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# Exhibit 1 to Part 3 Project-Specific Terms

(Date of Standard Exhibit 1 to Part 3: May 2014)

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**Part 3 (2013 Lump Sum Agreement Between Department and Design-Builder), Part 4 (2013 General Conditions of Contract between Department and Design Design-Builder), and Part 5 (2013 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder) of the RFP are incorporated into this contract by reference. A copy of these documents can be found here: <http://www.virginiadot.org/business/design-build.asp>**

**This Exhibit 1 to Part 3 contains project-specific terms that are hereby incorporated, as identified below, into Parts 3, 4 and 5.**

**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 No.: [0000-000-000]  
Project: [Project Name]  
[City/ 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 \_\_\_\_\_.

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

**[LIST PROPOSAL MODIFICATIONS BY NUMBER AND DATE]**

**5.2.1** The **Final Completion Date** is \_\_\_\_\_

**5.2.2** The **Interim Milestone Date(s)** are : \_\_\_\_\_

**[INSERT MILESTONE WORK DESCRIPTION]**

**5.5.1** Liquidated damages for failing to attain Final Acceptance by the Final Completion Date are [*written dollar value*] dollars (\$[*numerical*]) per day.

**5.5.2** Liquidated damages for failing to attain an Interim Milestone Date(s) are as follows:

**[MODIFY ABOVE CLAUSE AS APPLICABLE TO ADDRESS TYPES AND NUMBERS OF INTERIM MILESTONE DATES]**

**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 [days in words] ([days in numbers]) days of Design-Builder's receipt of the Department's Notice to Proceed.

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

**2.2.1** The duration of the **Scope Validation Period** is [days in words] ([days in numbers]) days.

[INSERT ANY ADDITIONAL SPECIFIC SECTION CHANGES TO PART 4]

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

The following shall supersede Part 5, Section 103.06 of the 2013 Division I Amendments to the Standard Specifications General Provision 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.

**[INSERT ANY ADDITIONAL SPECIFIC SECTION CHANGES TO PART 5]**

**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**