

**HECO-3.4**

**CONTRACT BETWEEN UNIVERSITY & SI**

**FOR CONSTRUCTION-RELATED NONPROFESSIONAL SERVICES LESS THAN $80K**

This Contract dated this 1st day of March 2024 is between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia (“University”) and ? (“Special Inspector” or “SI”), 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 SI 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: c/o Donald E. Sundgren, Associate V.P and Chief Facilities Officer

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

 1571 Pratt Drive, FM Shop #2 (22904) (Physical Address)

City, State: Charlottesville, VA

Phone: (434) 924-6387

SI:

Attn:

Address:

City, State, Zip:

Phone:

Email:

SCC ID #

1. The University requires nonprofessional SI services for the following work (the “Project”) identified as:

Project Title:

Project Code #
Work Order #

Project #

Purchase Order #

General Project Description:

The purposes, functions, criteria, and general requirements are set forth in the:

[x]  SI Proposal

1. After procurement pursuant to the “Restructuring Act” and the University Procurement Rules the University has selected the above-named SI to perform the duties of SI for the above-described project (“Project”).
2. The rights and duties of the University and SI applicable to University projects are set forth in the University of Virginia HECOM revised 6/28/2023 (hereinafter called “the Manual”). The Sections of the Manual detailed in “Construction-related Nonprofessional Services" under Section 1.5.2 of the Manual shall apply to this Project as further detailed and modified in this Contract. Any references to “A/E” (or to words or abbreviations of similar import) or to other contractors of the University in these Sections of the Manual shall be deemed to apply to the SI, and any reference to “Professional Services” shall be deemed a reference to “Construction-related Nonprofessional Services” under the Manual and to the “Services” under this Contract.
3. During negotiations, if applicable, the SI agreed to provide the SI 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 SI Contract, and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Services**

The SI will provide Cost Consultant Services (“Services”) for the Project, including all labor and resources necessary to perform the services described in the SI proposal dated ? (Hereafter called the SI Letter). The SI may provide Services directly and/or through Affiliates, which means an entity that owns, is owned by, or under common control with the SI.

1. **Contract Amount**

The University will compensate the SI for such Basic Services and Additional Services, including a Fixed Fee “reimbursable expense” amount, for the Total Contract Amount of ? **Thousand and ?/100 Dollars ($?0,000.00)** on terms and conditions set forth herein and as established and agreed upon during negotiations, if applicable.

The Total Contract Amount includes an approved value for the reimbursable expense items which the University can only modify by Change Order.

1. **Payments**

**eVA Vendor Registration:** The SI must register in eVA prior to making the first Application for Payment. eVA vendors are subject to a transaction fee for which the Commonwealth of Virginia, Department of General Services will invoice. Vendors can find more information at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

**Payment Works Registration:** The University requires the SI to register with Payment Works. Provide the name and email address of the person who will complete the registration to Bruce Jackson at brj2n@virginia.edu and he will send an invitation email with instructions.

The SI will submit an invoice(s) to the University. Payment(s) to the SI will generally conform to Section 3.16. of the Manual. The SI agrees to make payments to its Subcontractors and Consultants, if applicable, in conformance with Section 3.17. The Total Contract Amount shall be proportioned as specified in the Manual if applicable.

1. **Contract Documents**

This Contract shall consist of the following, which the University has incorporated by reference into this Contract and lists below in order of precedence following the Contract which has precedence over all:

* 1. Sections of the Manual listed in Section 4 of Recitals above.
	2. SI Proposal dated ?,
1. **Authorization to Transact Business**

The SI 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 SI Contract. The SI understands and agrees that the University may void this SI Contract if the SI fails to comply with these provisions.

1. **Termination**

The University and the SI may terminate this Contract as set forth in the Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 3.22. For purposes of this Contract, references to “A/E” in Section 3.22 of the Manual shall mean SI.

1. **Disputes/ Claims**

The SI shall submit any contractual claims in accordance with the Procedures for Resolution of Contractual Claims of the University of Virginia, set forth in Section 13.4 of the Manual.

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

|  |  |
| --- | --- |
| **For Firm Name?** by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name? (date) Title? ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) (date) | **For The Rector and Visitors of the University of Virginia**by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Jeff Moore, P.E., VCCO (date) Contract Admin Services Associate Director ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) (date) |

Attachments:

[x]  SI Proposal

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

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