract are set forth in Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit E – DBE Participation in Federal Aid Construction Management at Risk Contracts, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 110, Appendix 110A, and LA DOTD's DBE Program adopted pursuant to 49 C.F.R. Part 26. The DBE participation goal for the Pre-Construction Services Agreement is 7%.

The DBE goal for the construction services for each Segment approved to be performed under the Construction Services Contract will be determined at or before 60% design for each Segment as that Segment advances through pre-construction services. The CMAR Contractor will be required to submit updated DBE forms and information demonstrating that it has met the assigned goal, or has conducted good faith efforts (GFE) to do so, with the corresponding Segment Guaranteed Maximum Price Proposal (the "Segment GMP Proposal).

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As set forth in Section B2.2(I) of Appendix B – SOQ Instructions, each Proposer shall submit Form DBEC, Appendix C – SOQ Forms, with its SOQ. Failure to provide Form DBEC will be considered a breach of the SOQ requirements and will render an SOQ non-responsive.

The selected Proposer shall provide DBE commitments in the form required by the LA DOTD as DBE subcontractors are identified, in accordance with Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Exhibit E – DBE Participation in Federal Aid Construction Management at Risk Contracts, and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 110, Appendix 110A, and the LA DOTD’s DBE Program.

1.15 ENVIRONMENTAL STATUS AND MITIGATIONS

A Finding of No Significant Impact (FONSI) is anticipated to be completed for the Project by the fourth quarter of 2020. Any work described herein is subject to adjustment due to any determinations as a result of the final environmental documentation, including a “No Build” determination, and any required permits.

It will be the responsibility of the CMAR Contractor to comply with mitigation requirements and any other requirements or general conditions of any NEPA documents. If the CMAR Contractor chooses to modify the data on which any NEPA documents are based or a permit itself, a modification in the mitigation requirements may ensue. The CMAR Contractor will be responsible to construct or pay for, at its sole expense, any and all required NEPA document modifications/mitigation.

1.16 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its SOQ, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The LA DOTD reserves the right to reject the SOQ of the Proposer if this certification is subsequently determined to be false, and to terminate any CMAR Contract awarded based on such a false response.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The CMAR Contract will be procured per Louisiana R.S. 38:2225.2.4. The intent of the LA DOTD is to award the CMAR Contract to the most highly qualified Proposer.

The CMAR Contractor will be selected based on both Pass/Fail Evaluation Factors and Qualitative Evaluation Factors.

2.2 RECEIPT OF THE REQUEST FOR QUALIFICATIONS AND OTHER INFORMATION

The RFQ and other information may be obtained by Proposers that have submitted Letters of Interest (LOI) to the LA DOTD in response to the Advertisement.

2.2.1 Louisiana Department of Transportation and Development Designated Point of Contact

The LA DOTD's designated point of contact for this Project is the LA DOTD's Project Manager, Nicholas Olivier, P.E.

The LA DOTD will only consider questions regarding the RFQ if submitted in writing by a Proposer that has submitted an LOI. All such requests must be submitted in the Microsoft Word format shown on Form Q (*see* Appendix C – SOQ Forms to this RFQ) to the LA DOTD's designated point of contact for this Project at I-10BR.CMAR@la.gov.

All questions must be received by the LA DOTD at the Electronic-mail (E-mail) address specified in this Section 2.2.1 no later than the date specified in Section 1.10.1. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other LA DOTD office, consultant, or employee will be considered. All responses will be in writing and will be delivered without attribution to all Proposers.

In general, the LA DOTD will not consider any correspondence delivered in any other way except as specified above, except the LA DOTD may convene informational and/or one-on-one meetings with Proposers, as it deems necessary.

2.2.2 Rules of Contact

The rules are designed to promote a fair, unbiased, legally defensible procurement process. The LA DOTD is the single source of information regarding the CMAR Contract and procurement. The following rules of contact will apply during procurement for the Project, and commenced on the date of the Advertisement. Contact includes face-to-face, telephone, facsimile, E-mail, or any other formal or informal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification.

- A) A Proposer or any of its team members must not communicate with another Proposer or its team members with regard to the Project, this RFQ, or either Proposer's SOQ, except that subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during LA DOTD sponsored informational meetings.
- B) The Proposers shall correspond with the LA DOTD regarding this RFQ only through the LA DOTD's and Proposer's designated representatives.

- C) The Proposers shall not contact any LA DOTD employees, including, department heads; members of the evaluation teams or Selection Review Committee; and any official who will participate in the decision to award the CMAR Contract regarding the Project except through the process identified above. Contact between Proposer organizations and LA DOTD employees is allowed during LA DOTD sponsored informational meetings and one-on-one meetings.
- D) Any communications determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification, at the sole discretion of the LA DOTD.
- E) Any official information regarding the Project will be disseminated from the LA DOTD's designated point of contact identified in Section 2.2.1. Any official correspondence will be in writing and signed by the LA DOTD's designated point of contact.
- F) The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.
- G) The Proposers shall not contact Stakeholder staff regarding the Project.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The LA DOTD reserves the right to issue Addenda relating to this RFQ at any time during the period of the procurement. The LA DOTD is responsible for providing Addenda only to the Proposers that have submitted an LOI. Persons or firms that obtain the RFQ from sources other than the LA DOTD bear the sole responsibility for obtaining any Addenda issued by the LA DOTD for the Project.

2.3.2 Correspondence and Information

The Proposer shall note that no correspondence or information from the LA DOTD or anyone representing the LA DOTD regarding the RFQ or the SOQ process in general will have any effect unless it is in compliance with Section 2.2.2.

2.3.3 Responses to Questions

Each Proposer is responsible for reviewing the RFQ prior to the dates specified for submission of questions relating to the RFQ in Section 1.10.1 and for requesting interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such question must be submitted in accordance with Section 2.2.1. The LA DOTD will provide written responses to questions received from Proposers as specified in Section 2.2.1. Summaries of the questions and responses will be sent to all Proposers that have submitted an LOI without attribution. The responses will not be considered part of the CMAR Contract but may be relevant in interpreting the CMAR Contract.

2.3.4 Date for Issuance of Final Addendum and Responses to Questions

The LA DOTD does not anticipate issuing any Addenda and/or responses to questions related to the RFQ later than the date specified in Section 1.10.1.

2.4 COMPLIANT STATEMENT OF QUALIFICATIONS

The Proposer shall submit an SOQ that provides all the information required by the RFQ. The Proposer's SOQ may be rejected if the SOQ, or any portion thereof, does not fully comply with the instructions and rules contained in the RFQ, including the appendices.

Each SOQ must be submitted in the official format that is specified by the LA DOTD. The Proposer shall sign each copy of the SOQ submitted to the LA DOTD.

SOQs may be considered non-responsive and may be rejected for any of the following reasons:

- A) If the SOQ is submitted in a format other than that furnished or specified by the LA DOTD; if it is not properly signed; if the Form of SOQ (*see* Appendix C – SOQ Forms to this RFQ) is altered except as contemplated herein; if any form included in Appendix C – SOQ Forms is altered to either add, delete, or change the form in any way (other than expanding forms in order to properly include all required information); or if any part of the required format is deleted from the SOQ package;
- B) If the SOQ or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the RFQ or contains unauthorized additions, conditions, or alternates or other irregularities of any kind, and if the LA DOTD determines that such irregularities make the SOQ incomplete, indefinite, or ambiguous as to its meaning;
- C) If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a CMAR Contract following award;
- D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Bond (*see* Appendix C – SOQ Forms to this RFQ) is not provided, and/or if requested information deemed material by the LA DOTD is not provided; and
- E) If for any other reason the LA DOTD determines the SOQ to be non-responsive.

2.5 NON-PUBLIC PROCESS

The LA DOTD will maintain a process to ensure confidentiality for the duration of this procurement. In accordance with Louisiana R.S. Section 48:255.1, the LA DOTD may require each Proposer to furnish sufficient information that will indicate the financial and other capacities of the Proposer to perform the proposed Work. This information will be subject to audit and must be submitted by the Proposer in a format clearly marked "confidential," and the

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information contained therein will be treated as confidential and will be exempted from the provisions of Louisiana R.S. Sections 44:1 through 37.

Further, if the Proposer submits information in its SOQ that it wishes to protect from disclosure, the Proposer must do the following:

- A) Clearly mark all proprietary or trade secret information as such in its SOQ at the time the SOQ is submitted and include a cover sheet stating “DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;
- B) Include a statement with its SOQ justifying the Proposer’s determination that certain records are proprietary or trade secret information for each record so defined;
- C) Submit one copy of the SOQ that has all the proprietary or trade secret information deleted from the SOQ and label such copy of the SOQ “Public Copy” or certify in its cover letter that the SOQ contains no proprietary or trade secret information; and
- D) Upon notice from the LA DOTD that a request for release of information has been received, immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD’s cancellation or termination of this procurement or award and subsequent execution of a CMAR Contract. In submitting an SOQ, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in the possession of the State.

Proposers and the LA DOTD agree that any records pertaining to this procurement will remain confidential until CMAR Contract execution, unless such records are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information not already protected prior to CMAR Contract execution, the Proposer, whose information is requested, will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

2.6 SUBMISSION OF STATEMENTS OF QUALIFICATIONS

2.6.1 Submission of a Statement of Qualifications

The SOQ must be submitted in accordance with this RFQ and the following requirements:

- A) The subject line of the electronic submission must state “Statement of Qualifications – Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project.” (See Appendix B – SOQ Instructions.) The SOQ must be

delivered to the designated point of contact at the address identified in Section 1.10.2;

- B) The State Project Number H.004100/Federal Project No. H004100, the fact that this is an SOQ for the Project, and the name and address of the Proposer must be clearly stated in the cover E-mail;
- C) The SOQ must be received by the designated point of contact no later than the time specified in Section 1.10.2; and
- D) Where certified copies are required, the Proposer shall stamp the document or cover with the words “Certified True Copy” and have the stamp oversigned by the Proposer’s designated point of contact.

2.6.2 Modifications to a Statement of Qualifications

A Proposer may modify its SOQ in writing prior to the time and to the designated point of contact specified in Section 1.10.2 of the RFQ on the SOQ due date identified in Section 1.10.1. The modification must conform in all respects to the requirements for submission of an SOQ, including electronic submission. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original SOQ and must specifically state that the modification supersedes the previous SOQ and all previous modifications, if any. If multiple modifications are submitted, they must be sequentially numbered so the LA DOTD can accurately identify the final SOQ. The modification must contain complete SOQ sections, complete pages, or complete forms as described in Appendix B – SOQ Instructions of this RFQ. Line item changes will not be accepted.

2.6.3 Withdrawal of a Statement of Qualifications

A Proposer may withdraw its SOQ only by a written and signed request that is received by the LA DOTD prior to the SOQ due date identified in Section 1.10.1 and prior to the time and to the designated point of contact specified in Section 1.10.2. If a Proposer withdraws any portion of its SOQ then it will be deemed to have withdrawn its SOQ in its entirety.

Following withdrawal of its SOQ, the Proposer may submit a new SOQ, provided that it is received prior to the time designated in Section 1.10.2 on the SOQ due date identified in Section 1.10.1 and submitted in accordance with the requirements of this RFQ. The Proposer agrees that its SOQ will remain valid for 180 calendar days following the SOQ due date identified in Section 1.10.1. In the event a Proposer withdraws all or any part of its SOQ within 180 calendar days following the SOQ due date identified in Section 1.10.1 without written consent of the LA DOTD, the Proposer shall forfeit its Proposal Bond.

2.6.4 Public Opening of Statements of Qualifications

There will be no public opening of the SOQs.

2.6.5 Late Statements of Qualifications

The LA DOTD will not consider any late SOQs.

2.7 EXAMINATION OF THE REQUEST FOR QUALIFICATIONS AND WORK SITE

The Proposer shall carefully examine the site of the proposed Work, including material pits and haul roads, and the complete RFQ, including Reference Documents, before submitting an SOQ.

The submission of an SOQ will be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the CMAR Contract. The Proposer must so certify on the Form of SOQ (*see* Appendix C – SOQ Forms) in order for the SOQ to be valid.

3.0 PROPOSAL REQUIREMENTS

3.1 LICENSING REQUIREMENTS

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations. Evidence of proper licensing shall be provided prior to award of the CMAR Contract to the apparently successful Proposer.

3.2 PROPOSAL BOND

3.2.1 Requirements

A Proposal Bond (*see* Appendix C – SOQ Forms) must accompany the SOQ.

3.2.2 Return of Proposal Bond

Proposal Bonds will not be returned to the unsuccessful Proposers. All Proposal Bonds will be destroyed after CMAR Contract execution.

3.2.3 Surety Requirements

Any Proposal Bond provided in accordance with this Section 3.2 must be issued by a surety that is qualified in accordance with Louisiana Revised Statutes 48:255(D).

3.2.4 Rights Reserved

Each Proposer understands and agrees, by submitting its SOQ, that the LA DOTD reserves the right to reject any and all SOQs, or part of any SOQ, and that the SOQ may not be withdrawn for a period of 180 calendar days subsequent to the SOQ due date identified in Section 1.10.1 without written consent of the LA DOTD.

Each Proposer further understands and agrees that if it should withdraw any part or all of its SOQ within 180 calendar days after the SOQ due date identified in Section 1.10.1 without the consent of the LA DOTD; should refuse or be unable to enter into the CMAR Contract; should

refuse or be unable to furnish an adequate and acceptable performance bond, if required; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; or should refuse or be unable to furnish the information requested in this RFQ, it must forfeit its Proposal Bond.

The Proposer understands that any material alteration of documents specified in this Section 3.2 or any of the material terms contained on the Proposal Bond (*see* Appendix C – SOQ Forms), other than that requested, will render the SOQ non-responsive and non-compliant.

3.3 SIGNATURES REQUIRED

The Form of SOQ (*see* Appendix C - SOQ Forms) must be signed by all parties or Person(s) constituting the Proposer (i.e., by authorized representatives of all JV or LLC members or general partners, if the Proposer is a JV, LLC, or partnership and if that JV, LLC, or partnership has been specifically created for the purposes of proposing on this Project). If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney must be provided, together with evidence of authorization.

3.4 NUMBERS OF DOCUMENTS

3.4.1 Statement of Qualifications

The electronic copy of the SOQ shall be certified as a true copy in accordance with Section 2.6.1(D).

3.4.2 Cost of Preparing Statement of Qualifications

The cost of preparing the SOQ and any costs incurred at any time before or during the SOQ process, including costs incurred for any informational or one-on-one meetings or oral presentations, must be borne by the Proposer.

3.4.3 Obligation to Award

The LA DOTD is under no obligation to award the CMAR Contract to the most highly qualified Proposer, to award to the apparent successful Proposer, or to award the CMAR Contract at all.

4.0 PRE-PROPOSAL MEETINGS AND SUBMITTALS

The LA DOTD reserves the right to hold either joint informational meetings or individual one-on-one meetings with all Proposers at any time prior to the SOQ due date identified in Section 1.10.1.

4.1 JOINT INFORMATIONAL MEETINGS

Although the LA DOTD does not anticipate any joint informational meetings during this procurement, the LA DOTD may hold joint informational meetings with all Proposers at any time prior to the SOQ due date identified in Section 1.10.1. If the LA DOTD determines that a joint informational meeting is in the best interest of this procurement, an invitation to the joint

informational meeting will be sent to each Proposer that has submitted an LOI identifying the specifics of the time, date, and location; attendees; anticipated agenda; and whether or not attendance at the joint informational meeting is mandatory.

4.2 ONE-ON-ONE MEETINGS

The LA DOTD may determine to conduct one-on-one meetings with firms that submitted an LOI and that may act as the Lead Principal Participant for a Proposer at any time prior to the SOQ due date specified in Section 1.10.1.

If the LA DOTD determines that one-on-one meetings are in the best interest of this procurement, an invitation to a one-on-one meeting will be sent to each firm that has submitted an LOI and that may act as the Lead Principal Participant for a Proposer identifying the specifics of the time, date, and location; attendees; and whether or not attendance at the one-on-one meetings is mandatory.

Any information and documents necessary for the preparation of SOQs that are disclosed by the LA DOTD during the course of a one-on-one meeting will be made available to all Proposers as soon as practicable, provided that the LA DOTD will not disclose such information if doing so would reveal a Proposer's confidential business strategy. All Proposers and the LA DOTD agree that any other communications exchanged during the course of a one-on-one meeting will remain confidential until CMAR Contract execution, unless records are exchanged that are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information, not already protected, prior to CMAR Contract execution, the Proposer whose information is requested will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

5.0 STATEMENT OF QUALIFICATIONS EVALUATIONS

The SOQ must be submitted in accordance with Appendix B – SOQ Instructions. Other than the Executive Summary, the information contained in the SOQ will not be disclosed to the public or any Proposer until after CMAR Contract execution.

The written SOQ will be evaluated by the Selection Review Committee on the Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors identified in this RFQ. The Selection Review Committee consists of the following members, or their designees:

- A) Nicholas Olivier, P.E., Project Manager;
- ~~B) Andy Barber, Barber Brothers Contracting Co., L.L.C.;~~
- ~~C) Jeffery Chatelain, P.E.;~~
- ~~D) Chris Guidry, P.E.; and~~
- D) Kenny Smith, P. E., P.L.S., T. Baker Smith, LLC
- E) Jay Winford, P.E., Prairie Contractors, LLC.

If any member of the Selection Review Committee listed in Section 5.0(A) through (E) needs to be replaced due to an unforeseeable circumstance, Proposers will be notified as expeditiously as possible.

Each Selection Review Committee member will be required to review each SOQ in its entirety. After initial review of each SOQ is completed, the Selection Review Committee will meet to discuss each Proposer's SOQ and each Selection Review Committee member will initially rate each SOQ. The LA DOTD reserves the right to schedule Proposer Oral Presentations in accordance with Section 5.5. Subsequent to the Proposer Oral Presentations, if held, and subsequent to the receipt of any clarification pursuant to 5.3, the Selection Review Committee will meet to discuss each eligible Proposer's SOQ, responses to requests for clarifications, and Oral Presentation, if held.

After initial evaluations; receipt of clarifications, if requested; and oral presentations, if held, each Selection Review Committee member will determine the pass/fail status of each Pass/Fail Evaluation Factor. Each Selection Review Committee member will then determine the rating and assign the corresponding score for each Qualitative Evaluation Subfactor and Factor.

After each Selection Review Committee member assigns a technical rating and corresponding score for each Qualitative Evaluation Subfactor and Factor, the Chair of the Selection Review Committee will conduct a mathematical calculation, taking into account each Selection Review Committee member's Qualitative Evaluation Subfactor and Factor score and weighting to arrive at the total SOQ score for each Proposer's SOQ for each member of the Selection Review Committee.

The Selection Review Committee members' total SOQ scores for each Proposer will be averaged to determine that Proposer's overall total SOQ score.

The LA DOTD reserves the right to award a CMAR Contract, to reject any or all SOQs, or to advertise for new SOQs, if in the judgment of the LA DOTD the best interests of the public will be promoted thereby.

Proposers are encouraged to keep in mind and address the Project goals identified in Section 1.3 in their SOQs.

5.1 EVALUATION FACTORS AND CRITERIA

Legal and Financial evaluation factors and elements will be evaluated on a pass/fail basis by each member of the Selection Review Committee.

Project Understanding and Technical Approaches, Proposer Experience, Organization and Key Personnel, Disadvantaged Business Enterprise, Past Performance, and Public Outreach and Communication Qualitative Evaluation Factors, and any corresponding subfactors, will be rated on a qualitative basis by each member of the Selection Review Committee prior to conversion to a score in accordance with Table 5-2, "Rating/Scoring Conversion Table."

An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 for the SOQ to be further evaluated and rated based on the Qualitative Evaluation Subfactors and

Factors identified in Section 5.1.3. An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 for the Proposer to be eligible for oral presentations, if held.

After initial rating of SOQs, the LA DOTD may, at its sole discretion, invite the four most highly rated Proposers to an oral presentation, if held, and Key Personnel interviews, if utilized.

In order to be eligible for award, a Proposer must have been invited to an oral presentation, if held, and Key Personnel interviews, if utilized, and an SOQ must receive a final rating of “pass” on each Pass/Fail Evaluation Factor and a minimum rating of “acceptable -” on each Qualitative Evaluation Subfactor and Factor.

5.1.1 Statement of Qualifications Responsiveness

An initial responsiveness review of the SOQ will be performed prior to any evaluation in order to determine that all information requested in this RFQ is provided and in the format specified in Appendix B – SOQ Instructions.

5.1.2 Pass/Fail Evaluation Factors

Each SOQ must achieve a rating of “pass” on any Pass/Fail Evaluation Factor listed in Sections 5.1.2.1 through 5.1.2.2 to receive further consideration. Failure to achieve a “pass” rating on any Pass/Fail Evaluation Factor after any Clarifications, if utilized, (*see* Section 5.2.3) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

5.1.2.1. Legal Pass/Fail Evaluation Factor

The Legal Pass/Fail Evaluation Factor includes, but is not limited to, the following elements:

- A) A properly executed Form of SOQ, (Appendix C – SOQ Forms);
- B) For any member of the Proposer team performing construction work, evidence of the license to perform such work within the State of Louisiana or a commitment to obtain the license prior to CMAR Contract award;
- C) Completion and submittal of specified forms and documents;
- D) A disclosure regarding any potential organizational conflicts of interest, as further explained at Section 1.12; and
- E) Compliance with any other RFQ legal requirements.

The specific information to be submitted is identified in Appendix B – SOQ Instructions, Section B2.2.

5.1.2.2. Financial Pass/Fail Evaluation Factor

Financial evidence must show evidence and affirmation of the Proposer’s capability to secure performance and payment bonds covering the specific terms of the Construction Services Contract. (*See* Section B3.2 of Appendix B – SOQ Instructions and Appendix E - CMAR

Contract Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 103.)

5.1.3 Qualitative Evaluation Factors and Their Relative Importance

The following are the Qualitative Evaluation Factors:

- A) Project Understanding and Technical Approaches Qualitative Evaluation Factor;
- B) Proposer Experience Qualitative Evaluation Factor;
- C) Organization and Key Personnel Qualitative Evaluation Factor;
- D) Disadvantaged Business Enterprise Qualitative Evaluation Factor;
- E) Past Performance Qualitative Evaluation Factor; and
- F) Public Outreach and Communication Qualitative Evaluation Factor.

The Project Understanding and Technical Approaches Qualitative Evaluation Factor is assigned a weight of 45%. The Proposer Experience Qualitative Evaluation Factor is assigned a weight of 20%. The Organization and Key Personnel Qualitative Evaluation Factor is assigned a weight of 15%. The Disadvantaged Business Enterprise Qualitative Evaluation Factor is assigned a weight of 10%. The Past Performance and Public Outreach and Communications Qualitative Evaluation Factors are each assigned a weight of 5%.

5.1.3.1. Project Understanding and Technical Approaches Qualitative Evaluation Factor

The Project Understanding and Technical Approaches Qualitative Evaluation Factor is made up of the following subfactors:

- A) Pre-Construction Services Understanding and Approaches Qualitative Evaluation Subfactor; and
- B) Construction Services Understanding and Approaches Qualitative Evaluation Subfactor.

The subfactors listed in Section 5.1.3.1(A) and (B) are each assigned a weight of 50%.

Specific information to be submitted is identified in Section B4.0 of Appendix B – SOQ Instructions to this RFQ.

5.1.3.2. Organization and Key Personnel Qualitative Evaluation Factor

The Organization and Key Personnel Qualitative Evaluation Factor is made up of the following subfactors:

- A) Proposer’s Organization Qualitative Evaluation Subfactor; and

B) Proposer's Key Personnel Qualitative Evaluation Subfactor.

The subfactor listed in Section 5.1.3.2(A) is assigned a weight of 35%. The subfactor listed in Section 5.1.3.2(B) is assigned a weight of 65%.

Specific information to be submitted is identified in Section B5.0 of Appendix B – SOQ Instructions to this RFQ.

5.2 EVALUATION GUIDELINES

5.2.1 Qualitative Evaluation Subfactors and Factors

The Qualitative Evaluation Subfactors and Factors identified in Section 5.1.3 will be evaluated in accordance with the guidelines provided in this Section 5.2.1 by each member of the Selection Review Committee.

The Qualitative Evaluation Subfactors and Factors will be rated by each member of the Selection Review Committee using a qualitative/descriptive (adjectival) method. The following qualitative/descriptive ratings will be used in the rating of each Qualitative Evaluation Subfactor and Factor.

Qualitative Evaluation Subfactor and Factor ratings will then be converted into Qualitative Evaluation Subfactor or Factor scores for each Selection Review Committee member for each Proposer. Each Selection Review Committee member's Qualitative Evaluation Subfactor and Factor scores will be used to calculate the total SOQ score for each Selection Review Committee member for each Proposer.

EXCEPTIONAL ~ The Proposer has demonstrated qualifications or an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the LA DOTD. This rating indicates a consistently outstanding level of quality with very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.

GOOD ~ The Proposer has demonstrated qualifications or an approach that is considered to exceed stated criteria. This rating indicates a generally better than acceptable quality with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.

ACCEPTABLE ~ The Proposer has demonstrated qualifications or an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Qualitative Evaluation Subfactor or Factor demonstrates a reasonable probability of Proposer success. Weaknesses are minor and can be readily corrected.

UNACCEPTABLE ~ The Proposer has demonstrated qualifications or an approach that indicates significant Weaknesses and/or unacceptable quality. The Qualitative Evaluation Subfactor or Factor fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of Proposer success. Weaknesses are so major and/or extensive that a major revision to the SOQ would be necessary.

In assigning ratings the LA DOTD may assign “+” or “-” (such as, “exceptional -,” “good +,” and “acceptable +”) to the ratings to better differentiate within a rating in order to more clearly differentiate between the Proposers.

5.2.2 Rating/Scoring Conversion Table

After each member of the Selection Review Committee assigns a rating for each Qualitative Evaluation Subfactor and Factor, each rating shall be converted to a score using Table 5-2, Rating/Scoring Conversion Table.

Table 5-2 Rating/Scoring Conversion Table

Qualitative Evaluation Subfactor/Factor Rating	Qualitative Evaluation Subfactor/Factor Score
Exceptional +	8,500
Exceptional	7,500
Exceptional -	6,500
Good +	5,500
Good	4,500
Good -	3,500
Acceptable +	2,500
Acceptable	1,500
Acceptable -	500
Unacceptable	0

5.3 CLARIFICATIONS

The Proposer shall provide accurate and complete information to the LA DOTD. If information is not complete, the LA DOTD will either declare the SOQ non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement of this Project until all information requested is provided. Insufficient or omitted information may be brought to the attention of the Proposer by the LA DOTD, in its sole discretion, through a request for Clarifications, including submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, the SOQ may be declared non-responsive.

All requests for Clarifications and responses must be in writing by E-mail and be limited to answering the specific information requested by the LA DOTD.

5.4 ADDENDUM AFTER STATEMENT OF QUALIFICATIONS SUBMISSION

In the event a material error is discovered in the RFQ during the SOQ evaluation process, the LA DOTD will issue an Addendum to all Proposers that have submitted SOQs requesting revised SOQs based upon the corrected RFQ.

5.5 ORAL PRESENTATIONS

5.5.1 General

The LA DOTD may, in its sole discretion, require Proposers to make formal oral presentations with regard to their SOQs. The purpose of oral presentations is to afford each Proposer the following opportunities:

- A) Highlight the most significant aspects of its SOQ;
- B) Communicate its understanding of the RFQ requirements and other documents included in the RFQ; and
- C) Respond to LA DOTD questions.

The LA DOTD will use the information gained from the oral presentation to assist in its evaluation of the SOQs.

5.5.2 Eligibility for Presentations

An SOQ must receive a pass on all Pass/Fail Evaluation Factors listed in Section 5.1.2 after initial rating for the Proposer to be eligible for oral presentations, if held. After initial rating of SOQs, the LA DOTD may, at its sole discretion, invite the four most highly rated Proposers, after initial rating of SOQs, to an oral presentation, if held, and Key Personnel interviews, if utilized.

5.5.3 Ground Rules

If oral presentations are used, the LA DOTD will issue an invitation to eligible Proposers, setting forth the following ground rules for the oral presentation:

- A) Number of speakers;
- B) Number of attendees;
- C) Time limitations;
- D) Visual aid requirements; and
- E) Question-and-answer session requirements.

Oral presentations must not be used to fill in missing or incomplete information that is required in the written SOQs. Topics or issues not addressed in the written SOQ must not be discussed during the oral presentations.

The LA DOTD may tape record, videotape, and/or transcribe all or any part of the oral presentations.

5.5.4 Order of Presentations

If oral presentations are scheduled, the LA DOTD will establish the order of the oral presentations on a random basis. Once formally established, the oral presentation date and time is not negotiable. The LA DOTD will notify each Proposer by letter of the date, time, and place of the oral presentation. Failure to appear within the specified block of time will result in a Proposer's forfeiture of the opportunity to make an oral presentation. If the Proposer arrives late within the specified block of time, the Proposer will be allowed to make a presentation, but the block of time will not be extended.

5.5.5 Key Personnel Interviews

If oral presentations are scheduled, the LA DOTD reserves its right to include interviews with one or more Key Personnel in addition to the oral presentations.

5.6 SELECTION DETERMINATION

The importance of quality in the completed Project requires that the maximum possible flexibility be afforded the CMAR Contractor to perform pre-construction services and (if a GMP, Baseline Progress Schedule, and Construction Services Scope of Work can be negotiated and agreed upon between the CMAR Contractor and the LA DOTD) the construction services for the Project. The LA DOTD's procedures for the evaluation and selection of SOQs are structured to provide a comprehensive evaluation of quality that will result in the selection of the appropriate CMAR Contractor.

The Selection Review Committee will rate the SOQs on Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors. In determining the successful Proposer, each Selection Review Committee member will evaluate each Qualitative Evaluation Subfactor and Factor and assign a rating and score for each Proposer using the guidelines in Sections 5.2.1 and 5.2.2. The Chair of the Selection Review Committee will subsequently conduct mathematical calculations, taking into account each Qualitative Evaluation Subfactor and Factor score and weight, to determine each Selection Review Committee member's total SOQ score for each Proposer. The average of these total SOQ scores will result in the overall total SOQ score for each Proposer.

The LA DOTD will not award the CMAR Contract to any Proposer that receives a "fail" rating on any Pass/Fail Evaluation Factor (Section 5.1.2) or receives a Qualitative Evaluation Subfactor or Factor rating of less than "acceptable -" for any Qualitative Evaluation Subfactor or Factor (Section 5.1.3). The LA DOTD will not award the CMAR Contract to any Proposer that the LA DOTD determines has submitted a non-responsive SOQ.

Unless all Proposals are rejected or this procurement is cancelled, the CMAR Contract will be awarded to the responsive Proposer offering a fully compliant SOQ that, after evaluation of the Pass/Fail Evaluation Factors and Qualitative Evaluation Subfactors and Factors, results in the most highly qualified Proposer.

5.7 NEGOTIATIONS

Upon identification of the selected Proposer, the LA DOTD will proceed with the selected Proposer to finalize the Pre-Construction Services Agreement. The LA DOTD may agree to limited negotiations with the selected Proposer to clarify any issues regarding the Pre-Construction Services Scope of Work, schedule, pre-construction services pricing and payment, or any other information provided by the successful Proposer.

Any decision to commence or continue negotiations regarding the terms of the Pre-Construction Services Agreement is at the LA DOTD's discretion. By submitting its SOQ, each Proposer commits to entering into the sample Pre-Construction Services Agreement included in the RFQ at Appendix D, without negotiation or variation, and to fill in blanks and include information from the SOQ that the sample Pre-Construction Services Agreement indicates is required.

If a Pre-Construction Services Agreement satisfactory to the LA DOTD cannot be negotiated with the selected Proposer, the LA DOTD will formally end negotiations with that Proposer and take one of the following actions:

- A) Require the selected Proposer to enter into the Pre-Construction Services Agreement in the form included in the RFQ at Appendix D, without variation except to fill in blanks and include information from the SOQ that the sample Pre-Construction Services Agreement indicates is required. If the selected Proposer chooses to not enter into the Pre-Construction Services Agreement in the form included in the RFQ, the selected Proposer will forfeit its Proposal Bond;
- B) Reject all SOQs; or
- C) Proceed to the next most highly qualified Proposer to finalize or attempt to negotiate the Pre-Construction Services Agreement with that Proposer.

6.0 CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD AND EXECUTION

6.1 CONSTRUCTION MANAGEMENT AT RISK CONTRACT AWARD

If negotiations are successful with the selected Proposer and within 15 working days after receipt of the Pre-Construction Services Agreement, the selected Proposer shall deliver to the LA DOTD, along with the appropriate number of executed originals of the Pre-Construction Services Agreement, one original and three certified copies of the following:

- A) Insurance certificates; and
- B) Evidence that the CMAR Contractor (including its Principal Participants, if relevant) and any subcontractors performing construction work are properly licensed, if not previously provided.

Failure to comply with the above may result in cancellation of the notice of award and forfeiture of the Proposal Bond.

The Pre-Construction Services Agreement with the selected Proposer will not be effective until both the CMAR Contractor and the LA DOTD have signed it.

Refer to Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement and Part 2 – Sample Construction Services Contract for a sample of the CMAR Contract that the selected Proposer will be required to sign. The selected Proposer shall not make any additions to, deletions from, or changes in the required CMAR Contract.

6.2 EXECUTION OF PRE-CONSTRUCTION SERVICES AGREEMENT

The successful Proposer will be required to execute four originals of the Pre-Construction Services Agreement and to comply in all respects with the statutory provisions relating to the CMAR Contract within 15 working days of the date of the delivery of the Pre-Construction Services Agreement by the LA DOTD. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Pre-Construction Services Agreement to the LA DOTD within the 15 working day period herein mentioned, the amount of the Proposal Bond may be forfeited and paid to the LA DOTD.

The selected Proposer shall, with its executed Pre-Construction Services Agreement, provide the LA DOTD the Proposer's Federal Internal Revenue Service Employer Identification Number, or, if the Proposer is an individual with no employer identification number, the Proposer's Social Security Number.

If the Pre-Construction Services Agreement is not executed by the LA DOTD within 20 working days following receipt from the successful Proposer of the signed Pre-Construction Services Agreement and all appropriate and satisfactory documents identified in Section 6.1(A) and (B), the Proposer shall have the right to withdraw the SOQ without penalty.

If the LA DOTD and the successful Proposer fail to execute the Pre-Construction Services Agreement within the time periods identified above, award of the CMAR Contract may be made to the apparent "next" successful Proposer, or the work may be re-advertised and completed under a different contract or otherwise, as the LA DOTD may decide.

The Pre-Construction Services Agreement will not be effective until it has been fully executed by all of the parties thereto.

7.0 PROTESTS

This Section 7.0 sets forth the exclusive protest remedies available with respect to the selection determination of the successful Proposer. Each Proposer, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFQ, it shall indemnify, defend, and hold the LA DOTD and its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Proposer's actions. The submission of

an SOQ by a Proposer will be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

7.1 WRITTEN PROTESTS ONLY

All protests must be in writing. Protests must be delivered to Sanettria Pleasant (Protest Official) at I-10BR.CMAR@la.gov.

All protests must be submitted within five calendar days from the selection of the successful Proposer. Any protest not set forth in writing within the time limits specified in these procedures is null and void and will not be considered.

7.2 PROTEST CONTENTS

All Protests must include the following information:

- A) The name and address of the Proposer;
- B) The State and Federal Project numbers;
- C) A detailed statement of the nature of the protest and the grounds on which the protest is made; and
- D) All factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements must be provided under penalty of perjury.

The protestor shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it will be decided on the basis of the written submissions by the Protest Official or her designee.

7.3 PROTEST DECISION

The Protest Official or her designee will issue a written decision regarding any protest within seven calendar days, at which time the LA DOTD will not proceed with the procurement until after the written decision is issued. The decision issued in writing by the Protest Official or her designee is the final decision of the LA DOTD. No further right of appeal is granted herein.

8.0 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS AND DISCLAIMERS

8.1 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS

The LA DOTD may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFQ. The LA DOTD reserves the right, in its sole and absolute discretion, to do any of the following:

- A) Reject any or all SOQs;

Louisiana Department of Transportation and Development

- B) Issue a new RFQ;
- C) Cancel, modify, or withdraw the entire RFQ;
- D) Issue Addenda, supplements, and modifications to this RFQ;
- E) Modify the RFQ process (with appropriate notice to Proposers);
- F) Appoint a Selection Review Committee and, if necessary, evaluation teams and/or subcommittees to review SOQs and seek the assistance of outside technical experts in SOQ evaluation;
- G) Approve or disapprove the use of subcontractors and/or substitutions and/or changes of Proposer team members or Key Personnel;
- H) Revise and modify, at any time before the SOQ due date identified in Section 1.10.1, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the LA DOTD will circulate an Addendum to all Proposers that have submitted an LOI setting forth the changes to the evaluation factors or methodology. The LA DOTD may extend the SOQ due date identified in Section 1.10.1 if such changes are deemed by the LA DOTD, in its sole discretion, to be material and substantive;
- I) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs;
- J) Disqualify any Proposer that changes its organization without LA DOTD written approval;
- K) Hold the SOQs under consideration for a maximum of 180 calendar days after the SOQ due date specified in Section 1.10.1; and/or
- L) Refuse to issue an RFQ to a prospective Proposer and to refuse to consider an SOQ, once submitted, or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:
 - 1) Failure on the part of a Proposer or Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
 - 2) Default on the part of a Proposer or Principal Participant under previous contracts;
 - 3) Unsatisfactory performance of previous work by the Proposer or a Principal Participant;
 - 4) Issuance of a notice of debarment, suspension, or disqualification under LA DOTD or federal policies or regulations to the Proposer or a Principal Participant;

- 5) Submittal by the Proposer of more than one SOQ for the same work under the Proposer's own name or under a different name;
- 6) Evidence of collusion between a prospective Proposer (or any Principal Participant) and other Proposer(s) (or Principal Participants) in the preparation of an SOQ, proposal, or bid for any LA DOTD project; and/or
- 7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible, which in the judgment of the LA DOTD might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

This RFQ does not commit the LA DOTD to enter into a CMAR Contract, nor does it obligate the LA DOTD to pay for any costs incurred in preparation and submission of SOQs or in anticipation of a CMAR Contract. By submitting an SOQ, a Proposer disclaims any right to be paid for such costs.

8.2 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S DISCLAIMER

In issuing this RFQ and undertaking the procurement process contemplated herein, the LA DOTD specifically disclaims the following:

- A) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

STATE OF LOUISIANA

**PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT**

EAST BATON ROUGE PARISH

**STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100**

REQUEST FOR QUALIFICATIONS

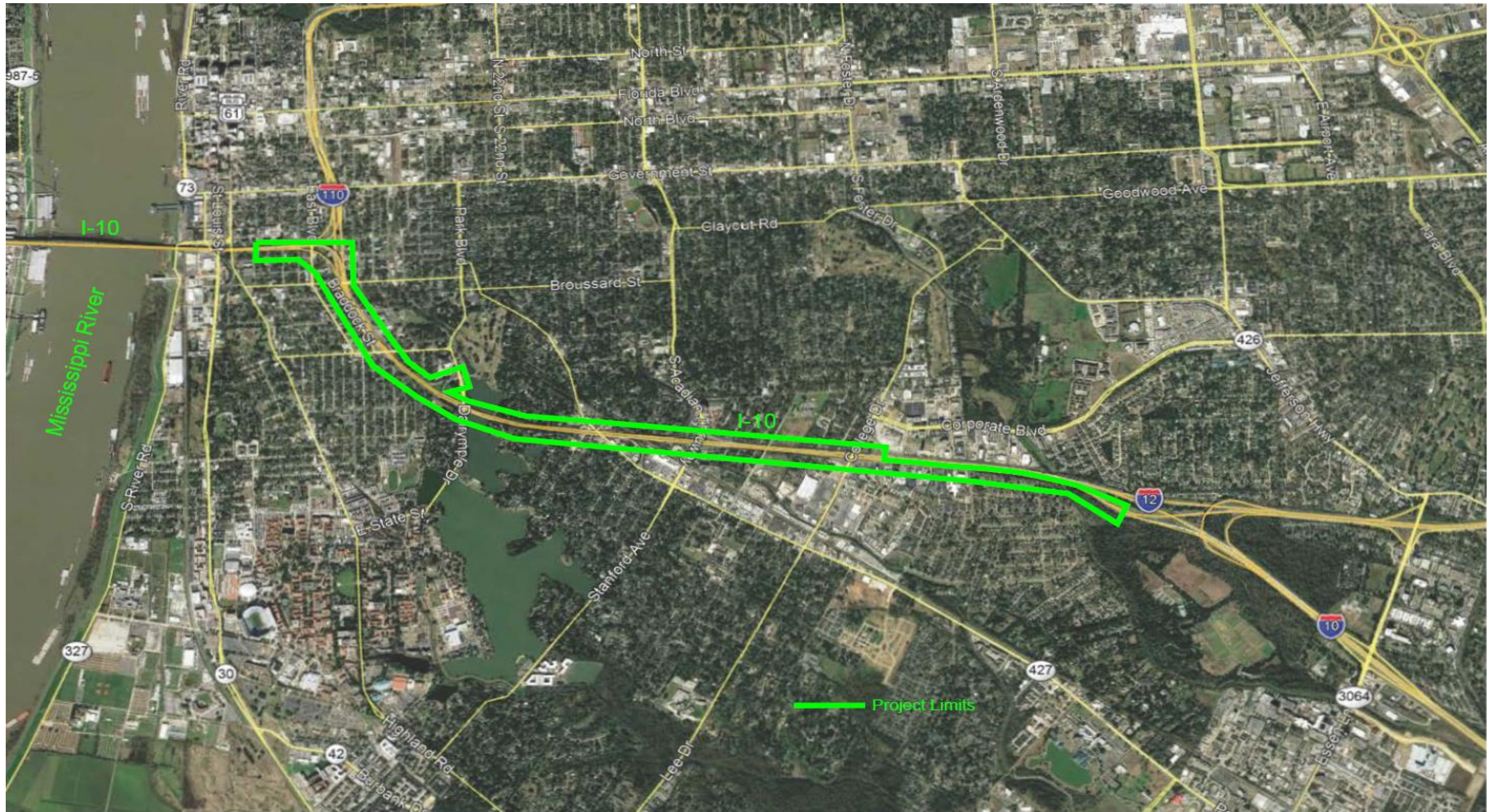
**APPENDIX A
PROJECT LIMITS**

AUGUST 11, 2020 CONFORMED COPY



I-10: LA 415 to Essen Lane on I-10 and I-12

Phase 1 Project Limits



STATE OF LOUISIANA

PHASE I OF THE I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12 CONSTRUCTION MANAGEMENT AT RISK PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

~~AUGUST 11, 2020~~ CONFORMED COPY

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B1.0 GENERAL INSTRUCTIONS

This Appendix B – Statement of Qualifications Instructions (or, “Appendix B – SOQ Instructions”) to the Request for Qualifications (RFQ) describes the specific instructions for preparing the Statements of Qualifications (SOQ).

The Proposer shall submit the information required by this Appendix B – SOQ Instructions in the organization and format, and using the forms, specified herein. Failure to provide the requested information on the forms and in the format specified may result in the Louisiana Department of Transportation and Development (LA DOTD) declaring the SOQ non-responsive. Failure to provide all the information requested in this Appendix B – SOQ Instructions may result in the LA DOTD declaring the SOQ non-responsive.

Upon Award, the SOQ of the selected Proposer will be incorporated into the Pre-Construction Services Agreement at Exhibit F.

SOQs must be submitted in one volume, tabbed appropriately (*see* Table B-2 – Outline for Submission of the SOQ) containing the following information:

- A) Legal;
- B) Financial;
- C) Project Understanding and Technical Approaches;
- D) Proposer Experience;
- E) Organization and Key Personnel;
- F) Disadvantaged Business Enterprise;
- G) Past Performance; and
- H) Public Outreach and Communication.

All information submitted in the SOQ will be used for evaluating the SOQ.

All forms named herein are found in Appendix C – SOQ Forms unless otherwise noted.

Text must be in English in a standard font, a minimum of 12 points in height, single-spaced. Font sizes smaller than 12 points in height may be used in connection with graphics, tables or captions provided that readability is maintained. Pages must be 8½ inch by 11 inch white paper, with simple lettered/numbered dividers for each section/subsection.

Drawings, graphs, organization charts, or sketches must be submitted on 11 inch by 17 inch and/or 8 ½ inch by 11 inch white paper.

The Proposer shall number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

The Proposer shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information must be easily reproducible by normal black and white photocopying machines.

The SOQ is limited to a total of 125 pages, exclusive of tabs and divider pages, cover letters, the Executive Summary, calculations, specifications, drawings or sketches, required forms (found in Appendix C – SOQ Forms), organization charts, and resumes.

B2.0 LEGAL PASS/FAIL EVALUATION FACTOR

B2.1 OBJECTIVES

The objective of the Legal Pass/Fail Evaluation Factor is to identify legally constituted Proposers able to submit SOQs, enter into the CMAR Contract, and complete the Work and that have obtained all required licenses or committed to do so prior to award of the CMAR Contract.

B2.2 LEGAL INFORMATION FOR SECTION 1 OF THE STATEMENT OF QUALIFICATIONS

The Proposer shall submit the following legal information:

- A) The Form of SOQ that constitutes a firm offer to the LA DOTD valid for 180 calendar days after the SOQ due date. The Form of SOQ must be executed by the Proposer or by its legally authorized representative or by each Joint Venture (JV) or Limited Liability Company (LLC) member or general partner (as applicable) by their respective legally authorized representatives, if that JV, LLC, or partnership has been specifically created for the purposes of proposing on this Project;
- B) Form L-1 (Appendix C – SOQ Forms), Proposer’s Organization Information, for the Proposer’s organization. The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed on Form L-1. The single point of contact identified on Form L-1 shall be the same person identified in the cover letter (*see* RFQ, Section 1.4.2). All communication regarding the procurement process and Project shall be conducted with the Proposer’s single point of contact;
- C) Form L-2 (Appendix C – SOQ Forms), Principal Participant Certification, for each Principal Participant covering the last five years;
- D) Evidence in the form of a Certificate of Authority issued by the Louisiana Secretary of State certifying that the Proposer is qualified and authorized to do

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- business in the State of Louisiana, or a commitment to become registered prior to award of the CMAR Contract;
- E) Evidence that one or more Principal Participants of the Proposer, or the Proposer itself, holds the appropriate licenses from the Louisiana State Licensing Board for Contractors or a commitment signed by authorized representatives of the Proposer and its Principal Participants, if relevant, to become licensed prior to award of the CMAR Contract;
- F) A notarized Power of Attorney naming the individual who signed the SOQ on the Proposer's behalf as its attorney-in-fact, with authority to execute and deliver the SOQ, any Clarifications, and the CMAR Contract on the Proposer's behalf and to act for and bind the Proposer in all matters relating to the SOQ. If the individual who signed the SOQ on the Proposer's behalf is an officer of the Proposer, a Power of Attorney is not required;
- G) The Non-Collusion Form certifying that the SOQ is not the result of, and has not been influenced by, collusion;
- H) Form CRCF (*see* Appendix C – SOQ Forms), certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding the Project;
- I) Form CRBI (*see* Appendix C – SOQ Forms), certifying that the Proposer is not engaging in a boycott of Israel, and shall, for the duration of the CMAR Contract, refrain from a boycott of Israel;
- J) A disclosure of any potential organizational conflicts of interest, as further explained at Section 1.12 of the RFQ, including disclosure of all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The disclosure must state how the Proposer's interests, or those of its chief executives, directors, Key Personnel, or any proposed subcontractors may result in, or could be viewed as, an organizational conflict of interest. If the LA DOTD determines that an actual or potential conflict of interest exists that cannot be avoided, neutralized, or mitigated, that Proposer will not be eligible for award of the CMAR Contract; and
- K) If the Proposer is a JV, LLC, or partnership that has been specifically created for the purposes of proposing on this Project, it shall also submit the following:
- 1) Identity of the Lead Principal Participant of the entity, if any (on Form L-1, Appendix C – SOQ Forms);

- 2) Percent equity share held by each member (in the Lead Principal Participant column of Form L-1, Appendix C – SOQ Forms). Each member of a JV, LLC, or partnership that has been specifically created for the purposes of proposing on this Project must be an equity partner in the organization;
- 3) Evidence that each member of the JV, LLC, or partnership will be jointly and severally liable for any and all of the duties and obligations, including performance, of the Proposer assumed under the SOQ and under any CMAR Contract arising therefrom, should its SOQ be accepted by the LA DOTD; and
- 4) A notarized Power(s) of Attorney executed by each JV member, LLC member, or general partner, if the JV, LLC, or partnership has been specifically created for the purposes of proposing on this Project, naming the individual who signed the SOQ and joint and several liability document on its behalf as its attorney-in-fact, with authority to execute the SOQ, joint and several liability document, and CMAR Contract, as appropriate, on its behalf and to act for and bind it in all matters relating to the SOQ.

B3.0 FINANCIAL PASS/FAIL EVALUATION FACTOR

B3.1 OBJECTIVES

To identify Proposers with demonstrated capability to undertake the financial responsibilities associated with the Project, specifically bonding.

B3.2 FINANCIAL INFORMATION FOR SECTION 2 OF THE STATEMENT OF QUALIFICATIONS

The Proposer shall submit a letter from a surety(ies) indicating that the Proposer is capable of obtaining a Proposal bond and performance and payment bonds covering the Construction Services Contract. The bonding/security capacity levels in Table B-1 represent minimum levels. The Proposer shall submit a letter from a qualified surety as provided by Louisiana Revised Statutes 48:255(D). The letter must specifically state that the surety/insurance company has evaluated the Proposer’s and each Principal Participant’s backlog and work-in-progress in determining its bonding capacity. If the letter is submitted by co-sureties or a joint venture of sureties, the letter must clearly state that the sureties making up the co-surety or the joint venture are bound in solido for the full amount of the bond. **Letters indicating “unlimited” bonding/security capability are not acceptable.**

**TABLE B-1
MINIMUM BONDING LEVELS**

Proposal Bond/Security	Payment Bond/Security	Performance Bond/Security
\$150,000.00	Up to \$394,000,000.00	Up to \$394,000,000.00

The Construction Services Contract is anticipated to not to exceed ~~\$685,000,000.00~~ \$716,000,000.00. The Segment GMP for construction services for CMAR Segment 1 is anticipated to not exceed \$394,000,000.00. The Segment GMP for construction services for each individual subsequent Segment under the Construction Services Contract will be negotiated during the performance of the Pre-Construction Services Agreement.

In addition, the Proposer shall submit the Proposal Bond with the SOQ. *See also* RFQ Section 3.2.

**B4.0 PROJECT UNDERSTANDING AND TECHNICAL APPROACHES
QUALITATIVE EVALUATION FACTOR**

B4.1 OBJECTIVES

The following are the objectives for the Project Understanding and Technical Approaches Qualitative Evaluation Factor:

- A) To demonstrate the Proposer’s overall understanding of the Project and how the Proposer’s concept will meet or exceed the requirements of the LA DOTD’s goals for the Project, as set forth in Section 1.3 of the RFQ; and
- B) To identify the Proposer with the best understanding of the CMAR delivery process and the potential risks associated with the Project.

**B4.2 PROJECT UNDERSTANDING AND TECHNICAL APPROACHES
INFORMATION FOR SECTION 3 OF THE STATEMENT OF
QUALIFICATIONS**

**B4.2.1 Pre-Construction Services Understanding and Approaches Qualitative
Evaluation Subfactor**

The Proposer shall submit the following information related to the pre-construction services:

- A) A narrative description of the Proposer’s understanding of the Project and its goals and how the goals will be met through the CMAR process;
- B) A discussion of the Proposer’s approach to performing the required Pre-Construction Services Scope of Work while meeting the Project’s schedule and budget;

- C) A description of the Proposer’s roles and responsibilities within the collaborative delivery process;
- D) A description of unique resources and capabilities that the Proposer will use to achieve the Project’s goals;
- E) A description of the Proposer’s approach to phasing of work elements in order to maximize available funding;
- F) A description of the Proposer’s approach to assisting the CMAR Project Team to develop and evaluate potential innovations;
- G) A description of the Proposer’s approach to design reviews, real-time constructability feedback, ongoing innovation, resources, segment limit identification, and maintenance of traffic;
- H) A discussion of the Proposer’s approach to developing the Baseline Progress Schedule and means to reduce and/or improve the overall construction schedule;
- I) A discussion of the Proposer’s approach to assisting the CMAR Project Team in managing risks, including an initial risk matrix identifying the significant and most relevant risk items, potential impacts and a mitigation strategy for each; and
- J) A discussion of the Proposer’s approach to the development of the Segment Opinions of Probable Cost (the “Segment OPCs”) and what cost realism and cost control measures the Proposer will utilize in order to maintain the LA DOTD’s estimated budget for the Project.

B4.2.2 Construction Services Understanding and Approaches Qualitative Evaluation Subfactor

The Proposer shall submit the following information related to the construction services:

- A) A narrative description of the Proposer’s overall approach to performing construction and construction management services to deliver the Project within the to be agreed upon Baseline Progress Schedule and GMP;
- B) A description of potential innovations and how they will be implemented to satisfy the Project goals;
- C) A discussion of impacts that innovation(s) may have on the schedule, costs, quality, and safety of the Project;
- D) A description of the Proposer’s construction means and methods that may be utilized that could result in a reduction in Project schedule and costs;

- E) A description of the major Project features the Proposer could potential self-perform;
- F) A description of the Proposer’s construction activities and any factors that could affect construction, including a schedule graphic outlining the major activities and their associated time frames;
- G) A description of the Proposer’s approach to identify, avoid, and mitigate risks during construction; and
- H) A description of the Proposer’s Quality Control (QC) program, especially for the critical work items in this Project.

B5.0 PROPOSER EXPERIENCE QUALITATIVE EVALUATION FACTOR

B5.1 OBJECTIVES

The following are the objectives for the Proposer Experience Qualitative Evaluation Factor:

- A) To identify the best construction firms available with demonstrated experience, expertise, and capacity in and record of producing quality work on projects similar in nature to the Project;
- B) To identify the Proposer that exhibits the best experience with urban freeway reconstruction and rehabilitation using the CMAR process;
- C) To identify Proposers which have the following attributes:
 - 1) A superior record of completing contracts on time and within budget;
 - 2) A superior record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration;
 - 3) A superior record of managing construction that minimizes disruption to the traveling public; and
 - 4) Good safety records; and
- D) To identify Proposers that have the technical and management experience and expertise to plan, organize, and execute the pre-construction and construction services and assure the quality and safety of the Project.

B5.2 PROPOSER EXPERIENCE INFORMATION FOR SECTION 4 OF THE STATEMENT OF QUALIFICATIONS

Using Form E-1 (Appendix C – SOQ Forms), Past Project Description, the Proposer shall provide no more than ten and a minimum of two descriptions of past projects per each Principal Participant and identified Subcontractor highlighting experience in the last ten years relevant to

the Project. The Proposer shall describe those projects having a scope comparable to that anticipated for the Project, any challenges presented during those projects, and how resolution was achieved to those challenges.

B6.0 ORGANIZATION AND KEY PERSONNEL QUALITATIVE EVALUATION FACTOR

B6.1 OBJECTIVES

The following are the objectives for the Organization and Key Personnel Qualitative Evaluation Factor:

- A) To identify those Proposers demonstrating an understanding of how the Construction Management at Risk (CMAR) process and the Proposer’s organization will contribute to the success of the Project and meet the LA DOTD’s Project goals, as set forth in Section 1.3 of the RFQ;
- B) To identify Proposers that will effectively manage all aspects of the CMAR Contract in a quality, timely, and effective manner;
- C) To identify the best personnel for key positions with demonstrated experience and expertise in and record of producing quality work on projects of a similar nature to this Project. The Key Personnel positions for the purposes of this RFQ are identified in Appendices D and E, CMAR Contract, Part 1 – Sample Pre-Construction Services Agreement, Article XXXVII and Part 2 – Sample Construction Services Contract, Exhibit C – Special Provisions, Special Provision 108; and
- D) To avoid contracting with personnel with a history of legal and financial problems on other projects that could adversely impact this Project generally.

B6.2 ORGANIZATION AND KEY PERSONNEL INFORMATION FOR SECTION 5 OF THE STATEMENT OF QUALIFICATIONS

B6.2.1 Proposer’s Organization Qualitative Evaluation Subfactor

The Proposer shall submit the following information related to its organization:

- A) A brief description of how the Proposer will use its organization and the CMAR process to ensure a successful Project considering the LA DOTD’s Project goals listed in Section 1.3 of the RFQ;
- B) An organization chart showing the Key Personnel; and
- C) An organization chart depicting the roles and responsibilities of the Principal Participants and identified subcontractors.

B6.2.2 Proposer’s Key Personnel Qualitative Evaluation Subfactor

The Proposer shall submit Form KP, Key Personnel Information (*see* Appendix C – SOQ Forms) and resumes of each of the identified Key Personnel. The Proposer should note that the CMAR Contractor's Project Manager may also serve as the Pre-Construction Manager, but must not be identified to fulfill any other Key Personnel roles. The Construction Quality Manager must not fulfill multiple roles (for example, the same person cannot be assigned as the Construction Quality Manager and the Lead Estimator). The Construction Safety Manager must not fulfill multiple roles (for example, the same person cannot be assigned as the Construction Safety Manager and the Lead Estimator).

Identifying the person who is currently named as the CMAR Contractor's Project Manager in additional Key Personnel roles other than the Pre-Construction Manager and/or the Construction Quality Manager or Construction Safety Manager in additional Key Personnel roles may result in a rating of "unacceptable" for the Proposer’s Key Personnel Qualitative Evaluation Subfactor.

In addition, the Proposer shall submit Form CR, Commitment to Assign Identified Resources to Project, committing that the Key Personnel resources shown in the Proposer's SOQ will be available to the extent within this Proposer’s control.

B7.0 DISADVANTAGED BUSINESS ENTERPRISE QUALITATIVE EVALUATION FACTOR

B7.1 OBJECTIVE

The objective of the Disadvantaged Business Enterprise Qualitative Evaluation Factor is to ensure the Proposer implements a comprehensive and thorough DBE program that recognizes the importance of diversity on this Project, identifies opportunities for Disadvantaged Business Enterprises (DBE) on this Project, aligns with the Project schedule, meets DBE participation requirements, and conforms to the LA DOTD’s DBE Program Plan.

B7.2 DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FOR SECTION 6 OF THE STATEMENT OF QUALIFICATIONS

The Proposer shall submit the following DBE information:

A) Pre-Construction Services

The Proposer shall submit the following forms, demonstrating either meeting the pre-construction services DBE goal or good faith efforts (GFE) to do so, during pre-construction services:

- 1) Form CS6AAA (CMAR), CMAR Contractor’s Assurance of DBE Participation (*see* Appendix C – SOQ Forms), including the Attachment to Form CS6AAA (CMAR);

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- 2) Form DBE-GFE, DBE Good Faith Effort Documentation (CMAR) (*see Appendix C – SOQ Forms*), if the Proposer cannot demonstrate that it will meet the pre-construction services DBE goal on its Form CS6AAA (CMAR);
- 3) Form OMF-1A (CMAR), Request to Sublet and Extract of Subcontract for Federal-Aid Construction Management at Risk Contracts (*see Appendix C – SOQ Forms*), including the Request to Sublet and Extract of Subcontract Attachment, for any Subcontractors identified at the time of submission of the SOQ; and
- 4) Form OMF-2A, Subcontractor’s Equal Employment Opportunity Certification Federal-Aid Construction Management at Risk Contracts (*see Appendix C – SOQ Forms*), for any Subcontractors identified at the time of submission of the SOQ;

B) Construction Services

The Proposer shall submit the following information related to construction services:

- 1) Form DBEC, Construction Services Disadvantaged Business Enterprise Certification (*see Appendix C – SOQ Forms*) concerning DBE requirements during construction services;
- 2) Preliminary Construction Services Disadvantaged Business Enterprise Outreach and Utilization Plan

The Proposer shall prepare and submit a preliminary Construction Services Disadvantaged Business Enterprise Outreach and Utilization Plan (the “Construction Services DBE Outreach and Utilization Plan”) demonstrating how the Proposer will oversee and monitor DBE activity and achieve the construction services DBE goals as they are assigned by Segment, as well as describe the Proposer’s means to comply with federal DBE program requirements established in 49 C.F.R. Part 26 and the LA DOTD’s DBE Program.

As a part of the preliminary Construction Services DBE Outreach and Utilization Plan, the Proposer shall submit initial descriptions of the following:

- a) A discussion of how the Proposer will compile and maintain a running tally of DBE participation to achieve the assigned construction services DBE participation goals by Segment;
- b) The Proposer’s planned outreach efforts to ensure that DBEs have sufficient information about subcontracting

opportunities on this Project. The Proposer shall describe the outreach efforts to inform the community of business opportunities and DBE recruiting for the Project;

- c) Strategies and approach for arranging and packaging subcontract opportunities designed to encourage the participation of DBEs; and
- d) A planned approach for monitoring, mentoring, and supporting DBEs if awarded the CMAR Contract; and

C) Disadvantaged Business Enterprise Past Performance of the Proposer

The Proposer shall submit the following information related to its, and its Principal Participants', performance and experience on past projects related to achieving DBE goals:

- 1) The Proposer shall provide the DBE goal achievement information for projects completed within the last five years with a value of \$50 million or more. The Proposer shall provide the following information for each project:
 - a) Project name;
 - b) Project location;
 - c) The name, telephone, and E-mail address of the owner's representative for the project; and
 - d) If the DBE participation goal was not obtained (including GFE and/or partial waivers), the lessons learned and recommended preventive measures to be implemented to avoid similar results on the Project; and
- 2) The Proposer shall explain past assistance each Principal Participant has provided on public projects to DBEs with industry expertise that were hindered from participating in the project by limited resources. Such assistance may include, but shall not be limited to, resource sharing (e.g., office space and equipment), bonding, mentoring, and other traditional or non-traditional efforts each Principal Participant has undertaken to enhance the opportunity for performance of those DBEs on previous public projects.

The Proposer shall specifically note projects identified in response to this Section B7.2(C) on which the proposed Disadvantaged Business Enterprise Manager acted in a similar role.

B8.0 PAST PERFORMANCE QUALITATIVE EVALUATION FACTOR

B8.1 OBJECTIVES

The following are the objectives for the Past Performance Qualitative Evaluation Factor:

- A) To avoid Proposers with firms or personnel with a history of legal and financial problems that could adversely impact the Project generally; and
- B) To obtain the commitment of the Proposer and Principal Participants regarding representations made in the SOQ.

B8.2 PAST PERFORMANCE INFORMATION FOR SECTION 7 OF THE STATEMENT OF QUALIFICATIONS

- A) Past Performance

Using Form PP (Appendix C – SOQ Forms), Past Performance, the Proposer shall provide the information requested in Section B7.2(A)(1) through (3). If a Proposer has no record of relevant past performance or if the information relative to a category is not available the Proposer shall enter a declarative statement to that effect on Form PP. The Proposer shall attach additional sheets to Form PP as necessary. For each instance of litigation, arbitration, or termination for cause or default, the Proposer shall provide the owner’s name and the name of its current representative (and current telephone number and E-mail address) who can be contacted for additional information. With respect to the information solicited in this Section B7.2(A), failure to provide this information, conditional or qualified submissions to requests or questions posed (i.e., “to our knowledge,” “to the extent of available information,” “such information is not readily available,” or “such information is not maintained in the manner requested”), incomplete or inaccurate submissions, or non-responsive submissions may, in the sole discretion of the LA DOTD, lead to a lower evaluation rating for this Qualitative Evaluation Factor or may cause the LA DOTD to declare the SOQ non-responsive.

- 1) Litigation and Arbitration Proceedings

The Proposer shall provide a list of all litigation and arbitration proceedings involving amounts in excess of \$1 million and related to performance in which any Principal Participant or identified Subcontractor has been involved during the past five years. The Proposer shall include all litigation and arbitration proceedings initiated by owners and federal, state, and local regulatory agencies against the Proposer and all litigation and arbitration proceedings initiated against owners and federal, state, and local regulatory agencies by the Proposer or by third parties and in which the Proposer was involved. The Proposer shall indicate whether the litigation or arbitration proceeding

was resolved against the participant(s) or its insurers/sureties or resulted in reduction in compensation to the participant. The Proposer shall indicate any unresolved, outstanding litigation and arbitration proceedings.

2) Termination for Cause or Default

The Proposer shall describe the conditions surrounding any contract (or portion thereof) entered into by the Proposer or by any Principal Participant or identified Subcontractor over the past five years that has been terminated for cause or default or which required completion by another party. The Proposer shall describe the reasons for termination and the amounts involved.

3) Disciplinary Action

The Proposer shall indicate any disciplinary action taken against the Proposer or any Principal Participant or identified Subcontractor within the past five years by any governmental agency or licensing board, including suspension from the right to propose/bid or removal from any proposer/bid list.

B) Safety

Submit Form S (Appendix C – SOQ Forms), Safety Questionnaire, for each Principal Participant and Subcontractor.

B9.0 PUBLIC OUTREACH AND COMMUNICATION QUALITATIVE EVALUATION FACTOR

B9.1 OBJECTIVES

The objective of the Public Outreach and Communication Qualitative Evaluation Factor is to identify Proposers with the best understanding of the CMAR Contractor's role and responsibilities with outreach and communication to stakeholders along the corridor, including, residents, business owners, the traveling public, and others during the Pre-Construction Services Phase and Construction Services Phase.

B9.2 PUBLIC OUTREACH AND COMMUNICATION INFORMATION FOR SECTION 8 OF THE STATEMENT OF QUALIFICATIONS

The Proposer shall submit the following public outreach and communication information:

A) Pre-Construction Services:

The Proposer shall submit the following related to the pre-construction services:

- 1) A narrative description of the Proposer’s supporting role to the CMAR Project Team in developing and implementing an effective and engaging public outreach campaign for the Project;
- 2) A discussion of the Proposer’s participation in improving public awareness and understanding of the Project and promotion of Project support;
- 3) A discussion of the Proposer’s approach to assisting with regular and continuous communication services including community and stakeholder outreach as well as media support;
- 4) A description of the Proposer’s proposed interaction and engagement during public meetings, dissemination of information, and responsiveness to questions regarding Project construction;
- 5) A description of how the Proposer will interact with community connections and incorporate input from local entities into the aesthetic design of signature structures; and
- 6) A discussion of the Proposer’s planned coordination efforts to ensure a seamless transition of communication from pre-construction to construction services.

B) Construction Services:

The Proposer shall submit the following information related to the construction services:

- 1) A preliminary Public Outreach and Communication Plan (POCP) for CMAR Segment 1, including a discussion of the Proposer’s initial approach to identifying affected stakeholders, communication of Project scope (including, but not limited to, start date, construction duration, limits of construction, and traffic phases), methods of alerting the public to potential impacts of the Project (including proposed means of avoiding such impacts), and addressing issues arising during construction through public outreach and communication;

Louisiana Department of Transportation and Development

- 2) A description of any innovative methods for providing Project updates;
- 3) A discussion of the Proposer’s strategies for providing regular and timely updates to the Project’s schedule and advanced notice of construction activities;
- 4) A discussion of how the Proposer will strive to gain public trust and confidence and fulfill the outreach commitments made during the environmental evaluation process;
- 5) A discussion of the Proposer’s planned efforts to coordinate Project construction with adjacent construction activities and projects; and
- 6) A discussion of the Proposer’s approach to providing ongoing monitoring and evaluation of the POCP’s effectiveness throughout the life of the Project.

B10.0 FORMAT AND ORGANIZATION OF THE STATEMENT OF QUALIFICATIONS

The SOQ must be submitted in the following format and on the forms contained in Appendix C – SOQ Forms:

**TABLE B-2
OUTLINE FOR SUBMISSION OF THE STATEMENT OF QUALIFICATIONS**

Section/Subsection Numbering	Section Title and Required Information	Reference
SECTION 1	LEGAL PASS/FAIL EVALUATION FACTOR INFORMATION	B2.2
	• Form of SOQ;	B2.2(A)
	• Form L-1;	B2.2(B)
	• Form L-2;	B2.2(C)
	• Secretary of State Certificate of Authority;	B2.2(D)
	• Licensing information;	B2.2(E)
	• Power(s) of Attorney naming the individual who signed the SOQ on the Proposer's behalf as its attorney-in-fact, with authority to execute and deliver the SOQ, any Clarifications, and the CMAR Contract;	B2.2(F)
	• Non-Collusion Form;	B2.2(G)
	• Form CRCF, Certification Regarding Use of Contract Funds for Lobbying (if a federal aid project);	B2.2(H)
• Form CRBI, Certification Regarding Prohibition of Discriminatory Boycotts of Israel; and	B2.2(I)	

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Section/Subsection Numbering	Section Title and Required Information	Reference
	<ul style="list-style-type: none"> Organizational conflict of interest disclosure (if required). 	B2.2(J)
	<p>If the Proposer is a JV, LLC, or partnership that has been specifically created for the purposes of proposing on this Project:</p> <ul style="list-style-type: none"> Identity of the Lead Principal Participant on Form L-1; Percent equity share held by each member on Form L-1; Evidence that each member of the JV, LLC, or partnership (if that JV, LLC, or partnership has been specifically created for the purpose of proposing on this Project) will be jointly and severally liable for any and all of the duties and obligations; and Power(s) of Attorney executed by each JV member, LLC member, or general partner (if that JV, LLC, or partnership has been specifically created for the purpose of proposing on this Project), naming the individual who signed the SOQ and joint and several liability document on its behalf as its attorney-in-fact. 	B2.2(K)
SECTION 2	FINANCIAL PASS/FAIL EVALUATION FACTOR INFORMATION	B3.2
	<ul style="list-style-type: none"> Surety letter of commitment; and Proposal Bond. 	
SECTION 3	PROJECT UNDERSTANDING AND TECHNICAL APPROACHES QUALITATIVE EVALUATION FACTOR INFORMATION	B4.2
Subsection 3.1	Pre-Construction Services Understanding and Approaches Qualitative Evaluation Subfactor; and	B4.2.1
Subsection 3.2	Construction Services Understanding and Approaches Qualitative Evaluation Subfactor.	B4.2.2
SECTION 4	PROPOSER EXPERIENCE QUALITATIVE EVALUATION FACTOR INFORMATION	B5.2
	<ul style="list-style-type: none"> Form E-1, Past Project Descriptions. 	

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Section/Subsection Numbering	Section Title and Required Information	Reference
SECTION 5	ORGANIZATION AND KEY PERSONNEL QUALITATIVE EVALUATION FACTOR INFORMATION	B6.2
Subsection 5.1	<ul style="list-style-type: none"> Proposer’s Organization Qualitative Evaluation Subfactor; and 	B6.2.1
Subsection 5.2	<ul style="list-style-type: none"> Proposer’s Key Personnel Qualitative Evaluation Subfactor. 	B6.2.2
SECTION 6	DISADVANTAGED BUSINESS ENTERPRISE QUALITATIVE EVALUATION FACTOR INFORMATION	B7.2
Section 6.1	<ul style="list-style-type: none"> Pre-Construction Services, <u>including:</u> <ul style="list-style-type: none"> <u>Form CS6AAA(CMAR);</u> <u>Form DBE-GFE(CMAR);</u> <u>Form OMF-1A(CMAR); and</u> <u>Form OMF-2A;</u> 	B7.2(A)
Section 6.2	<ul style="list-style-type: none"> Construction Services, <u>including:</u> <ul style="list-style-type: none"> <u>Form DBEC;</u> <u>Preliminary Construction Services Disadvantaged Business Enterprise Outreach and Utilization Plan;</u> and 	B7.2(B)
Section 6.3	<ul style="list-style-type: none"> Disadvantaged Business Enterprise Past Performance of the Proposer. 	B7.2(C)
SECTION 7	PAST PERFORMANCE QUALITATIVE EVALUATION FACTOR INFORMATION	B8.2
	Form PP, Past Performance, including the following: <ul style="list-style-type: none"> Litigation and Arbitration Proceedings; Termination for Cause or Default; and Disciplinary Action. 	
	Form S, Safety Questionnaire.	
SECTION 8	PUBLIC OUTREACH AND COMMUNICATION QUALITATIVE EVALUATION FACTOR INFORMATION	B9.2
Section 8.1	<ul style="list-style-type: none"> Pre-Construction Services; and 	B9.2(A)
Section 8.2	<ul style="list-style-type: none"> Construction Services. 	B9.2(B)

STATE OF LOUISIANA

PHASE I OF THE I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12 CONSTRUCTION MANAGEMENT AT RISK PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

~~AUGUST 11, 2020~~ CONFORMED COPY

APPENDIX C STATEMENT OF QUALIFICATIONS FORMS



INDEX OF FORMS

Form Designator

Form Title

	Form of Statement of Qualifications
	Non-Collusion Form
	Proposal Bond
CR	Commitment to Assign Identified Resources to Project
CRBI	Certification Regarding Prohibition of Discriminatory Boycotts of Israel
CRCF	Certification Regarding Use of Contract Funds for Lobbying
CS6AAA	CMAR Contractor's Assurance of DBE Participation
DBEC	Construction Services Disadvantaged Business Enterprise Certification
DBE-GFE	DBE Good Faith Effort Documentation (CMAR)
E-1	Past Project Description
KP	Key Personnel Information
L-1	Proposer Organization Information
L-2	Principal Participant Certification
O	One-on-One Meeting Confidentiality and Non-Disclosure Agreement
OMF-1A	Request to Sublet and Extract of Subcontract for Federal-Aid Construction Management at Risk Contract
OMF-2A	Subcontractor's Equal Employment Opportunity Certification Federal-Aid Construction Management at Risk Contract
PP	Past Performance
Q	Request for Qualifications Question Form
S	Safety Questionnaire

FORM OF STATEMENT OF QUALIFICATIONS

STATEMENT OF QUALIFICATIONS OF _____

NAME _____ **TELEPHONE (____)** _____

ADDRESS _____

CONTRACTOR'S LICENSE No. _____

TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT:

The undersigned proposes to perform pre-construction services and, if at least one Segment Guaranteed Maximum Price (the "Segment GMP"), Baseline Progress Schedule, and Segment Construction Services Scope of Work can be negotiated and agreed between the Construction Management at Risk Contractor (the "CMAR Contractor") and the Louisiana Department of Transportation and Development (LA DOTD), perform construction services for this Project in accordance with the Construction Management at Risk Contract (the "CMAR Contract") and certifies to furnish and deliver all the materials and to do all work and labor required for the construction of State Project No. H.004100/Federal Project No. H004100 in East Baton Rouge Parish, Louisiana. The undersigned also certifies that it has examined the site of the proposed Work and the Request for Qualifications (RFQ) before submitting the Statement of Qualifications (SOQ) and is satisfied as to the requirements therein. As further consideration for the Award of the Pre-Construction Services Agreement, the undersigned agrees to the following terms, conditions, and acknowledgments:

- A) To execute the Pre-Construction Services Agreement within 15 working days after Award and, failing to do so, to forfeit the accompanying Proposal Bond to the LA DOTD as Liquidated Damages (LD), and the Secretary may proceed to award the CMAR Contract to others.
- B) To commence Work after receipt of Notice to Proceed (NTP), or such additional time as may be allowed in writing by the LA DOTD's Project Manager and to reach final acceptance for each Segment by the date negotiated and agreed to between the CMAR Contractor and the LA DOTD and set forth in the Construction Services Contract.
- C) To furnish a performance, payment, and retainage (as provided by law) bond for each approved Segment in the penalty of full amount stated in the Construction Services Contract as surety conditioned for the full, complete, and faithful performance of the Construction Services Contract.
- D) In accordance with the Construction Services Contract to repair, maintain, and guarantee all work performed thereunder until accepted by the Chief Engineer.

Louisiana Department of Transportation and Development

The undersigned declares that it is the only entity or party interested in the SOQ as principal and that its officers, employees, subsidiaries, or parent corporations [check appropriate box below]:

have not in any way participated in any activities in restraint of trade or been debarred with relation to public contracts either in the State of Louisiana or any other state of the United States (US) during the five-year period immediately preceding this SOQ or either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this SOQ or CMAR Contract.

have participated in activities in restraint of trade with relation to public contracts either in the State of Louisiana or any other state of the US during the five-year period immediately preceding this SOQ or entered into collusion or restraint of free competition in connection with this SOQ or this CMAR Contract and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competition, or collusion.

The Proposer also hereby certifies that it and its Principal Participants: (i) have developed and have on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs) (___) or are not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs) (___); (ii) have () have not () participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925, and 11114, as amended; and (iii) have () have not () filed with the Joint Reporting Committee, the Deputy Assistant Secretary, or the Equal Employment Opportunity Commission (EEOC) all reports due under the applicable filing requirements.

The Proposer acknowledges receipt of the following Addenda to the RFQ:

Number	Date	Number	Date

The undersigned agrees that any and all claims that the undersigned may have for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this SOQ are hereby assigned to the State of Louisiana but only to the extent that such overcharges are passed on to the state. The undersigned further agrees to require its subcontractors to assign any and all such claims for overcharges to the State of Louisiana, but only to the extent such overcharges are passed on to the state, by executing an assignment on a form obtainable from the LA DOTD prior to the commencement of work by a subcontractor. The undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State of Louisiana.

Louisiana Department of Transportation and Development

The undersigned tenders herewith a Proposal Bond in the amount of \$150,000.00 drawn to the order of the LA DOTD.

Organization: _____

By: _____

Title: _____

STATE OF _____)

) ss

PARISH OF _____)

SUBSCRIBED AND SWORN TO ME ON THIS:

_____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION FORM

**STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100
EAST BATON ROUGE PARISH**

AFFIDAVIT

I hereby certify that I am (the) (a) _____ and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has participated in any of the following activities:

- A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Proposer) to solicit or secure this Construction Management at Risk Contract (the “CMAR Contract”); and
- B) Agreed, as an express or implied condition for obtaining this CMAR Contract, to employ or retain the services of any firm or person in connection with carrying out the CMAR Contract; or
- C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Proposer) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out this CMAR Contract.

I acknowledge that this affidavit is furnished to the Louisiana Department of Transportation and Development (LA DOTD) in connection with this CMAR Contract in accordance with the provisions of Louisiana Revised Statutes 38:2224 and is subject to applicable state and federal laws, both criminal and civil.

(Signature) (Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT _____,

THIS _____ DAY OF _____.

(SEAL)

BY: _____
(Notary Public)

Louisiana Department of Transportation and Development

PROPOSAL BOND

_____, as Principal and _____, as Surety, are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the LA DOTD) in the sum of \$150,000.00, of which the Principal and surety bind themselves and their heirs, executors, administrators, successors, and assigns, as solidary obligors.

Signed and sealed this _____ day of _____

The condition of this obligation is such that, whereas the Principal has submitted a Statement of Qualifications (SOQ) to the LA DOTD on a Construction Management at Risk Contract (the "CMAR Contract") for the pre-construction services and, if at least one Segment Guaranteed Maximum Price, Baseline Progress Schedule, and Segment Construction Services Scope of Work can be negotiated and agreed between the Construction Management at Risk Contractor and the LA DOTD, the construction services for State Project No. H.004100/Federal Project No. H004100, Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk (CMAR) Project, located in East Baton Rouge Parish, if the SOQ is accepted and the Principal, within the specified time, enters into the CMAR Contract, Part 1 – Pre-Construction Services Agreement, in writing, this obligation will be void; otherwise to remain in effect.

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

(If a Joint Venture, Principal Participant)

By: _____
Authorized Officer-Owner-Partner

By: _____
Authorized Officer-Owner Partner

Typed or Printed Name

Typed or Printed Name

Surety

By: _____

Typed or Printed Name

To receive a copy of the contract and subsequent correspondence/communication from LA DOTD, with respect to the Proposal Bond, the following information must be provided:	
_____ Bonding Agency or Company Name	_____ Address
_____ Agent or Representative	_____ Telephone/Facsimile Number

FORM CR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding the Louisiana Department of Transportation and Development's (LA DOTD) concern that the Key Personnel resources specifically represented and listed in this Statement of Qualifications (SOQ) actually be assigned to the Construction Management at Risk Contract (or, "CMAR Contract") (if awarded to this Proposer) and not also be committed to other projects, _____ (Name of Proposer) commits that the Key Personnel resources shown in the SOQ will be available to the extent within this Proposer's control. If awarded the CMAR Contract, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its SOQ on a full time basis for the periods necessary to fulfill their responsibilities.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated Principal-in-Charge.)

FORM CRCF

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

**STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100
EAST BATON ROUGE PARISH**

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

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

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

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

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

Date: _____

Signature

Title

[The Proposer may duplicate or modify this form as necessary so that it accurately describes the entity submitting the Statement of Qualifications and so that it is signed on behalf of all partners, members, or joint venturers of the Proposer and all other Principal Participants.]

Louisiana Department of Transportation and Development

FHWA Goal Project
49 CFR Part 26

FORM CS-6AAA (CMAR)

CMAR CONTRACTOR'S ASSURANCE OF DBE PARTICIPATION

S.P.# H.004100/Federal Project No. H004100	DBE Pre-Construction Services Goal Percentage: 7%
Award Date:	

By its signature affixed hereto, the CMAR Contractor assures the LA DOTD that one of the following situations exists (check only one box):

- The pre-construction services goal will be met or exceeded.
- A portion of the pre-construction services goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount _____ %

The CMAR Contractor certifies that each firm listed is currently on the DBE list as maintained by the LA DOTD and is certified for the items of work shown on the attachment(s). The CMAR Contractor having assured that the goal for DBE participation prescribed in the Pre-Construction Services Agreement will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 30 calendar days.

NAME OF DBE FIRM(S)

¹For suppliers list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA (CMAR). Details are listed on the attachment(s) to Form CS-6AAA (CMAR).

The CMAR Contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The CMAR Contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the provisions in DBE Participation in Federal Aid Construction Management at Risk Contracts. The CMAR Contractor understands that no credit toward the DBE goal will be allowed for DBEs that do not perform a commercially useful function. The CMAR Contractor has a current copy of the LA DOTD DBE Program Implementation Guide that details the methods of operation that are acceptable on projects containing DBE goals. Copies of this guide may be obtained by calling the LA DOTD Compliance Programs Section at (225) 379-1382.

NAME OF CMAR CONTRACTOR	
AUTHORIZED SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
CMAR CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)	
PHONE NUMBER	
DATE	TAX ID#

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ATTACHMENT TO FORM CS-6AAA (CMAR)

CMAR Contractor shall submit a separate attachment for each DBE listed on Form CS-6AAA (CMAR).

S.P.# H.004100/Federal Project No. H004100	
NAME OF DBE	
PHONE #	CONTACT PERSON:

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.), quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

	QUANTITY/UNIT PRICE/DESCRIPTION OF WORK TO BE PERFORMED

Describe the types of assistance, if any, the CMAR Contractor will provide to any DBE on this Project.

The CMAR Contractor and DBE Subcontractor attest that a subcontract will be executed for the items of work listed above. The CMAR Contractor acknowledges that it will only receive credit toward the DBE goal if the Subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE SUBCONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	TAX ID#
CMAR CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	

07/09

FORM DBEC

CONSTRUCTION SERVICES
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

State Project: H.004100

Federal Project No. H004100

Highways: Interstates 10 and 12

Parish: East Baton Rouge

Disadvantaged Business Enterprise Certification

By signing the Statement of Qualifications, the Proposer certifies that (1) the DBE goal assigned to each Segment will be met by obtaining commitments equal to or exceeding the DBE percentage or that Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Construction Management at Risk Contract (the "CMAR Contract"), the Proposer will meet the requirements set forth in the Pre-Construction Services Agreement, Exhibit E, and Construction Services Contract, Exhibit C – Special Provisions, Special Provision 110.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Louisiana Department of Transportation and Development

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FORM DBE-GFE

DBE GOOD FAITH EFFORT DOCUMENTATION (CMAR)

The intent of this form is to document the good faith effort attempts made by the CMAR Contractor in soliciting DBE firms to meet the DBE pre-construction services goal. Please note that the DBE goal will not be waived and the CMAR Contractor must make efforts to achieve the goal throughout the life of the Pre-Construction Services Agreement.

Every work type where there is a certified DBE, the CMAR Contractor 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: _____

CMAR Contractor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

Pre-Construction Services 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 that may involve debarment and/or prosecution under applicable state and federal laws.

Authorized Representative Signature: _____
Title: _____ Date: _____

Louisiana Department of Transportation and Development

FHWA Goal Project
49 CFR Part 26

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:					

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EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a CMAR Contractor 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 the CMAR Contractor's efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms that have the capability to perform the work of the Pre-Construction Services Agreement. The CMAR Contractor should ensure that the requests are made within sufficient time to allow DBE firms to respond. The CMAR Contractor should take the initiative to contact firms which have indicated an interest in participating as a Subcontractor/supplier.

NEGOTIATION EFFORTS - should include the CMAR Contractor's efforts to make a portion of the pre-construction services work available consistent with the availability and capabilities of DBE firms in order to facilitate DBE participation. The CMAR Contractor is encouraged to break out contract work into smaller economically feasible subcontracts to ensure DBE participation. As a part of the CMAR Contractor's negotiation it should make plans/Specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a CMAR Contractor should use good business judgment by considering price and capability, as well as DBE goals. A CMAR Contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany the CMAR Contractor's good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include the CMAR Contractor's efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies, or other Project-related assistance. The CMAR Contractor is encouraged to assist firms with independently securing/obtaining these resources. A CMAR Contractor may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with the LA 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; and local, state, and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the LA DOTD's DBE supportive services consultant for assistance with advertisement and recruitment efforts. The CMAR Contractor is encouraged to undertake and document any other efforts taken in its attempt to fulfill the DBE goal.

FORM E-1
PAST PROJECT DESCRIPTION

Name of Proposer: _____

Name of Firm: _____
Project Role: _____ Principal Participant: ____ Other (Describe): _____
Years of Experience: Roads/Streets: _____ Bridges/Structures: _____ Utility Relocations: _____
Project Name, Location, Description (including type of project delivery), and Nature of Work for which the Firm was responsible: _____ _____ _____ _____ _____
Describe Site Conditions: _____ _____ _____ _____
(Use additional sheets as necessary to describe project and site conditions)
List any awards, citations, and/or commendations received for the project: _____ _____
Name of Client (Owner/Agency): _____ Address: _____ _____ Contact Name: _____ Telephone number: _____ Owner's Project or Contract No.: _____ E-mail Address: _____ Original Contract Value (US\$): _____ Final Value (US\$): _____ Percent of Total Work Performed by Firm: _____ Commencement Date: _____ Planned Completion Date: _____ Actual Completion Date: _____ Amount of Claims: _____ Any Litigation? Yes ____ No ____

FORM KP

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Applicable Experience	Education/Registration	Parent Firm Name	Percent of Time Dedicated to Pre-Construction Services	Percent of Time Dedicated to Construction Services
Principal-in-Charge						
CMAR Contractor's Project Manager						
Pre-Construction Manager						
Construction Manager						
Construction Quality Control Manager						
Construction Safety Manager						

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Position	Name	Years of Applicable Experience	Education/Registration	Parent Firm Name	Percent of Time Dedicated to Pre-Construction Services	Percent of Time Dedicated to Construction Services
Disadvantaged Business Enterprise Manager						
Public Information Manager						
Lead Estimator						
Lead Scheduler						

Use additional sheets when needed.

FORM L-1
PROPOSER'S ORGANIZATION INFORMATION

PROPOSER:			
Name of Entity:			
Address:			
Contact Name:		Title:	
Telephone Number:		E-mail:	
NAME(S) OF PROPOSER ENTITY(IES)			
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation	Lead Participant (include percent) Yes No
Principal Participant(s)			
Other Firm(s)			

FORM L-2
PRINCIPAL PARTICIPANT CERTIFICATION

Complete this Form L-2 for each Principal Participant.

1. Has the firm* ever failed to complete any work it agreed to perform or had a contract terminated because it was in default? If yes, describe.

2. Has the firm* or any officer thereof been indicted or convicted of bid or other contract related crimes or violations or any felony or misdemeanor related to performance under a contract within the past five years? If yes, describe.

3. Has the firm* ever sought protection under any provision of any bankruptcy act? If yes, describe.

4. Has the firm* ever been debarred from performing work for the federal government or any state or local government? If yes, describe.

(Must be signed by an officer of the firm)

Firm: _____

By: _____

Title: _____

Name of Proposer: _____

* (Note: "Firm" includes any Affiliate, including a parent company or subsidiary companies.)

FORM O

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

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

- A) I agree, on behalf of the Proposer, that any and all Proposer representatives who participate in the one-on-one meeting process will maintain the confidentiality of all proprietary or trade secret information that the Proposer and its representatives gain access to as a result of their participation in one-on-one meetings. Proprietary or trade secret information includes codes, patterns, formulae, designs, devices, methods, or processes;
- B) I agree, on behalf of the Proposer, that any communications and/or records exchanged during the one-on-one meetings will remain confidential until Pre-Construction Services Agreement execution, unless such records are proprietary or trade secret information;
- C) I agree to waive any right, on behalf of the Proposer, to challenge the procurement for Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk (CMAR) Project (Project) based upon the Proposer's participation in the one-on-one meeting process. Further, if invited to participate in the one-on-one meeting process, and the Proposer opts to not participate in the one-on-one meeting process, I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the Project based upon the Proposer's lack of participation in the one-on-one meeting process; and
- D) I agree, on behalf of the Proposer, that upon notice from the LA DOTD that a request for release of information obtained or exchanged during the one-on-one meeting process has been received, the Proposer shall immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Pre-Construction Services Agreement. In submitting a Statement of Qualifications, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in possession of the State.

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

Signed: _____

Date: _____

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FORM OMF-1A (CMAR)

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUEST TO SUBLET AND EXTRACT OF SUBCONTRACT
FOR FEDERAL-AID CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

DATE: _____

STATE PROJECT NO. **H.004100**

FEDERAL PROJECT NO. **H004100**

NAME OF PROJECT **Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project**

Notes to CMAR Contractor:

You may use the attachment if additional space is needed.

As CMAR Contractor of the above project, I request you consent to sublet the following items of work to the undersigned Subcontractor

Description of Work to be Performed

I, as CMAR Contractor, understand and agree that the subcontract shall not relieve me of my liability under the Pre-Construction Services Agreement 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 Pre-Construction Services Agreement, including, but not limited to, on federal-aid projects, the Required Contract Provisions for Federal Aid Contracts, as required by 23 C.F.R. § 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 C.F.R. § 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.

CMAR CONTRACTOR _____ TELEPHONE NO. _____

FAX NO. _____

NAME OF OWNER (use only if company is a Sole Proprietorship) _____

ADDRESS _____

LICENSE NO. _____

FEDERAL TAX I.D. _____

BY: _____

TITLE _____

(Signature)

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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 CMAR Contractor which states the work shall be performed in accordance with the LA DOTD Pre-Construction Services Agreement with the CMAR Contractor 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 C.F.R. § 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 C.F.R. § 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 _____ TELEPHONE NO. _____

FAX NO. _____

NAME OF OWNER (use only if company is a Sole Proprietorship) _____

ADDRESS _____

LICENSE NO. _____ FEDERAL TAX ID _____

BY: _____

(Signature)

TITLE: _____

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: _____

FORM OMF-2A

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUBCONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
FEDERAL-AID CONSTRUCTION MANAGEMENT AT RISK 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.004100**

FEDERAL PROJECT NO. **H004100**

PARISH **East Baton Rouge**

NAME OF PROPOSER _____

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.

COMPANY _____

By: _____
(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 CMAR Contractors, 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 (CMAR)

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**FORM PP
PAST PERFORMANCE**

Name of Proposer: _____

Firm Name: _____

Litigation and Arbitration

Project/Issue	Owner/Agency Initiated Action	Resolution/Outcome	Indicate if Unresolved or Outstanding Action	Current Owner Contact Name, Telephone Number, and E-mail Address

Termination for Cause or Default

Project	Describe Reason for Termination	Dollar Amount Involved	Current Owner Contact Name, Telephone Number, and E-mail Address

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FORM PP
PAST PERFORMANCE

Disciplinary Action

Project	Describe Action Taken	Current Owner Contact Name, Telephone Number, and E- mail Address

Louisiana Department of Transportation and Development

FORM S
SAFETY QUESTIONNAIRE

Proposer's Name: _____

Firm Name: _____

1. Provide the following information for the last three years:

Item	2017	2018	2019
Employee hours worked (Do not include non-work time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			
Experience modifier for workers' compensation			

2. Are internal accident reports and report summaries sent to management? To what levels and how often?

Position	No	Yes	Monthly	Quarterly	Annually

3. Do you hold site safety meetings for supervisors? Yes _____ No _____

How Often? Weekly _____ Bi-Weekly _____ Monthly _____ Less often, as needed _____

4. Do you conduct independent project safety inspections? Yes _____ No _____

By whom? _____

How Often? Weekly _____ Bi-Weekly _____ Monthly _____

5. Does the firm have a written safety program? Yes _____ No _____

6. Does the firm have an orientation program for new hires? Yes _____ No _____

If yes, what safety items are included? _____

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FORM S
SAFETY QUESTIONNAIRE

7. Does the firm have a program for newly hired or promoted foremen? Yes ___ No ___

If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
On-site Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

8. Does the firm hold safety meetings that extend to the laborer level? Yes ___ No ___

How often? Daily ___ Weekly ___ Bi-Weekly ___ Less often, as needed ___

9. For the Proposer only, indicate the safety record on the last project to which the indicated Key Personnel were assigned:

Key Personnel	Total hours worked by all employees on the project	Number of lost workday cases on the project	Number of restricted workday cases on the project	Number of cases with medical attention only on the project	Number of fatalities on the project
CMAR Project Manager					
Construction Manager					

STATE OF LOUISIANA

**PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT**

**EAST BATON ROUGE PARISH
STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100**

REQUEST FOR QUALIFICATIONS

August 11, 2020 CONFORMED COPY

APPENDIX D

**CONSTRUCTION MANAGEMENT AT RISK
CONTRACT**

**PART 1
SAMPLE PRE-CONSTRUCTION SERVICES
AGREEMENT**



**CONSTRUCTION MANAGEMENT AT RISK CONTRACT
PART 1 - PRE-CONSTRUCTION SERVICES AGREEMENT**

THIS PRE-CONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as “LA DOTD,” and [REDACTED], hereinafter referred to as the “Construction Management at Risk Contractor” or “CMAR Contractor.”

Pursuant to Louisiana R.S. 38:2225.2.4, the Louisiana Legislature has authorized the Department of Transportation and Development (LA DOTD) to engage in the Construction Management at Risk (CMAR) project delivery method for public works projects.

**ARTICLE I
ENTIRE AGREEMENT**

The Construction Management at Risk Contract (the “CMAR Contract”) includes two parts: Part 1, this Pre-Construction Services Agreement, and, if negotiations are successfully completed and the Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal”) for CMAR Segment 1 accepted by the LA DOTD, Part 2, the Construction Services Contract, including all exhibits thereto and all provisions required by law to be inserted in the CMAR Contract whether actually inserted or not. Whenever separate publications are referenced in the CMAR Contract, it is understood to mean the publications, as amended, which are current on the Statement of Qualifications (SOQ) due date, unless otherwise noted.

This Pre-Construction Services Agreement, together with the Notice to Proceed (NTP) for each Segment; any supplemental agreement or extra work letters; and Exhibits A through F, which are specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. However, in the event of conflict between the terms of this Pre-Construction Services Agreement and the referenced documents, the conflict shall be resolved in accordance with the following order of precedence:

- A) Supplemental agreements and/or extra work letters to the Pre-Construction Services Agreement;
- B) The Pre-Construction Services Agreement (this instrument);
- C) Exhibit A – Acronyms and Definitions;
- D) Exhibit B – Pre-Construction Services Scope of Work;
- E) Exhibit C – Segment Guaranteed Maximum Price Proposal Cover Template;

- F) Exhibit D – DBE Participation in Federal Aid Construction Management at Risk Contracts;
- G) Exhibit E – Unit Costs/Rates [**to be included only if unit cost or hourly rate payment is negotiated**];
- H) Exhibit F - CMAR Contractor’s Statement of Qualifications; and
- I) The NTPs.

Execution of this Pre-Construction Services Agreement is in no way an indication or commitment that the LA DOTD will approve any Segment or that the Construction Services Contract will be executed with the CMAR Contractor or any third party, and does not imply any obligation on the part of the LA DOTD to do so. Any reliance by the CMAR Contractor on this Pre-Construction Services Agreement as indicative that a Construction Services Contract will be executed is at the CMAR Contractor’s own risk. The LA DOTD will not be liable for such reliance or for any costs associated therewith.

**ARTICLE II
CONTRACT IDENTIFICATION**

Contract No(s). [] and State Project No. H.004100/Federal Project No. H004100 have been assigned to this Pre-Construction Services Agreement to identify CMAR pre-construction services costs. All invoices, progress reports, and correspondence required in connection with this Pre-Construction Services Agreement shall be identified with “Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project” and the State and Federal Project Nos., Contract No(s)., and Purchase Order No(s). as assigned. The CMAR Contractor’s authorized representative, who is responsible for the Project shall sign and date all Project documentation.

**ARTICLE III
PROJECT DESCRIPTION**

The overall I-10: LA 415 to Essen Lane on I-10 and I-12 Project consists of widening and reconstruction of the I-10 east and west mainlines from ~~four-six~~ to ~~six-eight~~ lanes. The major improvements include, but are not limited to, the following:

- A. ~~b~~Bridge replacement and rehabilitation, as determined appropriate for each structure during pre-construction services;
- B. ~~interchange-Interchange~~ and ramp modifications~~;~~;
- C. ~~S~~Shoulder widening~~;~~; and
- D. ~~auxiliary-Auxiliary~~ lane(s).

The overall Project is divided into two phases, as described below.

1. Phase H1

The limits of Phase H1 (i.e., this Project) extend from ~~the Mississippi River Bridge (MRB)~~west of Washington Street to Essen Lane on I-10.

2. Phase H2

The limits of Phase H2 extend from LA 415 to ~~the MRB~~west of Washington Street.

**ARTICLE IV
SCOPE OF SERVICES**

The CMAR Contractor’s pre-construction services consist of working with the LA DOTD and the Design Professional and Independent Cost Estimator (ICE) during the Pre-Construction Services Phase. During the Pre-Construction Services Phase, the LA DOTD, CMAR Contractor, and Design Professional will assess the Project and determine Project segments for the design and construction of the Project, with the first segment being the Construction Management at Risk Segment 1 (the “CMAR Segment 1”).

[If a lump sum amount is agreed to for the pricing and payment of pre-construction services, include the following language:

Individual Notices to Proceed (NTP) will be issued for pre-construction services for each Segment, as each Segment is determined by the LA DOTD, CMAR Contractor, and Design Professional, and each Segment’s pre-construction services lump sum is agreed to between the LA DOTD and CMAR Contractor.]

The CMAR Contractor shall assist in the completion of a comprehensive set of construction plans and Specifications (the “Construction Documents”) for each Segment by performing constructability reviews, suggesting construction sequencing, developing and updating Segment Opinions of Probable Cost (the “Segment OPC”) on an open-book basis, assessing appropriate construction means and methods, developing a Baseline Progress Schedule for maximum contract days for each Segment and for the overall Project, and providing input into the development of innovative time savings and cost savings ideas for each Segment’s design. For each individual Segment, the CMAR Contractor shall provide Segment OPCs at designated milestones and a Segment GMP Proposal for negotiations as part of the Pre-Construction Services Phase. After the initial determination of the Segments, the LA DOTD reserves the right to (A) concurrently advance more than one Segment; and (B) require the CMAR Contractor and Design Professional to work with the LA DOTD to review and revise Segment definition at any time prior to agreement by the LA DOTD to the Segment GMP Proposal for any individual Segment.

If the LA DOTD and the CMAR Contractor are able to reach an agreement on a Segment GMP Proposal for any individual Segment, including constructability; construction sequencing; the Segment Construction Services Scope of Work; and the Baseline Progress Schedule, including the maximum number of contract days to complete each individual Segment as well as the entire Project, the LA DOTD may then enter into the Construction Services Contract with the CMAR Contractor.

If a Segment GMP Proposal for any individual Segment is not successfully negotiated and agreed to, the remainder of the Project (i.e., all remaining Segments or potential Segments) will be put out to bid as one or more traditional design-bid-build contracts and the CMAR Contractor acknowledges that it will be precluded from bidding on the design-bid-build contract for any remaining Segments or potential Segments of the Project.

The full Pre-Construction Services Scope of Work for this Project is included in Exhibit B.

**ARTICLE V
FURNISHED BY THE CMAR CONTRACTOR**

During the Pre-Construction Services Phase, the CMAR Contractor shall provide at a minimum the following on a Segment basis to assist in the development of the Project:

- A) A Cost Model, that will be used to develop OPCs individually for each Segment, including an estimate of the quantities of materials, labor, and equipment needed for construction of the Project;
- B) A logical Critical Path Method (CPM) Baseline Progress Schedule individually for each Segment, as well as the entire Project in accordance with Exhibit C – Special Provisions, Special Provision 108, of the Construction Services Contract, including maximum number of days;
- C) Advice as to the availability, cost, and capacities of materials, labor, and equipment;
- D) Risk identification, methods to mitigate identified risks, and innovative approaches; and
- E) Constructability reviews, construction sequencing reviews, and other input.

The CMAR Contractor shall attend all meetings necessary to complete the Pre-Construction Services Scope of Work identified in Exhibit B.

**ARTICLE VI
DELIVERABLES**

The deliverables to be provided by the CMAR Contractor during the pre-construction services are included in the detailed scope of work in Exhibit B.

**ARTICLE VII
SERVICES TO BE PERFORMED BY THE LA DOTD**

In addition to any services previously indicated to be performed by the LA DOTD, the following services and data shall also be provided by the LA DOTD during the Pre-Construction Services Phase:

- A) The Project Management Plan;
- B) Participation in the definition of, and ultimate approval of, the defined Segments for the Project;
- C) The Project design, including final plans and Specifications;
- D) Project management and CMAR Project Team coordination; and
- E) The risk register.

**ARTICLE VIII
CONTRACT TIME AND NOTICE TO PROCEED**

This Pre-Construction Services Agreement shall be in effect and binding upon all parties until all work is completed and accepted and all conditions have been met unless terminated earlier as provided herein.

The CMAR Contractor shall proceed with the services specified herein after the execution of this Pre-Construction Services Agreement and upon written NTP from the LA DOTD and shall be completed within [] calendar days, which includes completion of GMP Proposal negotiations. The delivery schedule for all Project deliverables during the course of this Pre-Construction Services Agreement shall be established by the LA DOTD's Project Manager.

**ARTICLE IX
GENERAL REQUIREMENTS**

It is the intent of this Pre-Construction Services Agreement that, with the exception of the items specifically listed to be furnished by the LA DOTD, the CMAR Contractor shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and

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complete the Pre-Construction Services Scope of Work included in Exhibit B. All items required to accomplish these results, whether or not specifically mentioned in this Pre-Construction Services Agreement are to be furnished at a cost not to exceed the maximum amount established by this Pre-Construction Service Agreement.

**ARTICLE X
COMPENSATION [LUMP SUM]**

[The type of compensation (i.e., lump sum, unit rate, or hourly rate) will be negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

The maximum compensation payable to the CMAR Contractor for all pre-construction services rendered in connection with this Pre-Construction Services Agreement, including direct expenses, shall not exceed \$[], which will be paid as a lump sum for pre-construction services for each Segment, as follows:

SEGMENT	LUMP SUM AMOUNT
CMAR Segment 1	\$[]
TOTAL	\$[]

The compensation to be paid herein for each task shall not be combined with or transferred to other tasks, except by a fully executed supplemental agreement.

**ARTICLE X
COMPENSATION [UNIT COST]**

[The type of compensation (i.e., lump sum, unit rate, or hourly rate) will be negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

Compensation to the CMAR Contractor for the pre-construction services specifically set forth in Exhibit B shall be made on the basis of cost per unit of work, as provided herein below, with a maximum limitation of \$[]. The maximum limitation for initial services is subdivided as follows:

Task	Not-to-Exceed Amount
CMAR Project Team Partnering Kickoff Work	\$[]
Segment Definition Workshop	\$[]

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Value Engineering (VE) Workshop(s) (inclusive of work for all Segments)	\$[]
Initial Approach to Cost Workshop	\$[]
Cost Model Development	\$[]
OPC Development and Updates (inclusive of work for all Segments)	\$[]
Baseline Progress Schedule Development and Updates (inclusive of work for all Segments)	\$[]
On-Going OPC and Baseline Progress Schedule Workshops (inclusive of work for all Segments)	\$[]
Design Reviews (inclusive of work for all Segments)	\$[]
Risk, Opportunity, and Innovation Workshops (inclusive of work for all Segments)	\$[]
Risk Identification and Management (inclusive of work for all Segments)	\$[]
Innovation Evaluation (inclusive of work for all Segments)	\$[]
Development of Subcontracting Plan (inclusive of work for all Segments)	\$[]
Development of Disadvantaged Business Enterprise (DBE) Performance Plan (inclusive of work for all Segments)	\$[]
Public Information and Communication (inclusive of work for all Segments)	\$[]
GMP Proposal Development (inclusive of work for all Segments)	\$[]
TOTAL:	\$[]

**ARTICLE X
COMPENSATION [HOURLY RATES]**

[The type of compensation (i.e., lump sum, unit rate, or hourly rate) will be negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

Compensation to the CMAR Contractor for the pre-construction services set forth in Exhibit B shall be based on actual work hours and specific rates of compensation, as established in Exhibit E, for the work performed and the direct expenses incurred by the CMAR Contractor, with a maximum limitation of \$[] for services performed and an allocation for direct expenses not to exceed \$[]. The maximum limitation for initial services is subdivided as follows:

Task	Not-to-Exceed Amount
CMAR Project Team Partnering Kickoff Work	\$[]

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Task	Not-to-Exceed Amount
Segment Definition Workshop	\$[]
Value Engineering (VE) Workshop(s) (inclusive of work for all Segments)	\$[]
Initial Approach to Cost Workshop	\$[]
Cost Model Development	\$[]
OPC Development and Updates (inclusive of work for all Segments)	\$[]
Baseline Progress Schedule Development and Updates (inclusive of work for all Segments)	\$[]
On-Going OPC and Baseline Progress Schedule Workshops (inclusive of work for all Segments)	\$[]
Design Reviews (inclusive of work for all Segments)	\$[]
Risk, Opportunity, and Innovation Workshops (inclusive of work for all Segments)	\$[]
Risk Identification and Management (inclusive of work for all Segments)	\$[]
Innovation Evaluation (inclusive of work for all Segments)	\$[]
Development of Subcontracting Plan (inclusive of work for all Segments)	\$[]
Development of Disadvantaged Business Enterprise (DBE) Performance Plan (inclusive of work for all Segments)	\$[]
Public Information and Communication (inclusive of work for all Segments)	\$[]
GMP Proposal Development (inclusive of work for all Segments)	\$[]
TOTAL:	\$[]

The compensation to be paid herein for each task shall not be combined with or transferred to other tasks, except by a fully executed supplemental agreement.

**ARTICLE XI
DIRECT EXPENSES**

If it is provided herein that direct expenses are to be reimbursed, direct expense items must not be included in the calculation of the CMAR Contractor’s indirect cost rate, must be used exclusively for this Pre-Construction Services Agreement, and must be fully consumed during the life of this Pre-Construction Services Agreement. Standard equipment or resources to be used in the provision of pre-construction services rendered for this Pre-Construction Services Agreement will not be considered for reimbursement as direct expenses. Requests for reimbursement of direct expenses must be accompanied with adequate supporting documentation. Failure to provide

adequate supporting documentation may, in the LA DOTD's sole discretion, result in a determination that such expenses are not eligible for reimbursement.

The CMAR Contractor shall provide a minimum of three rate quotes for any specialty vehicle or equipment that is billed as a direct expense. Any and all specialty vehicles or equipment for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

All travel related expenses will be compensated under direct expenses, and shall be in accordance with the most current Louisiana Office of State Travel regulations as promulgated in the Louisiana Administrative Code under the caption "PPM No. 49," with the exception that compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to Project needs.

All direct expenses must comply with the requirements of 48 C.F.R. Part 31.

**ARTICLE XII
PAYMENT BASED ON LUMP SUM**

[The type of payment will be updated to conform with the type of compensation (i.e., lump sum, unit rate, or hourly rate) negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

Payments of undisputed amounts for services rendered by the CMAR Contractor, including its subcontractors, shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall comply with the following:

- A) Show in detail the status of the work;
- B) Be subdivided into appropriate stages with estimated percentages for each stage;
- C) State the percentage of work completed of the pre-construction services as of the date of the invoice;
- D) State the projected completion date for any/all deliverable(s) as of the date of the invoice; and
- E) Be of a form and with a division of items as approved by the LA DOTD.

The invoice, reflecting the amount and value of work accomplished to the date of such submission, shall be submitted each month directly to the LA DOTD's Project Manager. The invoice shall also show the total of previous payments made pursuant to this Pre-Construction Services Agreement and the amount due and payable as of the date of the current invoice.

The CMAR Contractor's Project Manager shall sign, date, and certify the invoice for correctness.

Upon receipt of each invoice, the LA DOTD shall check the invoice for correctness and return the invoice if required. Upon acceptance and approval of a standard certified correct invoice for services satisfactorily performed, the LA DOTD shall pay the amount shown to be due and payable within 30 calendar days.

All costs must comply with the requirements of 48 C.F.R. Part 31.

**ARTICLE XII
PAYMENT BASED ON COST PER UNIT OF WORK**

[The type of payment will be updated to conform with the type of compensation (i.e., lump sum, unit rate, or hourly rate) negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

Payments for unit costs relating to line item deliverables delivered or in progress by the CMAR Contractor or its subcontractors shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice showing units delivered, units in progress, line item unit cost, and amount owed. Percentage complete of the Project and of any units in progress shall be shown in the monthly progress schedule. The monthly progress schedule shall comply with the following:

- A) Show in detail the status of the work;
- B) Be subdivided into appropriate stages with estimated percentages for each stage;
- C) State the percentage of work completed on the total Project as of the date of the invoice;
- D) State the projected completion date for any/all deliverable(s) as of the date of the invoice;
and
- E) Be of a form and with a division of items as approved by the LA DOTD.

An invoice shall be submitted each month directly to the LA DOTD's Project Manager. The invoice shall show the total amount earned to the date of submission and the amount due and payable as of the date of the invoice.

The CMAR Contractor's Project Manager shall sign, date, and certify the invoice for correctness. Upon receipt of each invoice, the LA DOTD shall check the invoice for correctness and return the invoice if required. Upon acceptance and approval of a standard certified correct invoice for services satisfactorily performed, the LA DOTD shall pay the amount shown to be due and payable within 30 calendar days.

All costs must comply with the requirements of 48 C.F.R. Part 31.

Payment for unit costs shall be based on the actual number of units delivered pursuant to this Pre-Construction Services Agreement. Line item unit costs will be as indicated in Exhibit E.

**ARTICLE XII
PAYMENT BASED ON SPECIFIC RATES OF COMPENSATION**

[The type of payment will be updated to conform with the type of compensation (i.e., lump sum, unit rate, or hourly rate) negotiated with the successful Proposer prior to execution of the Pre-Construction Services Agreement.]

Payments for services rendered by the CMAR Contractor or its subcontractors shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice subdivided for each task, as applicable. Each invoice that includes labor charges shall detail the names of the employees, the time worked, their classification, and applicable rates billed for the work that gave rise to the invoice. All documented designated personnel for various classifications shall be paid at the rates set forth in Exhibit E. Each invoice must be accompanied by time sheets showing hours worked each day and a detailed description of tasks performed during those work hours.

The invoice shall be submitted monthly and be directly related to the monthly progress schedule. The monthly progress schedule shall comply with the following:

- A) Show in detail the status of the work;
- B) Be subdivided into appropriate stages with estimated percentages for each stage;
- C) State the percentage of work completed on the total Project as of the date of the invoice;
- D) State the projected completion date for any/all deliverable(s) as of the date of the invoice; and
- E) Be of a form and with a division of items as approved by the LA DOTD.

The LA DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific Pre-Construction Services Agreement, provided such charges are substantiated by documentation that is subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate supporting documentation has not been maintained. If any invoiced amounts are disallowed after payment as a result of a subsequent audit, the LA DOTD will invoice the CMAR Contractor for the amount of any overpayments and the CMAR Contractor

shall be required to repay such amount within 60 calendar days of receipt of the LA DOTD's invoice. If CMAR Contractor fails to make payment within 60 calendar days, the LA DOTD reserves the right to withhold the outstanding amounts from the next payment due the CMAR Contractor. It is understood that the CMAR Contractor's books must segregate these items separately from the CMAR Contractor's general indirect costs/cost rate.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable, including the direct expenses.

The CMAR Contractor's Project Manager shall sign, date, and certify the invoice for correctness. Each invoice shall be submitted to the LA DOTD's Project Manager.

Upon receipt of each invoice, the LA DOTD shall check the invoice for correctness and return the invoice if required. Upon acceptance and approval of a standard certified correct invoice for services satisfactorily performed, the LA DOTD shall pay the amount shown to be due and payable within 30 calendar days.

All costs must comply with the requirements of 48 C.F.R. Part 31.

**ARTICLE XIII
RETAINAGE**

Retainage in the amount of five percent of invoiced amounts other than amounts to be reimbursed for direct expenses may be held, at the sole discretion of the LA DOTD.

**ARTICLE XIV
ADDITIONAL WORK**

Minor revisions in the described work shall be made by the CMAR Contractor without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the LA DOTD requires more substantial revisions or additional work which the CMAR Contractor believes warrant additional compensation, the CMAR Contractor shall notify the LA DOTD in writing within 30 calendar days of being instructed to perform such work. The CMAR Contractor shall not commence any work for which the CMAR Contractor intends to seek additional compensation unless and until written authority to proceed has been given by the LA DOTD.

If the LA DOTD disagrees that additional compensation is due for the required work, it shall be the CMAR Contractor's responsibility to perform the work and adhere to the procedures as set forth in the Dispute Resolution provisions of this Pre-Construction Services Agreement.

**ARTICLE XV
EXTRA WORK LETTERS**

As an aid in managing this Pre-Construction Services Agreement, the LA DOTD's Project Manager may issue extra work letters. Any extra work letters must be issued in writing and must comply with the provisions of this Pre-Construction Services Agreement.

An extra work letter may be issued by the LA DOTD's Project Manager in cases when the additional compensation is small and the work does not constitute a change in scope. The cumulative value of all extra work letters shall not exceed 10% of the cumulative value of all Pre-Construction Services Agreement compensation exclusive of extra work letters (i.e., the Pre-Construction Services Agreement compensation plus all supplemental agreements). In all other cases wherein the LA DOTD agrees that required work is necessary and warrants additional compensation, the parties will execute a supplemental agreement.

**ARTICLE XVI
OWNERSHIP OF DOCUMENTS**

All data collected by the CMAR Contractor and all documents, notes, drawings, tracings, and files collected or prepared in connection with this Pre-Construction Services Agreement, except the CMAR Contractor's personnel and administrative files, shall become and be the property of the LA DOTD and copies thereof shall be delivered to the LA DOTD electronically at the conclusion of the Pre-Construction Services Agreement term and/or sooner upon request by the LA DOTD. The LA DOTD shall not be restricted in any way whatsoever in its use of such material, except as specifically provided in Louisiana R.S. 38:2317.

No public news releases, technical papers, or presentations concerning this Project may be made by the CMAR Contractor without the prior written approval of the LA DOTD.

**ARTICLE XVII
DELAYS AND EXTENSIONS**

Upon written request to the LA DOTD, the CMAR Contractor may be given an extension of time for delays occasioned by events or circumstances beyond the CMAR Contractor's control.

It may be cause for review of Pre-Construction Services Agreement compensation if the accumulated approved extensions of contract time caused by events or circumstances beyond the CMAR Contractor's control equals or exceeds 12 months. If, in the opinion of the LA DOTD's Project Manager, circumstances indicate a need for additional compensation, the compensation shall be addressed by supplemental agreement. If the CMAR Contractor believes delays warrant an adjustment in Pre-Construction Services Agreement compensation, then the CMAR Contractor shall notify the LA DOTD in writing of its request within 30 days of the date upon which the CMAR Contractor knows, or should have known, of the delay.

If, in the opinion of the LA DOTD's Project Manager, circumstances do not indicate a need for additional Pre-Construction Services Agreement compensation, it shall be the CMAR Contractor's responsibility to perform the work and adhere to the procedures as set forth in the Dispute Resolution provisions of this Pre-Construction Services Agreement.

**ARTICLE XVIII
PROSECUTION OF WORK**

Immediately upon receiving authorization to proceed with the work, the CMAR Contractor shall prepare and submit to the LA DOTD's Project Manager a proposed progress schedule or bar chart, based on the schedule for design development, which shall show the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required.

The CMAR Contractor shall provide sufficient resources to ensure completion of the Pre-Construction Services Scope of Work included in Exhibit B and within the contract time limit. If the completed work is behind the approved progress schedule, the CMAR Contractor shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly with the submission of an invoice and progress schedule to the LA DOTD. For any work, the pre-construction services shall be considered on schedule if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall pre-construction services schedule includes the combined time allotted for all tasks within this Pre-Construction Services Agreement, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any task begins in accordance with the original pre-construction services schedule, even though work on a task may not commence on schedule. Should any task fail to commence in accordance with the original pre-construction services schedule because of delinquencies in a previous task, the elapsed time in the above ratio shall be measured from the time the task would have begun had the previous task been completed on schedule. Should any delays in progress be necessitated by circumstances outside of the CMAR Contractor's control, it shall be the responsibility of the CMAR Contractor to request an appropriate adjustment in contract time.

**ARTICLE XIX
PROGRESS INSPECTIONS**

During the progress of the work, representatives of the LA DOTD and other interested parties, when so named herein, shall have the right to examine the work and may confer with the CMAR Contractor thereon. In addition, the CMAR Contractor shall furnish, upon request, copies of any

specific item of its work for the LA DOTD's inspection. The CMAR Contractor shall confer with the LA DOTD and such other parties, and from time to time may submit preliminary work products for interim approval.

**ARTICLE XX
TERMINATION OR SUSPENSION**

This Pre-Construction Services Agreement shall become effective from the date of execution (the date all parties have signed) and shall be binding upon the parties until all pre-construction services are completed by the CMAR Contractor in accordance with the terms of this Pre-Construction Services Agreement and accepted by the LA DOTD, and all payments and conditions have been met. Further, this Pre-Construction Services Agreement shall remain in effect until the LA DOTD has issued final acceptance of the Project under a subsequent Construction Services Contract (if one or more Segment GMP Proposals is successfully negotiated with the CMAR Contractor) or until the LA DOTD and CMAR Contractor have terminated any individual Segment GMP Proposal negotiations and the LA DOTD determines it will issue an Invitation for Bid (IFB) for all or any portion of the Project.

This Pre-Construction Services Agreement may be terminated earlier under any or all of the following conditions:

- A) By mutual agreement and consent of the parties hereto;
- B) By the LA DOTD as a consequence of the failure of the CMAR Contractor to comply with the terms, progress, or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the CMAR Contractor;
- C) By either party upon failure of the other party to fulfill its obligations as set forth in this Pre-Construction Services Agreement;
- D) By the LA DOTD due to the departure for whatever reason of any Key Personnel without the prior written approval of the LA DOTD;
- E) Upon failure of the CMAR Contractor to comply with disadvantaged, minority, and women-owned business enterprise requirements;
- F) Upon failure of the CMAR Contractor to comply with insurance requirements; or
- G) By the LA DOTD giving 30 calendar days' notice to the CMAR Contractor, for any reason, in writing and paying compensation due for completed work and all direct expenses incurred in accordance with Article XI.

Upon termination of this Pre-Construction Services Agreement, the CMAR Contractor shall deliver to the LA DOTD all records of the work compiled to the date of termination. The LA

DOTD shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

If for any reason the LA DOTD wishes to suspend this Pre-Construction Services Agreement, it may do so by giving the CMAR Contractor written notice that the Pre-Construction Services Agreement is suspended as of the notice date. The CMAR Contractor shall stop all work under the Pre-Construction Services Agreement until such time as the CMAR Contractor may receive written notification from the LA DOTD's Project Manager to resume work.

The CMAR Contractor shall not have the authority to suspend work under this Pre-Construction Services Agreement.

**ARTICLE XXI
DISPUTE RESOLUTION**

A) Scope of the Procedure

The following dispute resolution procedure covers all disputes between the LA DOTD and the CMAR Contractor arising from this Pre-Construction Services Agreement. This procedure is non-binding. Compliance with this procedure is a condition precedent to any litigation. 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.

The parties agree to make a diligent, good-faith effort to attempt to amicably resolve all disputes arising under or relating to this Pre-Construction Services Agreement by conference and negotiations. The LA DOTD's Project Manager and CMAR Contractor's Project Manager shall use their best efforts to settle any dispute within 15 Business Days of the dispute arising.

B) Continuation of Performance

At all times during the pendency of a dispute under this procedure, the CMAR Contractor shall continue the work pursuant to the terms of this Pre-Construction Services Agreement and the LA DOTD shall continue to pay the CMAR Contractor. After resolution, the CMAR Contractor shall pay any amounts due after conclusion of the dispute resolution procedure.

C) Informal Mediation by the LA DOTD Chief Engineer

If a dispute arises between the LA DOTD and CMAR Contractor regarding this Pre-Construction Services Agreement, and the dispute is unable to be resolved in accordance

with paragraph (A), 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 Business 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 Business 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 paragraph (D) and the dispute shall be resolved in accordance with that process.

D) Formal Mediation

The LA DOTD and CMAR Contractor agree that if the informal mediation process described in paragraph (C) fails, then the parties will submit to at least four hours of formal mediation, as described below.

1) Mediator

The LA DOTD and CMAR Contractor shall each propose three possible mediators located in Louisiana. The parties shall then have ten Business Days to evaluate and agree on a mediator. If the parties are unable to agree on a mediator, the LA DOTD's Chief Engineer shall select a mediator from those proposed by the parties. The LA DOTD and CMAR Contractor recognize that at the formal mediation and at every other point in the proceedings the mediator will not be acting as a legal advisor or representative for any party.

2) Formal Mediation Procedure

The formal mediation will involve the LA DOTD and CMAR Contractor 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 CMAR Contractor. The LA DOTD and CMAR Contractor shall consult with legal counsel before signing documents that result from the formal mediation.

3) Confidentiality

The LA DOTD and CMAR Contractor 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 CMAR

Contractor agree to not subpoena or otherwise require the mediator 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.

4) Costs

The LA DOTD and CMAR Contractor will share equally in the costs of the formal mediation.

E) Judicial Authority

The process contained in this Article XXI must be exhausted prior to an appeal to any judicial authority.

F) Venue

Any legal proceedings relating to any dispute under this Pre-Construction Services Agreement will be filed in a State court of competent jurisdiction in East Baton Rouge Parish, Louisiana.

**ARTICLE XXII
INSURANCE REQUIREMENTS**

The CMAR Contractor shall obtain and maintain the following insurance coverages during the performance of this Pre-Construction Services Agreement:

- A) Workers Compensation insurance with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee;
- B) Commercial General Liability (CGL) insurance including coverage for premises and operations; independent contractors; personal injury; product and completed operations; explosion, collapse and underground; and broad form contractual liability of limits of at least \$1 million per occurrence and \$2 million annual aggregate applicable on a per project basis. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis;

- C) Business automobile liability insurance with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis.

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 CMAR Contractor.

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 CMAR Contractor shall immediately notify the LA DOTD.

Upon failure of the CMAR Contractor 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, the Pre-Construction Services Agreement, at the election of the LA DOTD, may be immediately declared suspended, discontinued, or terminated until the CMAR Contractor provides evidence of compliance. Failure of the CMAR Contractor to maintain any required insurance will not relieve the CMAR Contractor from any liability under the Pre-Construction Services Agreement, nor will the insurance requirements be construed to conflict with the obligations of the CMAR Contractor concerning indemnification under the Pre-Construction Services Agreement.

The CMAR Contractor is responsible for requiring and verifying that all subcontractors working under this Pre-Construction Services Agreement maintain appropriate types and levels of insurance coverage.

**ARTICLE XXIII
INDEMNITY**

The CMAR Contractor agrees to indemnify and save harmless the LA DOTD and its agents, employees, and assigns against any and all claims, demands, suits, and judgments of sums of money (including, attorney's compensation and cost for defense) to any party for loss of life or injury or damage to persons or properties to the extent arising out of, resulting from, or by reason of any act or omission by the CMAR Contractor or its agents, servants, or employees while engaged upon or in connection with the services required or performed by the CMAR Contractor hereunder.

**ARTICLE XXIV
QUALITY OF WORK**

It is understood that the provision of the Pre-Construction Services Scope of Work as outlined in Exhibit B, and all other work required of the CMAR Contractor under this Pre-Construction Services Agreement, shall meet the standard LA DOTD requirements as to general format and content, and shall be performed to the satisfaction and approval of the LA DOTD. The LA DOTD's review, approval, acceptance of, or payment for the pre-construction services required under this Pre-Construction Services Agreement shall not be construed to operate as a waiver of any of the LA DOTD's rights or of any causes of action arising out of or in connection with the performance of this Pre-Construction Services Agreement.

The CMAR Contractor shall be responsible for the professional quality and technical accuracy of all work products and other services furnished to the LA DOTD. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction and payments withheld until delivery of an acceptable product. The CMAR Contractor shall, without additional compensation, correct or revise any deficiencies discovered subsequent to completion of the Pre-Construction Services Scope of Work and final payment. If the Project schedule requires that the LA DOTD staff make corrections due to the poor quality of the work produced by the CMAR Contractor, the CMAR Contractor shall be responsible for costs incurred by the LA DOTD to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with delays to the Project.

**ARTICLE XXV
CLAIM FOR LIENS**

The CMAR Contractor shall hold the LA DOTD harmless from any and all claims for liens for labor, services, or material furnished to the CMAR Contractor in connection with the performance of its obligations under this Pre-Construction Services Agreement.

**ARTICLE XXVI
COMPLIANCE WITH LAWS**

The CMAR Contractor shall comply with all applicable federal, state, and local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Pre-Construction Services Agreement.

**ARTICLE XXVII
COMPLIANCE WITH CIVIL RIGHTS ACT**

The CMAR Contractor agrees to comply with the requirements of the following as applicable:

- A. Titles VI and VII of the Civil Rights Act of 1964, as amended;

- B. The Equal Employment Opportunity Act of 1972, as amended;
- C. Federal Executive Order 11246, as amended;
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended;
- E. The Vietnam Era Veteran’s Readjustment Assistance Act of 1974;
- F. Title IX of the Education Amendments of 1972;
- G. The Age Discrimination Act of 1975; and
- H. The Americans with Disabilities Act of 1990, as amended.

The CMAR Contractor agrees not to discriminate in its employment practices, and shall render services under this Pre-Construction Services Agreement without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the CMAR Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Pre-Construction Services Agreement.

**ARTICLE XXVIII
ANTI-SOLICITATION AND ANTI-LOBBYING COVENANTS**

The CMAR Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CMAR Contractor, to solicit or secure this Pre-Construction Services Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CMAR Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Pre-Construction Services Agreement. The CMAR Contractor further warrants that it has executed a certification and disclosure form as required under 49 C.F.R. Part 20 on Form CRCF and that all information on the form is true and correct. For breach or violation of these warranties, the LA DOTD shall have the right to annul this Pre-Construction Services Agreement without liability, or, in its discretion, to deduct from the Pre-Construction Services Agreement compensation or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift, or contingent fee paid in violation of the warranties made in this Article.

No legislator or person who has been certified by the Secretary of the State as elected to the legislature or member of any board or commission; members of his or her families; or legal entities in which the legislator, person, or board or commission member has an interest may derive any benefit from this Pre-Construction Services Agreement or share in any part of the Pre-Construction

Services Agreement in violation of the Louisiana Code of Governmental Ethics (Louisiana R.S. 42:1101, *et seq.*).

**ARTICLE XXIX
CODE OF GOVERNMENTAL ETHICS**

The CMAR Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (Louisiana R.S. 42:1101 *et seq.*, “Code of Governmental Ethics”) applies to the CMAR Contractor in the performance of services called for in this Pre-Construction Services Agreement. The CMAR Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Pre-Construction Services Agreement.

**ARTICLE XXX
DISADVANTAGED, MINORITY, AND WOMEN-OWNED
BUSINESS ENTERPRISE REQUIREMENTS**

This project is a Disadvantaged Business Enterprise (DBE) goal project. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Management at Risk Contracts contained in Exhibit D, the DBE goal for approved subcontracting work under this Pre-Construction Services Agreement is 7% of the Pre-Construction Services Price. The CMAR Contractor shall submit LA DOTD Form OMF-1A (CMAR) (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 C.F.R. Part 26).

**ARTICLE XXXI
SUBLETTING, ASSIGNMENT, OR TRANSFER**

This Pre-Construction Services Agreement shall be binding upon the successors and assignees of the respective parties hereto.

This Pre-Construction Services Agreement, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written consent of the LA DOTD.

**ARTICLE XXXII
RECORDS RETENTION**

The CMAR Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred relative to this Pre-Construction

Services Agreement. Costs shall be in accordance with 48 C.F.R. Part 31. Records shall be retained until such time as an audit is made by the LA DOTD or the CMAR Contractor is released in writing by the LA DOTD's Audit Director, at which time the CMAR Contractor may dispose of such records. The CMAR Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last invoice under this Pre-Construction Services Agreement or the release of all retainage for this Pre-Construction Services Agreement, whichever occurs later, for inspection by the LA DOTD, Louisiana Legislative Auditor, Federal Highway Administration (FHWA), or Government Accountability Office under state and federal regulations effective as of the date of this Pre-Construction Services Agreement.

**ARTICLE XXXIII
TAX RESPONSIBILITY**

The CMAR Contractor hereby agrees that the responsibility for payment of taxes on the payments received under this Pre-Construction Services Agreement shall be CMAR Contractor's obligation.

**ARTICLE XXXIV
JOINT EFFORT**

This Pre-Construction Services Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting, or execution of the Pre-Construction Services Agreement.

**ARTICLE XXXV
SEVERABILITY**

If any term, covenant, condition, or provision of this Pre-Construction Services Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this Pre-Construction Services Agreement or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Pre-Construction Services Agreement shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE XXXVI
KEY PERSONNEL**

The CMAR Contractor shall assign Key Personnel to this CMAR Contract. The Key Personnel shall take direction for work assignments under the direction of the LA DOTD's Project Manager. The Key Personnel shall remain on the CMAR Contract until such time that the LA DOTD agrees

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it does not need their expertise and/or services or until completion of the work under the CMAR Contract.

The CMAR Contractor shall secure the services of the following Key Personnel to perform the work under the CMAR Contract, and agrees there shall not be in any change in the assignment of the Key Personnel without prior written approval by the LA DOTD or direction by the LA DOTD that a Key Personnel is to be replaced.

CMAR CONTRACTOR'S KEY PERSONNEL	
Name	Position
[REDACTED]	Principal-in-Charge
[REDACTED]	CMAR Contractor's Project Manager
[REDACTED]	Pre-Construction Manager
[REDACTED]	Construction Manager
[REDACTED]	Construction Quality Control Manager
[REDACTED]	Construction Safety Manager
[REDACTED]	Disadvantaged Business Enterprise Program Manager
[REDACTED]	Public Information Manager
[REDACTED]	Lead Estimator
[REDACTED]	Lead Scheduler

The CMAR Contractor shall assign such further professional and technical personnel as required to perform the work under this CMAR Contract, including subcontractor personnel.

All of the CMAR Contractor's Key Personnel and employees shall have the skill, experience, and any necessary licenses required under Louisiana law to perform the work assigned to them and shall meet the minimum qualification requirements identified in Exhibit C – Special Provisions, Special Provision 108, of the Construction Services Contract. If the LA DOTD determines, in its sole discretion, that any person employed by the CMAR Contractor or by a subcontractor is not performing the work in a proper and skillful manner then at the written request of the LA DOTD the CMAR Contractor or such subcontractor must remove such person and such person shall not be re-employed under the CMAR Contract without the prior written consent of the LA DOTD. If the CMAR Contractor or the subcontractor fails to remove such person or fails to furnish skilled and experienced personnel for the proper performance of the work, then the LA DOTD may suspend the affected portion of the work by delivery of written notice of such suspension to the CMAR Contractor. Such suspension shall in no way relieve the CMAR Contractor of any obligation contained in the CMAR Contract or entitle the CMAR Contractor to an extra work letter or supplemental agreement. Once compliance is achieved, the CMAR Contractor will be entitled to, and shall promptly, resume the work.

**ARTICLE XXXVII
NOTICES**

Any notice to be given by one party to the other will be given in writing by personal service, FedEx, United Parcel Services (UPS), the United States Postal Services (USPS), or any other similar form of courier or delivery services address to such part as follows.

If to the LA DOTD:

Nicholas Olivier, P.E.
1201 Capitol Access Road, Section 34
Baton Rouge, LA 70802

If to the CMAR Contractor:

[

_____] .

Louisiana Department of Transportation and Development

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

WITNESSES:

[REDACTED]

Witness

By: _____

Witness

Typed or Printed Name

TITLE

Federal Identification Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness

By: _____
Secretary

Witness

Recommended for approval:

By: _____

**Exhibit A
Acronyms and Definitions**

A.1 Acronyms

C.F.R.	Code of Federal Regulations
CMAR	Construction Management at Risk
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration
GMP	Guaranteed Maximum Price
OSHA	Occupational Safety & Health Administration
WBS	Work Breakdown Structure

A.2 Definitions

Allowance	A not-to-exceed amount provided for the payment of all services, personnel, labor, materials, and equipment necessary to perform Allowance Work, as identified in the Cost Model, Segment OPCs, and, eventually, Segment GMP Proposals.
Allowance Work	The Work, including all services, personnel, labor, materials, and equipment, required under an Allowance.
Baseline Progress Schedule	The time-scaled, cost-loaded, and resource-loaded critical path network, updated in accordance with the CMAR Contract; the CMAR Contractor’s Work Breakdown Structure (WBS) for constructing and completing each individual Segment and the Project overall; the applicable Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal”), distributed over the period of construction services for the applicable Segment; and the Guaranteed Maximum Price (GMP), distributed over the total period of the Construction Services Contract.
Business Day	A day on which the LA DOTD is officially open for business.
Calendar Day	Every day shown on the calendar, beginning at midnight and ending at midnight.
Change Order	The standard form normally used to describe and detail changes to the CMAR Contract. When approved and fully executed, the document becomes part of the CMAR Contract.

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Claim	A separate demand by the CMAR Contractor for either of the following: <ul style="list-style-type: none"> A) A time extension which is disputed by the LA DOTD; or B) Payment of money or damages arising from work done by or on behalf of the CMAR Contractor in connection with the CMAR Contract which is disputed by the LA DOTD.
Constructability Review	A process that integrates the CMAR Contractor’s perspective into the Pre-Construction Services Phase. By active involvement, the CMAR Contractor lends its expertise and experience to design development in order to identify potential risks, innovations, and constructability issues.
Construction Documents	The plans, designs, Specifications, and other documents related to the construction of the overall Project.
Construction Management at Risk	A delivery method by which the LA DOTD uses the Design Professional, that is engaged by the LA DOTD, for professional predesign or design services, or both, and the LA DOTD contracts separately with the CMAR Contractor to engage in the Pre-Construction Services Phase. The CMAR Contractor may also provide construction services to build the Project if the CMAR Contractor is awarded the Construction Services Contract and one or more Segment Guarantee Maximum Price Proposals (the “Segment GMP Proposals”) are approved by the LA DOTD.
Construction Management at Risk Contract	The Construction Management at Risk Contract (or, “CMAR Contract”), executed in the following two parts: <ul style="list-style-type: none"> A) The Pre-Construction Services Agreement; and B) If a Segment GMP, Baseline Progress Schedule, and Segment Construction Services Scope of Work for at least one Segment are negotiated and agreed to between the LA DOTD and CMAR Contractor, the Construction Services Contract. Depending on the context, the CMAR Contract could be referring to (1) the Pre-construction Services Agreement, or (2) the Construction Services Contract, or (3) both, read as a single instrument.

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Construction Management at Risk Contractor	<p>The Person, sole proprietorship, partnership, corporation, or other legal entity, properly licensed, bonded, and insured, that does one or both of the following:</p> <ul style="list-style-type: none"> A) Provides construction experience to the LA DOTD and its Design Professional during the Pre-Construction Services Phase regarding the constructability of one or more Segments of the Project; and B) Assumes the risk to construct one or more Segments of the Project for a GMP without re-procurement, if the Segment GMP, Baseline Progress Schedule, and Segment Construction Services Scope of Work for at least one Segment are negotiated and agreed to between the LA DOTD and CMAR Contractor.
Construction Management at Risk Project Team	<p>The Construction Management at Risk Project Team (or, “CMAR Project Team”) consists of the following:</p> <ul style="list-style-type: none"> A) The LA DOTD; B) The CMAR Contractor; C) The Design Professional; and D) The Independent Cost Estimator (ICE).
Construction Management at Risk Segment 1	<p>The section of both directions of the I-10 mainline west of Washington Street to the on and off ramps at Perkins Road.</p>
Construction Services Contract	<p>If successfully negotiated during pre-construction services, the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties to construct one or more Segments of the Project, including the performance of the work, the furnishing of labor and materials, the basis of payment, the GMP, and the Baseline Progress Schedule. The Construction Services Contract, if executed, is one part of the CMAR Contract.</p>
Construction Services Phase	<p>The time period when the CMAR Contractor performs the construction of one or more Segments of the Project. The time begins after the Construction Services Contract Notice to Proceed (NTP) is issued.</p>

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Construction Services Scope of Work	All duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services, if the CMAR Contractor is awarded the Construction Services Contract. The Construction Services Scope of Work is subdivided into Segment Construction Services Scopes of Work, and shall be updated as each applicable Segment Construction Services Scope of Work is negotiated and agreed to by the LA DOTD and CMAR Contractor.
Cost Model	The electronic cost tabulation for the construction of the Project developed by the CMAR Contractor and reviewed and approved by the LA DOTD. The Cost Model is based on the LA DOTD’s list of standard pay items and is used to complete Segment Opinions of Probable Costs (the “Segment OPCs”) and Segment GMP Proposals, including a list of pay item numbers, descriptions, quantities, units of measurement, unit prices and extended amounts, and Allowances that make up the GMP (and are included in the Cost Model).
Day	References to “days” or “Days” shall mean Calendar Days unless otherwise specified, provided that if the date to perform any act or give any notice specified in the CMAR Contract (including the last date for performance or provision of notice “within” a specified time period) falls on a non-Business Day, such act or notice may be timely performed on the next succeeding day which is a Business Day.
Design Professional	The engineer, architect, or landscape architect that has secured a professional license from a Louisiana registration board as required by state law and that is selected by the LA DOTD in accordance with state law.
Disadvantaged Business Enterprise	A for profit small business concern as defined in 49 C.F.R. Part 26.
Engineer’s Estimate	The estimator prepared on behalf of the LA DOTD by the Design Professional.
Guaranteed Maximum Price	The negotiated price between the LA DOTD and CMAR Contractor for construction services for the overall Project. The Guaranteed Maximum Price (GMP) is the total of the Segment Guaranteed Maximum Prices (the “Segment GMPs”).
Holidays	Those days designated as state holidays by the Louisiana Secretary of State or proclaimed by the Governor of the State.

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Home Office Overhead	Home Office Overhead consists of time-related costs that cannot be attributed to a particular project, and are costs at the CMAR Contractor’s home office. Examples could be, but are not limited to, home office clerical and executive staff, rent, taxes, supplies, insurance, and utilities. Home Office Overhead will be negotiated and agreed upon between the LA DOTD and the CMAR Contractor prior to execution of the Construction Services Contract. The Home Office Overhead rate will be included in the CMAR Contractor’s Margin.
Independent Cost Estimator	The third-party consultant that participates with the Design Professional and LA DOTD in development and/or review of CMAR Contractor-provided Cost Models, Segment OPCs, parametric cost estimates, and other cost aspects of the Project. The Independent Cost Estimator (ICE) develops an independent cost estimate to be used to assist the LA DOTD in reviewing and reconciling the Segment OPCs and in reviewing, negotiating, and accepting or rejecting any Segment GMP Proposal.
Jobsite Overhead	Jobsite Overhead consists of time-related costs chargeable to the Project, but not chargeable to a particular item of Work. Examples could be, but are not limited to, Project office rent, salaried Project personnel, Project office equipment costs, and Project office utilities. The Jobsite Overhead will be negotiated and agreed upon between the LA DOTD and the CMAR Contractor prior to execution of the Construction Services Contract. The Jobsite Overhead may be included in the CMAR Contractor’s Margin, as mutually agreed to by the parties during the Pre-Construction Services Phase.
Key Personnel	The persons listed in Article XXXVII of the Pre-Construction Services Agreement.
Louisiana Department of Transportation and Development	The LA DOTD, through its offices and officers, responsible for developing and implementing programs to ensure adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of Louisiana R.S. Title 36, as amended.
Louisiana Department of Transportation and Development’s Project Manager	The representative of the LA DOTD responsible for oversight of design and pre-construction services, oversight of the ICE and GMP development, and oversight of construction services in coordination with the District. The LA DOTD’s Project Manager is the LA DOTD’s main point of contact for the Design Professional, CMAR Contractor, and ICE.
Margin	The combination of CMAR Contractor Home Office Overhead (including all general and administrative expenses), Jobsite Overhead (as mutually agreed to by the parties during the Pre-Construction Services Phase), and profit.

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Person	Any individual, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), voluntary association, partnership, trust, unincorporated organization, or governmental person.
Pre-Construction Services Agreement	The written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties with respect to the performance of certain pre-construction services, including, but not limited to, scheduling, pricing, and segmenting to assist the LA DOTD to design a more constructible Project. The Pre-Construction Services Agreement is one part of the CMAR Contract.
Pre-Construction Services Phase	The first phase of the Project when the CMAR Contractor performs the activities under the Pre-Construction Services Agreement.
Pre-Construction Services Price	The final, negotiated price between the LA DOTD and CMAR Contractor for pre-construction services for the Project.
Pre-Construction Services Scope of Work	All duties and services to be furnished and provided by the CMAR Contractor as required by the Pre-Construction Services Agreement, including, the administrative, quality control, quality assurance, procurement, legal, professional, supervision, management, and documentation and all other efforts necessary or appropriate to complete the pre-construction services.
Project	The Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project. The Project will be divided into Segments during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1.
Scope of Work	Generally, all duties and services to be furnished and provided by the CMAR Contractor as required by the CMAR Contract, as included in the Pre-Construction Services Scope of Work and, if the CMAR Contractor is awarded the Construction Services Contract, the Construction Services Scope of Work.
Secretary	The Secretary of the Louisiana Department of Transportation and Development.
Segment	Individual portions of the Project to be defined during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1. The intent is to negotiate individual Segment GMP Proposals for each Segment of the Project.
Segment Construction Documents	The plans, designs, Specifications, and other documents related to the construction of a single Segment of the Project.

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Segment Construction Services Scope of Work	All duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services for an individual Segment, if the CMAR Contractor is awarded the Construction Services Contract and the Segment GMP Proposal is approved by the LA DOTD.
Segment Guaranteed Maximum Price	The negotiated price between the LA DOTD and CMAR Contractor for construction services for an individual Segment of the Project. The GMP is the total of the Segment GMPs.
Segment Guaranteed Maximum Price Proposal	The proposal submitted by the CMAR Contractor during the course of the Pre-Construction Services Agreement that sets forth the proposed Segment GMP, including Margin, bonds, and insurance; Baseline Progress Schedule; and Segment Construction Services Scope of Work for an individual Segment of the Project.
Segment Opinion of Probable Cost	An estimate prepared by the CMAR Contractor that reflects the estimator’s opinion as to the probable costs that a “prudent” contractor would include in its bid to construct the defined facilities for an individual Segment. Unless specifically stated, the Segment Opinion of Probable Cost (the “Segment OPC”) does not capture costs borne by the LA DOTD for pre-construction activities or for expenses related to the management and support of field construction activities. Segment OPC pricing is predicated on the CMAR Contractor’s compliance with all Specifications and design parameters during construction services for the applicable Segment.
Special Provisions	Requirements adopted by the LA DOTD for the Project that amend the Standard Specifications or any adopted Supplemental Specifications.
Specifications	The Louisiana Standard Specifications for Roads and Bridges, current edition, issued by the LA DOTD (the “Standard Specifications”), as may be modified by Supplemental Specifications and/or Special Provisions.
Standard Specifications	The Louisiana Standard Specifications for Roads and Bridges, current edition, issued by the LA DOTD.
State	The State of Louisiana acting through its elected officials and their authorized representative, or the State of Louisiana in the geographic sense, depending on the context.

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Subcontract	Any contract to perform any part of the work or provide any materials, equipment, or supplies for any part of the work between the CMAR Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor	Any Person with whom the CMAR Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the work, at any tier.
Supplemental Agreement	A written agreement between the CMAR Contractor and the LA DOTD covering work not otherwise provided for; or revisions in or amendments to terms of the Construction Services Contract, in particular when incorporating individual Segment Construction Services Scopes of Work into the Construction Services Contract; or conditions specifically prescribed in the Specifications as requiring Supplemental Agreements. Such Supplemental Agreement becomes part of the CMAR Contract when approved and properly executed.
Supplemental Specifications	Approved additions and revisions to the Standard Specifications, and included in all LA DOTD contracts.
Work Breakdown Structure	A deliverable-oriented grouping of Project components that organizes and defines the total scope of the Project.

Exhibit B – Pre-Construction Services Scope of Work

I. Pre-Construction Services – General Responsibilities

Any recommendations, advice, and/or suggestions regarding potential design alternatives, constructability reviews, value engineering (“VE”), or design modifications provided by the CMAR Contractor are made solely in its capacity as a general contractor, and not as a licensed design professional. Evaluation of the suitability of all potential solutions, alternatives, and/or other suggestions will remain the sole responsibility of the Design Professional. When providing VE suggestions, the CMAR Contractor will utilize best practices to ensure accurate pricing is provided.

This Project will be delivered in Segments, starting with CMAR Segment 1 and as further defined in accordance with Section III.B. During the Pre-Construction Services Phase, the CMAR Contractor shall not proceed with pre-construction services on any Segment after CMAR Segment 1 until the Segment is defined, the lump sum price for pre-construction services for that Segment is agreed to between the LA DOTD and CMAR Contractor, and the LA DOTD issues Notice to Proceed (NTP) for pre-construction services for that Segment. During the Construction Services Phase, the CMAR Contractor shall not proceed with construction services on any Segment, including CMAR Segment 1, until the Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal) for the Segment is approved by the LA DOTD and the LA DOTD issues NTP for construction services for that Segment.

The following responsibilities are to be performed as part of the Pre-Construction Services Phase and under this Pre-Construction Services Agreement for each Segment:

A. Preliminary Evaluation

The CMAR Contractor shall provide a preliminary evaluation of the LA DOTD’s Project and construction budget requirements, including a review of all background data made available by the LA DOTD as to requirements, criteria, priorities, feasibility, and physical and financial limitations with regard to the Project. The CMAR Contractor shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site with photos or videos as required by the LA DOTD’s Project Manager. The CMAR Contractor shall review with the LA DOTD’s Project Manager and Design Professional site data such as access, location of services, security, surveys, soils information, and other relevant information. The CMAR Contractor may assist in locating/confirming the location of all utilities, services, and other underground facilities that may impact the Project, but does not assume liability for damage to facilities which are not properly identified by the LA DOTD or its agent. The CMAR Contractor shall participate in a kick-off meeting (and on-going meetings

and workshops) with the CMAR Project Team to establish rapport, participate in partnering, and develop a common appreciation of the goals of the Project.

B. Design Review and Recommendations

1. The CMAR Contractor, as part of the ongoing pre-construction services, shall follow the development of design through final Construction Documents, review the in-progress plans and Specifications, and familiarize itself thoroughly with the evolving plans and Specifications. The CMAR Contractor shall analyze the design for constructability, including construction feasibility and practicality, construction sequencing suggestions, and alternative materials/means and methods. The CMAR Contractor shall assist and advise the CMAR Project Team in exploring alternative innovative cost and time saving approaches, materials, and systems to minimize total construction and operation costs. Upon request, the CMAR Contractor shall assist the LA DOTD and Design Professional in preparing comparative life-cycle studies of LA DOTD operating and maintenance costs for each schematic design alternative considering costs relating to efficiency, usable life, maintenance, energy, and operation.
2. The CMAR Contractor shall continuously monitor the impact of proposed design on the Project schedule and recommend adjustments in the design documents including construction sequencing to ensure completion of the Project in the most expeditious and cost-effective manner possible within the CMAR Contractor's means and methods.
3. The CMAR Contractor shall advise and assist the Design Professional and the LA DOTD, if requested, in dealing with utilities as necessary.

C. Opinion of Probable Cost and Guaranteed Maximum Price

1. Cost Model: The CMAR Contractor shall prepare a Cost Model for estimating Project costs and provide a copy of such Cost Model to the LA DOTD's Project Manager within 14 days after the Initial Approach to Cost Workshop. The LA DOTD and the CMAR Contractor shall review and mutually agree upon the Cost Model in accordance with the requirements established herein. When approved by the LA DOTD, the Cost Model shall serve as a basis for all Project construction cost estimates including the Segment Opinions of Probable Cost (the "Segment OPCs") and Segment Guaranteed Maximum Price Proposals (the "Segment GMP Proposals"), each prepared individually for the defined Segments, starting with Construction Management at Risk Segment 1 (the "CMAR Segment 1"). All assumptions and clarifications shall be listed and submitted with each Segment OPC and Segment GMP Proposal.

2. 30% Segment OPC: The CMAR Contractor shall prepare an initial Segment OPC based on 30% design individually for defined Segment, starting with CMAR Segment 1. The Segment OPC shall be submitted to the LA DOTD 14 Calendar Days after receipt of Segment's 30% design or the LA DOTD's approval of the Cost Model, whichever is later.
3. Segment OPC Updates: The CMAR Contractor shall prepare separate Segment OPCs for each defined Segment, starting with the CMAR Segment 1. For each Segment, the CMAR Contractor shall prepare several Segment OPCs appropriate to each stage of Segment design (at a minimum, 60% and 90% design submittals). Each Segment OPC update shall be submitted by the CMAR Contractor to the LA DOTD within 14 Calendar Days of receipt of the LA DOTD-approved Segment design package submittal. The CMAR Contractor shall continue to refine Segment OPCs as each design stage progresses with input to/from the CMAR Project Team on clarifications needed to reduce risk and Allowances. The CMAR Contractor shall continue to review and refine the Segment OPCs as Segment Construction Documents are prepared for this Project and shall advise the LA DOTD's Project Manager and CMAR Project Team immediately if it appears that any Segment cannot be completed within the budget or schedule. After review of the Design Professional's documents at each Segment design milestone, the CMAR Contractor shall prepare a new Segment OPC and provide a detailed written report to the CMAR Project Team reflecting the impact to the Cost Model. Each Segment OPC shall be prepared using the approved Cost Model. Segment OPCs shall not include Margin, bonds, or insurance, however, as the Segment OPCs are developed, and the Cost Model updated, the LA DOTD and CMAR Contractor shall negotiate Margin, bonds, and insurance for inclusion in the Segment GMP Proposals.
4. Segment GMP Proposal: The separate Segment OPCs shall be updated at or near final design completion for each Segment. At this point, the Segment OPC, along with the Baseline Progress Schedule, Specifications, and Segment Construction Services Scope of Work, becomes the Segment GMP Proposal, including all construction costs, developed as pay items and Allowances (if any). The CMAR Contractor shall guarantee the maximum price to the LA DOTD for the construction cost of the Project, which shall be the total of the Segment Guaranteed Maximum Prices (the "Segment GMPs"). In addition, the Segment GMP Proposal includes the Baseline Progress Schedule setting forth the maximum number of days allowed for each individual Segment and for the overall Project, and agreement on all construction sequencing, and constructability approaches for each Segment and the Project. When the Segment GMP Proposal is approved by the LA DOTD, however, under the terms of the Construction Services Contract the

LA DOTD shall pay the actual cost of the pay items and Allowances (if any). See additional requirements for the Segment GMP Proposal in Section V(B) and (C). The Segment GMP Proposal will not be disclosed, to the extent permitted by law, until the Segment GMP is successfully negotiated or the LA DOTD has received and opened competitive bids for the Project.

5. With Segment OPC at the defined design phase (i.e., 30%, 60%, and 90% design) and the Segment GMP Proposal, the CMAR Contractor shall submit a report of line item variances from the previous design phase's Segment OPC with information describing the basis for each variance.

II. Pre-Construction Services – Work Planning and Progressive GMPs

A. Long Lead Procurements

At the LA DOTD's discretion, the LA DOTD may require long lead items to be purchased early in the process. The CMAR Contractor shall assist in reviewing the design to identify long lead procurement items, if any, (equipment, materials, and supplies) for this Project. When each long lead procurement item is identified, the CMAR Contractor shall notify the LA DOTD's Project Manager of the required procurement and schedule. If the LA DOTD agrees with the early procurement, the CMAR Contractor shall arrange for procurement of such long lead procurement items. The CMAR Contractor shall keep the LA DOTD's Project Manager informed of the progress of the work, including manufacturing or fabricating of such long lead procurement items, and advise the LA DOTD's Project Manager of any problems or prospective delay of completion or delivery. The long lead procurement items will be paid for under the LA DOTD's current advanced payment procedure as described in the Construction Services Contract or as a separate Segment GMP Proposal under the Construction Services Contract.

B. Progressive GMP Proposals (Early Works)

In addition to long lead procurements, at the LA DOTD's discretion, the LA DOTD and CMAR Contractor may identify early works for the purpose of timely progression of an individual Segment or the overall Project and possible cost savings. The CMAR Contractor shall review the design documents for each Segment Construction Services Scope of Work for possible early works opportunities. The CMAR Project Team shall take such measures as are appropriate to provide that the early works and any associated Segment Construction Services Scopes of Work will be without duplication or overlap, and will be sequenced to maintain completion of all construction services on schedule. Any identified early works package shall be advance as a separate Segment GMP Proposal under the Construction Services Contract. Each Segment GMP Proposal, including each

Segment GMP Proposal for early works, must be of independent utility and not dependent upon the remainder of the Project to be functional.

C. Warranties

The CMAR Contractor shall review the final Contract Documents to ensure that warranty effective dates coincide with the LA DOTD's requirements and are initiated beginning with the final acceptance of each Segment.

D. Monitoring Market Conditions

The CMAR Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing individual Segments and the Project overall. For each Segment GMP Proposal, the CMAR Contractor shall review the specific market segment and provide a narrative summary to the LA DOTD's Project Manager that demonstrates a competitive market for the individual Segment Construction Services Scopes of Work.

III. Pre-Construction Services – Tasks and Deliverables

The following is the general workflow of the pre-construction services tasks and deliverables:

A. CMAR Project Team Partnering Kickoff Workshop

The CMAR Contractor shall collaboratively work with the LA DOTD's Project Manager to plan, attend, and actively participate as a member of the CMAR Project Team in the CMAR Project Team Partnering Kickoff Workshop. The CMAR Project Team Partnering Kickoff Workshop may be led by the LA DOTD's Project Manager or a third-party facilitator and will include the following:

1. Introduction to the Project, CMAR project delivery method, partnering process, and Project stakeholders;
2. Presentation of Project elements and the Pre-Construction Services Scope of Work, including the following:
 - a. Project status, goals, and objectives; and
 - b. Project information, including relevant plans, Specifications, studies, and reports;

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3. Discussion of Project schedule and major milestones, including the following:
 - a. CMAR Project Team schedule, including regular team meetings and workshops; and
 - b. Major Project activities and key milestones;
4. Identification and discussion of roles and responsibilities for the CMAR Project Team, including the following:
 - a. LA DOTD's Project manager and other personnel;
 - b. Design Professional;
 - c. CMAR Contractor; and
 - d. ICE;
5. Process for design input, including the following:
 - a. Milestone review requirements, timing, and process;
 - b. Innovation and risk workshops; and
 - c. On-going/as needed input and LA DOTD's Project Manager's requests;
6. Communications protocol and plan, including both internal and external communication;
7. Identification of change management process, including the following:
 - a. Issue identification; and
 - b. Escalation and resolution; and
8. Initial discussions related to the following:
 - a. Cost Model/pricing development approach;
 - b. Project risks identification;
 - c. Project innovation identification;
 - d. Project Segment definition.

Deliverable: Participation in meeting by all Key Personnel. Follow up action items and deliverables as assigned by the LA DOTD's Project Manager.

B. Project Segment Definition Workshop(s)

The CMAR Contractor shall collaboratively work with the LA DOTD's Project Manager and Design Professional to plan, attend, and actively participate as a member of the CMAR Project Team in one or more Project Segment Definition Workshop(s). The Project Segment Definition Workshop(s) will be led by the LA DOTD's Project Manager and will include the following:

1. Review of segments identified in the Environmental Assessment (EA);
2. Review of the anticipated financial plan for the Project;
3. Cost, timing, and sequencing and maintenance of traffic (MOT) assumptions;
4. The lump sum for pre-construction services for each Segment, as each Segment is defined, not to exceed the amount identified in Article X; and
5. Any other agenda items as deemed necessary by the LA DOTD's Project Manager.

Deliverable: Participation in meeting by Key Personnel as directed by the LA DOTD's Project Manager. Follow up action items and deliverables as assigned by the LA DOTD's Project Manager.

C. Value Engineering Workshop

A Value Engineering (VE) Workshop is required if the Project has federal funding and meets the requirements of 23 C.F.R. § 627.5(B). Typically, the VE Workshop occurs during the 30% design development stage and is facilitated by a third-party consultant not directly involved in the design process. No monetary award will be made to the CMAR Contractor for VE ideas during pre-construction services. Constructability and plan reviews are part of the Pre-Construction Services Scope of Work.

Deliverable: Participation in meeting. Follow up action items and deliverables as assigned by the LA DOTD's Project Manager.

D. Initial Approach to Cost Workshop

The CMAR Contractor shall participate in a meeting with the CMAR Project Team to establish baseline production rate assumptions and other assumptions and

standards for formulation of the Segment OPCs and Segment GMP Proposal. The purpose of the Initial Approach to Cost Workshop will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity, and construction sequencing among the CMAR Project Team members in order to affirm a consistent foundation for estimation. *See* Section III(E) for a more detailed description, definition, and delineation of the information to include as a part of the open-book Cost Model required for this Project.

The CMAR Contractor shall attend and actively participate in this meeting by performing the following:

1. Introducing the LA DOTD, Design Professional, and the ICE to the CMAR Contractor's proposed Cost Model;
2. Directing an open discussion with the LA DOTD, Design Professional, and ICE regarding specific assumptions and clarifications in the Cost Model needing further discussion and agreement among the CMAR Project Team members. These will be the assumptions and clarifications listed with each iteration of each Segment OPC and each Segment GMP Proposal; and
3. Discussing the Cost Model development schedule and developing an update process that integrates LA DOTD, Design Professional, and ICE input, analysis, and evaluations.

Deliverable: Cost Model document that includes the description of assumptions and clarifications in the open-book Cost Model for the Project, including production rate assumptions.

E. Cost Model Development

The CMAR Contractor shall develop and provide an open-book, production-based Cost Model for the CMAR Project Team's examination so that assumptions, design, and other Allowances, risk, and approach to the estimate are fully identified, delineated, and understood by the LA DOTD's Project Manager and the CMAR Project Team. The LA DOTD will approve or request further modifications to the Cost Model. The initial Cost Model should be submitted for review and ultimate approval within 14 Calendar Days of the Initial Approach to Cost Workshop

The Cost Model should define the CMAR Contractor's costs related to labor, materials, equipment, subcontractor and supplier quotes, means and methods, production rates, risk, and mobilization in an organized and easily read format. The CMAR Contractor is responsible for determining quantities based on the plans and Specifications at each design milestone. The Cost Model shall be the best

representation of the costs for the Construction Services Scope of Work. The Cost Model shall not include the CMAR Contractor's pre-construction services fee, sums due to the Design Professional, and the cost of land, right-of-way, or other costs that are the responsibility of the LA DOTD. The Cost Model shall not initially include Margin, bonds, or insurance, however, as the first Segment OPC is developed (presumably for the for the CMAR Segment 1), and the Cost Model updated, the LA DOTD and CMAR Contractor shall negotiate Margin, bonds, and insurance for inclusion in the first and all subsequent Segment GMP Proposals.

Deliverable: An initial Cost Model for the LA DOTD's review and approval within 14 Calendar Days of the Initial Approach to Cost Workshop to be used for the duration of the CMAR Contract. Modification and adjustment to the initial Cost Model, as needed, for LA DOTD approval for use on the Project.

F. Segment OPC Development and Updates

OPCs will be developed on a Segment-by-Segment basis, based on the Segments identified during the Project Segment Definition Workshop.

1. 30% Segment OPC

The CMAR Contractor shall submit a Segment OPC at 30% design for each Segment to the CMAR Project Team based on the approved Cost Model, and provide a detailed written report to the CMAR Project Team regarding the impact to the Cost Model based on the CMAR Contractor's review of the relevant Segment's 30% design documents. The LA DOTD will compare the 30% Segment OPC with the estimates prepared by the Design Professional and the ICE. The LA DOTD's Project Manager and the CMAR Contractor shall reconcile any disagreements among the 30% Segment OPC and the Design Professional and ICE estimates to arrive at an agreed upon initial estimate for the construction for the corresponding Segment Construction Services Scope of Work. If the LA DOTD requires revisions to the 30% Segment OPCs, the CMAR Contractor shall provide the requested information in a timely manner.

2. Additional Segment OPCs

After receipt of the LA DOTD's most current documents from each design milestone after 30% design, the CMAR Contractor shall provide an initial Segment OPC for the design milestone and provide a detailed written report to the CMAR Project Team regarding the impact of and changes to the Cost Model based on the CMAR Contractor's review of design documents made available at the design milestone. The LA DOTD will compare the initial Segment OPC with the estimates prepared by the Design Professional and

the ICE. The LA DOTD's Project Manager and the CMAR Contractor shall reconcile any disagreements among the initial Segment OPC and the Design Professional and ICE estimates to arrive at an agreed final Segment OPC for the construction costs based on the corresponding Segment Construction Services Scope of Work through that design milestone. If the LA DOTD requires updates of the Segment OPC, the CMAR Contractor shall provide the requested information in a timely manner.

Each Segment OPC submittal after the 30% Segment OPC shall identify the appropriate Segment (i.e., CMAR Segment 1) and include the design milestone before "OPC" in the title. For example, the second OPC submittal at 60% for CMAR Segment 1 shall be titled "CMAR Segment 1 60% OPC." Each revision of the Segment OPC at each milestone shall be sequentially numbered. For example, the revision of the Segment OPC submittal at 60% for CMAR Segment 1 shall be titled "CMAR Segment 1 60% OPC, Rev. 1." Once the Segment OPC for each milestone is approved by the LA DOTD, the Cost Model shall be updated and kept current as the design progresses throughout pre-construction services until the Segment GMP Proposal. Each approved Segment OPC shall ultimately be the best representation of what the complete functional Segment's construction costs are estimated to be at that design milestone.

The CMAR Contractor shall communicate to the CMAR Project Team any assumptions made in preparing each Segment OPC.

If, at any point, a Segment OPC submitted to the LA DOTD potentially causes the GMP to exceed the specified Project budget for construction services, the CMAR Contractor shall make appropriate recommendations to the LA DOTD's Project Manager on means/methods, materials, scope, and/or other design elements that it believes will reduce the estimated construction costs (without altering the LA DOTD's overall concept).

3. Segment OPC Contents

Each Segment OPC shall include the following, at a minimum:

- a. Mobilization costs;
- b. Unit prices and quantity take-offs using the LA DOTD's standard pay items;
- c. Details of all Allowances and unit price work shown and specified in the detailed design documents; and

d. Schedule to support estimated production.

4. Backup Documentation

Each Segment OPC shall be accompanied by backup documentation that shall include the following:

a. Cost of the Work, including the following:

- i. Unit prices and quantity take-offs using the LA DOTD's standard pay items;
- ii. Details of all Allowances and unit price work;
- iii. Material costs, equipment costs, labor costs, hourly labor rates, and total cost. Labor costs shall include employee benefits, payroll taxes, and other payroll burdens;
- iv. The total cost for any portion of the work to be performed by Subcontractors, including Subcontractor overhead and profit;
- v. Production rates, transportation, and other facilities and services necessary for the proper execution of the construction services, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work;
- vi. All fixed equipment, site improvements, and utilities; and
- vii. Copies of quotations from Subcontractors and suppliers.

b. Other Documents

- i. Memoranda, narratives, CMAR Contractor's reports, and all other information used by the CMAR Contractor to arrive at the price shown in the Segment OPC; and
- ii. A list of all assumptions and clarifications, and a breakdown of all Allowances.

c. Schedule

A Baseline Progress Schedule update that is based on the Segment OPC assumptions and production rates as well the current construction sequencing in the plans.

5. Self-Performance

The self-performance requirement for CMAR Segment 1 is 35%.

For all subsequent Segments, the self-performance requirement shall be developed during pre-construction services and assigned by the LA DOTD for each Segment and shall be included in the Segment GMP Proposal. In no event, however, shall the self-performance requirements for any Segment be less than 30%.

In each Segment GMP Proposal, the CMAR Contractor shall clearly delineate any services to be self-performed in order to meet the assigned self-performance requirement and any services to be subcontracted for the applicable Segment.

In no event on any Segment shall the percentage of the work of any individual Subcontractor exceed the percentage of the work of the CMAR Contractor without the explicit approval of the LA DOTD, in its sole discretion.

6. Indirect Costs

Indirect costs are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under direct costs, except as stated above for work performed by Subcontractors. Indirect costs shall exclude costs accounted for in Home Office Overhead and Jobsite Overhead and bonds and insurance.

7. Mobilization

Mobilization/demobilization of temporary jobsite offices is to be a detailed item, and the CMAR Contractor shall include this under indirect costs. Mobilization/demobilization of construction equipment is to be an individually detailed item for each piece of equipment, all of which is to be included under indirect costs.

8. Allowances

After all direct costs and indirect costs have been estimated and individually quantified, Allowances shall be specifically identified and allocated depending on risks associated with each pay item.

9. Confidentiality

The CMAR Contractor shall designate any information in the Segment OPC it considers to be confidential trade secrets or proprietary. The CMAR Contractor shall clearly mark each page of a Segment OPC that the CMAR Contractor considers confidential trade secrets or proprietary prior to submitting it to the LA DOTD.

Deliverables: The CMAR Contractor shall deliver Segment OPCs at a minimum at the 60% and 90% design milestones for each individual Segment. Each Segment OPC shall be developed in accordance with the requirements for Segment OPCs listed above. For earlier design stages some information may not be available. If so, provide the assumptions and clarifications applied to the Segment OPC.

G. Baseline Progress Schedule Development and Update

The CMAR Contractor shall create and update the Baseline Progress Schedule that demonstrates the construction of each Segment and the Project overall. The Project shall be planned using the Baseline Progress Schedule as described in the Construction Services Contract. The Baseline Progress Schedule shall be used for the coordination of all work activities required to complete each individual Segment and the overall Project.

The LA DOTD's Project Manager and the CMAR Project Team shall review and provide input into the Baseline Progress Schedule. The CMAR Contractor shall update the Baseline Progress Schedule with each Segment OPC and Segment GMP Proposal, which will be included as part of the Construction Services Contract (if awarded) and adhered to by the CMAR Contractor for the duration of the Construction Services Contract. The maximum number of days agreed to by the CMAR Contractor and the LA DOTD for each Segment as well as the overall Project shall be established in the Baseline Progress Schedule as well as the construction sequencing that will establish contract time for the Construction Services Contract.

Deliverable: The Baseline Progress Schedule, prepared (and updated at major milestones) for each Segment and for the Project overall in Primavera P3 or P6 that can produce a CPM network diagram using the precedence diagramming method and other reports and graphics in accordance with Exhibit C – Special Provisions, Special Provision 108, of the Construction Services Contract.

H. Ongoing Segment OPC and Baseline Progress Schedule Workshops

The Segment OPC and Baseline Progress Schedule Workshop(s) are an opportunity for the CMAR Project Team to collaborate on established assumptions, allowances,

risks, and approaches to the estimating and scheduling process. These meetings shall involve in-depth discussions on the Segment OPCs and the differences with the LA DOTD's and the ICE's cost estimates. The basis for the review of the Segment OPCs and LA DOTD's and ICE's cost estimates shall be on an open-book basis, with the goal that the unit prices provided by all parties become aligned, ultimately becoming the basis for the Segment GMP.

The LA DOTD's Project Manager shall schedule the number of Segment OPC and Baseline Progress Schedule Workshops and determine the agenda and content of each workshop (e.g., a Segment OPC-only workshop, a Baseline Progress Schedule-only workshop, or a workshop that includes both elements). The Segment OPC and Baseline Progress Schedule Workshop(s) shall support cost and schedule discussion for the corresponding Segment Construction Services Scope of Work.

The Segment OPC and Baseline Progress Schedule Workshop(s) is either scheduled to coincide with the Project's design milestones (30% design, 60% design, and/or 90% final design) or may occur as needed to address cost and schedule questions that arise during final design.

The LA DOTD will compare the Segment OPC to the LA DOTD's and ICE's estimates to identify items that are not within a satisfactory range as determined by the LA DOTD's Project Manager. Typically, the range is greater than 10% or less than 10% of the LA DOTD's and ICE's estimates. The LA DOTD will restrict access to the Segment OPC and ICE's estimate.

The CMAR Project Team shall attend Segment OPC and Baseline Progress Schedule Workshops in order to discuss assumptions, approach to the Segment OPCs, and allocations associated with unit prices not in agreement. All CMAR Project Team members are responsible for verifying their own quantities and methods of measurement and payment for all Project work items. The objective of the Segment OPC and Baseline Progress Schedule Workshop(s), including the open-book basis of review, is to ensure that the assumptions, contingency, risk, Allowances, and approach to the Segment OPCs are fully identified, addressed, and understood, allowing for identified risks to be properly addressed in the Segment GMP Proposal.

Upon completion of each Segment OPC and Baseline Progress Schedule Workshop, the CMAR Contractor shall resubmit each Segment OPC reflecting its revised pricing resulting from the workshop dialogue. The CMAR Contractor shall address in each Segment OPC update how identified risks are affecting the Segment OPC and any changes that may need to be incorporated as a result of innovative ideas, material, or other design changes.

Where design questions arise that require cost or schedule information that would be useful to assist in determining the best approach to design, the CMAR Project Team may hold informal cost or schedule meetings as needed. These meetings shall be focused on specific elements of the relevant Segment and design options rather than the total Segment cost.

Deliverables: A Segment OPC for each design milestone meeting, including the 30%, 60%, and 90% design milestones, at a minimum. The Segment OPC shall reflect and be consistent with the agreed upon methods and measurements anticipated for each bid item. The LA DOTD will approve the Segment OPC format prior to the first submittal of the first Segment OPC. The Segment OPC shall include all updates as discussed and agreed in each of the Segment OPC and Baseline Progress Schedule Workshops.

A narrative report documenting the summary of indirect costs, margin (home office overhead and profit), and Allowances shall also be provided. The narrative report shall document assumptions and clarifications and/or decisions of costing, including all identified risk that may impact the fluctuations in pricing and a description of Allowances and exclusions. The narrative report shall also describe changes in prices and conditions associated with the changes in prices. A detailed description of all Allowances shall be tracked from each iteration of the Segment OPC to the next and finally to the Segment GMP Proposal.

The Segment OPC update and narrative report shall be submitted to the LA DOTD within 14 Calendar Days of the Segment OPC and Baseline Progress Schedule Workshop.

I. Design Review

The design will be developed on a Segment-by-Segment basis, starting with CMAR Segment 1 and subsequently as the Segments are defined during the Project Segment Definition Workshop. For each Segment, the CMAR Contractor shall advise, participate in meetings, assist, provide written documentation, and complete the tasks and work products as requested by the LA DOTD relative to the following:

1. Design and Schedule Related Activities
 - a. Coordinate Design Professional-CMAR Contractor Schedules

During the design process, the CMAR Contractor shall assist the Design Professional and the LA DOTD to prioritize the development of key design components to help ensure that key design decisions affecting constructability, cost, and schedule are addressed in a timely manner.

b. Conduct Segment Design and Constructability Reviews

During the design process for each Segment, the CMAR Contractor shall assist the Design Professional through constructability reviews. The CMAR Contractor shall suggest possible alternatives that could reduce costs, improve Segment and overall Project quality, reduce risk, and/or shorten the schedule. The CMAR Contractor shall advise on likely construction sequencing approaches as well.

At specified milestones during 30% design and approximately 60% and 90% percent final design for each Segment, formalized constructability reviews will occur. The CMAR Project Team shall review and discuss potential issues and approaches and will make recommendations to the LA DOTD's Project Manager for LA DOTD review and approval. This process will lead to agreement by the LA DOTD and CMAR Contractor on the construction sequencing of the Segment.

The CMAR Contractor shall assess the feasibility and practicality of any proposed means and methods; selected materials, equipment, construction sequencing suggestions, and labor; material availability; site improvements; earthwork and foundation considerations; coordination of the drawings and specifications; and verification of quantities for each Segment. The CMAR Contractor shall review the Segment Construction Documents, including the plans and Specifications, and offer redline comments to improve the plans for constructability, clarify ambiguities, and provide consistency with the CMAR Contractor's proposed means and methods.

Deliverables: Follow up action items and deliverables as assigned by the LA DOTD's Project Manager. Segment design and constructability reviews and suggestions related to construction sequencing. Design and constructability review deliverables should be in the form of redline drawing markups with a narrative as needed. Attendance at design and constructability review meeting to discuss comments.

c. Segment Final Design Review Meeting

Near the end of each Segment's final design, the CMAR Contractor shall review the Segment Construction Documents, including the plans and Specifications, to confirm that the plans and

Specifications incorporate/address previous comments and form the basis to develop the Segment GMP Proposal. The CMAR Contractor shall offer final redline comments to improve the plans for constructability, clarify ambiguities, and provide consistency with the CMAR Contractor's proposed means and methods. Upon completion of this review and resolution of any final comments the resultant Segment Construction Documents become the basis for the Segment GMP Proposal.

Deliverables: Segment final design and constructability reviews and suggestions related to construction sequencing. Design and constructability review deliverables shall be in the form of redline drawing markups with a narrative as needed. Attendance at design and constructability review meetings to discuss comments. Final quantities, construction sequencing, and constructability shall be agreed upon at the Final Design Review Meeting for use in the Segment GMP Proposal and construction follow up action items and deliverables as discussed at the meeting.

2. Segment Design and Constructability Review Response Period

The CMAR Contractor shall conform to the following Segment design and constructability review periods, unless otherwise indicated by the LA DOTD's Project Manager:

- a. Plan Sets: Not to exceed 14 Calendar Days.
- b. Documents ten pages or less: Not to exceed 48 hours.
- c. Documents in excess of ten pages: Not to exceed seven Calendar Days.
- d. Meeting minutes: Not to exceed 24 hours.

J. Risk, Opportunity, and Innovation Workshop

The Risk, Opportunity, and Innovation Workshop centers on identifying, defining, and documenting Project-specific and Segment-specific risk, opportunity, and/or innovation, as well as assessing the following:

1. Probability of occurrence;
2. Potential mitigation or implementation strategies;
3. Magnitude of cost and quantity impacts; and

4. Schedule impacts.

All CMAR Project Team members shall discuss and collaborate on the Project-specific and Segment-specific risks, potential innovations, and mitigation strategies to determine the best approach for each Segment and the overall Project. The number of workshops needed will be determined by the LA DOTD's Project Manager in consultation with the CMAR Project Team members.

Following the initial Risk, Opportunity, and Innovation Workshop, the LA DOTD's Project Manager will prepare the Project risk register, categorized into overall Project risks as well as Segment-by-Segment risks. The risk register is a tool used to identify, assess, mitigate, and monitor Project and Segment risks. The risk register includes a matrix that identifies each risk; its risk level, cost impact, schedule impact, and responsible party; approaches to minimize risk; and results of the risk mitigation. The risk register is continually reviewed by the CMAR Project Team and updated by the LA DOTD's Project Manager throughout the Pre-Construction Services Phase to assist with key decisions on design development, risk, and Segment and overall Project costs.

Deliverable: Participation in initial and follow up Risk, Opportunity, and Innovations Workshops. Risk information and ideas to mitigate the cost and time of each. Ongoing identification of Segment and overall Project risk and potential options for mitigation. Follow up action items and deliverables as assigned by the LA DOTD's Project Manager.

K. Risk Identification and Management

The CMAR Contractor shall identify, quantify, document, and implement Segment and overall Project construction risks and risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into the Segment and overall Project risk register. The risk register will be maintained by the LA DOTD's Project Manager. The CMAR Contractor shall participate in the preparation, modifications, and maintenance of the Segment and overall Project risk register and the CMAR Contractor shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Deliverable: Written documentation for the risk register specifying the associated value, savings, and cost of risk avoidance, reduction, and mitigation strategies during each Segment design milestone meeting, at a minimum. A report that summarizes the decisions for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship to the appropriate Segment GMP Proposal.

L. Innovation Evaluation

The CMAR Contractor shall propose Segment and overall Project innovations throughout the Pre-Construction Services Phase. The CMAR Contractor shall develop criteria to evaluate innovation suggestions to demonstrate if the suggestion will offer the most value in terms of cost, schedule, and quality. The CMAR Contractor shall provide estimates of the value of the innovation (in terms of cost, savings, risk reduction/mitigation, and schedule impact), and prioritize the innovations for the LA DOTD's Project Manager and the CMAR Project Team to consider for inclusion into the appropriate Segment's final design and Segment Construction Documents. The LA DOTD, at its sole discretion, will determine what innovations are incorporated into the Project.

Deliverable: Written innovations and evaluation criteria and evaluation results for all suggested innovations to be discussed throughout design during each design milestone meeting.

For each Segment, a report that summarizes both the innovations considered and the innovations implemented, to be submitted with the Segment GMP Proposal.

M. Development of Segment Subcontracting Plan

The CMAR Contractor shall develop a subcontracting plan for each Segment in accordance with all applicable LA DOTD requirements.

The CMAR Contractor shall identify work that the CMAR Contractor proposes to self-perform (which must be no less than self-performance percentage of the construction services assigned by the LA DOTD for each Segment, measured on a dollar value basis) and shall identify any known Subcontractors. The CMAR Contractor shall submit a narrative report that describes how the mix of self-performed and subcontracted work ensures that the overall division of work and pricing will be most advantageous to the LA DOTD.

The list of intended Subcontractors and material suppliers must be included as part of each Segment GMP Proposal. If the Construction Services Contract is awarded, the CMAR Contractor 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 and material suppliers. The information submitted shall include the items of work and cost. The CMAR Contractor shall submit LA DOTD Form OMF-1A (CMAR) (Request to Sublet) and have it approved by the LA DOTD before any subcontract work is done during this Pre-Construction Services Agreement.

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The quotes supplied by potential Subcontractors for each Segment shall be included in the corresponding Segment GMP Proposal. The following highlights the subcontracting plan requirements for inclusion in each Segment GMP Proposal:

1. All subcontracts, once finalized, must be in writing and must contain all applicable provisions of the Construction Services Contract 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.
2. The CMAR Contractor 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 14 Calendar Days of the LA DOTD’s request for a subcontract. No Subcontractor shall work on this Project while on the LA DOTD’s disqualified contractors’ list or while debarred by the LA DOTD, State of Louisiana or any other state, or the federal government.
3. The intent of the LA DOTD’s subcontracting requirements shall not be circumvented by the CMAR Contractor by placing a Subcontractor’s employees directly on the CMAR Contractor’s payroll. If a person or group of people generally operated as an independent contractor, the LA DOTD will treat them as Subcontractors for purposes of the subcontracting plan.
4. The CMAR Contractor’s and its Surety’s liability under the Construction Services Contract and the bonds will not be waived or in any way diminished by subcontracting or other assignment of interest under the Construction Services Contract.

Deliverable: A subcontracting plan for each Segment, and updates of the subcontracting plan, as of the Segment final design milestone and an approved final Segment subcontracting plan prior to submission of the Segment GMP Proposal, including all documentation necessary to support adherence to the LA DOTD’s requirements. Each Segment subcontracting plan shall be submitted with the corresponding Segment GMP Proposal. If the LA DOTD elects to utilize early works or long-lead packages, a subcontracting plan shall be submitted and approved prior to submittal of a GMP Proposal related thereto.

N. Development of Disadvantaged Business Enterprise Performance Plans

The LA DOTD’s Disadvantaged Business Enterprise (DBE) program encourages the formation and growth of DBEs by providing an equal opportunity for these firms to compete for and participate in the CMAR process. DBE goals are typically

incorporated into standard projects and may be required on projects that utilize federal funds.

This Project is a DBE goal project. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Management at Risk Contracts contained in Exhibit D, the DBE goal for approved subcontracting work for pre-construction services is 7% of the Pre-Construction Services Price. The CMAR Contractor shall submit LA DOTD Form OMF-1A (CMAR) (Request to Sublet) and have it approved by the LA DOTD before any subcontract work is done during this Pre-Construction Services Agreement. 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 49 C.F.R. Part 26.

As part of the Pre-Construction Services Phase, the CMAR Contractor shall prepare and implement a Construction Services Disadvantaged Business Enterprise Outreach and Utilization Plan (the “DBE Outreach and Utilization Plan”) that identifies actions it will undertake to accomplish the following:

1. Compiling and maintaining documentation of DBE participation evidencing the CMAR Contractor’s achievement of the assigned construction services DBE participation goals by Segment;
2. Expanding of the pool of DBEs eligible to participate in the Project (i.e., nationwide identification/recruitment of out-of-state DBEs, resource sharing, bonding, mentoring, coordination with small business development centers, and other traditional or non-traditional efforts);
3. Packaging work into subcontracting opportunities designed to encourage the participation of DBEs;
4. Outreach and recruiting to ensure that currently identified and newly registered DBEs have sufficient information about subcontracting opportunities on this Project, including, adequate, accurate, and timely communication of information regarding those subcontracting opportunities; and
5. Monitoring, mentoring, and supporting DBEs during performance of their work.

The LA DOTD’s annual agency-wide DBE goal for Fiscal Years (FY) 2020 to 2022 is 15.0%. It is the strong position of the LA DOTD, and the CMAR Contractor specifically acknowledges, that this Project affords opportunities for DBEs that

could well exceed the annual goal during construction services. The CMAR Contractor should note that if the LA DOTD's annual goal increases prior to finalization of a Segment GMP, then the annual goal as determined at the time of the development of the applicable Segment will be the applicable annual goal.

The DBE goal for the construction services for each Segment approved to be performed under the Construction Services Contract will be determined at or before 60% design for each Segment as that Segment advances through pre-construction services. The CMAR Contractor will be required to submit updated DBE forms and information demonstrating that it has met the assigned goal, or has conducted good faith efforts (GFE) to do so, with the corresponding Segment GMP Proposal.

For each Segment, the CMAR Contractor shall prepare a DBE performance plan that addresses the manner in which the CMAR Contractor shall seek to meet that Segment's DBE goal, as well as address monitoring and reporting requirements. Each Segment's DBE performance plan shall be subject to the approval of the LA DOTD, in its sole discretion.

As part of each Segment GMP Proposal, the CMAR Contractor shall develop a Form CS6AAA indicating how it will meet the corresponding Segment's DBE goal. The CMAR Contractor shall submit the Form CS6AAA with the Segment GMP Proposal.

Deliverables: A DBE Outreach and Utilization Plan within 14 Calendar Days of NTP for approval, with updates performed periodically during the life of the Pre-Construction Services Agreement. Implementation of the DBE Outreach and Utilization Plan.

A Segment DBE performance plan no later than the 90% final design milestone for each Segment, and updates to the Segment DBE performance plan at the each Segment's final design milestone. Form CS6AAA at submittal of the Segment GMP Proposal. If the LA DOTD elects to utilize early works or long-lead packages, a DBE performance plan shall be submitted and approved prior to submittal of a GMP Proposal related thereto.

O. Public Outreach and Communication

For the duration of the Pre-Construction Services Phase, the CMAR Contractor shall participate in public outreach and communication related to the Project. The Design Professional will lead the Project's public outreach and communications, with assistance from the LA DOTD and CMAR Contractor. The CMAR Contractor shall assist with development and implementation of a public outreach campaign, intended to improve public awareness and understanding of, as well as

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stakeholder coordination on, the Project. The CMAR Contractor's assistance shall include, but not be limited to, the following:

1. Participation in public meetings and/or open house meetings to facilitate discussions related to Project construction;
2. Participation in meetings along with key elected officials, the general public, representatives of civic organizations, businesses, and special interest groups along the Project corridor (individually or in groups), for the purpose of building rapport with affected stakeholders; and
3. Development of follow-up reports, responses, or comments after public meetings/open houses and stakeholder meetings.

The CMAR Contractor, in consultation with the LA DOTD, shall develop and utilize a Public Outreach and Communications Plan (POCP) for each Segment (the "Segment POCP") to inform, educate, and engage stakeholders throughout every stage of the Project. Each Segment POCP shall include, but will not be limited to, the following:

- a. A detailed work plan for the public outreach and communication related to the applicable Segment, including a general timeline listing public information activities for the Segment and for the Project overall, indicating the level of involvement of the CMAR Contractor and the LA DOTD;
- b. Key issues anticipated to be addressed on the applicable Segment as well as through the life of the Project;
- c. Identified stakeholders and specific plans to respond to their concerns and needs in all respects to the applicable Segment and the Project overall;
- d. How the public will be notified of construction, traffic detours, and potential impacts;
- e. Specific outreach and engagement activities and the frequency of those activities;
- f. Communication tools and modes;
- g. Protocols and points of contact for traffic advisories, emergency events, open records requests, environmental-related communications and communications with elected officials and the media;

- h. The process for measuring the effectiveness of the Segment POCP, and for revising the Segment POCP as necessary to address new communications issues as they arise;
- i. The process for documenting all communications;
- j. A mailing list, which shall be maintained and updated by the CMAR Contractor. The LA DOTD will provide initial contacts to the CMAR Contractor for development of the mailing list for each Segment; and
- k. An Emergency and Event Communications Plan that includes guidelines for communications protocol, roles and responsibilities, specific activities, and timelines for adherence in emergency situations and during events.

The CMAR Contractor shall submit an initial draft of the Segment POCP at the 90% design phase, and shall supplement the Segment POCP as directed by the LA DOTD.

Deliverables: Attendance and participation in public meetings and open houses and stakeholder meetings and assistance with development of follow-up reports, responses, or comments, as requested by the LA DOTD's Project Manager.

A Segment POCP no later than the 90% final design milestone for each Segment, and submission of an updated Segment POCP with the Segment GMP Proposal. If the LA DOTD elects to utilize early works or long-lead packages, a POCP shall be submitted and approved prior to submittal of a GMP Proposal related thereto

P. Segment GMP Proposal Development

At the time that the LA DOTD determines that the design of a Segment has been finalized to a level sufficient to determine the provable cost of the Segment, and provided that the other conditions set forth in the Pre-Construction Services Agreement have been satisfied, as determined by the LA DOTD, the CMAR Contractor shall prepare and submit a Segment GMP Proposal. The Segment GMP Proposal shall guarantee the prices submitted by the CMAR Contractor to complete all Segment work within the maximum days agreed to in the Baseline Progress Schedule for that Segment. Whether these prices include some or all of lump sum items, unit-based items, quantity-based items, and/or Allowances, the individual prices are guaranteed in accordance with the requirements of the Segment Construction Documents and the Construction Services Contract. A Segment GMP includes all costs related to labor, equipment, material, Margin, bonds, and insurance.

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Each Segment GMP Proposal shall be developed and evaluated in accordance with the following process:

1. The LA DOTD will produce Segment Construction Documents with the input of the CMAR Contractor.
2. The LA DOTD will evaluate the Segment Construction Documents for DBE participation opportunities. The CMAR Contractor shall submit commitments from DBEs sufficient to meet the DBE goal for the corresponding Segment or demonstrate good faith efforts to meet the DBE goal, each as required by this Pre-Construction Services Agreement and in form and substance satisfactory to the LA DOTD, in its sole discretion. The LA DOTD's process must be followed to approve the DBEs prior to approval of the Segment GMP Proposal.
3. The CMAR Contractor shall submit with its Segment GMP Proposal a subcontracting plan that has been approved by the LA DOTD. Solicitations for Subcontractors and award of subcontracts shall be in accordance with all LA DOTD guidelines and procedures. Concurrently with its Segment GMP Proposal, the CMAR Contractor shall provide a list of any known Subcontractors and suppliers with the applicable quotes and purchase orders that were used in the development of the Segment GMP.
4. No Segment GMP Proposal will be approved by the LA DOTD until (a) the LA DOTD has approved the CMAR Contractor's Segment subcontracting plan; and (b) the LA DOTD has approved the CMAR Contractor's Segment DBE performance plan.
5. The Construction Services Contract shall only be awarded to the CMAR Contractor upon approval by the LA DOTD of the Segment GMP Proposal for CMAR Segment 1. The Segment GMP Proposal for CMAR Segment 1, including all back-up documentation, shall be incorporated into the Construction Services Contract.
6. If and when each additional Segment GMP Proposal is approved by the LA DOTD, that Segment GMP Proposal, including all back-up documentation, shall be incorporated into the Construction Services Contract.
7. The LA DOTD and the CMAR Contractor shall agree upon the definition of the Project Segments, pursuant to the Project Segment Definition Workshop, and construction sequencing related to each Segment.
8. The LA DOTD and the CMAR Contractor shall agree upon each Segment's constructability.

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9. The LA DOTD and the CMAR Contractor shall agree upon the Baseline Progress Schedule and maximum number of days until Final Acceptance of each Segment, as well as the total days until completion of the Project.
10. The payment of each Segment GMP shall be in accordance with the LA DOTD's pay items, as found in the Specifications, and which may include quantity-based items, unit-priced based items, lump sum items, and Allowances.
11. The LA DOTD will have an independent cost estimate prepared. Upon receipt of each Segment GMP Proposal the LA DOTD will determine the acceptability of the Segment GMP, in its sole discretion. In assessing the Segment GMP, the LA DOTD may compare the Segment GMP to some or all of the following:
 - a. The Design Professional's corresponding estimate, and
 - b. The ICE's corresponding estimate.
12. The LA DOTD is under no obligation to accept any Segment GMP Proposal, even if it compares favorably to the foregoing data, averages, and estimates.
13. If the Segment GMP is not acceptable, the LA DOTD may enter into a negotiation process with the CMAR Contractor to discuss issues of risk assignment, the Segment Construction Services Scope of Work, unit prices, quantities, key assumptions, and/or any other issues to identify factors contributing to the cost differences.
14. Following the successful resolution of the risk (and other) issues associated with differences among the Segment GMP Proposal and the corresponding Design Professional and ICE estimates, the LA DOTD, in its sole discretion, may ask the CMAR Contractor to submit an updated Segment GMP Proposal. In the case of the Segment GMP Proposal for CMAR Segment 1, if the updated Segment GMP Proposal is not acceptable to the LA DOTD, the LA DOTD reserves the right, in its sole discretion, to not award the Construction Services Contract to the CMAR Contractor. If an updated Segment GMP Proposal for any Segments subsequent to CMAR Segment 1 is not acceptable to the LA DOTD, the LA DOTD reserves the right, in its sole discretion, to not approve that Segment GMP Proposal and to put out the remainder of the Project (i.e., all remaining Segments or potential Segments) to bid as one or more traditional design-bid-build contracts. The CMAR Contractor acknowledges that it will be precluded from bidding on

the design-bid-build contract(s) for any remaining Segments or potential Segments of the Project..

15. If the Construction Services Contract is not awarded to the CMAR Contractor, or if the LA DOTD does not approve any Segment GMP Proposal, the CMAR Contractor is not excused from completion of the services required under this Pre-Construction Services Agreement, if such services have not been fully performed.
16. If the Segment GMP Proposal for CMAR Segment 1 is approved by the LA DOTD and proper bonding and insurances are provided for CMAR Segment 1, the LA DOTD may award the Construction Services Contract to the CMAR Contractor and incorporate CMAR Segment 1 into the Construction Services Contract.
17. For each Segment subsequent to CMAR Segment 1, if a Segment GMP Proposal is approved by the LA DOTD and proper bonding and insurances are provided for that Segment, the LA DOTD may incorporate that Segment into the Construction Services Contract.
18. The CMAR Contractor shall designate any information in the Segment GMP Proposal it considers to be confidential trade secrets or proprietary. The CMAR Contractor shall clearly mark each page of documentation that the CMAR Contractor considers confidential trade secrets or proprietary prior to submitting it to the LA DOTD.

Deliverable: Each Segment GMP Proposal (and, if necessary, updated Segment GMP Proposals) in accordance with the requirements delineated herein, and utilizing the Cost Model along with a narrative report documenting critical assumptions and/or decisions relevant to the pricing, including the same backup documentation listed for the Segment OPCs.

IV. Segment OPC and Segment GMP Proposal Format

Each Segment OPC submittal and each Segment GMP Proposal shall be bound on 8 ½ inch by 11 inch paper and appropriately entitled, depending on the submittal stage. In addition to the original bound copy, the CMAR Contractor shall include an electronic copy of each Segment OPC submittal and each Segment GMP Proposal on a USB drive. Each Segment OPC submittal and each Segment GMP Proposal shall be formatted as follows:

- A. Submittal number, including revision number;
- B. Date of submittal;

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- C. Segment number;
- D. Project name;
- E. State Project No.; and
- F. Numbered pages within each tab.

In addition, each Segment OPC submittal and each Segment GMP Proposal shall be organized in the order described below:

1. TABLE OF CONTENTS;
2. TITLE PAGE

Segment number, name of the Project, State Project No., parish, date of submittal, and title of submittal.

3. TAB 1 – Segment Guaranteed Maximum Price Proposal Package (to be included with the Segment GMP Proposal only)

In the form provided in Exhibit C, the cost amounts shall be completed and the form signed, attested, and dated. Each line item cost on Exhibit C must exactly match the corresponding cost summary shown on the TAB 6 Cost Breakdown.

4. TAB 2 – Executive Summary

The CMAR Contractor shall provide a brief Project summary overviewing the overall Project, as well as a brief Segment summary overviewing the Segment Construction Services Scope of Work, appropriate for the Segment OPC design stage or Segment GMP Proposal. The CMAR Contractor shall include the description of the Segment and general approach to construction including any special equipment needs or materials. The CMAR Contractor shall summarize any key interactions with existing facilities, unusual site conditions, utility issues, or conditions affected by third parties (i.e., ROW issues). The CMAR Contractor shall state the anticipated Notice to Proceed date and final acceptance date for the Segment. Any amended services or scope changes included in the Segment OPC or Segment GMP Proposal that differ from the review set of plans and Specifications for the corresponding design milestone shall be specifically highlighted.

5. TAB 3 – Segment Project Team

The CMAR contractor shall list its personnel, including Key Personnel, in graphic and written form, for the Segment including names, titles, job responsibilities, and contact information and identify any known Subcontractors.

6. TAB 4 – List of Documents

Each Segment OPC submittal and Segment GMP Proposal shall include the following indices:

- a. Drawings Index: Drawings shall be organized by listing each sheet number, sheet title, and current revision date.
- b. Specification Index: A detailed listing of each Specification section required by the LA DOTD shall be provided. Specifications shall be organized by the LA DOTD's Plan Manual format listing each Specification section number, title, and current revision date. Any additional Special Provisions and/or Supplemental Specifications needed for construction shall be identified on this list and called out separately.
- c. Segment Construction Documents (for the Segment GMP Proposal only): Signed, sealed, and dated plans, Specifications, and other documents related to construction upon which the Segment GMP Proposal is based and acknowledgment on the face of each document that it is the document upon which the CMAR Contractor based its Segment GMP Proposal.

7. TAB 5 – Assumptions, Exclusions, and Substitutions

Each Segment OPC submittal and the Segment GMP Proposal shall include the following information:

- a. Assumptions: A summary of all assumptions and clarifications organized by drawing sheet number or by Specification sections in accordance with TAB 4.
- b. Exclusions: A summary of exclusions organized by drawing sheet number or by Specification sections in accordance with TAB 4.
- c. Substitutions: A summary of substitutions to materials or systems described by drawing sheet number or by Specifications sections in accordance with TAB 4.

8. TAB 6 – Segment Cost Breakdown

An estimated construction cost breakdown for the Segment using the approved Cost Model, including quantities and standard unit prices. The estimated construction cost breakdown shall include Allowances. The CMAR Contractor shall provide a breakdown for all allowable indirect costs by unit cost and duration.

9. TAB 7 - Innovative Cost and Time Savings Recommendations

All Project-wide and Segment-specific innovative cost and time savings recommendations proposed to date shall be listed, along with indication whether the recommendation was accepted by the LA DOTD and included in the Segment OPC submittal or the Segment GMP Proposal and the date of acceptance. Each proposed innovative cost and time savings recommendation shall state the price and whether the price is valid for a limited time period.

10. TAB 8 – Baseline Progress Schedule

The Baseline Progress Schedule shall be formatted in accordance with Exhibit C – Special Provisions, Special Provision 108, of the Construction Services Contract. The Baseline Progress Schedule must reflect the production rates, construction sequencing, and any logic used in the calculation of the Segment OPC or Segment GMP. The Baseline Progress Schedule shall include both Segment-specific milestones, as well as overall Project milestones.

11. TAB 9 – Subcontract and Material Quotes and Documentation

The CMAR Contractor shall provide copies of written quotes from Subcontractors and suppliers or further documentation as backup for the prices submitted in each Segment OPC submittal and Segment GMP Proposal.

12. TAB 10 – DBEs (to be included with the Segment GMP Proposal only)

Approved Forms CS6AAA for the corresponding Segment shall be provided.

13. TAB 11 – Responses to Review Comments (to be included with any Segment OPC or Segment GMP Proposal revisions only)

If a Segment OPC or Segment GMP Proposal is revised and resubmitted, all review comments provided by the LA DOTD regarding the initial

Segment OPC submittal or Segment GMP Proposal shall be provided. For each revision/resubmittal, the CMAR Contractor shall provide a written response below each comment. A revision/resubmittal submitted without responses to the review comments will be returned by the LA DOTD. Any proposed deviations from the plans or Specifications shall be approved in writing by the LA DOTD.

14. TAB 12 – Segment OPC/Segment GMP Proposal Reconciliation

A summary spreadsheet that compares the amounts in the current Segment OPC submittal or the Segment GMP Proposal to the previous reconciled Segment OPC submittal shall be included. This spreadsheet shall show all activities being competed with their individual and their aggregate comparison to the previous reconciled Segment OPC submittal.

15. TAB 13 – Overall Project Cost Tabulation

A summary spreadsheet that tabulates the Guaranteed Maximum Price (“GMP”), which shall be the sum total of each Segment GMP, as based on each Segment’s most current Segment OPC or, for Segments with approved Segment GMP Proposals, each Segment GMP.

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Exhibit C – Segment Guaranteed Maximum Price Proposal Cover Template

The CMAR Contractor hereby submits to the Louisiana Department of Transportation and Development (“LA DOTD”) this Segment Guaranteed Maximum Price Proposal (“GMP Proposal”) for the Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk Project (the “Project”), State Project No. H.004100, in East Baton Rouge Parish based on the plans and Specifications developed for [insert appropriate Segment]. The Segment GMP included in this Segment GMP Proposal is \$[], inclusive of all direct costs, indirect costs, Margin, and bonds and insurance.

In addition, the Segment GMP includes the Margin for this Project: []%.

The Segment GMP, if agreed upon with the LA DOTD, shall be the GMP for the Segment, if approved by the LA DOTD, which the CMAR Contractor hereby guarantees to the LA DOTD with [] maximum days to Segment final acceptance.

The construction sequencing in the associated Segment Construction Documents dated [] is agreed upon as constructible at or below Segment GMP and at or before the maximum number of days represented in this Segment GMP Proposal.

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

**CONSTRUCTION MANAGEMENT AT
RISK CONTRACTOR**

Signature:

Signature:

Title

Title

Date

Date

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Exhibit D – DBE Participation in Federal Aid Construction Management at Risk Contracts

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REQUIRED CONTRACT PROVISIONS FOR DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION MANAGEMENT AT RISK CONTRACTS (DBE GOAL PROJECT)

A. AUTHORITY AND DIRECTIVE: The Code of Federal Regulations, Title 49, Part 26 (49 C.F.R. Part 26) as amended and the Louisiana Department of Transportation and Development's (LA DOTD) Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference into this Pre-Construction Services Agreement. 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 LA 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 C.F.R. Part 26. The LA DOTD shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE Program, as required by 49 C.F.R. Part 26 and as approved by US DOT, is incorporated by reference in this Pre-Construction Services Agreement. Implementation of the DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Pre-Construction Services Agreement. Upon notification of failure to carry out the approved DBE Program, the US DOT may impose sanctions as provided for under 49 C.F.R. 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 CMAR Contractor or any subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Pre-Construction Services Agreement. The CMAR Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of US DOT assisted contracts. Failure by the CMAR Contractor to carry out these requirements is a material breach of this Pre-Construction Services Agreement, which may result in the termination of this Pre-Construction Services Agreement or such other remedy as the LA DOTD deems appropriate.

The preceding policy and DBE obligation shall apply to this Pre-Construction Services Agreement and shall be included in the requirements of any subcontract. Failure to carry out the requirements

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set forth therein shall constitute a breach of contract and, after notification by the LA DOTD, may result in termination of the Pre-Construction Services Agreement, a deduction from the contract funds due or to become due the CMAR Contractor, or other such remedy as the LA DOTD deems appropriate. The CMAR Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by 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 CMAR Contractor 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 the LA DOTD may result in action taken by the LA 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 the LA DOTD) to meet established goals; and failure to realize the DBE participation set forth on approved Form CS-6AAA (CMAR) and attachments. The utilization of DBEs is in addition to all other equal opportunity requirements of the Pre-Construction Services Agreement. The CMAR Contractor shall include the provisions in Sections B, C, and D of this Exhibit D in subcontracts so that such provisions will be binding upon each Subcontractor, regular dealer, manufacturer, consultant, or service agency.

E. ELIGIBILITY OF DBE: The LA DOTD maintains a current list containing the names of firms that have been certified as eligible to participate as DBEs 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 DBEs 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 CMAR Contractor and Subcontractors for the work or portions of work being sublet as reflected on Form CS-6AAA (CMAR) and attachments, in accordance with the LA DOTD DBE Program, and the following criteria.

- (1) Credit will only be given for use of DBEs that are certified by the Louisiana Unified Certification Program. Certification of DBEs by other agencies is not recognized.
- (2) The total value of subcontracts awarded for services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. The CMAR Contractor is responsible for ensuring that the goal is met using DBEs that perform a commercially useful function.

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The CMAR Contractor shall operate in a manner consistent with the guidelines set forth in the LA 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 C.F.R. Part 26 as amended, and the LA DOTD DBE Program, and when the DBE receives due compensation as agreed upon for the work performed. To determine whether a DBE is performing a commercially useful function, the LA DOTD shall evaluate the work subcontracted in accordance with the LA DOTD DBE Program, industry practices, and other relevant factors. When an arrangement between the CMAR Contractor 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 CMAR Contractor will not receive credit toward the goal.

(3) A DBE CMAR Contractor may count only the contract amount toward DBE participation for work it actually performs and for which it is paid. Any subcontract amounts awarded to a certified DBE by a DBE prime will also be credited toward DBE participation provided the DBE Subcontractor performs a commercially useful function.

(4) A CMAR Contractor may count toward the DBE goal 100% 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 an LA DOTD certified DBE supplier. No credit will be counted unless the DBE trucker is an approved Subcontractor.

(5) A CMAR Contractor 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 LA 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.

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f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

(6) A CMAR Contractor 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 of materials and supplies.

The CMAR Contractor may count 100% 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 CMAR Contractor.

b. The CMAR Contractor may count 60% 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 the LA DOTD.

c. A DBE may not assign or lease portions of its supply, manufactured product, or service agreement without the written approval of the LA DOTD.

(7) A CMAR Contractor 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 Pre-Construction Services Agreement.

(8) The CMAR Contractor will not receive credit if the CMAR Contractor makes direct payment to the material supplier. However, it may be permissible for a material supplier to invoice the CMAR Contractor and DBE jointly and be paid by the CMAR Contractor making remittance to the DBE firm and material supplier jointly. Prior approval by the LA DOTD is required.

(9) The CMAR Contractor will not receive credit toward the DBE goal for any subcontracting arrangement contrived to artificially inflate the DBE participation.

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G. DOCUMENTATION AND PROCEDURE: This Project has specific DBE goal requirements set forth in the Pre-Construction Services Agreement. The CMAR Contractor hereby certifies the following:

- (1) The goal for DBE participation prescribed in the Pre-Construction Services Agreement shall be met or exceeded and arrangements will be made with certified DBEs or good faith efforts made to meet the goal will be demonstrated.
- (2) Affirmative actions have been taken to seek out and consider DBEs as potential Subcontractors. The CMAR Contractor shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain, on file, proper documentation to substantiate their good faith efforts
- (3) Form CS-6AAA (CMAR) and "Attachment to Form CS-6AAA (CMAR)" shall be submitted by the CMAR Contractor at least 45 days prior to the work being performed by each DBE performing work under the Pre-Construction Services Agreement. 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 (CMAR) and attachments are approved, an E-mail will be sent back to the CMAR Contractor to obtain the required signatures. After signatures are obtained, the original forms must then be received by the LA 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 CMAR Contractor 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 CMAR Contractor'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 (CMAR) and attachments. An extension of time for submittal of Form CS-6AAA (CMAR) and attachments will not be granted. Questionable technical points will be cleared with the LA DOTD Compliance Programs Office within the time period

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allowed. If the documentation required is not provided in the time and manner specified, the LA DOTD will take the actions specified in Heading (6) below.

(4) If the CMAR Contractor 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 (CMAR). Form CS-6AAA (CMAR) and attachments shall be completed and submitted in accordance with Heading (3) above. Form CS-6AAA (CMAR) shall indicate the DBE participation which has been secured along with documentation of good faith efforts. The CMAR Contractor 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 CMAR Contractor feels is relevant.

(5) Form CS-6AAA (CMAR) and attachments, and documentation of good faith efforts, when appropriate, will be reviewed by the LA DOTD. The information provided shall be accurate and complete.

(6) Unless good faith efforts is established, a CMAR Contractor's failure, neglect, or refusal to submit Form CS-6AAA (CMAR) 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 the LA DOTD, may result in termination of the Pre-Construction Services Agreement, a deduction from the contract amount due or to become due the CMAR Contractor, or other such remedy as the LA DOTD deems appropriate. The LA DOTD DBE Oversight Committee will review the CMAR Contractor's reasons for not meeting these DBE provisions and make a determination.

(7) The CMAR Contractor has the right to appeal the LA DOTD's findings and rulings to the LA DOTD Chief Engineer. The CMAR Contractor may present information to clarify the previously submitted documentation. The decision rendered by the LA DOTD Chief Engineer will be administratively final. There shall be no appeal to the US DOT.

H. POST AWARD COMPLIANCE

(1) If the Pre-Construction Services Agreement is awarded and subsequently executed, such award and execution will not relieve the CMAR Contractor of the responsibility to continue exerting good faith efforts. The CMAR Contractor shall submit documentation of good faith efforts <http://www.dotd.la.gov/administration/compliance/cs6aaa/home.aspx> with requests to subcontract prior to approval of subcontracting work being performed on the Project.

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- (2) The CMAR Contractor shall establish a program which will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The CMAR Contractor shall also designate and make known to the LA DOTD a liaison officer who will be responsible for the administration of the CMAR Contractor's DBE program.
- (3) The CMAR Contractor shall enter into subcontracts or written agreements with the DBE identified on Form CS-6AAA (CMAR) and attachments for the kind and amount of work specified. The subcontracting requirements of the Pre-Construction Services Agreement will apply. The CMAR Contractor shall submit copies of subcontracts or agreements with DBE to the LA DOTD upon request.
- (4) The CMAR Contractor 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 CMAR Contractor shall provide evidence demonstrating how the goal will be met.
- (6) If the CMAR Contractor is unable to demonstrate to the LA 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 LA DOTD may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
- (7) When the LA DOTD has reason to believe the CMAR Contractor, 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 LA DOTD will conduct an investigation of such activities with the cooperation of the parties involved. If the LA DOTD finds that any person or entity is not in compliance, the LA 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 LA 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 LA DOTD reserves the right to initiate action against the CMAR Contractor which may include, but not be limited to, terminating the Pre-Construction Services Agreement, withholding payment equal to the shortfall amount until corrective action is taken, or other action the LA DOTD deems appropriate. The CMAR Contractor has the right to appeal the LA DOTD's finding and

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rulings to the LA DOTD Chief Engineer. The decision rendered by the LA DOTD Chief Engineer will be administratively final.

The CMAR Contractor 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 LA DOTD Chief Engineer will be administratively final.

(8) To ensure that the obligations under subcontracts awarded to Subcontractors are met, the LA DOTD will review the CMAR Contractor's efforts to promptly pay Subcontractors for work performed in accordance with the executed subcontracts. The CMAR Contractor shall promptly pay Subcontractors and suppliers, including DBEs, their respective subcontract amount within 14 calendar days after the CMAR Contractor receives payment from the LA DOTD for the work satisfactorily performed by the Subcontractors in accordance with Louisiana Revised Statute 9:2784. The CMAR Contractor 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 CMAR Contractor. Delay or postponement of payment to the Subcontractor may be imposed by the CMAR Contractor only when there is evidence that the Subcontractor has failed to pay its labor force and suppliers for materials received and used on the Project. Delay or postponement of payment must have written approval by the LA DOTD's Project Manager. Failure to promptly pay Subcontractors or to release Subcontractors' retainage shall constitute a breach of contract and after notification by the LA DOTD may result in (1) a deduction from the contract funds due or to become due the CMAR Contractor, (2) disqualification of a CMAR Contractor as a proposer or bidder on future projects, or (3) any other such remedy under the contract as LA DOTD deems appropriate. All subcontracting agreements made by the CMAR Contractor shall include the current payment to Subcontractors' provisions as incorporated in the Pre-Construction Services Agreement. All disputes between the CMAR Contractor 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 LA DOTD Compliance Programs Director; and an FHWA Division Representative.

(9) The CMAR Contractor shall submit LA DOTD Forms OMF-1A (CMAR), Request to Sublet and OMF-2A (CMAR), Subcontractor's EEO Certification. These forms shall be approved by the LA DOTD before any subcontract work is performed.

(10) The LA DOTD reserves the right to withhold any payment from the CMAR Contractor 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 CMAR Contractor submits to

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the LA 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 LA DOTD will monitor the CMAR Contractor's DBE involvement during the Pre-Construction Services Agreement, the level of effort by the CMAR Contractor in meeting or exceeding the goal requirements in the Pre-Construction Services Agreement, the CMAR Contractor's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the Project, the CMAR Contractor has failed to meet the DBE goal and has not demonstrated good faith efforts or obtained a waiver or reduction of the goal, the LA 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 CMAR Contractor shall conform to the scheduled amount of DBE participation.

(2) Contract work designated to be performed by the DBE on Form CS-6AAA (CMAR) and attachments shall be performed by the designated DBE or an LA DOTD approved substitute. Substitutions of named DBEs shall be approved in writing by the LA DOTD Compliance Programs Section. Substituted DBEs shall not commence work until the CMAR Contractor 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 that a CMAR Contractor's ability to negotiate a more advantageous contract with another Subcontractor be considered a valid basis for change. Substitution of DBEs 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 CMAR Contractor shall be submitted to the LA DOTD for approval. Work eliminated from the Project will not diminish the CMAR Contractor's DBE participation.

(3) Under no circumstances will a CMAR Contractor perform work originally designated to be performed by a DBE without prior written approval from the LA 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 (CMAR) and attachments, the CMAR Contractor shall immediately notify the LA DOTD Compliance Programs Section.

When a CMAR Contractor's request to be relieved of the obligation to use the named DBE results in a DBE goal shortfall, the CMAR Contractor 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

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be submitted to the LA DOTD for approval using Form OMF-1A, Request to Sublet, prior to proceeding with the work.

If the CMAR Contractor 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 DBEs for the purpose of meeting the goal. The LA DOTD Compliance Programs Section will determine if the CMAR Contractor 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 LA 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 CMAR contractor when the DBE goals established for a Pre-Construction Services Agreement are not met, or at any time during the Pre-Construction Services Agreement when achievement of the DBE goal is in jeopardy. It is the CMAR Contractor's responsibility to provide sufficient evidence for the LA DOTD to ascertain the efforts made. The CMAR Contractor shall demonstrate good faith efforts to maximize participation by DBEs during the life of the Pre-Construction Services Agreement. Good faith efforts include personal contacts, follow-ups, and earnest negotiations with DBEs. The LA 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 DBEs in order to increase the likelihood of achieving the stated goal. It is the CMAR Contractor's 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 Pre-Construction Services Agreement.

(2) Written notification at least 14 calendar days prior to the electronic submission of Form CS6-AAA (CMAR) and attachments, as required in Heading G(3), which solicits a reasonable number of DBEs interested in participation in the Pre-Construction Services Agreement as a Subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The CMAR Contractor shall provide notice to a reasonable number of DBEs that their interest in the Pre-Construction Services Agreement is being solicited, with sufficient time to allow the DBE to participate effectively. The CMAR Contractor shall seek DBEs in the same geographic area from which it generally seeks Subcontractors for a given project. If the CMAR Contractor cannot meet the goal using DBEs from the normal area, the CMAR Contractor shall expand its search to a wider geographic area.

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- (3) Demonstrated efforts made to negotiate in good faith with interested DBEs for specific items of work include:
- a. The names, addresses, and telephone numbers of DBEs contacted. The dates of initial contact and whether initial solicitations of interest were followed-up personally, by mail, or by telephone to determine the DBE's interest.
 - b. A description of the information provided to DBEs 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 DBEs 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 CMAR Contractor'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 CMAR Contractor'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 DBEs.
 - g. Informing DBEs of any pre-bid conferences scheduled by the LA DOTD.
 - h. Assisting DBEs in obtaining bonding, insurance, or lines of credit required by the CMAR Contractor.
 - i. Evidence of DBEs 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 LA DOTD in evaluation of the CMAR Contractor's good faith efforts.
- (4) The following are examples of actions that will not be accepted as justification by the CMAR Contractor 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.

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- 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 CMAR Contractor normally would perform all or most of the work in the Pre-Construction Services Agreement.
- 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 CMAR Contractor shall keep such records as are necessary for the LA DOTD to determine compliance with the DBE contract obligations. These records shall include the names of Subcontractors, including DBEs; 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 DBEs. When requested, the CMAR Contractor shall submit all subcontracts and other financial transactions executed with DBE in such form, manner, and content as prescribed by the LA DOTD. The LA DOTD reserves the right to investigate, monitor, and/or review actions, statements, and documents submitted by any CMAR Contractor, Subcontractor, or DBE.

L. REPORTING REQUIREMENTS: The CMAR Contractor shall submit monthly reports on DBE involvement. At the conclusion of each month the CMAR Contractor shall submit the Form CP-1A (CMAR), CMAR CONTRACTOR'S MONTHLY DBE PARTICIPATION, to the LA DOTD's Project Manager to verify actual payments to DBEs 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.

Upon completion of all DBE participation, the CMAR Contractor shall submit the Form CP-2A (CMAR), DBE FINAL REPORT, to the LA DOTD Compliance Programs Section with a copy to the LA DOTD's Project Manager detailing all DBE subcontract payments. When the actual amount paid to DBEs 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 CMAR Contractor until the reports are submitted. All payments due Subcontractors which affect DBE goal attainment, including retainage, shall be paid by the CMAR Contractor before the LA DOTD releases the final payment.

The LA DOTD reserves the right to conduct an audit of DBE participation prior to processing the final payment and at any time during the work.

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M. APPLICABILITY OF PROVISIONS TO DBE CMAR CONTRACTORS: These provisions are applicable to all CMAR Contractors, including each CMAR Contractor that is a DBE (DBE CMAR Contractor). If the DBE CMAR Contractor sublets any portion of the Pre-Construction Services Agreement, the DBE CMAR Contractor shall comply with provisions regarding CMAR Contractor and Subcontractor relationships. A DBE CMAR Contractor may count only the contract amount toward DBE participation for work that it actually performs and any amounts awarded to other certified DBE Subcontractors that perform a commercially useful function.

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FORM CS-6AAA (CMAR)

CMAR CONTRACTOR'S ASSURANCE OF DBE PARTICIPATION

S.P.# H.004100	Contract Amount: \$
	DBE Pre-Construction Services Goal Percentage: 0%
Award Date:	DBE Goal Dollar Value: \$

By its signature affixed hereto, the CMAR Contractor assures the LA DOTD that one of the following situations exists (check only one box):

- The pre-construction services goal will be met or exceeded.
- A portion of the pre-construction services goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount _____ % \$ _____.

The CMAR Contractor certifies that each firm listed is currently on the DBE list as maintained by the LA DOTD and is certified for the items of work shown on the attachment(s). The CMAR Contractor having assured that the goal for DBE participation prescribed in the Pre-Construction Services Agreement will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 30 calendar days.

NAME OF DBE FIRM(S)	INTENDED SUBCONTRACT PRICE ¹

¹For suppliers list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA (CMAR). Details are listed on the attachment(s) to Form CS-6AAA (CMAR).

The CMAR Contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The CMAR Contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the provisions in DBE Participation in Federal Aid Construction Management at Risk Contracts. The CMAR Contractor understands that no credit toward the DBE goal will be allowed for DBEs that do not perform a commercially useful function. The CMAR Contractor has a current copy of the LA DOTD DBE Program Implementation Guide that details the methods of operation that are acceptable on projects containing DBE goals. Copies of this guide may be obtained by calling the LA DOTD Compliance Programs Section at (225) 379-1382.

NAME OF CMAR CONTRACTOR	
AUTHORIZED SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
CMAR CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)	
PHONE NUMBER	
DATE	TAX ID#

07/09

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ATTACHMENT TO FORM CS-6AAA (CMAR)

CMAR Contractor shall submit a separate attachment for each DBE listed on Form CS-6AAA (CMAR).

S.P.# H.004100	
NAME OF DBE	
PHONE #	CONTACT PERSON:

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.), quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

	QUANTITY/UNIT PRICE/DESCRIPTION OF WORK TO BE PERFORMED	\$ VALUE

Describe the types of assistance, if any, the CMAR Contractor will provide to any DBE on this Project.

The CMAR Contractor and DBE Subcontractor attest that a subcontract will be executed for the items of work listed above. The CMAR Contractor acknowledges that it will only receive credit toward the DBE goal if the Subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE SUBCONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	TAX ID#
CMAR CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	

07/09

Louisiana Department of Transportation and Development

**FORM CP-1A (CMAR)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
CMAR CONTRACTOR'S MONTHLY DBE PARTICIPATION**

STATE PROJECT NO. H.004100	CMAR CONTRACTOR:
ESTIMATE NO.	
REPORT PERIOD: _____ TO: _____	

LA 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% value counted toward the goal.

This report covers the previous estimate period and shall be submitted to the LA DOTD's Project Manager or the LA DOTD's 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 LA DOTD Compliance Programs Section at (225) 379-1382.

The CMAR Contractor certifies that the above amounts were paid to the listed DBEs and that documentation of these payments is available for inspection.

LA DOTD's Project Manager or LA DOTD's Project Manager's designated representative has reviewed this form.

(Signature of LA DOTD's Project Manager or LA DOTD's Project Manager's designated representative).

Authorized Signature	
Typed or Printed Name	
Title	
Phone No.	
Date	

07/09

Louisiana Department of Transportation and Development

**FORM CP-2A (CMAR)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DBE FINAL REPORT**

STATE PROJECT NO. H.004100	DBE GOAL AMOUNT: \$	CMAR CONTRACTOR:
	CONTRACT AMOUNT: \$	
PARISH(ES) East Baton Rouge	AWARD DATE:	

LA DOTD CERTIFIED DBE SUBCONTRACTOR OR SUPPLIER	WORK PERFORMED AND PAID	TOTAL DOLLAR AMOUNT PAID TO SUBCONTRACTOR 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: _____

07/09

Louisiana Department of Transportation and Development

DBE GOOD FAITH EFFORT DOCUMENTATION (CMAR)

The intent of this form is to document the good faith effort attempts made by the CMAR Contractor in soliciting DBE firms to meet the DBE pre-construction services goal. Please note that the DBE goal will not be waived and the CMAR Contractor must make efforts to achieve the goal throughout the life of the Pre-Construction Services Agreement.

Every work type where there is a certified DBE, the CMAR Contractor 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: _____
CMAR Contractor Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Telephone Number: _____
Email Address: _____
Pre-Construction Services 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 that may involve debarment and/or prosecution under applicable state and federal laws.

Authorized Representative Signature: _____
Title: _____ Date: _____

Louisiana Department of Transportation and Development

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:				

EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a CMAR Contractor 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 the CMAR Contractor’s efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms that have the capability to perform the work of the Pre-Construction Services Agreement. The CMAR Contractor should ensure that the requests are made within sufficient time to allow DBE firms to respond. The CMAR Contractor should take the initiative to contact firms which have indicated an interest in participating as a Subcontractor/supplier.

NEGOTIATION EFFORTS - should include the CMAR Contractor’s efforts to make a portion of the pre-construction services work available consistent with the availability and capabilities of DBE firms in order to facilitate DBE participation. The CMAR Contractor is encouraged to break out contract work into smaller economically feasible subcontracts to ensure DBE participation. As a part of the CMAR Contractor’s negotiation it should make plans/Specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a CMAR Contractor should use good business judgment by considering price and capability, as well as DBE goals. A CMAR Contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany the CMAR Contractor’s good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include the CMAR Contractor’s efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies, or other Project-related assistance. The CMAR Contractor is encouraged to assist firms with independently securing/obtaining these resources. A CMAR Contractor may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with the LA 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; and local, state, and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the LA DOTD’s DBE supportive services consultant for assistance with advertisement and recruitment efforts. The CMAR Contractor is encouraged to undertake and document any other efforts taken in its attempt to fulfill the DBE goal.

Louisiana Department of Transportation and Development

Form OMF-1A (CMAR)
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUEST TO SUBLET AND EXTRACT OF SUBCONTRACT
FOR FEDERAL-AID CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

DATE: _____

STATE PROJECT NO. H.004100

FEDERAL PROJECT NO. H004100

NAME OF PROJECT Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project

Notes to CMAR Contractor:

You may use the attachment if additional space is needed.

As CMAR Contractor of the above project, I request you consent to sublet the following items of work to the undersigned Subcontractor

Table with 2 columns: Description of Work to be Performed, Subcontractor Price. The table contains 6 empty rows for listing work items.

I, as CMAR Contractor, understand and agree that the subcontract shall not relieve me of my liability under the Pre-Construction Services Agreement 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 Pre-Construction Services Agreement, including, but not limited to, on federal-aid projects, the Required Contract Provisions for Federal Aid Contracts, as required by 23 C.F.R. § 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 C.F.R. § 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.

CMAR CONTRACTOR _____ TELEPHONE NO. _____

FAX NO. _____

NAME OF OWNER (use only if company is a Sole Proprietorship) _____

ADDRESS _____

LICENSE NO. _____

FEDERAL TAX I.D. _____

BY: _____

TITLE _____

(Signature)

Louisiana Department of Transportation and Development

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 CMAR Contractor which states the work shall be performed in accordance with the LA DOTD Pre-Construction Services Agreement with the CMAR Contractor 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 C.F.R. § 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 C.F.R. § 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 _____ TELEPHONE NO. _____

FAX NO. _____

NAME OF OWNER (use only if company is a Sole Proprietorship) _____

ADDRESS _____

LICENSE NO. _____ FEDERAL TAX ID _____

BY: _____

(Signature)

TITLE: _____

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

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUBCONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
FEDERAL-AID CONSTRUCTION MANAGEMENT AT RISK 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.004100**

FEDERAL PROJECT NO. **H004100**

PARISH **East Baton Rouge**

NAME OF CMAR CONTRACTOR _____

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.

COMPANY _____

By: _____

(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 CMAR Contractors, 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 (CMAR)

Exhibit E – [Unit Costs] [Hourly Rates]

[If a unit cost or hourly rate Pre-Construction Services Agreement is negotiated with the successful CMAR Contractor, unit costs/hourly rates will be included here. If a lump sum Pre-Construction Services Agreement is negotiated with the successful CMAR Contractor, this exhibit will be deleted.]

Exhibit F – CMAR Contractor’s Statement of Qualifications

Statement of Qualifications, dated [REDACTED]

Requests for Clarification

[List any requests for Clarification and corresponding responses here.]

STATE OF LOUISIANA

PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

APPENDIX E

CONSTRUCTION MANAGEMENT AT RISK
CONTRACT

PART 2

SAMPLE CONSTRUCTION SERVICES
CONTRACT

~~AUGUST 11, 2020~~ CONFORMED COPY



**CONSTRUCTION MANAGEMENT AT RISK CONTRACT
PART 2 – CONSTRUCTION SERVICES CONTRACT**

THIS CONSTRUCTION SERVICES CONTRACT (the “Contract”) is made and executed in four originals between the Louisiana Department of Transportation and Development acting through its Secretary, hereafter designated as the “LA DOTD,” and **[insert name of the CMAR Contractor]**, hereafter designated as the “Construction Management at Risk Contractor” or “CMAR Contractor.”

The LA DOTD did advertise for, receive, and accept a Statement of Qualifications (SOQ) from the CMAR Contractor for work on the Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk (CMAR) Project (the “Project”) identified as State Project No. H.004100/Federal Project No. H004100, and award a Pre-Construction Services Agreement for same.

Furthermore, the LA DOTD and CMAR Contractor did successfully negotiate and agree to the Segment Construction Services Scope of Work, Baseline Progress Schedule, and Segment Guaranteed Maximum Price (the “Segment GMP”) for CMAR Segment 1 of the Project.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1.0 CONTRACT DOCUMENTS

The Contract consists of the “Contract Documents” including, but not limited to, the following documents, intended to complement one another in the following order of precedence:

- A) Supplemental agreements and/or Change Orders;
- B) The Construction Services Contract (this instrument);
- C) Exhibit A – Construction Services Scope of Work, which includes one or more individual Segment Construction Services Scopes of Work;
- D) Exhibit B – Segment Guaranteed Maximum Price Proposals, which includes one or more individual Segment Guaranteed Maximum Price Proposals (the “Segment GMP Proposals”);
- E) Exhibit C - Special Provisions;
- F) Construction Documents, which includes one or more Segment Construction Documents packages;
- G) Notices to Proceed (NTPs);

- H) Payment, Performance, and Retainage Bonds;
- I) Supplemental Specifications;
- J) Louisiana Standard Specifications for Roads and Bridges, current edition (the “Standard Specifications”); and
- K) The Pre-Construction Services Agreement, including all exhibits and attachments thereto.

For these purposes, all of the provisions contained in the listed Contract Documents are attached and incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

2.0 INTENT OF CONTRACT

The CMAR Contractor agrees to the terms and requirements for the intent of the Construction Services Contract to provide all Materials, Equipment, and labor and perform the Work required by this Construction Services Contract, as broadly described for each Segment in Exhibit A – Construction Services Scope of Work to this Contract and as specifically defined for each Segment in the Segment Construction Documents developed under the Pre-Construction Services Agreement. Such Work shall be performed in a thorough and workmanlike manner and to the satisfaction of the appropriate officials of the LA DOTD.

3.0 GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price (GMP) for this Project is \$[insert the sum of the Segment GMPs], which is the sum total of all Segment GMPs and inclusive of all direct costs, Allowances, indirect costs, and Margin.

Each Segment GMP, as set forth below, is inclusive of all direct costs, Allowances, indirect costs, and Margin for the corresponding Segment:

- A) CMAR Segment 1 Segment GMP: \$[_____].
- B) [The Segment GMP for each subsequently approved Segment GMP Proposal will be listed here.]

The CMAR Contractor did submit, and the LA DOTD did agree to, each Segment GMP Proposal as included in Exhibit B – Segment GMP Proposals, establishing the Segment GMP, the Segment Construction Services Scope of Work, and the Baseline Progress Schedule for each Segment. The CMAR Contractor agrees to accept, and the LA DOTD agrees to pay, for the Work in lawful money of the United States (US) in a timely manner as set forth in the Construction Services Contract.

The LA DOTD shall pay the CMAR Contractor for, and the CMAR Contractor shall accept, the actual cost of Work; provided, however, that the sum of the actual cost of Work for each Segment shall not exceed the Segment GMP stated above, or as adjusted from time to time as provided in this Construction Services Contract.

3.1 Construction Document Development

Following execution of this Construction Services Contract, the CMAR Contractor shall continue to monitor the development of the Segment Construction Documents so that, when complete, the Segment Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions, and Value Engineering (VE) embodied in each corresponding Segment GMP Proposal (*see* Exhibit B – Segment GMP Proposals). As Segment Construction Documents are developed and finalized, the CMAR Contractor shall deliver a monthly status report to the LA DOTD describing the progress on the incorporation into the Segment Construction Documents of all qualifications, assumptions, clarifications, exclusions, and VE and all other matters relevant to the corresponding Segment GMP Proposal.

3.2 Margin

For Work under this Construction Services Contract, the margin shall be limited to the following:

- A) A Margin of []% as shown in Exhibit B – Segment GMP Proposals, paid on a pay item basis;
- B) Each Segment GMP stated in Section 3.0 is inclusive of the Margin;
- C) If the LA DOTD issues a Change Order either increasing or decreasing a Segment GMP during the term of this Construction Services Contract, the Margin shall be equitably adjusted by applying the percentage established in Section 3.2(A) to the revised Segment GMP; and
- D) The Margin established in Section 3.2(A) shall not change without a Change Order.

3.3 Allowances

The Allowances for CMAR Segment 1, if any, are listed in Section 3.3.1.

3.3.1 CMAR Segment 1 Segment GMP Allowances

Inclusive in the CMAR Segment 1 Segment GMP are Allowances in the total amount of \$[] that have been provided for the payment of all services, personnel, labor, materials, and equipment necessary to perform the Allowance Work described below.

A) [REDACTED] Allowance

An Allowance in the Allowance Amount of \$[REDACTED] (“[REDACTED] Allowance”) has been established for the payment to CMAR Contractor of the costs of [REDACTED].

3.3.2 [The Allowances included in Segment GMPs for each subsequently approved Segment GMP Proposal will be listed here.]

4.0 PAYMENT

4.1 Schedule of Values

The Schedule of Values in each approved Segment GMP Proposal (*see* Exhibit B) will be used as a basis for payment as the Work progresses in accordance with the Specifications and this Construction Services Contract. Those portions of the Schedule of Values allocable to Work to be performed by Subcontractors shall be finalized when the Subcontracts are executed. Any estimated costs included in the Schedule of Values that are unallocated to either a Subcontractor or the Work that the CMAR Contractor will self-perform may be reallocated to other line items as provided for in this Construction Services Contract and upon approval of the LA DOTD’s Project Manager.

4.2 Allowances

The CMAR Contractor and the LA DOTD acknowledge that each Segment GMP contains Allowances. Allowances can only be used for the Allowance Work and up to the Allowance Amount established in the appropriate Segment GMP Proposal (*see* Exhibit B). Allocations of Allowance Amounts that remain unused upon final acceptance shall accrue 100% to the LA DOTD.

Any payments for Allowances under this Construction Services Contract are subject to the terms of this Section 4.2. Before the CMAR Contractor performs any Allowance Work, the CMAR Contractor shall submit an itemized written estimate for the Allowance to the LA DOTD for review and approval.

Payment for Allowances will be made as follows:

- A) If the CMAR Contractor self-performs Allowance Work, payment shall be made on a Force Account basis in accordance with Section 109.04.3 of the Standard Specifications; and
- B) If a Subcontractor performs Allowance Work, payment shall be made based upon receipted invoices and signed receipts, without charges for any CMAR Contractor Margin or indirect costs.

Each Allowance Amount shall be adjusted to the actual amount paid by the CMAR Contractor for the Allowance Work performed; provided, however, that the Allowance Amount shall not be overrun. If the accepted payments under the applicable Allowance reach 75% of the Allowance Amount and the CMAR Contractor anticipates that known Allowance Work will exceed the Allowance Amount, the CMAR Contractor shall notify the LA DOTD that additional quantities of the Allowance Work will be required, and submit a proposed cost to complete the Allowance Work in excess of the applicable Allowance Amount. If the LA DOTD agrees, a Change Order will be issued to the CMAR Contractor revising the Allowance Amount and, if applicable, the appropriate Segment GMP. No payment will be made for an Allowance after expenditure of 100% of the Allowance Amount without a Change Order. If 100% of the Allowance Amount associated with each Allowance has been expended prior to execution of a Change Order, the CMAR Contractor shall proceed on a Force Account basis if so directed by the LA DOTD, until such time as a Change Order is executed.

5.0 CONTRACT TIME

This Construction Services Contract will remain in effect, until the first to occur of (i) the latest final acceptance date of an approved Segment as set forth below, or (ii) the effective date of an earlier termination of the Construction Services Contract pursuant to Sections 108.11 or 108.12 of the Specifications.

Performance of Work under this Construction Services Contract must begin on the date stipulated in the NTP and must be completed within the time specified in this Section 5.0, subject to such extensions as may be authorized by the LA DOTD.

5.1 CMAR Segment 1 Final Acceptance Date

All Work related to CMAR Segment 1 must be completed in all details and ready for final acceptance by [The CMAR Segment 1 final acceptance date will be inserted here.] (within [The number of Calendar Days will be inserted here.] Calendar Days).

5.2 [The final acceptance date for each subsequently approved Segment GMP Proposal will be listed here.]

6.0 ALTERATION OF CONTRACT

The CMAR Contractor agrees to the terms and requirements for alteration of the Construction Services Contract, as such are contained in the Specifications.

7.0 STIPULATED DAMAGES

The CMAR Contractor agrees to the assessment of stipulated damages as provided in the Specifications.

8.0 DAMAGE CLAIMS

The CMAR Contractor acknowledges that it has reviewed and understands the Construction Services Contract and specifically agrees to be bound by the terms and conditions thereof.

9.0 JOINT EFFORT

This Construction Services Contract will be deemed for all purposes prepared by the joint efforts of the parties hereto and will not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting, or execution of the Construction Services Contract.

10.0 ASSIGNMENT

This Construction Services Contract shall not be assigned by the CMAR Contractor, or its rights, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the LA DOTD. Any attempts to assign the Construction Services Contract without the LA DOTD's written consent shall be null and void.

11.0 SUCCESSORS AND ASSIGNS

This Construction Services Contract shall bind the successors, assigns, and representatives of the parties hereto. This Construction Services Contract shall become effective on the date all parties hereto have signed the same.

12.0 GOVERNING LAW

This Construction Services Contract shall be governed by the laws of the State of Louisiana, except where the federal supremacy clause requires otherwise.

In witness whereof, the Secretary has hereunto subscribed his name, and the same has been approved by the appropriate officials of the LA DOTD and the CMAR Contractor has also hereunto subscribed its name.

CMAR CONTRACTOR

(Federal Identification Number)

By: _____

Title: _____

(Date)

Witness

Witness

Louisiana Department of Transportation and Development

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

Witness

By: _____
SECRETARY

Witness

(Date)

Recommended for approval:

By: _____

STATE OF LOUISIANA

PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

APPENDIX E

CONSTRUCTION MANAGEMENT AT RISK
CONTRACT

PART 2

SAMPLE CONSTRUCTION SERVICES
CONTRACT

EXHIBIT A

CONSTRUCTION SERVICES SCOPE OF WORK

AUGUST 11, 2020 CONFORMED COPY



1.0 PROJECT DESCRIPTION

1.1 Overall I-10: LA 415 to Essen Lane on I-10 and I-12 Project

The overall I-10: LA 415 to Essen Lane on I-10 and I-12 Project consists of widening and reconstruction of the I-10 east and west mainlines from ~~four-six~~ to ~~six-eight~~ lanes. The major improvements include, but are not limited to, the following:

- A) ~~Bridge~~ Bridge replacement and rehabilitation, as determined appropriate for each structure during pre-construction services;
- B) ~~interchange~~ Interchange and ramp modifications, ~~;~~
- C) ~~S~~ Shoulder widening, ~~;~~ and
- D) ~~auxiliary~~ Auxiliary lane(s).

The overall Project is divided into two phases, as described below.

1.2 Phase I

The limits of Phase 1 (i.e., this Project) extend from ~~the Mississippi River Bridge (MRB) west of Washington Street~~ to Essen Lane on I-10.

1.3 Phase II

The limits of Phase 2 extend from LA 415 to ~~the MRB west of Washington Street~~.

2.0 SCOPE OF WORK

The Construction Services Scope of Work is divided into Segment Construction Services Scopes of Work as set forth below, defined for each Segment starting with Construction Management at Risk Segment 1 (the “CMAR Segment 1”).

2.1 CMAR Segment 1

[The Segment Construction Services Scope of Work for CMAR Segment 1 will be detailed during the Pre-Construction Services Phase and included from the CMAR Contractor’s Segment GMP Proposal for CMAR Segment 1.]

STATE OF LOUISIANA

PHASE I OF THE
I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12
CONSTRUCTION MANAGEMENT AT RISK
PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

APPENDIX E

CONSTRUCTION MANAGEMENT AT RISK
CONTRACT

PART 2

SAMPLE CONSTRUCTION SERVICES
CONTRACT

EXHIBIT B

SEGMENT GUARANTEED MAXIMUM PRICE
PROPOSALS



AUGUST 11, 2020 CONFORMED COPY



Louisiana Department of Transportation and Development

[To be completed upon approval of each Segment GMP Proposal.]

STATE OF LOUISIANA

PHASE I OF THE

I-10: LA 415 TO ESSEN LANE ON I-10 AND I-12

CONSTRUCTION MANAGEMENT AT RISK

PROJECT

EAST BATON ROUGE PARISH

STATE PROJECT NO. H.004100
FEDERAL PROJECT NO. H004100

REQUEST FOR QUALIFICATIONS

APPENDIX E

CONSTRUCTION MANAGEMENT AT RISK
CONTRACT

PART 2

SAMPLE CONSTRUCTION SERVICES
CONTRACT

EXHIBIT C

SPECIAL PROVISIONS

~~AUGUST 11, 2020~~ CONFORMED COPY



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**Special Provision 101
General Information, Definitions, and Terms**

Section 101 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

101.02 ACRONYMS AND ABBREVIATIONS.

Add the following abbreviations or acronyms:

C.F.R.	Code of Federal Regulations
CMAR	Construction Management at Risk
GMP	Guaranteed Maximum Price
JV	Joint Venture
LA DOTD	Louisiana Department of Transportation and Development
LLC	Limited Liability Company
LOI	Letter of Interest
N/A	Not Applicable
NOI	Notice of Intent
NTP	Notice to Proceed
QC	Quality Control
QPL	Qualified Products List (LA DOTD)
RFQ	Request for Qualifications
ROW	Right-of-Way
SOQ	Statement of Qualifications
TBD	To Be Determined
VE	Value Engineering
WBS	Work Breakdown Structure

101.03 DEFINITIONS.

Add or replace the following definitions:

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 was obtained, the terms and conditions under which LOIs were received, and such other matters as the LA DOTD deemed advisable to include therein.

Allowance. A not-to-exceed amount provided for the payment of all services, personnel, labor, materials, and equipment necessary to perform Allowance Work, as identified in Exhibit B – Segment GMP Proposals.

Allowance Amount. The not-to-exceed amount of an Allowance, as identified in Exhibit B – Segment GMP Proposals.

Allowance Work. The Work, including all services, personnel, labor, materials, and equipment, required under an Allowance.

Baseline Progress Schedule. The time-scaled, cost-loaded, and resource-loaded critical path network, updated in accordance with the Construction Services Contract; the CMAR Contractor’s Work Breakdown Structure (WBS) for constructing and completing each individual Segment and the Project overall; the applicable Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal”), distributed over the period of construction services for the applicable Segment; and the Guaranteed Maximum Price (GMP), distributed over the period of the Construction Services Contract. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the “Construction Progress Schedule” or “construction progress schedule” or “Progress Schedule” or “progress schedule,” they are intended to refer to the Baseline Progress Schedule.

Business Day. A day on which the LA DOTD is officially open for business. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to a “Working Day” or “working day,” they are intended to refer to a Business Day.

Claim. A separate demand by the CMAR Contractor for either of the following:

- ~~A)~~ A time extension which is disputed by the LA DOTD; or
- ~~B)~~ Payment of money or damages arising from Work done by or on behalf of the CMAR Contractor in connection with the CMAR Contract which is disputed by the LA DOTD.

Compliance Programs Director. The LA DOTD’s manager that facilitates access and equal opportunity for Disadvantaged Business Enterprises (DBE) to participate in federal-aid transportation projects and promotes a diverse contracting workforce while fulfilling federal obligations and requirements.

Constructability Review. A process that integrates the CMAR Contractor’s perspective into the Pre-Construction Services Phase. By active involvement, the CMAR Contractor lends its expertise and experience to design development in order to identify potential risks, innovations, and constructability issues.

Construction Documents. The plans, designs, Specifications, and other documents related to the construction of the overall Project.

Construction Management at Risk. A delivery method by which the LA DOTD uses the Design Professional, that is engaged by the LA DOTD, for professional predesign or design services, or both, and the LA DOTD contracts separately with the CMAR Contractor to engage in the Pre-Construction Services Phase. The CMAR Contractor may also provide construction services to build the Project if the CMAR Contractor is awarded the Construction Services Contract and one or more Segment GMP Proposals are approved by the LA DOTD.

Construction Management at Risk Contract. The Construction Management at Risk Contract (or, “CMAR Contract”), executed in the following two parts:

- A) The Pre-Construction Services Agreement; and
- B) If a Segment Guaranteed Maximum Price (the “Segment GMP”), Baseline Progress Schedule, and Segment Construction Services Scope of Work are negotiated and agreed to between the LA DOTD and CMAR Contractor, the Construction Services Contract.

Depending on the context, the CMAR Contract could be referring to (1) the Pre-Construction Services Agreement, or (2) the Construction Services Contract, or (3) both, read as a single instrument.

Construction Management at Risk Contractor. The Person, sole proprietorship, partnership, corporation, or other legal entity, properly licensed, bonded, and insured, that does one or both of the following:

- A) Provides construction experience to the LA DOTD and its Design Professional during the Pre-Construction Services Phase regarding the constructability of one or more Segments of the Project; and
- B) Assumes the risk to construct one or more Segments of the Project for a GMP without re-procurement, if the Segment GMP, Baseline Progress Schedule, and

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Segment Construction Services Scope of Work for at least one Segment are negotiated and agreed to between the LA DOTD and CMAR Contractor.

Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the “Contractor” or “contractor,” they are intended to refer to the CMAR Contractor.

Construction Management at Risk Project Team. The Construction Management at Risk Project Team (or, “CMAR Project Team”) consists of the following:

- A) The LA DOTD;
- B) The CMAR Contractor;
- C) The Design Professional; and
- D) The Independent Cost Estimator (ICE).

Construction Management at Risk Segment 1. The section of both directions of the I-10 mainline west of Washington Street to the on and off ramps at Perkins Road

Construction Services Contract. If successfully negotiated during pre-construction services, the written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties to construct one or more Segments of the Project, including the performance of the Work, the furnishing of labor and materials, the basis of payment, the GMP, and the Baseline Progress Schedule. The Construction Services Contract, if executed, is one part of the CMAR Contract. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications refer to the “Contract” or “contract,” they are intended to refer to the Construction Services Contract.

Construction Services Phase. The time period when the CMAR Contractor performs the construction of one or more Segments of the Project. The time begins after the Construction Services Contract Notice to Proceed (NTP) is issued.

Construction Services Scope of Work. All duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, QC, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services, if the CMAR Contractor is awarded the Construction Services Contract. The Construction Services Scope of Work is subdivided into Segment Construction Services Scopes of Work, and shall be updated as each applicable Segment Construction Services Scope of Work is negotiated and agreed to by the LA DOTD and CMAR Contractor.

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Contract. The Construction Services Contract.

Contract Documents. The documents identified in Section 1.0 of the Construction Services Contract.

Contract Time. The time to complete a Segment Construction Services Scope of Work (*see* Exhibit A), as expressed in both date and number of Calendar Days, in Section 5.0.

Cost Model. The electronic cost tabulation for the construction of the Project developed by the CMAR Contractor and reviewed and approved by the LA DOTD. The Cost Model is based on the LA DOTD's list of standard pay items and is used to complete Segment Opinions of Probable Costs (the "Segment OPCs") and the Segment GMP Proposals, including a list of pay item numbers, descriptions, quantities, units of measurement, unit prices and extended amounts, and Allowances that make up the GMP (and are included in the Cost Model).

Day. References to "days" or "Days" shall mean Calendar Days unless otherwise specified, provided that if the date to perform any act or give any notice specified in the CMAR Contract (including the last date for performance or provision of notice "within" a specified time period) falls on a non-Business Day, such act or notice may be timely performed on the next succeeding day which is a Business Day.

Design-Bid-Build. The low-bid traditional procurement method for constructing transportation system improvements where the LA DOTD (or, a consulting engineer working for the LA DOTD) designs a project, and then solicits bids and awards a contract to the lowest responsive and responsible bidder.

Design Professional. The engineer, architect, or landscape architect that has secured a professional license from a Louisiana registration board as required by state law and that is selected by the LA DOTD in accordance with state law.

Guaranteed Maximum Price. The negotiated price between the LA DOTD and CMAR Contractor for construction services for the overall Project. The Guaranteed Maximum Price (GMP) is the total of the Segment Guaranteed Maximum Price (the "Segment GMPs"). Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the "Contract Price" or "contract price" or "Contract Amount" or "contract amount" or "Original Contract Amount" or "original contract amount," they are intended to refer to the GMP.

Holidays. Those days designated as state holidays by the Louisiana Secretary of State or proclaimed by the Governor of the State.

Home Office Overhead: Home Office Overhead consists of time-related costs that cannot be attributed to a particular project, and are costs at the CMAR Contractor's home office. Examples could be, but are not limited to, home office clerical and executive staff, rent, taxes, supplies,

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insurance, and utilities. Home Office Overhead will be negotiated and agreed upon between the LA DOTD and the CMAR Contractor prior to execution of the Construction Services Contract. The Home Office Overhead rate will be included in the CMAR Contractor's Margin.

Independent Cost Estimator. The third-party consultant that participates with the Design Professional and LA DOTD in development and/or review of CMAR Contractor-provided Cost Models, Segment OPCs, parametric cost estimates, and other cost aspects of the Project. The Independent Cost Estimator (ICE) develops an independent cost estimate to be used to assist the LA DOTD in reviewing and reconciling the Segment OPCs and in reviewing, negotiating, and accepting or rejecting Any Segment GMP Proposal.

Jobsite Overhead. Jobsite Overhead consists of time-related costs chargeable to the Project, but not chargeable to a particular item of Work. Examples could be, but are not limited to, Project office rent, salaried Project personnel, Project office equipment costs, and Project office utilities. The Jobsite Overhead will be negotiated and agreed upon between the LA DOTD and the CMAR Contractor prior to execution of the Construction Services Contract. The Jobsite Overhead may be included in the CMAR Contractor's Margin, as mutually agreed to by the parties during the Pre-Construction Services Phase.

Key Personnel. The persons listed in Exhibit C – Special Provisions, Special Provision 108, of the Construction Services Contract.

Louisiana Department of Transportation and Development (LA DOTD). The LA DOTD, through its offices and officers, responsible for developing and implementing programs to ensure adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of Louisiana R.S. Title 36, as amended. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the "Department" or "department" or "Department of Transportation and Development" or "DOTD," they are intended to refer to the LA DOTD.

Louisiana Department of Transportation and Development's Project Manager. The representative of the LA DOTD responsible for oversight of design and pre-construction services, oversight of the ICE and GMP development, and oversight of construction services in coordination with the District. The LA DOTD's Project Manager is the LA DOTD's main point of contact for the Design Professional, CMAR Contractor, and ICE. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the "Engineer" or "engineer" or "Project Engineer" or "project engineer," they are intended to refer to the LA DOTD's Project Manager.

Margin. The combination of CMAR Contractor Home Office Overhead (including all general and administrative expenses), Jobsite Overhead (as mutually agreed to by the parties during the Pre-Construction Services Phase), and profit.

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Person. Any individual, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), voluntary association, partnership, trust, unincorporated organization, or governmental person.

Pre-Construction Services Agreement. The written agreement between the LA DOTD and the CMAR Contractor setting forth the obligations of the parties with respect to the performance of certain pre-construction services, including, but not limited to, scheduling, pricing, and segmenting to assist the LA DOTD to design a more constructible Project. The Pre-Construction Services Agreement is one part of the CMAR Contract.

Pre-Construction Services Phase. The first phase of the Project when the CMAR Contractor performs the activities under the Pre-Construction Services Agreement.

Pre-Construction Services Price. The final, negotiated price between the LA DOTD and CMAR Contractor for pre-construction services for the Project.

Pre-Construction Services Scope of Work. All duties and services to be furnished and provided by the CMAR Contractor as required by the Pre-Construction Services Agreement, including, the administrative, QC, quality assurance, procurement, legal, professional, supervision, management, and documentation and all other efforts necessary or appropriate to complete the pre-construction services.

Project. The Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 CMAR Project. The Project will be divided into Segments during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1.

Scope of Work. Generally, all duties and services to be furnished and provided by the CMAR Contractor as required by the CMAR Contract, as included in the Pre-Construction Services Scope of Work and, if the CMAR Contractor is awarded the Construction Services Contract, the Construction Services Scope of Work.

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

Segment. Individual portions of the Project to be defined during the Pre-Construction Services Phase, with the first Segment being CMAR Segment 1. The intent is to negotiate individual Segment GMP Proposals for each Segment of the Project.

Segment Construction Documents. The plans, designs, Specifications, and other documents related to the construction of a single Segment of the Project.

Segment Construction Services Scope of Work. All duties and services to be furnished and provided by the CMAR Contractor as required by the Construction Services Contract, including, the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor,

materials, equipment, documentation, and construction activities and all other efforts necessary or appropriate to complete the construction services for an individual Segment, if the CMAR Contractor is awarded the Construction Services Contract and the Segment GMP Proposal is approved by the LA DOTD.

Segment Guaranteed Maximum Price. The negotiated price between the LA DOTD and CMAR Contractor for construction services for an individual Segment of the Project. The GMP is the total of the Segment GMPs.

Segment Guaranteed Maximum Price Proposal. The proposal submitted by the CMAR Contractor during the course of the Pre-Construction Services Agreement that sets forth the proposed Segment GMP, including Margin, bonds, and insurance; Baseline Progress Schedule; and Segment Construction Services Scope of Work for an individual Segment of the Project. Where the Contract Documents, including the Standard Specifications and Supplemental Specifications, refer to the “Original Bid” or “original bid” or “Original Contract Bid” or “original contract bid” or “Bid” or “bid,” they are intended to refer to the Segment GMP Proposal.

Segment Opinion of Probable Cost. An estimate prepared by the CMAR Contractor that reflects the estimator’s opinion as to the probable costs that a “prudent” contractor would include in its bid to construct the defined facilities for an individual Segment. Unless specifically stated, the Segment Opinion of Probable Cost (the “Segment OPC”) does not capture costs borne by the LA DOTD for pre-construction activities or for expenses related to the management and support of field construction activities. Segment OPC pricing is predicated on the CMAR Contractor’s compliance with all Specifications and design parameters during construction services for the applicable Segment.

Special Provisions. Requirements adopted by the LA DOTD for the Project that amend the Standard Specifications or any adopted Supplemental Specifications.

Specifications. The Louisiana Standard Specifications for Roads and Bridges, current edition, issued by the LA DOTD (the “Standard Specifications”), as may be modified by Supplemental Specifications and/or Special Provisions.

Standard Specifications. The Louisiana Standard Specifications for Roads and Bridges, current edition, issued by the LA DOTD.

Subcontract. Any contract to perform any part of the work or provide any materials, equipment, or supplies for any part of the work between the CMAR Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.

Supplemental Agreement. A written agreement between the CMAR Contractor and the LA DOTD covering work not otherwise provided for; or revisions in or amendments to terms of the Construction Services Contract, in particular when incorporating individual Segment

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Construction Services Scopes of Work into the Construction Services Contract; or conditions specifically prescribed in the Specifications as requiring Supplemental Agreements. Such Supplemental Agreement becomes part of the CMAR Contract when approved and properly executed.

Supplemental Specifications. Approved additions and revisions to the Standard Specifications, and included in all LA DOTD contracts.

Work Breakdown Structure. A deliverable-oriented grouping of Project components that organizes and defines the total scope of the Project.

**Special Provision 102
Bidding Requirements**

Section 102 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is deleted in its entirety and replaced as follows:

**Special Provision 102
Requirements and Conditions**

102.01 NO MISUNDERSTANDING. The Construction Management at Risk Contractor (the “CMAR Contractor”) 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 CMAR Contractor agrees that each Segment Guaranteed Maximum Price (the “Segment GMP”) includes all costs arising from existing conditions shown or specified in the Contract Documents and/or readily observable from a site inspection 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 CMAR Contractor.

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.

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 Construction Services Contract or there is an apparent conflict or contradiction between any of the various Contract Documents, or between the Contract Documents and the actual Work site, the CMAR Contractor has a duty to immediately notify the LA DOTD’s Project Manager of the discrepancy. The LA DOTD’s Project Manager will resolve the discrepancy in writing before the CMAR Contractor proceeds further.

Failure of the CMAR Contractor to notify the LA DOTD’s Project Manager of an apparent discrepancy may be deemed a waiver of the CMAR Contractor’s right to claim any adjustment in the corresponding Segment GMP. In addition, the CMAR Contractor may be fully liable for

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damages suffered by the LA DOTD resulting from this failure to timely notify the LA DOTD's Project Manager of a discrepancy.

In no event shall the Contract Time or a Segment GMP be adjusted for conditions that could or should have been identified by the CMAR Contractor through its investigations, Plan reviews, or survey of existing conditions conducted pursuant to the Pre-Construction Services Agreement.

**Special Provision 103
Award and Execution of Contract**

Section 103 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is deleted in its entirety and replaced as follows:

**Special Provision 103
Partnering, Bonds, and Notice to Proceed**

103.01 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 Construction Services 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, which started with partnering under the Pre-Construction Services Agreement and continues during construction services. 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 Construction Management at Risk Project Team (the “CMAR Project Team”), 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. In addition, engaging in partnering, as required by this Special Provision 103.01, does not preclude, and is not a condition precedent to, the use of dispute resolution in accordance with Special Provision 107.31.

The LA DOTD and the Construction Management at Risk Contractor (the “CMAR Contractor”) shall manage the Construction Services 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;

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- 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.

The CMAR Contractor shall be responsible for creating and participating in the partnering program for use during this Project. The costs of such partnering program during construction services shall be included in each Segment Guaranteed Maximum Price (the “Segment GMP”). The Design Professional and Independent Cost Estimator (ICE) shall be included in the Project partnering, and the LA DOTD and CMAR Contractor shall consider the incorporation of partnering into the coordination and cooperation required with third parties such as Subcontractors, suppliers, utilities, railroads, and other stakeholders.

103.02 PAYMENT, PERFORMANCE, AND RETAINAGE BONDS. The CMAR Contractor shall furnish the following bonds on the form provided by the LA DOTD (*see* Appendix 103A – Payment, Performance, and Retainage Bonds Form to this Special Provision) for each approved Segment:

- A) A Payment Bond in a sum equal to 100% of the corresponding Segment GMP;
- B) A Performance Bond in a sum equal to 100% of the corresponding Segment GMP; and
- C) A Retainage Bond in a sum equal to five percent of the corresponding Segment GMP, unless an election is made to have the LA DOTD withhold five percent of the Segment GMP.

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.

103.03 NOTICE TO PROCEED. The LA DOTD will issue the CMAR Contractor one or more Notices to Proceed (NTP), initially after or concurrent with the execution of the Construction Services Contract, and subsequently with each approved Segment after CMAR Segment 1.

APPENDIX 103A

PAYMENT, PERFORMANCE, AND RETAINAGE BONDS FORM

Be it known that [REDACTED] as Principal and [REDACTED] 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 Construction Services Contract for the construction of the [REDACTED] Segment of State Project No. H.004100/Federal Project No. H004100, in 100% of the full Segment Guaranteed Maximum Price (the "Segment GMP") (\$[REDACTED]) for the Payment Bond, in 100% of the full Segment GMP (\$[REDACTED]) for the Performance Bond, and in five percent of the Segment GMP (\$[REDACTED]) 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 Construction Services Contract for the [REDACTED] Segment have been completed in a timely, thorough, and workmanlike manner.

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 LA DOTD and all "Claimants," as defined in Louisiana Revised Statutes 48:256.5, in the full sum of \$[REDACTED] (100% of the Segment GMP), in order to secure the full and timely claims under the Phase I of the I-10: LA 415 to Essen Lane on I-10 and I-12 Construction Management at Risk Project (the "Project"). Claims pursuant to this Payment Bond 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 LA DOTD in the full sum of \$[REDACTED] (100% of the Segment GMP), in order to secure the full and faithful performance and timely completion of the [REDACTED] Segment of the Project according to the Construction Services Contract, inclusive of overpayments to the Construction Management at Risk Contractor (the "CMAR Contractor") and stipulated damages as assessed.

RETAINAGE BOND. To the LA DOTD in the full sum of \$[REDACTED] (five percent of the Segment GMP) in lieu of the sums required to be withheld from progress payments under the provisions of Louisiana Revised Statutes 48:256.1, inclusive of overpayments to the CMAR Contractor and stipulated damages as assessed.

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CMAR CONTRACTOR OPTION: RETAINAGE

I, Principal, elect to exercise my option to have five percent retainage withheld from all payments in lieu of the above Retainage Bond.

By: _____

In witness whereof we have signed this instrument as dated.

CMAR CONTRACTOR

_____ Witness	_____ Principal	_____ Date
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SURETY

_____ Witness	_____ Attorney-In-Fact (Seal)	_____ Date
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SURETY

_____ Witness	_____ Attorney-In-Fact (Seal)	_____ Date
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A copy of the Construction Services Contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the 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

**Special Provision 104
Scope of Work**

Section 104 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

104.02.1 Differing Site Conditions:

Add this paragraph at the end of this section:

4. In no event shall the Contract Time or any Segment Guaranteed Maximum Price (the “Segment GMP”) be adjusted for conditions that could or should have been identified by the Construction Management at Risk Contractor (the “CMAR Contractor”) through its investigations, plan reviews, or survey of existing conditions conducted pursuant to the Pre-Construction Services Agreement.

104.05 GUARANTEE AND WARRANTY OF CMAR CONTRACTOR’S WORK.

Delete this section in its entirety and replaced it as follows:

By signing the CMAR Contract, the CMAR Contractor guarantees and gives full warranty (A) of the quality of materials incorporated into the work, (B) that all work will be performed in a good and workmanlike manner, (C) that the finished product will be fit for its intended use and purpose and constructed in conformity with the CMAR Contract, and (D) that the CMAR Contractor’s work will be otherwise free of all defects.

For the purpose of this subsection, defect shall be understood to mean and to include all conditions or characteristics of the CMAR Contractor’s work not in conformity with the CMAR Contract and Construction Documents, including, without limitation, any nonconformity with the Construction Documents that (1) renders the CMAR Contractor’s work inconsistent with the applicable design standards, (2) the CMAR Contractor has not declared prior to Final Acceptance of an applicable Segment, or (3) the LA DOTD has not observed or detected in the course of Final Inspection of an applicable Segment. Defect shall be understood to exclude reasonably anticipated depreciation or deterioration of the CMAR Contractor’s work and all other conditions arising exclusively from the intended use of the finished product and not caused by a defect as defined in this paragraph.

At no direct pay and in accordance with the instruction of the LA DOTD’s Project Manager, the CMAR Contractor shall remediate or replace any work which the LA DOTD determines to be defective during the guarantee and warranty term.

If it should be found that portions of any Segment of the Project failed due to defective material or faulty workmanship and if such defective portions cause any breakdown or accident, the CMAR Contractor will not only be required to furnish and install the replacement portion, but

shall also be held responsible to the LA DOTD for all expenses due to accident or breakdown caused by such a failure, including the repair or replacement of any other portion damaged by the failed portion and/or the replacement of any other portion or equipment when such replacement is necessitated by the replacement of the portion which is the subject of the warranty.

The term of this guarantee and warranty is three years after final acceptance of any applicable Segment.

This guarantee does not include an obligation by the CMAR Contractor, or the LA DOTD, to maintain the CMAR Contractor's work during the guarantee and/or warranty period, or otherwise.

104.05.1 Equipment, Instruction Sheets: For the purpose of this subsection, equipment shall be understood to mean and to include all equipment, Project components, apparatus, and/or all parts of such equipment (A) purchased or acquired by the CMAR Contractor subject to an express warranty provided by the manufacturer of the equipment, and (B) installed by the CMAR Contractor in accordance with the Construction Documents.

Instruction sheets that are required to be furnished by the manufacturer for installed Project equipment, apparatus, materials, supplies, and operations shall be delivered by the CMAR Contractor to the LA DOTD's Project Manager prior to final acceptance of any Segment, with the following written warranties and guarantees:

1. Unless otherwise specified, the manufacturer's standard warranty for each piece of installed Project equipment, Project component, or apparatus furnished under the CMAR Contract.
2. The CMAR Contractor's guarantee that, during the guarantee period, necessary repair or replacement of the warranted equipment, Project component, or apparatus will be made by the CMAR Contractor at no direct pay.
3. The CMAR Contractor's guarantee for satisfactory operation of installed Project equipment including, but not limited to, the mechanical and electrical systems furnished and constructed under the CMAR Contract for the guarantee period.

To the extent possible, the CMAR Contractor shall acquire all such warranties in the name of and for the benefit of the CMAR Contractor and the LA DOTD. Otherwise, the CMAR Contractor shall assign and subrogate all of the CMAR Contractor's rights under all express warranties of such equipment or Project components, or parts thereof, to the LA DOTD and deliver such to the LA DOTD for the final acceptance of the work in an applicable Segment.

The term of the warranty or guarantee period shall commence upon the final acceptance date of the applicable Segment. If it should be found that parts or portions of equipment failed due to defective material or faulty workmanship and if such parts should, within the manufacturer's

warranty period, cause any breakdown or accident, the CMAR Contractor, during the term of its guarantee period, will not only be required to furnish and install the replacement part, but will also be held responsible to the LA DOTD for all expenses due to accident or breakdown caused by such a failure, including the repair or replacement of any other equipment damaged by the failed equipment, and/or the replacement of any other equipment when such replacement is necessitated by the replacement of the equipment or part which is the subject of the warranty.

The CMAR Contractor shall insert one copy of all warranties and guarantees into the maintenance manuals specified. Routine maintenance during the guarantee period will be performed by the LA DOTD.

104.06 RETENTION OF RECORDS:

Add the following section:

The CMAR Contractor shall retain all records for five years from the latest Segment final acceptance under the Construction Services Contract. Required records include all accounts; papers; maps; plans; drawings; photographs; accounting documents, including the job ledger and cost detail; or other documentary materials, regardless of physical form or characteristics, made or received by the CMAR Contractor in connection with the Construction Services 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 CMAR Contractor shall maintain records of all required payrolls and of the details that comprise each Segment GMP and the total GMP. These records must be available at any time within five years from the latest Segment final acceptance at the request of the Louisiana Department of Transportation and Development (LA DOTD) for review and audit, if it is so deemed necessary by the Secretary.

**Special Provision 105
Control of the Work**

Section 105 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

105.01 AUTHORITY OF THE ENGINEER:

Delete this section in its entirety and replaced it as follows:

105.01 LA DOTD’S PROJECT ORGANIZATION AND AUTHORITY OF LA DOTD’S PROJECT MANAGER.

As designee of the Secretary, the Louisiana Department of Transportation and Development’s Project Manager (the “LA DOTD’s Project Manager”) has immediate charge of the Project. The LA DOTD’s Project Manager is responsible for the administration and satisfactory completion of the Project. The LA DOTD’s Project Manager will be delegated authority commensurate with that responsibility, including the authority to reject defective Material and construction that do not comply with Construction Services Contract requirements. The Construction Management at Risk Contractor (the “CMAR Contractor”) is required to submit all issues related to the Project through the LA DOTD’s Project Manager. The LA DOTD’s Project Manager will decide all questions that may arise, including, but not limited to, the following topics:

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

The decision of the LA DOTD’s Project Manager of the aforementioned will be in writing and will be delivered to the CMAR Contractor’s Project Manager as quickly as possible.

In addition to the authority to administer the Construction Services Contract, approve use of Allowances established in any Segment Guaranteed Maximum Price (the “Segment GMP”), and oversee and terminate the Construction Services Contract as expressly provided in other sections of the Construction Services Contract, the LA DOTD’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 CMAR Contractor to correct those conditions;
- 4) The CMAR Contractor's failure to carry out provisions of the Construction Services Contract;
- 5) The CMAR Contractor's failure to carry out directions of the LA DOTD's Project Manager;
- 6) The CMAR Contractor's failure to comply with state or federal law or regulation;
- 7) The CMAR Contractor's non-conformance with the Maintenance of Traffic provisions of the Construction Services Contract, causing serious disruptions to traffic operations;
- 8) The LA DOTD's Project Manager's determination that suspension is necessary because of unsuitable weather; or
- 9) For any other condition or reason deemed to be in the public interest.

When work is suspended due to acts, failures to act, or omissions of the CMAR Contractor, all delays resulting therefrom shall be non-excusable delays and non-compensable.

105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS:

Add the following sections:

105.03.4 Existing Improvements and Conditions:

The CMAR Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that thorough investigation of these conditions is a CMAR Contractor obligation under this Construction Services Contract. The CMAR Contractor's investigation and understanding of these conditions is instrumental in preparing each Segment GMP. The CMAR Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or to the Pre-Construction Services Price or to any Segment GMP arising from Project conditions that the CMAR Contractor discovered or, in the exercise of reasonable care, should have discovered in CMAR Contractor's obligatory investigations.

105.03.5 Design Errors or Omissions:

The CMAR Contractor acknowledges that as part of its pre-construction services it participated in the development and review of the Construction Documents. The CMAR Contractor's participation in the design development process was instrumental in preparing each Segment GMP. Before submitting each Segment GMP Proposal, the CMAR Contractor reviewed the drawings, Specifications, and other Construction Documents and must have notified the LA DOTD and Design Professional of any errors, omissions, or discrepancies in the drawings, Specifications, and other Construction Documents of which it was aware. The CMAR Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or any Segment GMP for errors or omissions in the Construction Documents that the CMAR Contractor discovered or, in the exercise of reasonable care, should have discovered during the CMAR Contractor's participation in the pre-construction services design review process that CMAR Contractor did not bring to the attention of the LA DOTD in a timely manner.

105.09 AUTHORITY AND DUTIES OF PROJECT ENGINEER:

Delete this section in its entirety and replace it as follows:

105.09 MEETINGS

Add the following new section in its entirety:

The CMAR Contractor shall participate in meetings as indicated in this Special Provision 105. The party leading the meeting must record minutes of all meetings and distribute them within seven Calendar 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;
- D) Due dates for identified action items; and
- E) Maintenance of the risk register.

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

105.09.1 Progress Meetings:

Progress meetings must be held at least weekly throughout the progress of the Project. The CMAR Contractor shall prepare the agenda in consultation with the LA DOTD'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 LA DOTD's Project Manager shall lead the meetings.

The CMAR Contractor's Key Personnel shall attend the progress meetings.

A typical agenda shall 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) A review of the risk register and updates as needed;
- D) Field observations, problems, and decisions;
- E) Identification of issues affecting planned progress;
- F) Planned activities for the coming two-week period;
- G) Maintenance of quality and Work standards;
- H) Safety;
- I) Environmental issues;
- J) Schedule updates (monthly) and a three week look-ahead schedule;
- K) Maintenance of Traffic items;
- L) The status of Change Orders, if any; and
- M) The use and status of all Allowances in each Segment GMP.

105.09.2 Special Meetings:

The LA DOTD's Project Manager may require special meetings at any time and that all or specified CMAR Contractor Key Personnel must attend. These meetings may include risk management meetings, partnering sessions, or other as-needed meetings.

105.17 ACCEPTANCE:

Delete this section in its entirety and replaced it as follows:

105.17 ACCEPTANCE.

105.17.1 Partial Acceptance: When the CMAR Contractor satisfactorily completes a portion of a Segment of the Project that can be used advantageously for traffic or other use, the CMAR Contractor may request the LA DOTD's Project Manager to make final inspection of that portion. When the LA DOTD's Project Manager finds upon inspection that the portion of the Segment has been completed in compliance with the CMAR Contract, the LA DOTD's Project Manager may accept that portion of the Segment as being completed and the CMAR Contractor shall be relieved of further responsibility for that portion of the Segment and from further liability to the public.

Partial acceptance of a Segment of the Project shall not be made until the portion of the Segment being accepted has been completed in its entirety, including, all safety devices, signs, and striping. When partial acceptance is made, the terms of acceptance, including the responsibilities of all parties and any allowance of additional CMAR Contract time, shall be set forth in a change order, mutually agreed to by the LA DOTD's Project Manager and the CMAR Contractor. Such partial acceptance shall not void or alter any terms of the CMAR Contract, except as set forth in the change order.

105.17.2 Final Acceptance: Upon notice from the CMAR Contractor of presumptive completion of an entire Segment of the Project, the LA DOTD's Project Manager will make an inspection. When the inspection discloses any work as being unsatisfactory, the LA DOTD's Project Manager will give the CMAR Contractor instructions for correction of same. The CMAR Contractor shall immediately comply with such instructions. If CMAR Contract time is stopped by the LA DOTD's Project Manager, all corrections shall be completed within 30 Calendar Days or CMAR Contract time will resume along with any additional stipulated damages. Upon correction of the work, another inspection shall be made which shall constitute final inspection, provided the work has been satisfactorily completed. In such event, the LA DOTD's Project Manager will notify the CMAR Contractor in writing of the acceptance.

When all of the work provided for in the CMAR Contract for a Segment of the Project is found satisfactorily completed, that inspection shall constitute the final inspection of that Segment. The LA DOTD's Project Manager will recommend final acceptance of that Segment of the Project to the Chief Engineer. Upon final acceptance of a Segment of the Project by the Chief Engineer, the CMAR Contractor will be notified in writing.

Special Provision 107
Legal Relations and Responsibility to Public

Section 107 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

107.28 SOIL EROSION:

Add the following new section in its entirety:

The Construction Management at Risk Contractor (the “CMAR Contractor”) 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 that 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 CMAR Contractor shall submit to the Louisiana Department of Transportation and Development’s Project Manager (the “LA DOTD’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 CMAR Contractor 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 shall be started until the erosion control schedules and methods of operation have been accepted by the LA DOTD’s Project Manager. If conditions change during construction, the CMAR Contractor may be required to submit a revised schedule for acceptance as directed by the LA DOTD’s Project Manager. Whenever the CMAR Contractor’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 plans, the CMAR Contractor shall conduct the Work in accordance with Section 204 of the Standard Specifications. In carrying out the control measures under this Special Provision 107, the CMAR Contractor 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 CMAR Contractor shall submit grading plans for all borrow pits or areas of spoil or waste areas to the LA DOTD’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 LA DOTD's Project Manager will inform the CMAR Contractor of unsatisfactory construction procedures and operations insofar as erosion control is concerned.

If the unsatisfactory construction procedures and operations are not corrected promptly, the LA DOTD'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 CMAR Contractor.

107.29 HAZARDOUS MATERIAL REPORTING AND CLEAN-UP OF SPILLS:

Add the following new section in its entirety:

The CMAR Contractor 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 CMAR Contractor shall be responsible for reporting past spills encountered during construction and current spills not associated with construction. Reports must be made immediately to the LA DOTD's Project Manager if on state right-of-way (ROW) or to the property department if outside of state ROW. Unreported spills identified after construction and associated with construction of the Project will be cleaned up by the CMAR Contractor. Failure to report or respond to a spill will result in the CMAR Contractor 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 CMAR Contractor making a new discovery of Hazardous Materials that are not identified in the Contract Documents. The CMAR Contractor 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 CMAR Contractor or any of its subcontractors or the CMAR Contractor's or subcontractor's employees or agents.

Except where generator status is addressed specifically in the Standard Specifications, between the CMAR Contractor and the LA DOTD, (A) the LA DOTD shall not be deemed the generator under 40 C.F.R. Part 262 and the arranger under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with respect to hazardous materials introduced or brought onto the Project ROW by the CMAR Contractor, or a party affiliated in any way with the CMAR Contractor, and third-party hazardous materials (except for hazardous materials introduced or brought onto the Project ROW by the LA DOTD); and (B) the CMAR Contractor shall not be deemed the generator under 40 C.F.R. Part 262 or the arranger under Section 107(a) of CERCLA with respect to pre-existing hazardous materials and third-party hazardous materials.

107.30 THE CMAR CONTRACTOR'S RESPONSIBILITY FOR THE TRAVELING PUBLIC:

Add the following new section in its entirety:

The CMAR Contractor 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 CMAR Contractor 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 CMAR Contractor'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 CMAR Contractor 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 shall be handled by the CMAR Contractor, even though a Subcontractor may have introduced the hazard that caused the damage. The CMAR Contractor 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 CMAR Contractor's claims procedure, along with a written copy of the CMAR Contractor's name, address, and telephone number and the name and title of the CMAR Contractor's individual assigned to damage claim response. The CMAR Contractor 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 LA DOTD's Project Manager upon request.

107.31 DISPUTE RESOLUTION:

Add the following new section in its entirety:

107.31.1 Scope of the Procedure:

The following dispute resolution procedure covers all disputes between the LA DOTD and the CMAR Contractor arising from this Construction Services Contract. This procedure is non-binding. Compliance with this procedure is a condition precedent to any litigation. 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.

The parties agree to make a diligent, good-faith effort to attempt to amicably resolve all disputes arising under or relating to this Construction Services Contract by conference and negotiations. The LA DOTD's Project Manager and CMAR Contractor's Project Manager shall use their best efforts to settle any dispute within 15 days of the dispute arising.

107.31.2 Continuation of Performance:

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

107.31.3 Informal Mediation by the LA DOTD Chief Engineer:

If a dispute arises between the LA DOTD and CMAR Contractor regarding this Construction Services Contract, and the dispute is unable to be resolved in accordance with Section 107.31.1, 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 14 Calendar 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 30 Calendar 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 Section 107.31.4 and the dispute shall be resolved in accordance with that process.

107.31.4 Formal Mediation:

The LA DOTD and CMAR Contractor agree that if the informal mediation process described in Section 107.31.3 fails, then the parties will submit to at least four hours of formal mediation, as described below.

A) Mediator

The LA DOTD and CMAR Contractor shall each propose three possible mediators located in Louisiana. The parties shall then have 14 Calendar Days to evaluate and agree on a mediator. If the parties are unable to agree on a mediator, the LA DOTD's Chief Engineer shall select a mediator from those proposed by the parties. The LA DOTD and CMAR Contractor recognize that at the formal mediation and at every other point in the proceedings the mediator will not be acting as a legal advisor or representative for any party.

B) Formal Mediation Procedure

The formal mediation will involve the LA DOTD and CMAR Contractor 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 CMAR Contractor. The LA DOTD and CMAR Contractor shall consult with legal counsel before signing documents that result from the formal mediation.

C) Confidentiality

The LA DOTD and CMAR Contractor 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 CMAR Contractor agree to not subpoena or otherwise require the mediator 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 CMAR Contractor will share equally in the costs of the formal mediation.

107.31.5 Judicial Authority:

The process contained in this Section 107.31 must be exhausted prior to an appeal to any judicial authority.

107.31.6 Venue

Any legal proceedings relating to any dispute under this Construction Services Contract will be filed in a State court of competent jurisdiction in East Baton Rouge Parish, Louisiana.

**Special Provision 108
Prosecution and Progress**

Section 108 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

108.01 SUBLETTING OF CONTRACT.

Delete this section in its entirety and replace it as follows:

108.01 SUBLETTING OF CONTRACT.

The Construction Management at Risk Contractor (the “CMAR Contractor”) shall not sublet any portion of the Construction Management at Risk Contract (the “CMAR Contract”), excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise (DBE). If such consent is given, the CMAR Contractor may sublet a portion of the work, but shall perform with the CMAR Contractor’s own organization as follows:

- A) For Construction Management at Risk Segment 1 (the “CMAR Segment 1”), at least 35% of the Segment Guaranteed Maximum Price (the “Segment GMP”) for CMAR Segment 1;
- B) For all subsequent Segments, the self-performance requirement shall be as developed during pre-construction services and assigned by the Louisiana Department of Transportation and Development (LA DOTD) for each Segment and included in the Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal”). In no event, however, shall the self-performance requirements for any Segment be less than 30%; and
- C) In no event on any Segment shall the percentage of the work of any individual Subcontractor exceed the percentage of the work of the CMAR Contractor without the explicit approval of the LA DOTD, in its sole discretion.

Any items designated in the CMAR Contract as “Specialty Items” may be performed by subcontract and the cost of such may be deducted from the appropriate Segment GMP before computing the amount of work required to be performed by the CMAR Contractor with the CMAR Contractor’s own organization.

The CMAR Contractor shall indemnify the LA DOTD, its officers, and employees from any loss of any kind, including loss of funding, resulting from its failure to perform the self-performance requirements as provided above.

By executing the CMAR Contract, the CMAR Contractor acknowledges and agrees that a subcontract shall incorporate all applicable requirements and provisions of the CMAR Contract between it and the LA DOTD, including the insurance requirements in Standard Specifications

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Section 107.02, and that subcontracts do not relieve the CMAR Contractor of any of its obligations, liabilities, or guarantees under this CMAR Contract or included bonds.

The CMAR Contractor shall indemnify the LA DOTD, its officers, and employees from any loss of any kind, including loss of funding, resulting from the failure of any of its subcontractors to comply with the terms of this CMAR Contract. Any such indemnification shall be in addition to the terms of Special Provision 110.

Any failure by the CMAR Contractor to comply with the requirements of Special Provision 110 may result, at the discretion of the LA DOTD, in a reduction of payment up to the full federal participation in said payment for any item(s) of affected work, whether or not the work itself is acceptable. Such reduction shall not be applied to the payment of a DBE unless the DBE is the proximate cause of said reduction.

A subcontractor shall not further subcontract to a third party any portion of its authorized work, including work sublet to an authorized DBE, but excluding acquisition of materials, without prior written consent from the LA DOTD's Compliance Program and Construction Division. If consent is given, the CMAR Contractor will then be required to submit a Form OMF-1A(CMAR), Request to Sublet, to the Compliance Program and Construction Division.

108.03 CONSTRUCTION PROGRESS SCHEDULE:

Delete this section in its entirety and replace it as follows:

108.03 START AND PROGRESS OF WORK:

Add the following new section in its entirety:

108.03.1 Baseline Progress Schedule:

The Construction Management at Risk Contractor (the "CMAR Contractor") shall prepare and submit to the Louisiana Department of Transportation and Development's Project Manager (the "LA DOTD's Project Manager") with each Segment Guaranteed Maximum Price Proposal (the "Segment GMP Proposal") a Baseline Progress Schedule as per Appendix 108B – Baseline Progress Schedule for approval. Any proposed changes to the approved Baseline Progress Schedule must be presented in a narrative form with explanations for each change. The Baseline Progress Schedule must show the order in which the CMAR Contractor proposes to perform the Work on each Segment as well as the Project overall, 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 the critical features (including, procurement of Materials, plant, and Equipment), and the contemplated dates for completing the same. The Baseline Progress Schedule must be in a suitable scale to indicate graphically the total percentage of Work scheduled to be completed at any time. The Louisiana Department of

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Transportation and Development (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, if applicable.

The schedule must be cost loaded by activity using the schedule of values from the Segment GMP Proposal and the total cost of each Segment must match the Segment Guaranteed Maximum Price (the “Segment GMP”).

The Baseline Progress Schedule shall not contain any of the following:

- 1) Excessive leads or lags; or
- 2) Assigned constraints, except those specified in the Contract Documents.

The purpose of this scheduling requirement is to ensure adequate planning and execution of the Work, used as a basis for time extensions and to evaluate the progress of the Work. Approval by the LA DOTD regarding the Baseline Progress Schedule shall not be construed to imply approval of any particular method or sequence of construction or to relieve the CMAR Contractor 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 shall not be construed to modify or amend the Construction Services Contract or any date of completion therein.

At the end of each payment estimate period, or at such additional intervals as directed by the LA DOTD’s Project Manager, the CMAR Contractor shall do the following:

- a) Adjust the schedule to reflect any changes in the Work dates, logic, phasing, durations, or Contract Time extensions granted by Change Order;
- b) Enter on the time-price curve the cumulative total percentage of Work actually in place;
- c) Describe any changes in the critical path in a written narrative and reasons for the changes, original durations, logic changes, new activities, and deleted activities; and

- d) Submit three copies of the proposed adjusted Baseline Progress Schedule to the LA DOTD's Project Manager for approval.

If, in the opinion of the LA DOTD's Project Manager, the specified Work falls behind the Baseline Progress Schedule, the CMAR Contractor shall take such actions as are necessary to improve its progress. If the CMAR Contractor 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 completion dates set forth in the Construction Services Contract. The CMAR Contractor shall not be entitled to any additional compensation unless provided for in other provisions of the Construction Services Contract on account of the requirement to put the Work back on schedule. In preparing the revised Baseline Progress Schedule, the CMAR Contractor shall consider increasing its Work force, construction plant and Equipment, or number of Work shifts. If the LA DOTD's Project Manager does not approve the proposed Baseline Progress Schedule revision, the CMAR Contractor shall submit a new revision.

The Baseline Progress Schedule and updates must be submitted by the CMAR Contractor as a part of the weekly progress meetings and will be reviewed by the LA DOTD for approval at least monthly.

The CMAR Contractor 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 Baseline Progress Schedule will be solely the CMAR Contractor's obligation and must not be charged to the LA DOTD unless provided for in other provisions of the Construction Services Contract.

The CMAR Contractor shall also furnish a three-week look-ahead schedule on a weekly basis indicating the number of personnel, kind of Equipment, and location and nature of the Work to be performed.

108.03.2 Failure to Submit Baseline Progress Schedule or Update:

If the CMAR Contractor fails to submit a Baseline Progress Schedule or any revision or update when required, the LA DOTD's Project Manager will suspend payment for the applicable monthly estimate.

108.03.3 Monthly Progress Reports:

The CMAR Contractor shall submit a monthly progress report with each payment request, consisting of the following:

- A) A progress narrative;

- B) A monthly Baseline Progress Schedule update for approval by the LA DOTD's Project Manager (Section 108.03 and Appendix 108B);
- C) A 30-day look-ahead schedule;
- D) A Change Order status report;
- E) A monthly subcontract report;
- F) Quantity calculations;
- G) An updated Contract Submittals List (CSL);
- H) A summary of hazardous and contaminated substance activities;
- I) Project photographs; and
- J) A statement of Materials and labor used.

108.03.4 Progress Narrative:

The CMAR Contractor shall prepare and submit a monthly progress narrative. The progress narrative must summarize the following information:

- A) Activity and progress for the Construction Services Contract, including construction and identification of the start and completion dates of Work on each Segment and the Project overall;
- B) Problems/issues that arose during the period and remaining problems/issues to be resolved;
- C) Resolution of problems/issues raised in previous progress reports or resolved during the period;
- D) 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;
- E) Explanations for any changes in the critical path;
- F) Issues which may need the LA DOTD's Project Manager's attention or action for the next month and existing issues with pending decisions;
- G) A record of the allowances and a description of the payments made from each;

- H) Future developments and expected achievements;
- I) Delays, status, and pending decisions; and
- J) A separate accounting narrative, including the following:
 - 1) Monthly and job-to-date progress;
 - 2) Percent versus cost percentage on each pay item; and
 - 3) Current encumbrances and expenditures to the budget allocations in each Segment GMP.

108.03.5 Change Order Status Report:

The CMAR Contractor shall provide a report of outstanding Change Order requests containing the following:

- A) The CMAR Contractor's and LA DOTD'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.

108.03.6 Subcontract Report:

As part of the monthly progress report, the CMAR Contractor shall submit a Subcontract report providing the LA DOTD with an updated list of Subcontractors (at all tiers). The location where the Subcontractors worked must be shown.

The CMAR Contractor shall also report the results of all procurements completed in the previous month, including those procured competitively and by other means. The CMAR Contractor 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.

108.03.7 Safety Monthly Report (Form SAF):

The CMAR Contractor shall complete and submit Form SAF monthly. Failure to submit Form SAF could result in the monthly estimate being held or a portion thereof.

108.03.8 Contract Submittals List:

Within 30 Calendar Days of Notice to Proceed (NTP), the CMAR Contractor shall provide a list of submittals required under the Construction Services Contract (i.e., shop drawings, required permits, and pile driving plans). The CSL shall show a schedule submission date for each submittal and identify the earliest activity affected by each of these submittals. The list must show the record of submittals made to date and show the submittals due over the next three-month period along with long lead time items. This list shall be revised and updated monthly with each Baseline Progress Schedule submission.

108.03.9 Project Accounting:

The CMAR Contractor shall utilize its standard accounting system that will enable the CMAR Contractor to plan effectively and to monitor and control for the Project the funds available, cash flow, costs, contract modifications, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. The Project accounting system utilized by the CMAR Contractor shall serve as a basic accounting tool and an audit trail. This information shall be provided to the LA DOTD upon request. The CMAR Contractor shall retain all Project files in a manner consistent with proper accounting procedures that are sufficient for an audit by the LA DOTD for a period of five years after the latest Segment final acceptance. The Project accounting system shall include the following reports:

- A) Cost Status Report

The Cost Status Report shall present the budget, estimate, and baseline costs (awarded Subcontracts and purchase orders) for any given Subcontract or budget line item. The Cost Status Report shall show approved contract modifications for each Subcontract that, when added to the base-line costs, shall become the revised costs. Pending contract modifications shall also be specifically identified and incorporated into the Cost Status Report to illustrate the total estimated probable cost to complete the Project.

B) Payment Status Report

The Payment Status Report shall show the value in place (both current and cumulative), the amount invoiced to the CMAR Contractor (both current and cumulative) by Subcontractors, the amount paid by the CMAR Contractor to date to Subcontractors, the retainage, the amount payable (both current and cumulative) to Subcontractors, and the balance remaining. A summary of this report shall accompany each pay request.

C) Detailed Status Report

The Detailed Status Report shall show the complete activity history of each item in the Project accounting structure. The Detailed Status Report shall include the budget, estimate, and baseline cost figures for each Subcontract. The Detailed Status Report shall give the Construction Services Contract modification history, including, Construction Services Contract modification numbers, descriptions, proposed and approved dates, the proposed and approved dollar amounts and detailed reasons for the Construction Services Contract modification, and parties responsible. The Detailed Status Report shall also show all pending or rejected Construction Services Contract modifications. The payment history shall include the date, value-in-place, retainage, and accounts payable.

D) Cash Flow Diagram

The Cash Flow Diagram shall show the projected accumulation of cash payments by the CMAR Contractor against the applicable Project cash flow. Projections shall be generated for anticipated monthly payments as well as cumulative payments.

E) Job Ledger/Cost Detail

The Job Ledger/Cost Detail shall be maintained as necessary to supplement the operation of the Project accounting system. The job ledger will be used for this Project to provide construction cost accountability for indirect cost items as shown in each Segment GMP, indirect cost expenses, and costs requiring accounting needs.

The CMAR Contractor shall provide sufficient timely written detail as requested and as often as monthly. Cost control reports for the Project shall permit the LA DOTD and CMAR Contractor to control and adjust Project requirements, needs, materials, equipment, labor, and site elements so that construction for each Segment of the Project shall be completed at a cost that will not exceed the corresponding Segment GMP.

108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME:

Delete this section in its entirety and replace it as follows:

108.07 EXTENSION OF TIME:

Add the following new section in its entirety:

If a Project has been under partial or full suspension, upon lifting of the suspension, the LA DOTD's Project Manager will furnish the CMAR Contractor a statement showing the number of Calendar Days charged during the partial or full suspension period and will identify the Calendar Days remaining for each affected Segment in the Construction Services Contract. The CMAR Contractor 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 CMAR Contractor as correct. Only by mutual written agreement will the final acceptance deadline of any Segment be extended or amended except when the LA DOTD orders Extra Work.

If the LA DOTD's Project Manager finds that the Work was delayed because of conditions beyond the control and without the fault of the CMAR Contractor or its Subcontractors or suppliers, at the sole discretion of the LA DOTD's Project Manager, the LA DOTD's Project Manager may extend the Contract Time in such amount as the conditions justify and in accordance with this Section 108.07.

If the LA DOTD's Project Manager determines that the Extra Work does not impact the Critical Path of any Segment or of the Project overall and was beyond the CMAR Contractor's control, the additional time will not be granted. In all cases where Extra Work necessitates the extension of time, the extension shall be shown in the CPM to show the impact to the critical path and addressed in the Change Order for the Extra Work. Time will only be awarded for impacts to the critical path.

In no event shall the Contract Time or any Segment GMP be adjusted for conditions that could or should have been identified by the CMAR Contractor through its investigations, plan reviews, or survey of existing conditions conducted pursuant to the Pre-Construction Services Agreement.

108.13 KEY PERSONNEL:

Add the following new section in its entirety:

The CMAR Contractor's Key Personnel are as follows, and shall possess the minimum qualifications stated in Appendix 108C to this Special Provision 108:

- a. Principal-in-Charge;

- b. CMAR Contractor's Project Manager;
- c. Pre-Construction Manager;
- d. Construction Manager;
- e. Construction Quality Control Manager;
- f. Construction Safety Manager;
- g. Disadvantaged Business Enterprise Manager;
- h. Public Information Manager;
- i. Lead Estimator; and
- j. Lead Scheduler.

The CMAR Contractor's Project Manager must be the CMAR Contractor's representative and single point of contact.

The LA DOTD's Project Manager may designate other positions as Key Personnel, however, the Key Personnel specifically identified in this Section 108.13 and in the Pre-Construction Services Agreement must continue for the duration of the Project, unless specifically agreed to by the LA DOTD's Project Manager.

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

108.13.1 Directory:

Within 14 Calendar Days after NTP, the CMAR Contractor shall submit to the LA DOTD's Project Manager a directory and organizational chart showing all of its Key Personnel. The directory must be updated throughout the Construction Services Contract as changes occur. The directory must include the names, titles, areas of responsibility, office address and location, office telephone number, E-mail address, and mobile number of Key Personnel and the CMAR Contractor's construction superintendents. The CMAR Contractor 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 Construction Services Contract.

The LA DOTD's Project Manager will provide a directory of the LA DOTD's Project staff to the CMAR Contractor.

108.13.2 Temporary Absence of Key Personnel:

If any of the Key Personnel plans to be absent from the site for more than 48 hours, the CMAR Contractor shall inform the LA DOTD's Project Manager in writing seven Calendar Days in advance of an "acting" to represent the absent Key Personnel.

108.13.3 Changes in Key Personnel:

The CMAR Contractor shall submit the names and qualifications of proposed replacement Key Personnel to the LA DOTD's Project Manager 30 Calendar Days in advance of any replacement of any Key Personnel. The LA DOTD's Project Manager will have the sole discretion to either reject or approve any proposed replacement Key Personnel.

The CMAR Contractor shall change Key Personnel only upon receipt of a written consent from the LA DOTD's Project Manager. The LA DOTD's Project Manager may require written justification from the CMAR Contractor explaining the replacement of any Key Personnel.

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**APPENDIX 108A
FORM SAF
Monthly Safety Report Format**

CMAR Contractor: _____

Period Covered (Month and Year): _____

Name of CMAR Contractor’s Construction 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 CMAR Contractor:

(Signature)

CMAR Contractor’s Project Manager

(Printed or typed name) Board Director

(Date)

(Signature)

(Date)

**APPENDIX 108B
BASELINE PROGRESS SCHEDULE
(Critical Path Method Schedule)**

1.0 DESCRIPTION

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

1.1 GENERAL

Each Segment and the Project overall 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 most recent edition of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America (AGC). The Baseline Progress Schedule shall be used for coordination and monitoring of all Work under the Construction Services Contract, including, all activities of Subcontractors and construction; shall compare the Work performed to the Contract Time for each Segment and the Project overall and phasing requirements; and shall assign necessary resources for administration of the Construction Services Contract.

Approval of the schedule by the Louisiana Department of Transportation and Development's Project Manager (the "LA DOTD's Project Manager") shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Construction Management at Risk Contractor (the "CMAR Contractor") of providing sufficient Materials, Equipment, and labor to guarantee completion of the Project in accordance with the Construction Services Contract. Approval of any version of the Baseline Progress Schedule shall not be construed to modify or amend the Construction Services Contract.

Failure by the CMAR Contractor to include in the Baseline Progress Schedule any element of Work required for the performance of the Construction Services Contract shall not excuse the CMAR Contractor from completing all Work required within the completion date(s) specified in the Construction Services Contract notwithstanding approval of the schedule by the LA DOTD'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 CMAR Contractor.

If the CMAR Contractor fails to comply with the provisions of this Appendix 108B – Baseline Progress Schedule, the LA DOTD's Project Manager may suspend payment for the first monthly estimate and subsequent estimates depending on the submittal and approval dates.

1.2 BASELINE PROGRESS SCHEDULE SUBMITTAL

The CMAR Contractor shall prepare and submit a Baseline Progress Schedule for each Segment and the entire Project as a part of each Segment GMP Proposal.

The CMAR Contractor will incorporate into the Baseline Progress 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 LA DOTD's Project Manager and other outside agencies (such as shop drawing reviews), and all utility Work or work by other contractors within or near the Project limits.

2.0 SOFTWARE

The CMAR Contractor shall prepare all schedules in the 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.

3.0 SCHEDULE REQUIREMENTS

3.1 GENERAL

The CMAR Contractor's Baseline Progress Schedule shall meet the following requirements:

A) Baseline Progress Schedule Format

The CMAR Contractor shall use the precedence diagramming method. The WBS of the Baseline Progress Schedule shall be formatted in a manner consistent with the pricing and payment method contained in the Construction Services Contract.

B) Project Calendars

Holidays and non-Work days, such as weather days, shall be established in coordination with the LA DOTD'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-

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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 CMAR Contractor shall subdivide the Work into individual activities having durations of no longer than 30 Calendar Days each. Exceptions to this rule will be reviewed by the LA DOTD'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 LA DOTD's Project Manager. If requested by the LA DOTD's Project Manager, the CMAR Contractor shall furnish production rates or other information needed to justify the reasonableness of activity time durations.

4) Weather Conditions

Expected seasonal weather conditions, such as precipitation and temperature, shall be included by the CMAR Contractor in the planning and scheduling of activities in accordance with the LA DOTD's Project Manager.

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

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 affected Segment, or the Project overall, to last longer.

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

- a) Excessive leads or lags, as determined solely by the LA DOTD;
- b) Assigned constraints, except as specified in the Contract Documents or as specifically allowed by the LA DOTD's Project Manager;
- c) Multiple calendars, except as allowed by the Contract Documents;
or

d) Progress override.

8) Activity Codes

Activities shall be coded to allow for the following summaries:

- a) Responsible party for the accomplishment of each activity (i.e., CMAR Contractor, Subcontractor, or LA DOTD). The name of each Subcontractor shall be included as soon as it is 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; and
- c) Area/location (i.e., bridges, ramps, and mainline station).

9) Activity Constraints

The CMAR Contractor shall not constrain the start or completion of any activity unless specifically required by the Construction Services Contract or specifically allowed by the LA DOTD's Project Manager.

10) Activity Price

The total price per activity shall be included. The total of the price-loaded schedule for each Segment shall equal the Segment GMP. A labor, Material, and Equipment cost breakdown is not required, but may be provided at the CMAR Contractor'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 CMAR Contractor shall submit to the LA DOTD's Project Manager three copies of the logic diagram (PERT chart) and three copies of the following activities listings:

- 1) Phase – 1st sort, Area/Location 2nd sort, then organized by start and total float. Activities listed in ascending order of their numbers;
- 2) Early Start Sort/Total Float – Activities listed in ascending order based on early start date and total float; and

3) Critical path sorted by phase and area and organized by start date.

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

The LA DOTD's Project Manager will review the Baseline Progress Schedule and then hold a discussion meeting with the CMAR Contractor. Within two weeks from this meeting the CMAR Contractor shall make adjustment to the Baseline Progress Schedule to eliminate conflicts, objections, and ambiguities found by the LA DOTD's Project Manager. The CMAR Contractor shall submit for review three copies of the revised Baseline Progress Schedule.

Upon completion of the final review by the LA DOTD's Project Manager, the CMAR Contractor shall incorporate the final revisions and submit two copies of the Baseline Progress Schedule, plus the electronic back-up copy of the 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 11-inch by 17-inch size sheets and not a continuous diagram. This final submission of the Baseline Progress Schedule shall be submitted for approval within one week of the CMAR Contractor's receipt of the LA DOTD's Project Manager's final review revisions.

3.2 BASELINE PROGRESS SCHEDULE UPDATING

The CMAR Contractor shall update the Baseline Progress 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 Baseline Progress Schedule data shall be submitted to the LA DOTD's Project Manager electronically. The CMAR Contractor shall provide updated activity number and total float/early start sorts, a 60 Calendar 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 Construction Services Contract dates, and the explanation of corrective action taken or proposed.

The LA DOTD's Project Manager shall conduct a monthly review of the updated Baseline Progress Schedule. The review shall occur after receipt of the CMAR Contractor's updated information and shall serve as a forum to discuss slippages, remedies, revisions, and other relevant issues. The CMAR Contractor's appropriate construction and scheduling personnel shall attend these working sessions. These reviews may result in the need for submission of revised Baseline Progress Schedules.

3.3 CHANGES TO THE APPROVED BASELINE PROGRESS SCHEDULE

The Baseline Progress Schedule shall accurately reflect the manner in which the CMAR Contractor intends to proceed with the Project. All changes made to the Baseline Progress

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 approval by the LA DOTD's Project Manager before inclusion in the Baseline Progress Schedule.

To initiate changes to the approved Baseline Progress Schedule, the CMAR Contractor shall meet with the LA DOTD's Project Manager and provide the information necessary to prepare a revised (updated) logic diagram and computer-generated schedule listing.

3.4 COMPLIANCE WITH THE BASELINE PROGRESS SCHEDULE

The CMAR Contractor 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 Baseline Progress Schedule to prevent Work stoppage and ensure completion of each Segment and the Project overall within the Contract Time and the GMP. Any additional or unanticipated costs or expense required to maintain the Baseline Progress Schedule shall be solely the CMAR Contractor's obligation and shall not be charged to the LA DOTD unless provided for in other provisions of the Construction Services Contract.

In the event the CMAR Contractor receives a notice of a change to the Construction Services Contract which is likely to cause or is causing delays, the CMAR Contractor shall notify the LA DOTD'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 therefor. The reasons for any revisions to the Baseline Progress Schedule must be succinct, comprehensive, and factual to merit consideration.

**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 15 years of experience in the management of roadway and bridge construction projects of a similar scope, nature, and complexity as this Project.
- B) **CMAR Contractor’s Project Manager:** The Construction Management at Risk Contractor’s Project Manager (the “CMAR Contractor’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) **Pre-Construction Manager:** The Pre-Construction Manager must have a minimum of ten years of project management experience in design and construction of roadway and bridge projects of a similar scope, nature, and complexity as this Project.
- D) **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.
- E) **Construction Quality Control Manager:** The Construction Quality Control Manager must have 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 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.
- F) **Construction Safety Manager:** The Construction Safety Manager must be a certified Traffic Control Supervisor by the American Traffic Safety Services Association (ATSSA). The Construction Safety Manager must have a minimum of five years of experience in a Traffic Control Supervisor capacity on roadway and bridge construction projects similar in scope and complexity as this Project.
- G) **Disadvantaged Business Enterprise Manager:** The Disadvantaged Business Enterprise Manager must have a minimum of five years’ experience related to the administration of a Disadvantaged Business Enterprise (DBE) Program in compliance with United States Department of Transportation (US DOT) regulations (49 C.F.R. Part 26), preferably in the certification of minority and

female owned firms under the Unified Certification Program. Alternatively, the DBE Manager must have seven years' experience related to the administration of a diversity and inclusion program, preferably with demonstrated success in improving the inclusion of women and/or minorities in the workplace. The DBE Manager's identified work experience must demonstrate excellent oral and written communication skills, preferably including the ability to conduct effective outreach programs to minority and female professionals and/or minority and female owned firms.

- H) **Public Information Manager:** The Public Information Manager is responsible for assisting the CMAR Project Team with public outreach and communication activities during the Pre-Construction Phase and managing the Project's public outreach and communication activities on a day-to-day basis during the Construction Services Phase. The Public Information Manager must have experience in public and media relations, and marketing or other related fields, on projects of similar size, type, and scope.
- I) **Lead Estimator:** The Lead Estimator must have a minimum of 15 years of experience in estimating roadway and bridge construction costs used in bid proposals, including the basis for these estimates that will be used in Construction Management at Risk (CMAR) open book cost models. This includes assessing price and risk.
- J) **Lead Scheduler:** The Lead Scheduler must have a minimum of ten years of experience in scheduling roadway and bridge construction projects, including pre-construction and construction activities, using Primavera or other industry standard software. Experience must include establishment of key milestones, deliverables, and dependencies, along with durations for design, pre-construction, procurement, construction management, and construction work.

**Special Provision 109
Measurement and Payment**

Section 109 of the Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

109.04.3 Force Account:

Delete this section in its entirety and replace it as follows:

109.04.3 Force Account

When “force account” is the method of payment, the Construction Management at Risk Contractor (the “CMAR Contractor”) shall be paid the direct cost of the work as determined and documented in Sections 109.04.3.1 through 109.04.3.2, 109.04.3.4, and 109.04.3.6 through 109.04.3.7 of the Standard Specifications and in this Special Provision 109, Sections 109.04.3.3 and 109.04.3.5. Jobsite Overhead, Home Office Overhead, and profit for all parties shall be considered fully compensated by the Margin agreed to in Section 3.2 of the Construction Services Contract and applied to allowable direct cost items described in Sections 109.04.3.1 through 109.04.3.2 and 109.04.3.4 of the Standard Specifications and the direct cost items described in this Special Provision 109, Section 109.04.3.3 and the direct cost for the Subcontractor and CMAR Contractor described in Section 109.04.3.5 of this Special Provision 109. In addition, the Margin may apply to an extension of time under Special Provision 108, Section 108.07, in the sole discretion of the LA DOTD’s Project Manager.

109.04.3.3 Equipment:

Delete this section in its entirety and replace it as follows:

109.04.3.3 Equipment

For authorized machinery or special equipment, the CMAR Contractor shall receive the rental rates agreed on in writing before such work is begun. For equipment rented from independent outside sources, the CMAR Contractor will be reimbursed the reasonable actual cost as shown on paid rental invoices. For company owned equipment, the CMAR Contractor will be reimbursed its internal cost recovery equipment charge rate consistent with its Segment Guaranteed Maximum Price Proposal (the “Segment GMP Proposal”). 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 CMAR Contractor 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. In addition, no Margin on equipment direct costs will be allowed if the CMAR Contractor chooses to use rental rate guide book prices instead of its internal cost recovery rates.

**Special Provision 110
Federal Requirements**

The Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

The following is added in its entirety:

110.01 REQUIREMENTS FOR FEDERAL AID PARTICIPATION PROJECTS

The CMAR Contractor 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 Appendix 110A – 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.

110.02 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 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 Construction Contracts contained in Appendix 110A, the DBE goal for approved subcontracting work on Construction Management at Risk Segment 1 (the “CMAR Segment 1”) of this Project is []% of the Segment Guaranteed Maximum Price (the “Segment GMP”) for CMAR Segment 1.

The DBE goal for construction services for subsequent Segments will be assigned as the corresponding Segment Constructions Services Scopes of Work are developed.

The Construction Management at Risk Contractor (the “CMAR Contractor”) shall submit Louisiana Department of Transportation and Development (LA DOTD) Form OMF-1A (CMAR) (Request to Sublet) and have it approved by the LA DOTD before any Subcontract work is done on the appropriate Segment of 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 C.F.R. Part 26).

110.03 BUY AMERICA PROVISIONS.

Pursuant to the “Buy America Provisions” of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current Federal Highway Administration (FHWA) regulation 23 C.F.R. §635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA)

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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 CMAR Contractor. 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 a Segment GMP or \$2,500, whichever is greater; however, the CMAR Contractor shall make written request to the LA DOTD's Director of Construction and Materials 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 CMAR Contractor.

Prior to the use of steel and iron materials in the project, the CMAR Contractor 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.

110.04 PREVAILING WAGES

The CMAR Contractor 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 110A. The CMAR Contractor shall comply and cause its Subcontractors to comply with all laws pertaining to prevailing wages.

It is the CMAR Contractor's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Construction Services Contract is in effect, the CMAR Contractor 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 CMAR Contractor's lack of knowledge or a misunderstanding of any such requirements or the CMAR Contractor's failure to include in a Segment GMP adequate increases in such wages over the duration of this Construction Services Contract.

The CMAR Contractor 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.

110.05 NON-DISCRIMINATION; EQUAL OPPORTUNITY

The CMAR Contractor 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 CMAR Contractor shall carry out, and shall cause the Subcontractors to carry out, applicable requirements of 49 C.F.R. Part 26. Failure by the CMAR Contractor to carry out these requirements is a material breach of this Construction Services Contract, which may result in the termination of this Construction Services Contract or such other remedy as LA DOTD deems appropriate (subject to the CMAR Contractor’s rights to notice and opportunity to cure set forth in this Construction Services Contract).

The CMAR Contractor shall include this Special Provision 110 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 CMAR Contractor confirms for itself and all Subcontractors that the CMAR Contractor 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 the CMAR Contractor and each Subcontractor maintains no employee facilities segregated on the basis of race, color, religion, or national origin. The CMAR Contractor 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 LA DOTD’s Supplemental Specifications for Specific Equal Employment Opportunity Responsibilities and Female and Minority Participation in Construction.

110.06 PARTICIPATION IN JOB TRAINING

If the CMAR Contractor 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 110A, the CMAR Contractor shall submit a written request to the LA DOTD’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 110A and the above hours.

Should the design formula not indicate that the CMAR Contract could support training, the CMAR Contractor may still train upon the approval of the LA DOTD.

110.07 FEDERAL-AID PARTICIPATION

When the United States government participates in the cost of the Work covered by the CMAR 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 CMAR Contract and will not interfere with the rights of either party thereunder.

110.08 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A) Pursuant to section 889 of the National Defense Authorization Act of 2019 (H.R. 5515 at pp. 282-284; Pub. L. 115-232) (NDAA), and as promulgated at 2 C.F.R. § 200.216, the Service Provider shall not procure or obtain the Covered Equipment and Services in the performance of this Contract.
- B) Covered Equipment and Services is defined to include any telecommunication or video surveillance equipment, systems, or services produced or provided by any of the following entities, or any subsidiary or affiliate of the following entities:
 - 1) Huawei Technologies Company;
 - 2) ZTE Corporation;
 - 3) Hytera Communications Corporation;
 - 4) Hangzhou Hikivision Digital Technology Company;
 - 5) Dahua Technology Company; or
 - 6) Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C) The burden of proof for the origin or place of production of telecommunications or video surveillance equipment, systems, or services is the responsibility of the Service Provider.
- A)D) Prior to the use of any telecommunication or video surveillance equipment, systems, or services pursuant to this Contract, the Service Provider shall furnish a

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certification to the LA DOTD's Project Manager stating that the telecommunication or video surveillance equipment, systems, or services are not Covered Equipment and Services pursuant to this Section 19.09, 2 C.F.R. § 200.216, and the NDAA.

Appendix 110A
LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT

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 LA DOTD's Project Manager;
- B) "Contractor," "prime contractor," "bidder," or "prospective primary participant" shall be construed to mean the CMAR Contractor or its authorized representative, including any of its Key Personnel;
- C) "Contract" or "prime contract" shall be construed to mean the CMAR Contract between CMAR Contractor 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 Statement of Qualifications (SOQ). A form to make the non-collusion affidavit statement required by 23 U.S.C. 112 is included in the Request for Qualifications (RFQ). (See Appendix C – Statement of Qualifications Forms, Form of Statement of Qualifications.)

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 CMAR Contractor 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 CMAR Contractor 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 CMAR Contractor 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

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).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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.

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).

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.

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.

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in

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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

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months, at which time the contractor's EEO policy and its implementation will be reviewed and 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:

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a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women 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.

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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.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways

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functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

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

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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 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

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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 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

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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 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.

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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.

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 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.

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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 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:

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"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 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

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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).

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

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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 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

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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:

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

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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.

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

**REQUIRED CONTRACT PROVISIONS
FOR
DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION
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: In accordance with 49 CFR Part 26.13, 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 and performance 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 contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor must carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor 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 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 contractor or other such remedy as DOTD deems appropriate. The contractor is encouraged to use the services offered by banks in the community which are owned and controlled by 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: All contractors and subcontractors are hereby advised that failure to carry out the requirements set forth above shall constitute a breach of contract and, after notification by DOTD may result in rejection of the bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as DOTD deems appropriate. 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 and attachments. Failure to submit Form CS-6AAA and attachments and/or reasonable good faith efforts' documentation within the specified time requirements will result in the Department taking the actions specified in Heading G(6) below. The utilization of DBE is in addition to all other equal opportunity requirements of the contract. The contractor must 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: For convenience, DOTD provides a list on its website of firms that have been certified as eligible to participate as DBEs 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. The Louisiana Department of Transportation makes no representations of the accuracy or completeness of this list on any particular date or time. Contractors considering the use of a particular DBE subcontractor are advised to obtain documentation of certification status from that subcontractor.

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 contractor and subcontractors for the contract items or portions of items being sublet as reflected on Form CS-6AAA and attachments, in accordance with the DOTD DBE Program, and the following criteria.

(1) Credit will only be given for use of DBEs that are certified by the Louisiana Unified Certification Program. Certification of DBEs 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 contractor is responsible for ensuring that the goal is met using DBEs that perform a commercially useful function.

The contractor 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

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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 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 contractor 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 contractor will not receive credit toward the goal.

(3) A DBE prime contractor 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 DBEs by a DBE prime will also be credited toward DBE participation provided the DBE subcontractor performs a commercially useful function.

(4) A contractor 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 contractor may count toward the DBE goal, when a DBE performs as a participant in a joint venture, the total dollar value of the contract equal to the distinct, clearly defined portion of work within the contract that the DBE performs with its own forces. The joint venture agreement must 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.

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(6) A contractor 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 of materials and supplies.
- b. The contractor 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 contractor.
- c. The contractor 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 must 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 contractor 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 contractor will not receive credit if the contractor makes direct payment to the material supplier. However, it may be permissible for a material supplier to invoice the contractor and DBE jointly and be paid by the contractor making remittance to the DBE firm and material supplier jointly. Prior approval by DOTD is required.

(9) With prior approval from the Compliance Programs Office, a DBE firm may lease equipment from a Prime Contractor. However, if a DBE firm leases equipment from a Prime Contractor, work performed with that equipment shall not be counted towards the achievement of the contract DBE goal. If a DBE firm has received approval from the Compliance Programs Office to lease a specialized piece of equipment from the prime contractor that they are currently performing work for on a specific project, goal credit will be decided in accordance with the Code of Federal Regulations.

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Lease agreements are required for any equipment leased by a DBE subcontractor before its use on the project and the lease agreement must be related to that specific project. All lease agreements, including signatures, must be submitted to the Compliance Programs Office in advance of use on the project. Upon receipt of any completed lease agreements, including signatures, the Compliance Programs Office staff will review and render a decision, after Department process is completed.

(10) The contractor will not receive credit toward the DBE goal for any subcontracting arrangement contrived to artificially inflate the DBE participation, as determined by the Department.

G. AWARD DOCUMENTATION AND PROCEDURE: This project has specific DBE goal requirements set forth in the Special Provision for DBE Participation in Federal Aid Construction Contracts. The bidder by signing this bid certifies that:

(1) The goal for DBE participation prescribed in the special provisions shall be met or exceeded and arrangements have been 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 DBEs as potential subcontractors. Bidders must contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and must retain, on file, proper documentation to substantiate their good faith efforts.

(3) Form CS-6AAA, "Attachment to Form CS-6AAA", and, if necessary, good faith effort documentation must be submitted to the DOTD by 5:00 p.m. on the due date which is set forth in the "apparent bid results" and "bid results" posted on the Department's website. Submittals **must** be entered online at <http://wwwapps.dotd.la.gov/administration/compliance/cs6aaa/home.aspx>. If necessary, the Good Faith Effort Documentation Form will also be filled out online at this time. Once reviewed and after the CS-6AAA is approved, an email will be sent back to the prime contractor to obtain the required signatures. After signatures are obtained, the entire document **must** then be sent electronically to dotdcs6aaacompliance@la.gov prior to 5:00 p.m. on the specified date required. The CS-6AAA form with original signatures must be submitted to the DOTD with all other documents also required for contract execution and approval.

Should a bidder protest or appeal any matter regarding the bidding or award of a contract in accordance with Subsection 102.13 of the 2016 Standard Specifications (Subsection 102.13 of the 2006 Louisiana Standard Specifications) after the scheduled time of bid opening, the Department will immediately suspend the time requirement for submission of Form CS-6AAA and Attachments until further notice and will notify all parties involved of the suspension. Once the protest has been resolved the Department

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will notify the low bidder and issue a date for submission of Form CS-6AAA and Attachments.

All attachments to Form CS-6AAA shall include:

- a. The names of the 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 including the specific items and portions of items of work, quantities, and unit price(s) of each item; and
- c. The total dollar value of each item 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 contractor attesting that negotiations are in progress and that it is the intention of the parties to enter into a subcontract within 60 calendar days from the time the contract is finalized between the contractor and DOTD.

It shall be the bidder's responsibility to ascertain the certification status of designated DBEs. An extension of time for submittal of Form CS-6AAA and Attachments will not be granted beyond the stated time. 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 apparent low bidder is not able to meet the DBE goal, the DBE participation which has been secured to meet a portion of the goal shall be listed on the Form CS-6AAA and attachments. They must be completed and submitted in accordance with Heading (3) above by the specified date. Documentation of adequate good faith efforts to meet the remainder of the goal must be submitted with the forms. Examples of good faith efforts are shown in Section J.

The DOTD's evaluation of good faith efforts in the pre-award stage will focus primarily on efforts made prior to submittal of the bid. For consideration, good faith efforts shall include the requirements listed in these provisions as well as other data the contractor feels is relevant.

(5) Form CS-6AAA and attachments, and documentation of good faith efforts, when appropriate, will be evaluated by the Compliance Programs Director in the selection of the lowest responsible bidder. The information provided must be accurate and complete.

The apparent low bidder's proposed attainment of the DBE goal and/or demonstration of good faith efforts will be considered in the award of the contract.

(6) An apparent low bidder's failure, neglect, or refusal to submit Form CS-6AAA and attachments committing to meet or exceed the DBE goal and/or documentation of good faith efforts, shall constitute just cause for the DOTD to reject the bid, pursue award to the next lowest bidder, or re-advertise the project. The original apparent low bidder will be declared irregular and will not be allowed to bid on the project should re-advertisement occur.

(7) The bidder has the right to appeal the DOTD's findings and rulings to the DOTD Chief Engineer. The bidder 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. If the DOTD Chief Engineer does not rule in favor of the original apparent low bidder, the new apparent low bidder must submit, in detail, its subsequent proposed DBE participation within the time specified on the notification from the Project Control Engineer.

(8) Agreements between the bidder and the DBE, whereby the DBE agrees not to provide subcontracting quotations to other bidders, are prohibited.

H. POST AWARD COMPLIANCE

(1) If the contract is awarded on less than full DBE goal participation, such award will not relieve the contractor of the responsibility to continue exerting good faith efforts. The contractor must submit documentation of good faith efforts, which can be found at <http://wwwapps.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 contractor shall establish a program which will effectively promote increased participation by DBE in the performance of contracts and subcontracts. The contractor shall also designate and make known to the DOTD a liaison officer who will be responsible for the administration of the contractor's DBE program.

(3) The contractor must enter into subcontracts or written agreements with all DBEs identified on Form CS-6AAA and attachments for the kind and amount of work specified. The subcontracting requirements of the contract will apply. DOTD requires that all DBE subcontracts or agreements be made available upon request.

(4) The contractor must 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.

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(5) At any point during the project when it appears that the scheduled amount of DBE participation may not be achieved, the contractor must provide evidence demonstrating how the goal will be met.

(6) If the contractor is unable to demonstrate to the DOTD's satisfaction that it failed to achieve the scheduled DBE participation due to reasons other than quantitative under runs or elimination of items contracted to DBE 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 contractor, 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. Commercially Useful Function is evaluated on a project by project basis.

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 administrative action against the contractor which may include but not be limited to terminating the contract; withholding a percentage of the contractor's next partial payment equal to the shortfall amount until corrective action is taken; or other action the DOTD deems appropriate. The contractor has the right to appeal the DOTD's finding and rulings to the DOTD Chief Engineer.

The contractor 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 contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The contractor must promptly pay subcontractors and suppliers, including DBEs, their respective subcontract amount within thirty (30) calendar days after the contractor receives payment from DOTD for the items satisfactorily performed by the subcontractors in accordance with 49 CFR Part 26.29(a). The contractor shall provide the DBE with a full accounting to include quantities paid and deductions made from the DBE's partial payment at the time the check is delivered. **Retainage may not be held by the contractor.** Delay or

postponement of payment to the subcontractor may be imposed by the contractor only when there is evidence that the subcontractor has failed to pay its labor force and suppliers for materials received and used on the project. Delay or postponement of payment must have written approval by the Project Engineer. Failure to promptly pay subcontractors 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 contractor, (2) disqualification of a contractor as non-responsive, or (3) any other such remedy under the contract as DOTD deems appropriate. All subcontracting agreements made by the contractor shall include the current payment to subcontractors' provisions as incorporated in the contract. All disputes between contractors and subcontractors relating to payment of completed work shall be referred to the DBE/SBE Oversight Committee. Members of the DBE/SBE Oversight Committee are: the Deputy Chief Engineer; the DOTD Compliance Programs Director; and an FHWA Division Representative.

(9) The contractor must meet the requirements of Subsection 108.01 Subletting of Contract, and must submit DOTD Forms OMF-1A, Request to Sublet and OMF-2A, Subcontractor's EEO Certification. The OMF-1A and OMF-2A (if applicable) forms must be entered online at <https://wwwapps.dotd.la.gov/administration/compliance/omfweb/login.aspx>. After submittal, all signatures must be obtained and then the entire document must be scanned and emailed to dotdomflacompliance@la.gov for review and approval. These forms must be approved by DOTD before any subcontract work is performed by any subcontractor, including all DBEs that appear on the CS-6AAA.

(10) DOTD reserves the right to withhold any partial payment from the contractor 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 contractor 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 contractor's DBE involvement during the contract, the level of effort by the contractor in meeting or exceeding the goal requirements in the contract, the contractor's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the contractor 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 AFTER AWARD

(1) The contractor must conform to the scheduled amount of DBE participation.

(2) Contract items designated to be performed by the DBE on Form CS-6AAA 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 contractor 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 that a contractor'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 contractor must be submitted to DOTD for approval. Pay items of work eliminated from the project should not diminish the contractor's efforts to meet the DBE goal.

(3) Under no circumstances can a contractor 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 and attachments, the contractor must immediately notify the DOTD Compliance Programs Section.

When a contractor's request to be relieved of the obligation to use the named DBE results in a DBE Goal shortfall, the contractor must 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 must be submitted to the DOTD in accordance with Section H(9) above, prior to proceeding with the work.

If the contractor is unable to replace a defaulting DBE with another DBE for the applicable item, a good faith effort shall be made to subcontract other items to DBEs for the purpose of meeting the goal. The DOTD Compliance Programs Section will determine if the contractor made an acceptable good faith effort in awarding work to DBE firms. The DOTD Compliance Programs Section may allow a waiver or adjustment of the goal as may be appropriate, depending on individual project circumstances. Any disputes concerning good faith efforts will be referred to the DBE/SBE Oversight Committee.

J. GOOD FAITH EFFORTS: Good faith efforts are required by the contractor 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 contractor's responsibility to provide sufficient evidence for DOTD to ascertain the efforts made. The contractor must demonstrate adequate good faith efforts to meet the contract goal by utilizing DBE participation prior to award and during the life of the contract. Good faith efforts include personal contacts, follow-

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ups and earnest negotiations with DBEs. 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 DBEs in order to increase the likelihood of achieving the stated goal. It is the contractor's 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. Selections of portions of work are required to at least equal the DBE goal in the contract.

(2) Solicits a reasonable number of DBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The contractor shall provide notice to a reasonable number of DBEs that their interest in the contract is being solicited, with sufficient time to allow the DBEs to participate effectively. The contractor shall seek DBEs in the same geographic area from which it generally seeks subcontractors for a given project. If the contractor cannot meet the goal using DBEs from the normal area, the contractor shall expand its search to a wider geographic area.

(3) Demonstrated efforts made to negotiate in good faith with interested DBEs for specific items of work include:

- a. The names, addresses and telephone numbers of DBEs 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 DBEs 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 DBEs 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 contractor's efforts to negotiate a reasonable price must be submitted. Rejecting a DBEs bid because it was not the lowest quotation received will not be satisfactory reason without an acceptable explanation of how it was determined to be unreasonable. A statement that the DBEs quotation was more than the contractor's bid price for an item or items will not be acceptable.

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- e. Copies of all bids and quotations received from DBE subcontractors and an explanation of why they were not used.
- ~~a.f.~~ Scheduling meetings to discuss proposed work or to walk the job-site with DBE.
- ~~a.g.~~ Informing DBE of any pre-bid conferences scheduled by the DOTD.
- ~~a.h.~~ Assisting DBE in obtaining bonding, insurance, or lines of credit required by the contractor.
- ~~a.i.~~ Evidence of DBEs contacted but rejected as unqualified, accompanied by reason for rejection based on a thorough investigation of the DBEs capabilities.
- ~~a.j.~~ Any additional information not included above which would aid the DOTD in evaluation of the contractor's good faith efforts.

(4) The following are examples of actions that will not be accepted as justification by the contractor 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 contractor 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 contractor 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 DBEs; 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 DBEs. When requested, the contractor shall submit all subcontracts and other financial transactions executed with DBEs

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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 contractor, subcontractor, or DBE.

L. REPORTING REQUIREMENTS: The contractor must enter monthly online payment reports on DBE involvement. At the conclusion of each estimate period the contractor must enter DBE payments for the previous month's reporting period. These payment reports are required until all DBE subcontracting activity is complete and paid for. Payment reports are required regardless of whether or not DBE activity has occurred in the monthly reporting period. Information on entering these DBE payments can be found at http://wwwsp.dotd.la.gov/Inside_LaDotd/Divisions/Administration/Compliance/Pages/Subcontractor_Payments.aspx.

Upon completion of all DBE participation, the contractor must submit an original, notarized form CP-2A, DBE/SBE Final Report, to the DOTD Compliance Programs Section with a copy to the project engineer detailing all DBE subcontract payments. The CP-2A form can be obtained at http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/Compliance/Pages/DBE_Admin_Unit.aspx. When the actual amount paid to DBEs is less than the award amount, a complete explanation of the difference is required. If the DBE goal is not met, documentation supporting good faith efforts must be submitted. Failure to submit the required reports will result in the withholding of partial payments to the contractor until the reports are submitted. All payments due to subcontractors which affect DBE goal attainment must be paid by the contractor before the DOTD releases the payment/performance/retainage bond.

The DOTD reserves the right to conduct an audit of DBE participation prior to processing the final estimate and at any time during the work.

M. APPLICABILITY OF PROVISIONS TO DBE BIDDERS: These provisions are applicable to all bidders including DBE bidders. The DBE bidder is required to perform at least 30 percent of the work of the contract with its own work force in accordance with the terms of the contract, normal industry practices, and the DOTD DBE Program. If the DBE bidder sublets any portion of the contract, the DBE bidder must comply with provisions regarding contractor and subcontractor relationships. A DBE prime contractor 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.

**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, pre-apprenticeship 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

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- 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

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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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Calcasieu and Cameron Counties

	Rates	Fringes
LABORER: Common or General.....	\$12.79	1.73

 * LABO0762-004 01/01/2005

Grant, Lafayette, and Rapides Counties

	Rates	Fringes
LABORER: Common or General.....	\$11.00	3.50

 LABO1177-003 09/01/2005

Ascension, East Baton Rouge, East Feliciana, Iberville,
 Livingston, Pointe Coupee, St. Helena, St. Martin, West Baton
 Rouge, and West Feliciana Counties

	Rates	Fringes
LABORER: Common or General.....	\$15.00	2.77

 SULA2011-005 08/17/2011

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$18.22	4.48
CEMENT MASON/CONCRETE FINISHER	\$20.03	4.24
IRONWORKER, REINFORCING.....	\$17.49	
Power equipment operators:		
Asphalt Paver	\$17.20	4.97
Backhoe/Excavator/Trackhoe.....	\$16.13	
Broom/Sweeper.....	\$14.05	
Bulldozer.....	\$16.40	
Crane	\$24.30	
Grader/Blade	\$15.88	
Milling Machine.....	\$15.38	2.14
Roller (Asphalt and Dirt Compaction).....	\$14.29	4.23
Trencher	\$14.38	

Truck drivers:

Dump Truck	\$12.69	
Water Truck	\$13.79	

 WELDERS - Receive rate prescribed for craft performing

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operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29 CFR 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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than “SU” or “UAVG” denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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Survey Rate Identifiers

Classifications listed under the “SU” identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

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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.
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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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.

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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 any time 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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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.

Special Provision 111
Public Outreach and Communication

The Louisiana Standard Specifications for Roads and Bridges, current edition, (the “Standard Specifications”) is amended as follows:

The following is added in its entirety:

111.01 GENERAL REQUIREMENTS

The Construction Management at Risk Contractor (the “CMAR Contractor”) shall be responsible for providing a Public Information Manager who will develop and maintain a public outreach and communication campaign for the Project. The Public Information Manager will work closely with the Louisiana Department of Transportation and Development’s Project Manager (the “LA DOTD’s Project Manager”) to ensure that LA DOTD’s expectations are satisfied. The Public Information Manager will ensure that the public is provided information in a timely manner; is notified in advance of potential impacts; has an opportunity to identify issues and recommend solutions; receives timely and appropriate feedback; and perceives a high-quality, well-executed communications plan for keeping it informed, engaged, and educated.

111.02 PUBLIC OUTREACH AND COMMUNICATION PLAN

During the Construction Service Phase, the CMAR Contractor shall conduct all public outreach and communication activities and shall comply with the applicable Segment POCP. The CMAR Contractor shall supplement and update its approved Segment Public Outreach and Communication Plan (the “Segment POCP”) as directed by the LA DOTD during the Construction Services Phase.

During the Construction Service Phase, the CMAR Contractor shall be responsible for the dissemination of all information related to the Project. All publicly disseminated information shall be in accordance with the applicable Segment POCP, and with the prior approval of the LA DOTD. The LA DOTD may provide additional guidance and consultation before the dissemination of information to the public at any time.

The CMAR Contractor’s conduct of public outreach and communication activities under the applicable Segment POCP shall remain flexible to capture the full magnitude of yet-to-be-determined impacts from construction activities and the public’s reaction thereto. Each Segment POCP is intended to implement the outlined strategies, given the ever-changing desire for depth, breadth, and frequency of information by a variety of important stakeholders such as the media, elected officials, transportation stakeholders, emergency service providers, and the general public. The CMAR Contractor shall coordinate with the LA DOTD throughout the Project to ensure information is shared in a timely manner and effective resources are allocated to public outreach and communication needs.

The CMAR Contractor shall follow the communications protocol coordinated with and approved by LA DOTD for any communication with the public. The CMAR Contractor will act as the lead in disseminating any information to the public, with the approval of the LA DOTD.

111.03 PUBLIC INFORMATION MANAGER

The Public Information Manager shall lead the CMAR Contractor's responsibility for public outreach and communication activities on a day-to-day basis through the Construction Services Phase of the Project. The Public Information Manager shall be located on a full-time basis at the Project office unless an alternate location is approved by the LA DOTD.

In implementing each Segment POCP, the CMAR Contractor's Public Information Manager shall have the following responsibilities:

- A) Notify the LA DOTD no less than 21 Calendar Days in advance of the start of any construction activity that will impact the general public or motoring public, such as any changes in traffic patterns to the existing transportation facilities, so that the LA DOTD may consult in the message development of any communication on the potential impacts of these activities to the general public and adjacent stakeholders;
- B) Be available to answer questions via telephone, mail, electronic mail (e-mail), or in person during normal business hours. The CMAR Contractor shall maintain a log of comments, concerns, and requests, along with the response that is provided;
- C) Coordinate with the LA DOTD for site visits of the Project at appropriate times and stages;
- D) Participate, as requested, in on-going dialogue among stakeholders, the LA DOTD, and the CMAR Contractor;
- E) Upon notice to the LA DOTD, attend meetings along with other Key Personnel; key elected officials; the general public; and representatives of civic organizations, businesses, and special interest groups along the Project corridor (individually or in groups), for the purpose of building rapport with affected stakeholders;
- F) With the approval of the LA DOTD, make presentations to the general public, civic organizations, businesses, and other community and stakeholder groups;

- G) Provide the LA DOTD with information on Project status, traffic impacts, and other information for communication to key stakeholder groups and the general public through e-mail, texts, and social media; and
- H) Provide supportive information for media inquiries received by the CMAR Contractor or the LA DOTD.

111.04 PUBLIC MEETINGS

The CMAR Contractor shall lead and provide any necessary staffing support in any meetings with the public that the CMAR Contractor or the LA DOTD arranges and conducts. During such meetings, the CMAR Contractor shall be in attendance and shall assist the LA DOTD in informing the public of the Project's progress and discuss key issues as they emerge. The Public Information Manager shall be present during public meetings.

Public meetings shall be held at facilities that accommodate members of the public for whom there may be accessibility issues, in accordance with the federal and state requirements, including, but not limited to, Title VI of the Civil Rights Act of 1964, including Limited English Proficiency, and the Americans with Disabilities Act, and any amendments thereto.

111.05 MONTHLY PUBLIC OUTREACH AND COMMUNICATION REPORTING

Upon approval from the LA DOTD, the CMAR Contractor shall provide a monthly Public Outreach and Communication Report to the LA DOTD and stakeholders, including, but not limited to: educational institutions, religious organizations, state legislators, military officials, the trucking industry, transportation network companies, the petrochemical industry, and marine and aviation industries. The Public Outreach and Communication Report shall detail the following information regarding subjects of interest to the public, including, but not limited to:

- A) Construction issues affecting adjacent residential areas, frontage roads, local streets, and utilities, including such issues as Project definition, grading, drainage, noise, retaining walls, lane closures, ramp closures, local road closures, and traffic shifts (changes in any use of existing traffic);
- B) Street and roadway detour design and implementation;
- C) Scheduling and duration of work, including hours of construction;
- D) Haul routes;
- E) Methods to minimize noise and dust; and
- F) Environmental mitigation measures.

111.06 EVENT COMMUNICATIONS RESPONSE

For all events, such as vehicle collisions, ice/snow conditions, flooding, hazardous material spills, unforeseen events, sporting events, parades, and entertainment events, the Public Information Manager shall take timely and appropriate action to inform the LA DOTD of all pertinent details. The Public Information Manager shall provide these details through the use of appropriate tools to ensure effective and timely communication to the LA DOTD's Project Manager. Upon notification to the LA DOTD, the Public Information Manager shall inform the media, elected and local officials, and key stakeholders.

The CMAR Contractor shall provide an Event Response Plan to define communications protocol during in events or in emergency situations. This plan shall include a 24-hour contact list and protocol (hierarchy of member notification) for LA DOTD and CMAR Contractor and other relevant stakeholders, including, but not limited to, local emergency response members adjacent to the Project, utility companies with facilities within Project limits, and the Federal Highway Administration (FHWA). The LA DOTD has the following tools to communicate Project information: dynamic message signs, temporary changeable message signs, the LA DOTD's ITS web-based information tool, e-mail/web alerts, telephone notification, and media releases/interviews, as appropriate. The Public Information Manager shall continue to provide updated information, as available and on a timely basis, until the emergency or event no longer exists.

In the event of an unforeseen event or emergency, timely notification shall occur as soon as practicable, but no longer than 15 minutes from when the CMAR Contractor becomes aware of the occurrence. If advance warning is available for an unforeseen event or emergency (such as weather), timely notification shall mean as soon as practicable, but in no event longer than 15 minutes from the time the information was available. In both situations, the Public Information Manager shall continue to provide updated information to the LA DOTD, as available and on a timely basis, until the unforeseen event or emergency no longer exists.

111.07 PUBLIC INFORMATION

The CMAR Contractor shall prepare informational materials regarding Project-related subjects for the LA DOTD's review and use in all outreach activities. This information shall be used for, but not limited to: meetings, news releases, telephone correspondence, newsletters, e-mail, Advanced Traffic Management Systems (ATMS) (LA DOTD's ITS web-based information tool), overhead dynamic and changeable message board signs, web alerts, social media, maps, displays, renderings, presentations, brochures, and pamphlets.

The CMAR Contractor shall take the lead in managing and regularly updating Project-related information for the Project website (I-10BR.com). The LA DOTD will have review and editorial privileges over the website. Project-related information includes, but is not limited to the following:

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- A) Project maps;
- B) Frequently Asked Questions (FAQs);
- C) Written descriptions of the construction work suitable for use in technical and non-technical articles;
- D) Graphic layout drawings that show Project sequencing and maintenance of traffic plans;
- E) Any utility disruptions;
- F) Recommended route alternatives during closures;
- G) High resolution photographs taken at regular intervals that document the Project's progress;
- H) Video clips that document the construction phasing and operations;
- I) Aerial photographs that show the key work zones of the Project, as well as the completed Project; and
- J) Project briefings and site tours, as requested by the LA DOTD.

The CMAR Contractor, working collaboratively with the LA DOTD, shall furnish Project-related materials in English and other multi-lingual communications as directed by the LA DOTD.