**CONTRACT BETWEEN UNIVERSITY & ARCHITECT/ ENGINEER FOR PROFESSIONAL SERVICES FEES LESS THAN $80K**

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

575 Alderman Road (22903) (Physical Address)

City, State - Charlottesville, VA

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

**A/E** -

Attn -

Address -

City, State, Zip -

Phone - (     )      -      FAX (     )      -

1. The University requires professional A/E services for the following work (the “Project”):
2. After 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 further 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 and the A/E Services. Chapters 3, 5, 6, and 8 set forth procedures for determining additional services related to revisions to the Manual and compensation.

**5.** During 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 which are a part of the A/E Contract, 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) and MOU if applicable.

The A/E further agrees to provide the additional services included in the negotiations and set forth in the A/E Letter and MOU if applicable 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 the Total Contract Amount of       dollars ($     ) on the terms and conditions set forth herein, as established and agreed upon during negotiations.

The following items (if any), which are described in greater detail in the A/E Letter and MOU if applicable, are part of the Total Contract Amount and shall be paid for as reimbursable expenses in accordance with the Terms and Conditions of the Manual:

(1)

(2)

The Total Contract Amount will be adjusted upward or downward by Change Order to reflect the actual amount of any approved reimbursable expenses.

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 Total Contract Amount shall be proportioned as specified in the Manual and MOU if applicable.

1. **Contract Documents**

The following documents are incorporated into this Contract:

* 1. The Manual, latest revision dated June 28, 2023, including Appendices (by reference)
  2. MOU, dated NA, included as Attachment A
  3. A/E Letter dated July 21, 2023 (attached)

1. **Authorization to Transact Business**

The A/E certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and that it shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the A/E Contract. The A/E understands and agrees that the University may void this A/E Contract if the A/E fails to comply with these provisions.

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 herein.

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  Contract Administration Services Associate Director | |
|  | |  | |
| ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Signature) (Date) | | ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Signature) (Date) | |

Attachments:

A/E Letter

MOU if Applicable

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

Contract Administration Services Associate Director \_\_\_\_\_\_\_\_