

STATE OF LOUISIANA

NEW MISSISSIPPI RIVER BRIDGE

ST. FRANCISVILLE TO NEW ROADS INCLUDING APPROACHES AND
CONNECTING ROADWAYS

ROUTE LA 10

WEST FELICIANA AND POINTE COUPEE PARISHES

DESIGN-BUILD PROJECT

STATE PROJECT NO. 052-02-0024, et. al.

SCOPE OF SERVICES PACKAGE

PART 1 – AGREEMENT



Louisiana Department of Transportation and Development

AGREEMENT

This Agreement is made and executed in four 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 Design-Build (DB) project identified as State Project 052-02-0024, et. al.

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 - Agreement (this instrument);
- B) Appendix A – Project Scope, to this Agreement;
- C) Payment, Performance, and Retainage Bonds or Retainage Agreement;
- D) Part 2 - Design-Build Section 100;
- E) Part 3 – Design Requirements and Performance Specifications;
- F) Part 4 – Design-Build Special Provisions;
- G) Part 5 – Utility Requirements;
- H) Part 6 – Scope of Services Packages Plans;
- I) Part 7 – Engineering Data; and
- J) Part 8 – 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 to this Agreement and as specifically defined in Parts 2 through 8 of the Contract Documents, to complete the New Mississippi River Bridge Project (Project) in a thorough and workmanlike manner to the satisfaction of the appropriate official 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 Substantial Completion Date for this Contract is _____. The entire Contract shall be completed in all details and ready for final acceptance by _____.

Performance of Work on this Contract shall begin on the date stipulated in the "Notice to Proceed" and shall 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 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 shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall 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 Agreement.

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 shall bind the successors, assigns, and representatives of the parties hereto.

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

11.0 LOUISIANA TIMED MANAGERS AS AGENT

The LA DOTD entered into an agreement, State Project No. 700-99-0266, with the Louisiana TIMED Managers (LTM) for Transportation Infrastructure Model for Economic Development (TIMED) program management services, which provides for LTM to manage and administer certain contracts as agent for the LA DOTD. This Contract is among the contracts selected by the LA DOTD to be managed and administered by LTM. The Louisiana TIMED Managers has the responsibility to manage and administer the services provided by the Design-Builder, receive information and documents from the Design-Builder, interpret and define the Contract, make decisions with respect to the Design-Builder's services,

Louisiana Department of Transportation and Development

monitor and assist in the resolution of problems and disputes, and provide coordination with services being provided by others.

In its role as agent for the LA DOTD, LTM shall negotiate and interact with the Design-Builder relative to the need and terms of Supplemental Agreements, Amendments, Change Orders, Notices to Proceed (NTP), and such other Contract actions and request issuance of such Contract action from the LA DOTD. The Louisiana TIMED Managers shall be responsible for approving and processing the Design-Builder's progress payment requests.

12.0 TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT PROJECT

This is a TIMED funded project and according to Louisiana R. S. 48:820.3, at least 80% of the Work must be performed by Louisiana residents. The definition of a "Louisiana resident" is "a person who has resided in this state for at least 180 consecutive days at the time of initial employment, as evidenced by a valid Louisiana Motor Vehicle Operator's license or bills for utility service."

13.0 GOVERNING LAW

This Contract shall 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 official of the Louisiana Department of Transportation and Development and the Design-Builder has also hereunto subscribed his name.

| | |
|------------------|--|
| | _____ CONTRACTOR |
| | _____ (Federal Identification Number) |
| _____ Witness | By: _____ (Signature of Authorized Agent) |
| _____ Witness | _____ (Date) |
| | _____ Typed or Printed Name and Title |

Louisiana Department of Transportation and Development

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

Witness

By: _____
SECRETARY

Witness

(Date)

Approved By: _____

(Date)