

**STATE OF LOUISIANA
INTERSTATE-12 WIDENING
DESIGN-BUILD PROJECT**

**O'NEAL LANE INTERCHANGE TO WALKER
EAST BATON ROUGE AND LIVINGSTON PARISHES
STATE PROJECT NOS. 454-01-0047 AND 454-02-0025**

SCOPE OF SERVICES PACKAGE

CONTRACT DOCUMENTS

PART 1 – DESIGN-BUILD AGREEMENT



DESIGN-BUILD AGREEMENT

This Design-Build (DB) Agreement is made and executed in five originals between the Louisiana Department of Transportation and Development acting through its Secretary, hereafter designated as the "LA DOTD," and **Insert the name of the successful Proposer.**, hereafter designated as the "Design-Builder."

The LA DOTD did advertise for, receive, and accept a Proposal from the Design-Builder for work on an LA DOTD DB project identified as State Project Nos. 454-01-0047 AND 454-02-0025.

The Design-Builder's submission is evidenced by a copy of the Proposal incorporated herein as part of the Contract Documents defined hereafter.

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:

- A) Part 1 – Design-Build Agreement (this instrument);
- B) Appendix A – Project Scope, to this Design-Build Agreement;
- C) Payment, Performance, and Retainage Bond Form and/or Retainage Agreement;
- D) Part 2 - Design-Build Section 100;
- E) Part 3 – Design Requirements and Performance Specifications;
- F) Part 4 – Scope of Services Packages Plans;
- G) Part 5 – Engineering Data; and
- H) Part 6 – Design-Builder’s Proposal.

For these purposes, all of the provisions contained in the listed Contract Documents are 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 Design-Builder agrees to the terms and requirements for the intent of the Contract to provide all Materials, Equipment, and labor and perform the Work required, as broadly described in Appendix A – Project Scope to this DB Agreement and as specifically defined in Parts 2 through 6 of the Contract Documents, to complete the Interstate-12 (I-12) Widening DB Project (Project) in a thorough and workmanlike manner to the satisfaction of the appropriate officials of the LA DOTD.

3.0 LUMP SUM CONTRACT PRICE

The total Lump Sum Contract Price for this Project is \$100 million. The Design-Builder 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 Contract.

4.0 CONTRACT TIME

The entire Contract must be completed in all details and ready for final acceptance by **[Insert the number of days from Notice to Proceed to Final Acceptance from the successful Proposer's Proposal.]**.

Performance of Work on this Contract must begin on the date stipulated in the Notice to Proceed (NTP) and must be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

5.0 ALTERATION OF CONTRACT

The Design-Builder agrees to the terms and requirements for alteration of the contract, as such are contained in Part 2 – DB Section 100.

6.0 STIPULATED DAMAGES

The Design-Builder agrees to the assessment of stipulated damages as provided in the Contract Documents at Part 2 – DB Section 100, DB Section 108-7.

The LA DOTD agrees to the assessment of stipulated damages as provided in the Contract Documents at Part 2 – DB Section, DB Section 108-7.

7.0 DAMAGE CLAIMS

The Design-Builder acknowledges that it has reviewed and understands the Contract and specifically agrees to be bound by the terms and conditions thereof.

8.0 JOINT EFFORT

This 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 DB Agreement. This Article 8.0 specifically excludes Part 7 – Design-Builder's Proposal and any additional plans, specifications, means, methods, or other documentation prepared by the Design-Builder pursuant to this Contract.

9.0 ASSIGNMENT

This Contract may not be assigned by the Design-Builder, 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 Contract without the LA DOTD's written consent are null and void.

10.0 SUCCESSORS AND ASSIGNS

This Contract will bind the successors, assigns, and representatives of the parties hereto.

This Contract will become effective on the date all parties hereto have signed the same.

11.0 GOVERNING LAW

This Contract will be governed by the laws of the State of Louisiana, except where the federal supremacy clause requires otherwise.

Louisiana Department of Transportation and Development

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 Design-Builder has also hereunto subscribed its name.

DESIGN-BUILDER

(Federal Identification Number)

By: _____

Witness

(Date)

Witness

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

By: _____

SECRETARY

Witness

(Date)

Witness

Approved By: _____

(Date)