****

**HECO-3**

**CONTRACT BETWEEN UNIVERSITY AND A/E**

**FOR PROFESSIONAL SERVICES**

This Contract dated this       day of      , 2020 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) 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: c/o Donald E. Sundgren, Associate V.P and Chief Facilities Officer

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

One Morton Drive, Suite 301 (22903) (Physical Address)

City, State: Charlottesville, VA

Telephone: (434) 982-5836

**A/E**:

Attn:

Address:

City, State, Zip:

Telephone: (   )    -

SCC ID #

1. The University contemplates development of the following project identified as:

Project Title:

Project Code #        
Work Order #

Project #

Purchase Order #

General Project Description:

See also “Project Description” in the .

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

Memorandum of Understanding (MOU)

Request for Proposal (RFP)

A/E Proposal

1. After competitive negotiation pursuant to the “Restructuring Act”, the University has selected the above-named A/E to perform the duties of A/E for the above-described project (“the Project”).
2. The A/E understands and agrees that the construction budget and “Design-Not-To-Exceed” amount established for the Project is       dollars ($     ).
3. The rights and duties of the University and A/E applicable to University projects are set forth in the University of Virginia HECOM (hereinafter called “the Manual”). The Manual, latest version, shall apply to this Project.
4. During competitive negotiations, if applicable, the A/E agreed to provide the A/E services for the Project under the terms and conditions set forth below and in the MOU, if applicable.

**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 gather data for and confirm with the University the detailed requirements of the Project, design the Project, prepare all necessary Drawings and Specifications, administer the construction contract, and otherwise comply with all requirements for Basic Services as set forth in the Manual including its Appendices, and in the  and RFP if identified in item #2 above.

The A/E further agrees to provide the Additional Services included in the negotiations and set forth in the in conformance with the requirements of the Manual and other requirements for such services.

1. **Design-Not-To-Exceed Construction Budget**

The A/E agrees to design the Project so that costs can be expected to fall within the “Design-Not-To-Exceed” construction budget shown above. If the cost estimates indicate a potential problem in securing a price/bid within the "Design-Not-To-Exceed" construction budget, the A/E shall notify the University and shall work with the University, at no additional fee, unless otherwise directed by the University, to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-Not-To-Exceed" construction budget.

If the low price/ bid exceeds the "Design-Not-To-Exceed" construction budget identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-Not-To-Exceed" construction budget shall be executed by the A/E at no additional fee to the University, unless otherwise directed by the University.

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 terms and conditions set forth herein and in the , as established and agreed upon during competitive negotiations, if applicable.

The Contract Amount includes an approved value for the reimbursable expense items and can only be modified by Change Order. The maximum fee for each phase is set forth in the Payment Schedule below.

1. **Payment Schedule**

**eVA Vendor Registration:** The A/E must be registered in eVA prior to making the first Application for Payment. eVA vendors are subject to a transaction fee for which they will be invoiced by the Commonwealth of Virginia, Department of General Services. More information can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

**PayMode Registration:** The University requires the A/E to enroll in Bank of America’s PayMode® method for receipt of electronic invoice payments. More information can be found at [www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods).

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 follows:

|  |  |  |
| --- | --- | --- |
| A. | **Basic Services** |  |
|  | Design Phase | $N/A |
|  | Bid & Negotiation Phase | $N/A |
|  | Construction Contract Administration Phase | $N/A |
|  | Post Construction Phase | $N/A |
|  | Other: | $N/A |
|  | **Subtotal Basic Services Fee** | **$N/A** |
|  |  |  |
| B. | **Additional Services** |  |
|  | Additional Services to be provided by the A/E are listed in detail in the . | |
|  |  |  |
|  | **Total Additional Services Fee** | **$N/A** |
|  |  |  |
| C. | **Reimbursables** |  |
|  | Reimbursable expenses are itemized and described in detail in the . | |
|  |  |  |
|  | **Total Amount for Reimbursables** | **$N/A** |
|  |  |  |
|  | **TOTAL CONTRACT AMOUNT (including A + B + C) =** | **$N/A** |

1. **Contract Documents**

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

* 1. HECOM, latest version
  2. Amendments to MOU dated      ,
  3. MOU dated      ,
  4. Amendments to RFP #       dated      ,
  5. RFP #       dated      ,
  6. A/E Proposal dated      ,
  7. Other:      ,

1. **Termination**

The University and the A/E may terminate this Contract as set forth in the Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts.

1. **Disputes/ Claims**

Any contractual claims shall be submitted in accordance with the Procedures for Resolution of Contractual Claims of the University of Virginia, included herein by reference.

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

|  |  |
| --- | --- |
| by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) (date)  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) (date) | For The Rector and Visitors of the University of Virginia  by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date)  Associate V.P. and Chief Facilities Officer  ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) (date) |

*For Contracts Greater Than $5 Million use the following signature lines. Delete if not needed.*

by: \_\_\_\_\_\_\_\_\_

Jennifer W. Davis (date)

Executive V.P. and Chief Operating Officer

ATTEST: \_\_\_\_\_\_\_\_\_

(signature) (date)

Reviewed and Approved

as to Legal Form & Sufficiency:

by: \_\_\_\_\_\_\_\_\_

Pamela H. Sellers (date)

Associate General Counsel and

Special Assistant Attorney General

Attachments:

MOU

A/E Proposal

Contract Administrator for Prof. Services \_\_\_\_\_\_\_\_\_

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