

ENGINEERING AND RELATED SERVICES
September 22, 2006

STATE PROJECT NO. 700-99-0404
F.A.P. NO. STP-9906(520)
RETAINER CONTRACT
FOR CPM ANALYSIS
STATEWIDE

Under Authority granted by Title 48 of Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues a Request for Qualification Statements (RFQ) on Standard Form 24-102 (SF 24-102), "Professional Engineering and Related Services", revised January 2003, from Consulting Firms (Consultant) to provide engineering and related services. **All requirements of Louisiana Professional Engineering and Land Surveying (LAPELS) Board must be met prior to the execution of the contract.** One Consultant will be selected for the captioned project. Sub-Consultants will not be allowed.

Project Managers – Mr. William T. Kilian, P.E., may be reached at (225) 379-1575 and Mr. Danny Smith, P.E., may be reached at (225) 379-1568.

PROJECT DESCRIPTION

The selected Consultant will perform Construction Time Analysis (CTA) services using the Critical Path Method (CPM) of analysis for statewide construction projects covered by a Retainer Contract under separate Task Orders. The Consultant will be required to execute a Task Order which will specify the scope of services, contract time, and compensation. Each Task Order will become a part of the contract.

SCOPE OF SERVICES

The selected Consultant will be required to provide some or all of the following services for each Task Order (TO):

Prior to Letting the Project for Construction - the selected Consultant will compute the contract time, review quantities, check for plan errors, provide a cost estimate, provide opinions and options to the sequence of construction, and provide any value engineering or construction proposal concepts related to the design of the project.

After Letting the Project for Construction – the selected Consultant will provide a full CPM analysis throughout the life of the project, including the review of activity description, estimated duration of activities including early starting dates, late finishing dates, free float and other activities required in DOTD's Specifications. The CPM review will also cover construction schedules and updates, schedule earnings, preliminary submittals, final submittals, and CPM approvals. Additionally, the Consultant will provide training for DOTD's Project and District personnel in both CPM and the use of

Primavera software on an as needed basis. The selected Consultant may be required to attend and participate in monthly construction progress meetings on an as needed basis. The selected Consultant may be required to defend his opinions and advice in court or arbitration panels.

REFERENCES

All services and documents will meet the standard requirements as to format and content of the DOTD; and will be prepared in accordance with the latest applicable editions, supplements and revisions of the following:

1. AASHTO Standards, ASTM Standards or DOTD Test Procedures
2. Construction Planning and Scheduling, AGC
3. DOTD Location and Survey Manual
4. DOTD Roadway Design Procedures and Details
5. DOTD Hydraulics Manual
6. DOTD Standard Specifications for Roads and Bridges (**Latest Special Provision Attached**)
7. Manual of Uniform Traffic Control Devices (Millennium Edition)
8. DOTD Traffic Signal Design Manual
9. National Environmental Policy Act (NEPA)
10. National Electric Safety Code
11. National Electric Code (NFPA 70)
12. DOTD Environmental Impact Procedures (Vols. I-III)
13. Policy on Geometric Design of Highways and Streets
14. Construction Contract Administration Manual
15. Materials Sampling Manual
16. DOTD Bridge Design Manual
17. Consultant Contract Services Manual
18. Geotechnical Engineering Services Document

COMPENSATION

The total amount payable under this Retainer Contract for services to be performed under the various TO's shall not exceed a maximum of **\$500,000**. Each TO shall be payable under the respective TO project number which shall be obtained by the Project Manager. Compensation to the Consultant for services rendered in connection with each TO shall be made based on negotiated work-hours and billable rates for the actual work performed on the Task Order. Reimbursable expenses will be paid at the prevailing state rates.

CONTRACT TIME

This Retainer Contract will be in effect for the duration of two years. The services to be performed for each TO will be determined upon activation of the TO. The Consultant will proceed with the services required in the TO upon issuance of the Notice to Proceed from the DOTD. The contract time for each TO will be specified in the executed TO.

Upon expiration of the two year contract time, no new TOs will be executed, however, the Consultant will complete any work in progress.

MINIMUM PERSONNEL REQUIREMENTS

The following requirements must be met at the time of submittal:

1. At least one Principal of the Consultant must be a Professional Engineer registered in the State of Louisiana.
2. At least one Principal or other responsible member of the Consultant shall be a Professional Civil Engineer registered in the State of Louisiana.
3. In addition to the above, the Consultant must employ as the Project Manager on a full-time basis, a minimum of one Registered Professional Civil Engineer with at least five years of experience in responsible charge of managing road and bridge construction projects and at least five years of experience in the use of Primavera software for the preparation, review, and monitoring of CPM's for construction of roads and bridges.
4. The Project Manager must have a record of at least two appearances as an expert witness in Louisiana District Court or equal. The expert witness qualification must be in the field of road and bridge construction and must be in either Construction Management, or Scheduling and Planning Construction Projects. The Consultant must employ a corresponding support staff.

EVALUATION CRITERIA

The general criteria to be used by DOTD (when applicable) in evaluating responses for the selection of a Consultant to perform these services are:

1. Consultant's firm experience on similar projects, weighting factor of 3;
2. Consultant's personnel experience on similar projects, weighting factor of 4;
3. Consultant's firm size as related to the estimated project cost, weighting factor of 3;
4. Consultant's past performance on similar DOTD projects, weighting factor of 6;
5. Consultant's current work load, weighting factor of 5;
6. Location where the work will be performed, weighting factor of 4.

Consultants will be evaluated as indicated in Items 1- 6. The evaluation will be by means of a point-based rating system. Each of the above criteria will receive a rating on a scale of 0-4. Then the rating will be multiplied by the corresponding weighting factor. The firm's ratings in each category will then be added to arrive at the Consultant's final rating.

DOTD's Consultant Evaluation Committee will be responsible for performing the above described evaluation, and presenting a short list of the three (if three are qualified) highest rated Consultants to the Secretary of the DOTD. The Secretary will make the final selection.

CONTRACT REQUIREMENTS

The selected Consultant will be required to execute the contract within 10 days after receipt of the contract.

INSURANCE - During the term of this contract, the Consultant will carry professional liability insurance in the amount of \$1,000,000. This insurance will be written on a “claims-made” basis. Prior to executing the contract, the Consultant will provide a Certificate of Insurance to DOTD showing evidence of such professional liability insurance.

AUDIT - The selected Consultant will allow the DOTD Audit Section to perform an annual overhead audit of their books, or provide an *independent* Certified Public Accountant (CPA) audited overhead rate. This rate must be developed using Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the Consultant will submit semi-annual labor rate information, when requested by DOTD.

The selected Consultant will maintain, an approved Project Cost System and segregate direct from indirect cost in their General Ledger. Pre-award and post audits, as well as interim audits, may be required. For audit purposes, the selected Consultant will maintain accounting records for a minimum of five years after final contract payment.

Any Consultant currently under contract with the DOTD and who has not met all the audit requirements documented in the manual and/or notices posted on the DOTD Consultant Contract Services Website (www.dotd.louisiana.gov), will not be considered for this project.

SUBMITTAL REQUIREMENTS

One original (**stamped original**) and four copies of the SF 24-102 must be submitted to DOTD. All submittals must be in accordance with the requirements of this advertisement and the Consultant Contract Services Manual. Any Consultant failing to submit any of the information required on the SF 24-102, or provide inaccurate information on the SF 24-102, will be considered non-responsive.

Name(s) of the Consultant listed on the SF 24-102, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

The SF 24-102 will be identified with State Project No. **700-99-0404** and will be submitted **prior to 3:00 p.m. on Monday, October 16, 2006**, by hand delivery or mail addressed to:

Department of Transportation and Development
Attn.: Mr. Edward Wedge, III, P. E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989

REVISIONS TO THE RFQ

DOTD reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time. Issuance of this RFQ in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all Qualification Statements submitted and/or cancel this announcement if it is determined to be in DOTD's best interest. All materials submitted in response to this announcement become the property of DOTD and selection or rejection of a submittal does not affect this right. DOTD also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.

ATTACHMENT

CRITICAL PATH METHOD (CPM) FOR CONSTRUCTION PROGRESS SCHEDULING (01/06):

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

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

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

The critical activities as shown on the approved Construction Schedule will be considered in establishing the controlling item of work. Scheduled Earnings will be the basis for measurement of contractor's progress.

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

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

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

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

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

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

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

The contractor shall provide the Department with the means to electronically translate the Construction Schedule data into a configuration that can be read and processed by the Department or its consultants' hardware and Primavera software. If the contractor elects to use SureTrak Project Manager software, the following defaults must be placed: (1) resources shall be non-driving; (2) default activity type shall be "Task"; (3)

activity type shall not be "Independent"; (4) duration display style shall be "Day (d)"; (5) float style shall be "Days"; and, (6) dates time format shall be "Don't show time". The revenue feature in SureTrak Project Manager does not translate to Primavera Project Planner (P3), so in SureTrak Project Manager the earnings must be entered as cost data. In both the SureTrak Project Manager and in the Primavera Project Planner (P3) "Back up" menu selection, the contractor will ensure that the option "Remove access list during backup" is checked. In addition, the project must be saved in SureTrak as a "Concentric P3" Type project.

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

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

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

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

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

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

Failure to have obtained approval of a Baseline Schedule and tabulations within 20 calendar days after the Notice to Proceed will result in withholding twenty-five percent of the amount of partial estimates until such schedules and tabulations are submitted and approved.

(f) Construction Schedule Updates: The contractor shall update and submit each month, within 7 calendar days after the partial estimate is submitted, the Construction Schedule critical path diagram, Summary of Activities tabulation, Scheduled Earnings tabulation, a Forty-Five Day Look-Ahead task list, and a current Turnaround Document as follows:

- (1) The updated Construction Schedule critical path diagram will be in the same form as that submitted in (e) Submittal. It will be updated for progress through the estimate closing date, recalculated and plotted. The Construction Schedule critical path diagram will show both the look ahead critical path for the duration of the project and the look back critical path as reported in the prior months.
- (2) The updated Summary of Activities and Scheduled Earnings tabulation will be in the same form as that submitted in (e) Submittal. It will be updated for progress through the estimate closing date, recalculated and printed.
- (3) The Forty-Five Day Look-Ahead task list will show all incomplete activities which the logic has determined either should be or may be active during the next forty-five days. It will be plotted in a graphic form similar to that of the Construction Schedule critical path diagram.
- (4) The Turnaround Document will be a listing of the log record of a new activity added monthly to the schedule for the purpose of keeping a current presentation of the following information:

- a. The original contract completion date presented as actual calendar date.
- b. The number of days added to the contract by approved change order (if any, if none, so state).
- c. The present computed completion date presented as an actual calendar date and as a workday number, if applicable.
- d. A list of activities deleted and added (if any, if none, so state), including their descriptions.
- e. A list of logic changes (if any, if none, so state).
- f. A list of budget changes (if any, if none, so state).
- g. A narrative description of any other changes to the Construction Schedule critical path diagram.

Failure to submit the monthly updates of the Construction Progress Schedules within 7 calendar days after the partial estimate was submitted will result in withholding of twenty-five percent of the amount of partial estimate payments until such schedules are submitted and approved.

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

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

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

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

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

(b) Disqualification. The contractor's progress will be determined monthly at the time of each partial estimate, and will be based on the total amount of money earned by the contractor, excluding advanced stockpiled material, as shown by the partial estimate compared to scheduled earnings as shown by the approved Scheduled Earnings tabulation, as of the end of the partial estimate period. If the contractor's progress is more than 10 percent behind scheduled earnings, the contractor may be notified that disqualification will occur if progress becomes delinquent by more than the percentages specified hereinafter, and additional notifications will be made, as the engineer deems necessary.

Prior to the elapsing of 55 percent of the contract time, the contractor will be disqualified if progress is more than 20 percent behind scheduled earnings. After 75 percent of the contract time has elapsed, the contractor will be disqualified if progress is more than 10 percent behind scheduled earnings. Disqualification will be applied between 55 and 75 percent contract time elapsed on a pro-rata basis; for example, when 65 percent of the contract time has elapsed, the contractor will be disqualified if progress is more than 15 percent behind scheduled earnings.

During the period of disqualification, the contractor will not be permitted to bid on contracts nor be approved as a subcontractor on contracts. Any bid submitted by the contractor during the period of disqualification will not be considered and will be returned. The period of disqualification will continue until the completed work on the contract is within the foregoing percentages or until all work on the contract has been satisfactorily completed.

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

The ninth and tenth paragraphs are deleted and the following substituted.

The contract time for the work as awarded is based on the original quantities as defined in Subsection 102.05 and includes time to procure material, equipment and an adequate labor force to complete the work. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those specified, or requires performance of extra work in accordance with Subsection 104.02 and the contractor requests additional contract time, the contractor shall submit a proposed CPM schedule based on the latest approved CPM schedule showing the increased time and revised completion date for approval by the Department. When the contract is altered in accordance with Subsection 104.02 and the engineer determines that a reduction in contract time is warranted due to decreased effort, the contractor shall submit a proposed CPM schedule based on the latest approved CPM schedule showing the reduced time and revised completion date for approval by the Department. A CPM schedule will be required for the engineer to process a change order that either increases or decreases the contract time.

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