

**STATE OF LOUISIANA**  
**US 90 INTERCHANGE @ LA 85**  
**DESIGN-BUILD PROJECT**

**NEW INTERCHANGE, US 90 @ LA85**  
**ROUTES US 90 & LA 85**

**IBERIA PARISH**  
**STATE PROJECT NO. 424-04-0032**  
**FEDERAL AID PROJECT NO. ARR-1104(011)**

**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 \_\_\_\_\_, 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. 424-04-0032 and Federal Aid Project No. ARR-1104(011).

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;
- 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 US 90 Interchange @ LA 85 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 \$\_\_\_\_\_. 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 \_\_\_\_\_ (within \_\_\_\_\_ 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 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 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 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)

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

\_\_\_\_\_  
Witness

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

**SECRETARY**

\_\_\_\_\_  
Witness

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

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

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

**STATE OF LOUISIANA**  
**US 90 INTERCHANGE @ LA 85**  
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**APPENDIX A - PROJECT SCOPE**



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## **1.0 INTRODUCTION**

This Part 1 – Design-Build (DB) Agreement, Appendix A - Project Scope, to the Contract provides a summary description of the physical components of the Project that the Design-Builder shall design, construct, and/or install and the associated management, control, monitoring, compliance, and professional services and other elements of the Work.

The Design-Builder shall not rely solely on the description contained in this Appendix A - Project Scope to identify all Project components to be designed, constructed, and/or installed. The Design-Builder shall determine the full scope of the Project through thorough examination of the Contract Documents and the Project Site or as may be reasonably inferred from such examination.

The Design-Builder shall design, furnish, construct, and/or install all components of the Project meeting the requirements of the Contract Documents, except where the Louisiana Department of Transportation and Development (LA DOTD) will furnish and/or install the items as listed in Section 6.0.

## **2.0 PROJECT CONFIGURATION**

The Project shall include the major components listed in this Appendix A – Project Scope.

### **2.1 PROJECT LIMITS**

The Project begins approximately 4,000 feet north of LA 85 along US 90 and ends approximately 4,000 feet south of LA 85 along US 90.

### **2.2 PROJECT-WIDE REQUIREMENTS**

The Project includes the following:

- A) A grade-separated interchange which is to replace the existing, at-grade, US 90 intersection with LA 85;
- B) Two parallel overpasses, each consisting of two lanes with shoulders, and each capable of spanning future widening of LA 85 to a five-lane section, on US 90 over LA 85;
- C) No improvements required on LA 85 except as set forth in the Proposal or as may be necessary to support the final design of the Project.
- D) Concrete barrier rail, guardrail or other necessary pier protection on/for the new US 90 overpasses;
- E) Modification of existing drainage facilities and associated structures and/or construction of new drainage facilities and associated structures to accommodate the new interchange and reconstructed service roads and their runoff; and
- F) Relocation of the microwave tower in accordance with the Contract Documents.
- G) Consideration of existing utilities during design to avoid utility conflicts and utility coordination and relocation, if necessary.

See Section 3.0 for additional detail regarding the Project proposed improvements.

### **3.0 PROPOSED IMPROVEMENTS**

The proposed improvements included in Project Scope will include, but not be limited to, the following:

- A) A grade-separated interchange which is to replace the existing, at-grade, US 90 intersection with LA 85;
- B) Two parallel overpasses, each consisting of two lanes with shoulders, and each capable of spanning future widening of LA 85 to a five-lane section, on US 90 over LA 85;
- C) Modification of existing drainage facilities and associated structures and/or construction of new drainage facilities and associated structures to accommodate the new interchange and reconstructed service roads and their runoff; and
- D) Utility coordination and relocation, if necessary.

### **4.0 ASSOCIATED WORK**

The Design-Builder shall, in association with the design and construction of the physical components of the Project, perform the following elements of Work:

- A) Design and construction of all Project components;
- B) Associated aesthetics and landscaping;
- C) Design and construction management;
- D) Coordination with Project stakeholders and other contractors adjacent to the Work;
- E) Design Quality Control and design review (*see* Contract Documents, Part 2 – DB Section 100, DB Section 111);
- F) Construction Quality Control (*see* Contract Documents, Part 2 – DB Section 100, DB Section 110);
- G) Environmental mitigation and compliance monitoring (*see* Contract Documents, Part 3 – Design Requirements and Performance Specifications, Appendix A – Performance Specifications, Environmental Mitigation and Compliance Performance Specification);
- H) Any additional environmental investigations and monitoring associated with or resulting from the Design-Builder’s actions;
- I) Maintenance of traffic, access to property (both temporary and permanent) (*see* Contract Documents, Part 3 – Design Requirements and Performance Specifications, Appendix A – Performance Specifications, Traffic Control Plan Performance Specification);



- J) Project safety and security;
- K) Any necessary Preliminary Engineering (PE) (such as surveys and geotechnical investigations) not provided by the LA DOTD;
- L) Any necessary harmful and hazardous materials remediation (design and construction);
- M) Drainage and erosion control;
- N) Installation of signage, guardrail, and pavement markings;
- O) Construction waste disposal and handling;
- P) Required clearances, licenses, construction easements, and permits for the Design-Builder's Work, Work sites, and storage areas on- or off-site;
- Q) Any necessary ancillary Work, such as, access roads, driveways, temporary fencing, relocation of drainage, Work sites, and temporary Work;
- R) Location, acquisition, permits, and transportation for Material;
- S) Coordination of the relocation of any utilities and municipal drainage facilities and the design and relocation of any utilities as designated in Part 5 – Utility Requirements;
- T) Site clearance;
- U) Maintenance of the Project during the Contract period; and
- V) Any other activities, functions, or elements necessary to the successful completion of the Project.

## **5.0 BASIC PROJECT CONFIGURATION**

The Basic Project Configuration shall consist of the following:

- A) The horizontal and vertical alignments;
- B) Number of interchanges;
- C) Number of bridges;
- D) Number of lanes;
- E) The general location of the limits of the Project;
- F) The minimum vertical clearances; and
- G) The Right-of-Way limits.

**5.1 STANDARD FOR DETERMINING MATERIALITY OF CHANGE IN BASIC PROJECT CONFIGURATION**

The following are the standards for determining materiality of Basic Project Configuration changes:

- A) Any change to the Project that affects the Project ROW limits or the minimum vertical and/or horizontal clearances;
- B) A change in the termini of the Project (either or both) by more than one hundred (100) feet longitudinally;
- C) Any change in the Project Right-of-Way limits depicted; and/or
- D) Any change in Section 5.1(A) through (C) requiring a change in the permits secured from the United States (US) Army Corps of Engineers (COE) and the Louisiana Department of Natural Resources (DNR).

*See Contract Documents, Part 2 – DB Section 100, DB Section 104.*

**6.0 LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT-  
PROVIDED MATERIAL OR EQUIPMENT**

The Louisiana Department of Transportation and Development will not be providing any design, Material, or Equipment for the Design-Builder's use.