

**ACME CONSTRUCTION – ABC ENGINEERING
DESIGN-BUILD PROJECT PROPOSAL
TEAMING AGREEMENT
("Agreement")**

This Agreement between ACME Construction, ("Design/Builder"), a Virginia corporation, and ABC ENGINEERING a Virginia corporation; [Address & Phone] ("ABC ENGINEERING") is effective as of [effective date]. Design/Builder and ABC ENGINEERING are sometimes collectively or individually referred to herein as Team Members or Team Member, respectively.

VDOT ("Client") issued a Request for Proposal ("RFP") by which Client is soliciting the submission of proposals from qualified bidders to perform certain services described herein. Team Members, believe that a cooperative effort between the two will offer Client the best combination of capabilities to achieve optimum performance, cost, and delivery for the project requirements. Team Members desire to enter into this Agreement to provide for the joint preparation of a proposal in response to such RFP and for the allocation of work to be performed under any resulting contract with Client ("Prime Contract"). Team Members desire that their interests in preparing such proposal and in performing work under any resulting contract be set forth in writing.

In consideration of the mutual obligations herein made and undertaken, Team Members, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1 - Allocation of Responsibility/Submission of Proposal. Design/Builder shall take principal charge of preparing and submitting the proposal in response to the RFP and performing the work entailed in the resulting Prime Contract. ABC ENGINEERING shall prepare those portions of the proposal relating to and perform the work entailed in, the matters described in **Exhibit A**, subject to the assignment of such additional responsibility by mutual agreement between Team Members from time to time. ABC ENGINEERING shall submit its portion of the proposal to Design/Builder (including all necessary schedules relating to price, technical matters, etc.) in a timely manner. ABC ENGINEERING understands that Design/Builder is responsible for the submission of a fixed price proposal to the Client, and Design/Builder is relying upon ABC ENGINEERING for the development of design services necessary for a competitive and accurate proposal based upon the information known to the Team Members at the time of submission. Design/Builder shall have the final authority for the preparation, evaluation, and submission of the proposal to Client. Design/Builder shall direct and coordinate all contacts with Client pertaining to the preparation of the proposal while keeping ABC ENGINEERING informed of guidance and direction which impacts on ABC ENGINEERING' performance of the work proposed.

The proposal submitted to Client shall contain and identify ABC ENGINEERING' contribution to the proposal and shall also indicate that Design/Builder intends to award a subcontract to ABC ENGINEERING for the work identified as ABC ENGINEERING' responsibility in **Exhibit A** hereto. Nothing contained in this Agreement shall preclude or affect Client's ability to procure directly from either Team Member its respective portion of the requirements contemplated herein.

ARTICLE 2 - Scope of Effort/Submission of Materials. **Exhibit A** sets forth the division of work and responsibility between the Team Members. Cost and pricing data will be submitted in accordance with applicable procurement requirements. Team Members may be competitors in future proposal efforts therefore only summary pricing data will be submitted with the Design/Builder 's proposal. If detailed cost and pricing data is required to enable the Design/Builder to comply with its reporting requirements under the RFP, the ABC ENGINEERING agrees to submit that data to Client. Team Members agree to negotiate from the findings reported by that Client review to satisfy Client's requirements.

ARTICLE 3 - No Participation in Alternative Response. Unless and until this Agreement terminates as provided herein, Team Members shall not participate in any effort to prepare or execute a proposal in response to the RFP outside of the terms of this Agreement. However, it is understood that nothing contained herein shall be deemed to restrict either Team Member from quoting, offering to sell, or selling to

others any items or services that it may regularly offer for sale, even though such items or services may be included in the proposal.

ARTICLE 4 - Solicitation of Employees. Team Members agree that during the term of this Agreement and any resulting Prime Contract, it shall not directly solicit or recruit the employees of the other Team Member associated with the performance of this Agreement.

ARTICLE 5 - Form of Agreement. This Agreement does not constitute a partnership, joint venture, or any other form of business association. The relationship between Team Members shall be that of a consultant/subconsultant teaming arrangement in accordance with applicable Client requirements. Neither Team Member is the agent of the other, and, except as expressly provided in this Agreement, neither may bind the other. No profits, losses, or costs will be shared under any provision of this Agreement.

ARTICLE 6 - Award of Subcontract. In the event that the Design/Builder is awarded Prime Contract in response to the RFP, Team Members agree to execute a Design Subcontract in a form materially similar to that attached as **Exhibit B**. If a "best and final offer" is requested by Client, ABC ENGINEERING shall cooperate in establishing a competitive strategy consistent with Client's requirements. Design/Builder shall use all reasonable efforts to secure approvals for any subcontracts, or changes or supplements thereto, which are subject to any required approvals of Client.

ARTICLE 7 - Proprietary Information. Unless otherwise agreed, Team Members shall maintain information acquired from the other Team Member, Client, or prepared under this Agreement in confidence; provided however, that said obligation of confidentiality shall not apply to information which is: (1) in or becomes, through no fault of Team Member, part of the public domain; (2) received by Team Member from a third party without obligations of confidentiality; (3) in Team Member's possession prior to receiving it from the other Team Member or Client; or (4) required to be disclosed by law. Other than a limited right of use consistent with the intent and purposes of this Agreement, no right or license to the other Team Member under any trademark, trade secret, patent, or copyright is either granted or implied by the transmittal of any proprietary matter to that Team Member.

This Agreement shall not preclude either party from making disclosures of proprietary matters to Client as part of the proposal; provided, however, that any such matters disclosed or delivered to Client shall be appropriately marked with restrictive materials in accordance with applicable Client requirements. It is further understood that either Team Member, upon notifying the other, may disclose to any of its subsidiaries, in connection with the effort contemplated by this Agreement, any matter made available by the disclosing Team Members under this Agreement, provided that each subsidiary, prior to such disclosure shall have to agree to be bound by the provisions of this Article.

ARTICLE 8 - Publicity. Any news release, public announcement, advertisement, or publicity proposed to be released by a Team Member concerning the Prime Contract or their efforts in connection with the Proposal or any resulting Prime Contract will be subject to the written approval of the other Team Member, or Client if so required, prior to release. Full consideration and representation of the respective roles and contributions of all Team Members shall be given in any such statement.

ARTICLE 9 - Termination. Except as expressly provided in Article 7, all rights and obligations of the Team Members under this Agreement shall terminate upon the happening of any of the following: (1) cancellation by Client of either its RFP, or the requirements for the portion of the Prime Contract allocated to ABC ENGINEERING under this Agreement; (2) award by Design/Builder of all subcontracts to ABC ENGINEERING for the work allocated to ABC ENGINEERING in **Exhibit A** under this Prime Contract; (3) refusal of Client to approve ABC ENGINEERING for the portion of the Prime Contract allocated to the ABC ENGINEERING in **Exhibit A**, notwithstanding Design/Builder 's exercise of its best efforts to secure such approval; (4) expiration of the term of one (1) year following the date hereof, unless such term is extended by mutual agreement; (5) mutual agreement of the Team Members to terminate this Agreement; or (6) a material breach by either Team Member of any of the provisions contained herein. Upon termination of this Agreement, Team Members shall, within 60 days of termination, if requested, return to the other Team Member all writings that reflect or embody proprietary matter of the other Team Member in such Team Member's possession or under its control.

ARTICLE 10 - Force Majeure. Neither Team Member shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other Team Member or that could not have been reasonably foreseen and prevented.

ARTICLE 11 - Limited Warranty and Limitation of Remedies. Team Members warrant that each has the right to enter into this Agreement and fully perform all obligations undertaken. Team Members warrant that the data, information, and other material furnished to the other Team Member does not infringe any third party rights in any U.S. patent, copyright, or trade secret.

Each Team Member disclaims any and all promises, representations, and warranties, except as expressly set forth in this Agreement, with respect to: (1) any data, information, or other material furnished hereunder, including their conditions; (2) conformity to any representation or description; (3) the existence of any latent or patent defects, and (4) merchantability or fitness for a particular purpose.

In no event shall Team Members be liable to the other for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other.

ARTICLE 12 - Assignment. Neither Team Member shall assign its interests, duties or obligations hereunder without the prior written consent of the other Team Member.

ARTICLE 13 - Governing Law. This Agreement shall be governed in accordance with the laws of the State of Virginia

ARTICLE 14 - Entire Agreement. The foregoing paragraphs and references contain the entire agreement between the Team Members and supersede any previous understandings, commitments, or agreements (oral or written) with respect to RFPs, proposals, or any subcontracts or other work emanating from this Prime Contract.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

Design/Builder

ABC ENGINEERING

Signature

Signature

Typed Name/Title

Typed Name/Title

Date of Signature

Date of Signature

EXHIBIT A

The following generally outlines ABC ENGINEERING' tasks and responsibilities under this Teaming Agreement:

In the event of an award under this Agreement the work will be divided as follows: