

# **STATE OF LOUISIANA**

## **I-10: HIGHLAND TO LA 73 DESIGN-BUILD PROJECT**

**EAST BATON ROUGE AND ASCENSION PARISHES**

**STATE PROJECT NO. H.009250  
FEDERAL AID PROJECT NO. H009250**

### **REQUEST FOR PROPOSALS**

### **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 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 No. H.009250 and Federal Aid Project No. H009250.

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 Sections 100s, including appendices;
- E) Part 3 – Design Requirements and Performance Specifications, including appendices;
- F) Part 4 – Request for Proposals Plans, including appendices;
- G) Part 5 – Engineering Data, including all documents listed as included in the Engineering Data; and
- H) Part 6 – Design-Builder’s Proposal.

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 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 I:10 Highland to LA 73 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 \$72,000,000.00. 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 final acceptance date] (within [insert the number of days from Form SP] calendar days).

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 Sections 100s.

### **6.0 STIPULATED DAMAGES**

The Design-Builder agrees to the assessment of stipulated damages as provided in the Contract Documents at Part 2 – DB Sections 100s, DB Section 108-8.

### **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 6 – 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.

**In witness whereof**, the Secretary has hereunto subscribed her 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)

**LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By: \_\_\_\_\_

**SECRETARY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness

Approved By: \_\_\_\_\_

\_\_\_\_\_  
(Date)