

STATE OF LOUISIANA

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

LAFAYETTE PARISH

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

REQUEST FOR PROPOSALS
CONTRACT DOCUMENTS

DB SECTION 102
REQUIREMENTS AND CONDITIONS



DB SECTION 102

REQUIREMENTS AND CONDITIONS

DB 102-1 NO MISUNDERSTANDING

The Design-Builder 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 Design-Builder agrees that its proposed Lump Sum Contract Price includes all costs arising from existing conditions shown or specified in the Contract Documents and/or readily observable from a Site inspection prior to the Proposal due date 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 Design-Builder.

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.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following order of precedence: the Design-Build (DB) Agreement, this DB Sections 100s, the Design Requirements and Performance Specifications, the Engineering Data, the Request for Proposals (RFP) Plans, and the Design-Builder's Proposal. However, where the Design-Builder's Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the LA DOTD has accepted the proposed change to the Work and products to that of the higher quality, the Design-Builder's Proposal will take precedence for that specific higher quality Work and products, as applicable.

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 Contract or there is an apparent conflict or contradiction between any of the various documents mentioned above, or between the documents and the actual Work Site, the Design-Builder has a duty to immediately notify the Department's Project Manager of the discrepancy. The Department's Project Manager will resolve the discrepancy in writing before the Design-Builder proceeds further. The Department's Project Manager may require the Design-Builder to modify Plans and other documents to correct the error or omission.

Failure of the Design-Builder to notify the Department's Project Manager of an apparent discrepancy may be deemed a waiver of the Design-Builder's right to claim any adjustment in the Lump Sum Contract Price for Extra Work. In addition, the Design-Builder may be fully liable for damages suffered by the LA DOTD resulting from this failure to timely notify the Department's Project Manager of a discrepancy.