
Exhibit 1 to Part 3 Project-Specific Terms

(Date of Standard Exhibit 1 to Part 3: July 2013)

This Exhibit 1 to Part 3 (2013 Lump Sum Design-Build Agreement Between Department and Design-Builder) contains project-specific terms that are hereby incorporated, as identified below, into Part 3, Part 4 (2013 General Conditions of Contract Between Department and Design-Builder), and Part 5 (2013 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder).

Department and Design-Builder hereby agree any provisions in this Exhibit 1 that modify a specific clause of Parts 3, 4, or 5 shall supersede the clause contained in Parts 3, 4, or 5.

The Agreement Date is [_____].

The Parties to the Agreement are:

**VIRGINIA DEPARTMENT OF TRANSPORTATION (“Department”),
An agency of the Commonwealth of Virginia:**

Virginia Department of Transportation
Attention: Chief Engineer
1401 East Broad Street
Richmond, VA 23219

DESIGN-BUILDER:

[INSERT DESIGN-BUILDER INFORMATION]

Project Nos.: US 29 & Rio Road Grade Separated Intersection (0029-002-001)
US 29 Widening (0029-002-135)
Berkmar Drive Extension (9999-002-900)
Project: Design-Build Project for Route 29 Solutions
Albemarle County, Virginia

PART 3
2013 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN
DEPARTMENT AND DESIGN-BUILDER

2.1.4 The Department’s Request for Proposals (RFP) is dated October 2, 2014.

2.1.7 The list of all final modifications to the Proposal is as follows:

Addendum No. 1 issued on November 5, 2014

Addendum No. 2 issued on December 5, 2014

5.2.1 The **Final Completion Date** is October 30, 2017.

5.2.2 The **Early Completion and Interim Milestone Date(s)** are in accordance with Attachment to Part 3 Article 5.

5.3 **Adjustments** shall be in accordance with Attachment to Part 3 Article 5.

5.5.1 Liquidated damages for failing to attain Final Acceptance by the Final Completion Date for the Entire Project is in accordance with Attachment to Part 3 Article 5.

5.5.2 Liquidated damages for failing to attain an Interim Milestone and final completion date(s) for the US 29 & Rio Road Grade Separated Intersection are in accordance with Attachment to Part 3 Article 5.

6.1 The **Contract Price** is [*written dollar value*] Dollars (\$[*numerical*]).

6.3 The identification of eligible **Asphalt and/or Fuel and/or Steel** price adjustments for this contract is as follows:

[LIST ASPHALT and/or FUEL and/or STEEL, if any, eligible price adjustments for the Project]

9.1.1 The Department’s Senior Representative is:

[*Name*]

[*Title*]

[*Address*]

[*Telephone Number*]

9.1.2 The Department’s Representative is:

[*Name*]

[*Title*]

[*Address*]

[*Telephone Number*]

9.2.1 The Design-Builder’s Senior Representative is:

[*Name*]

[*Title*]

[*Address*]

[*Telephone Number*]

9.2.2 The Design-Builder’s Representative is:

[*Name*]

[*Title*]

[*Address*]

[*Telephone Number*]

11.1.2 The **Baseline Schedule** shall be submitted within ninety (90) days of Design-Builder’s receipt of the Department’s Notice to Proceed.

PART 3 LUMP SUM AGREEMENT

7.1.5 If Design-Builder fails to make payment to the Subcontractor within the time frame and provisions specified in Section 7.1.3 and 7.1.4 above, the Subcontractor shall notify the Department and the Design-Builder’s bonding company in writing. The Design-Builder’s bonding company shall be responsible for insuring payment to the Subcontractor.

7.1.6 Pursuant to VA. CODE §2.2-4354, Design-Builder agrees to provide the Department, within five (5) days of the Agreement Date, its federal employer identification number.

PART 4 2013 GENERAL CONDITIONS OF CONTRACT BETWEEN DEPARTMENT AND DESIGN-BUILDER

2.2.1 The duration of the **Scope Validation Period** is one hundred and twenty (120) days.

3.1.2 Department shall provide timely reviews and (where required) approvals of submittals, interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder’s schedule, provided, however that, unless stated otherwise in the Contract Documents, Department shall have nine (9) days after receipt of such submissions to act upon such submissions. The Department requires that such design submittal will be complete, are of high quality, and will have been subject to the Design-Builder’s QA/QC program for design documents. Additionally, the

Department will expect the Design-Builder will sequence submittals in such a manner as to not inundate the Department with numerous submittals to review concurrently. Any submittal requiring Federal Highway Administration (FHWA) review will require a fourteen (14) day turn-around time. This Section 3.1.2 shall not be construed to apply to the acquisition of other Governmental Approvals by either the Design-Builder or the Department.

3.6.3 When contracts are awarded to Design-Builder(s) and/or Separate Contractor(s) for known concurrent construction in a common area, the Design-Builder(s) and/or Separate Contractor(s), in conference with the Department's Representative, shall establish a written joint schedule of operations. The schedule shall be based on the limitations of the individual contracts and the joining of the work of one contract with the others. The schedule shall set forth the approximate dates and sequences for the several items of work to be performed and shall ensure completion within the contract time limit. The schedule shall be submitted to the Department's Representative for review and approval no later than twenty-one (21) days after the award date of the later contract and prior to the first monthly progress meeting. The depressed highway/minor tunnel structure for the US 29 & Rio Road Grade Separated Intersection is subject to review by FHWA Headquarters Office in Washington D.C. Any interim design submissions related to the depressed highway/minor tunnel structure will require a fourteen (14) day turnaround time. The schedule shall be agreeable to, signed by, and binding on each Design-Builder(s) and/or Separate Contractor(s). The Department's Representative may allow modifications of the schedule when benefit to the Design-Builder(s) and/or Separate Contractor(s) and the Department will result.

PART 5
2013 DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS
GENERAL PROVISIONS FOR DESIGN-BUILD CONTRACTS BETWEEN
DEPARTMENT AND DESIGN-BUILDER

103.06—Documents Required as a Condition to Award

The portion of the executed Contract submitted by the Successful Offeror shall include the following documents, unless the filing of any of them at a later date is specifically permitted by the RFP or Contract Documents, provided, however notwithstanding anything to the contrary in the Contract Documents, that the submission of an executed Agreement and Contract Bonds shall always be a precondition to Award

- (a) **Contract:** The Agreement executed by the Successful Offeror.
- (b) **Contract Bonds:** Contract Bonds shall conform to the requirements of Section 103.05.
- (c) **Affidavits and Documents:** Affidavits and documents set forth in the RFP and

executed by the Successful Offeror.

(d) **Progress Schedule:** (Not Used)

(e) **Insurance Coverages and Certificates of Insurance:** The Design-Builder shall procure and maintain the insurance coverages required below, in accordance with Paragraph (f) below. Design-Builder shall file certificates of insurance with the Department evidencing the coverages and limits within 15 days after notification of Award of the Contract.

.1. Workers' Compensation and Employer's Liability Insurance, with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident or disease, each employee. If necessary, coverage shall be extended to cover any claims under the United States Longshoreman's Act and Harbor Workers Act and Jones' Act as may be appropriate for the Work.

.2. Commercial General Liability Insurance, including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability with limits of at least \$1 million per occurrence and \$2 million aggregate, applicable on a per project basis.

.3. Automobile Liability Insurance, with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired or borrowed vehicles on-site or off.

.4. Umbrella/Excess Liability Insurance in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of: (a) \$5 million per occurrence and in the annual aggregate for Projects with a Contract Price less than \$15 million; and (b) \$20 million per occurrence and in the annual aggregate for Projects with a Contract Price greater than \$15 million.

.5. Architects/Engineers Professional Liability Insurance, covering Design-Builder's lead design engineer for acts, errors or omissions arising in connection with the Work for not less than: (a) \$2 million any one claim and in the aggregate for Projects with a Contract Price less than \$50 million; and (b) \$5 million any one claim and in the aggregate for Projects with a Contract Price greater than \$50 million. Such insurance shall be maintained throughout the duration of any warranty period and for at least three years after the expiration of any warranty period.

.6. Contractor's Pollution Liability Insurance, to indemnify for bodily injury or property damage or amounts which Design-Builder or its agents, Subcontractors, or employees are legally obligated to pay for clean-

up/remediation arising out of the work undertaken pursuant to the Contract Documents. Such insurance shall have minimum limits of \$5 million any one claim and in the aggregate and shall remain in full force and effect for five years following Final Completion.

.7 Builder's Risk Insurance, to provide coverage for physical loss, destruction or physical damage to the work. Such insurance shall cover Design-Builder, the Department, and all Subcontractors and shall be maintained at a limit of at least 100% of the Contract Price. Such insurance shall include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: right to partial occupancy, earthquake, earth movement, flood, transit, temporary and permanent works, expediting expenses, debris removal, offsite storage, soft costs and commissioning and start-up.

(f) **Insurance Requirements.** Design-Builder shall ensure that all insurances required in Paragraph (e) above contain the following provisions:

.1 With the exception of workers' compensation and architect/engineers' professional liability insurance, the Department shall be named as an additional insured on all policies. Each such policy shall also include the appropriate severability of interest and cross-liability clauses to allow one insured to bring claim against another insured party.

.2 All insurance coverages shall be considered primary and non-contributory with regard to other insurances that might be available to Design-Builder or the Department.

.3 All insurers shall waive rights of subrogation against the Department for any claims covered by insurance required herein.

.4 Any inadvertent errors or omissions by Design-Builder in procuring the insurance required herein shall in no way prejudice the rights of the Department to collect under such policies.

.5 Any deductibles shall be the sole responsibility of Design-Builder.

.6 The insurance shall remain in full force and in effect and will remain in effect for the duration required by the Contract Documents.

.7 No insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Department.

.8 With the exception of workers' compensation and automobile

liability insurance, the insurance policies shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

(g) Additional Insurance Requirements

.1 Design-Builder shall require all Subcontractors to carry the same insurance, and in the same amounts, required by Paragraphs (e)(1), (e)(2) and (e)(3) above.

.2 Design-Builder shall file certificates of insurance with the Department evidencing the coverages and limits described above within the times required by Paragraph (e) above. The certificates shall be executed by approved insurance companies authorized to do business in Virginia with a minimum “Best Rating” of “B +” or greater, and shall cover the Contract.

.3 The insurance coverage limits shall not be construed to relieve Design-Builder or Subcontractor(s) of liability in excess of such coverage, nor shall it preclude the Department from taking such actions as are available to it under any other provision of the Contract Documents or otherwise in law.

DEPARTMENT:

DESIGN-BUILDER:

Virginia Department of Transportation
(Name of Department)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Chief Engineer
(Title)

(Title)

Date: _____

Date: _____

END OF EXHIBIT 1 to PART 3
PROJECT-SPECIFIC TERMS