**CONTRACT BETWEEN UNIVERSITY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES
$10K to $50K A/E FEE**

This Contract dated this       day of      ,       is between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia (“University”) and       (“Architect/Engineer” or “A/E”), whose Identification Number (FEIN or SSN) is      , and is binding among and between these parties as of the date of the University’s signature.

**RECITALS**

1. The legal address for the University and for the A/E and the addresses for delivery of Notices and other project documents are as follows:

**University**- **The Rector and Visitors of the University of Virginia**

Attn- Donald E. Sundgren, Associate V.P. & Chief Facilities Officer

Address- P.O. Box 400726 (22904-4726) (U.S. Mail)

 575 Alderman Road (22903) (Physical Address)

City, State, Zip- Charlottesville, VA

Telephone- (434) 982-5836 FAX (434) 982-5049

**A/E**-

Attn-

Address-

City, State, Zip -

Telephone- (     )      -      FAX (     )      -

1. The University requires professional A/E services for the following work (the “Project”):
2. After competitive procurement pursuant to the University Procurement Rules and the Higher Education Capital Outlay Manual (hereinafter called “the Manual”), latest edition, as revised, the University has selected above-named A/E to perform the duties of A/E for the Project.
3. The rights and duties of the University and A/E applicable to University of Virginia projects are set forth in the Manual, latest edition, as revised, and any subsequent revisions during the course of the Project Design Phase shall apply to this Project. Chapter 3, 5, 6, and 8 set forth procedures for determining additional services related to revisions to the Manual and compensation therefore.

**5.** During competitive negotiations, the A/E agreed to provide the A/E services for the Project under the terms and conditions set forth below.

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**1.** **Scope of Services**

The A/E agrees to provide all labor and resources necessary to perform the services described in the A/E letter dated       (Hereafter called the A/E Letter).

The A/E further agrees to provide the additional services included in the negotiations and set forth in the A/E Letter in conformance with the requirements of the Manual.

1. **Contract Amount**

The University will compensate the A/E for such Basic and Additional Services, including a Fixed Fee “reimbursable expense” amount, for a total contract amount of       dollars ($     ) on the terms and conditions set forth herein, as established and agreed upon during competitive negotiations.

The following items (if any), which are described in greater detail in the A/E Letter, shall be paid for as reimbursable expenses in accordance with the provisions of the Manual:

(1)

(2)

1. **Payments**

Payments to the A/E shall conform to the provisions of the Manual, Chapter 3. The A/E agrees to make payments to its subcontractors and consultants in conformance with the provisions of the Manual, Chapter 3.

The fee shall be proportioned as specified in the Manual.

1. **Contract Documents**

The following documents are incorporated into this Contract:

* 1. The Manual, 2009 edition, including the Appendices and Revisions VI, the latest revision dated April 29, 2009 (by reference)
	2. MOU dated NA
	3. A/E Letter dated July 21, 2018 (attached)
1. **Termination**

The University or the A/E may terminate this contract as set forth in the Manual, Chapter 3.

1. **Disputes/ Claims**

Any contractual claims shall be submitted in accordance with the Procedure for Resolution of Contractual Claims of the University included by reference here in.

In witness whereof the undersigned have executed this contract on the dates set forth beside their respective signatures.

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|  **A/E** | **For The Rector and Visitors of the University of Virginia**  |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature in Ink) (Date) | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature in Ink) (Date) |
| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Jeff Moore, P.E., VCCO Construction Services and Contract Administration Director |
|  |  |
| ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) (Date) | ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) (Date) |

Attachments:

A/E Letter

Professional Services Contract Administrator \_\_\_\_\_\_\_

Construction Services & Contract Admin. Director \_\_\_\_\_\_\_\_