
Exhibit 1 to Part 3 Project-Specific Terms

(Date of Standard Exhibit 1 to Part 3: November 2016)

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 (date Final Acceptance must be achieved)** is _____

5.2.2 The **Early Completion** is 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 are [*written dollar value*] dollars (\$[*numerical*]) per day.

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

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

[LIST ASPHALT and/or FUEL, 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 3
LUMP SUM AGREEMENT**

[INSERT ANY ADDITIONAL SPECIFIC SECTION CHANGES TO PART 3]

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

[If liquidated damages for changes or substitutes for Key Personnel is utilized for a specific project, then add the following language]

Section 2.1.5 of Part 4 is hereby modified by adding the following paragraph to the existing language:

If Design-Builder changes or substitutes any Key Personnel for reasons other than such individual's voluntary or involuntary termination of employment, retirement, death, disability, or incapacity, or because Design-Builder has been directed by Department to remove or replace such individual, Design-Builder acknowledges that the Department will suffer significant and substantial losses due to such change or substitution, and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the Department. Therefore, in such event, and regardless of whether such individual has been replaced by an individual approved by the Department, Design-Builder agrees to pay the Department a liquidated amount as follows, for each position held by such individual, as deemed compensation to the Department for such losses:

INSERT TABLE

Design-Builder understands and agrees that any damages payable in accordance with this paragraph are in the nature of liquidated damages, not a penalty, and are reasonable under the circumstances existing as of the Agreement Date. Department shall have the right to deduct any amount owed by Design-Builder to Department hereunder from any amounts owed by Department to Design-Builder, or to collect from any bond furnished by Design-Builder. Such

rights of Department to recover liquidated damages shall not prejudice any other right Department has under the Contract Documents, including but not limited to the right to terminate the Agreement for default.

[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

[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**