

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03 Readvertised
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

CONTRACT DOCUMENTS

PART 1 – APPENDIX A

AGREEMENT

AGREEMENT

for

CONTRACT NO. 26-073-03 Readvertised

Federal Aid Project No. BRN-S050(14)

THIS AGREEMENT, made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative.

BY AND BETWEEN THE DELAWARE DEPARTMENT OF TRANSPORTATION (**Department**), a department created under the laws of the State of Delaware, party of the first part, and ~DESIGN-BUILDER NAME~, ~ DESIGN-BUILDER ADDRESS~, ~ DESIGN-BUILDER CITY~, ~ DESIGN-BUILDER STATE~ ~ DESIGN-BUILDER ZIP~ (**Design-Builder**), party of the second part.

WITNESSETH that the **Design-Builder** in consideration of the covenants and agreements herein contained and made by the **Department**, agrees with the **Department** as follows:

ARTICLE ONE. The **Design-Builder** shall and will provide and furnish all the material, machinery, implements, appliances, and tools, and perform the work and labor required as defined in the Project Scope Part 1 of the Contract Documents, in Sussex County in the State of Delaware, as shown in the contract documents identified by the signature of the **Design-Builder** and the Secretary of the **Department** or designee and are hereby incorporated by reference as part of this contract. The Contract consists of the "Contract Documents" including, but not limited to, the following:

- A) Part 1 - Project Scope;
- B) Part 1, Appendix A - Agreement (this instrument);
- C) Part 1, Appendix B - Errors and Omissions Policy;
- D) Payment/Performance Bonds;
- E) Part 2 - Design-Build Section 100;
- F) Part 3 - Design Requirements and Performance Specifications;
- G) Part 4 - Design-Build Special Provisions;
- H) Part 5 - Utility Requirements;
- I) Part 6 - Scope of Services Packages Plans;
- J) Part 7 - Engineering Data; and
- K) 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.



The **Design-Builder**, after the execution of the Contract and approval of the bond, shall begin work within ten (10) days from the Notice to Proceed, as the Engineer may direct, and have the bridge available to traffic no later than December 31, 2011, and shall complete the Contract on or before March 31, 2012.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that all the construction and work included in this Contract is to be done under the direction of the Secretary of the **Department** and that his/her decision as to the true construction and meaning of the proposal, plans and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional drawings, plans and specifications as may be necessary to detail and illustrate the work to be done are to be furnished by the Engineer, and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, plans and specifications incorporated by reference as part of this Contract as provided in Article One.

ARTICLE THREE. If the construction or work to be done under this Contract shall be abandoned, or if this contract, or any part thereof shall be sublet without the previous written consent of the **Department**, or if the Contract shall be assigned by the **Design-Builder**, otherwise than as herein specified, or if at any time the Director of Transportation Solutions shall be of the opinion, and shall so certify in writing, that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the **Design-Builder** has violated any provision of this contract, the **Department** may notify the **Design-Builder** to discontinue all work or any part thereof; and thereupon the **Design-Builder** shall discontinue such work or such part thereof as the **Department** may designate, and the **Department** may thereupon, by a Contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the **Design-Builder**; and for such completion the **Department** for itself or its contractors, may take possession of or use or cause to be used in the completion of the work or any part thereof, any of such machinery, implements, tools, or materials of any description as shall be bound upon the line of the work, and thereafter accounting for, or paying to the **Design-Builder** a reasonable compensation for the use of the machinery, implements, tools, or materials.

All costs and charges that may be incurred under this article or any damages that should be borne by the **Design-Builder**, shall be withheld or deducted from any moneys then due, or to become due to the **Design-Builder**, under this contract, or any part thereof; and in such accounting the **Department** shall not be held to obtain the lowest cost for the work of completing the Contract or any part thereof, but all sums actually paid therefore shall be charged to the **Design-Builder**. In case the costs and charges incurred are less than the sum which would have been payable under the contract, if the same had been completed by the **Design-Builder**, the **Design-Builder** shall be entitled to receive the difference and in case such cost and charges shall exceed the sum, the **Design-Builder** shall pay the amount of excess to the **Department** for the completion of the work.

ARTICLE FOUR. It is further mutually agreed between the parties hereto that no estimate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

(REMAINDER OF THE PAGE LEFT BLANK.)

IN WITNESS WHEREOF, the parties to these presents have duly executed this **AGREEMENT** in quadruplicate the day, month and year affixed by their signatures.

SEALED, AND DELIVERED IN THE
presence of

Name of **Design-Builder**

Attest: _____

By: _____
Authorized Signature

CORPORATE SEAL

Title

Dated: _____

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, joint venture, or partnership and their corporate seal must be affixed hereto.

FOR THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION

SEAL

Attest:

Martha N. Dobson, Director, Technology
and Support Services

By: _____
Director of Transportation Solutions

Dated: _____

Approved as to Form:

Frederick H Schranck
Deputy Attorney General

Dated: _____