****

**HECO-9CM**

**CONTRACT BETWEEN UNIVERSITY AND CONSTRUCTION MANAGER**

This Contract, dated this 3rd day of , , between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia (collectively, the “University”), and Firm Name (the "Construction Manager" or "CM") 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 CM and the addresses for delivery of Notices and other project documents are as follows:

 University of Virginia

 , Contract Administrator for Construction

 One Morton Drive, Suite 301, Charlottesville, Virginia 22903

 (434) 243-3541 FAX: (434) 982-5108

 Construction Manager:

 Attn:

 Address:

 City, State, Zip:

 Telephone:       FAX:

 Virginia License #       F.E.I.N.:

2. The Project is identified as:

**Project Title:**

**Project Code:**      ; **WO #**      ; **Project #** P-     ; **RFP #**

**GENERAL PROJECT DESCRIPTION:** Provide construction management for the Services Phase(s) of the       Project for the purpose and to the extent set forth in the CM Contract (the "Project").

(*Instructions: pick the phase-appropriate language below, complete the material if necessary, then delete these instructions and the other, non-applicable material.)*

*(Document Review, Procurement, & Construction Services Phases Only)*

The University will finalize the subsequent CM Construction Phase(s) Fixed Price with a separate contract(s) after future receipt of Subcontractor bids/ proposals as described in the CM's attached Price Proposal Form.

*(Document Review & Procurement Services Phases Only)*

The University will finalize the subsequent Construction Services Phase Fixed Price with a separate contract(s) after future receipt of Subcontractor bids/ proposals as described in the CM's attached Price Proposal Form.

*(Document Review Services Phase Only)*

The University will finalize the subsequent two phases (Procurement and Construction) with separate contracts, in accordance with the CM's attached Price Proposal Form.

*(Procurement Services Phase Only)*

The University issued the contract for the first phase (Document Review) on \_\_\_\_\_\_\_\_\_\_. The University will finalize the third phase (Construction) with a separate contract in accordance with the CM’s Revised Price Proposal Form attached. The contracts are in sequence of occurrence.

*(Construction Services Phase Only)*

The University issued the contract for the first phase (Document Review Phase) on \_\_\_\_\_; the University issued the contract for the second phase (Procurement Phase Services) on \_\_\_\_\_\_. The contracts are in sequence of occurrence and are priced and documented in the CM’s Revised Price Proposal Form attached.

*(CM Construction Phase – Fixed Price)*

The University issued the contract for the Document Review, Procurement, and Construction Services Phases on \_\_\_\_\_\_\_\_\_; this contract finalizes the subsequent CM Construction Phase(s) Fixed Price utilizing the Subcontractor bids/ proposals as described in the CM's attached Price Proposal Form. The contracts are in sequence of occurrence.

The Project Title, Project Code, Work Order #, and Project # indicated above are required to be shown for identification purposes on all project related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (e-Builder H-12 process), test reports, and related materials.

3. After competitive negotiation pursuant to Attachment 1 “Rules Governing Procurement of Goods, Services, Insurance, and Construction” (the “Rules”) of the “Policy Governing the Procurement of Goods, Services, Insurance, and Construction and the Disposition of Surplus Materials” (the “Policy”) adopted by the Board of Visitors of the University of Virginia, included in Exhibit F of  Chapter 3 of the  Management Agreement dated November 15, 2005, by and between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia (as enacted by Chapters 933 and 943 of the 2006 Acts of Assembly, as amended by Chapters 675 and 685 of the 2009 Acts of Assembly and Chapters 116 and 161 of the 2011 Acts of Assembly) (the “Management Agreement”), the CM is awarded this Contract to perform the Work described by the Contract Documents for the above-described project (“the Project”).

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

**1. STATEMENT OF WORK:** The CM shall furnish all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents (as hereinafter defined).

**2. CONTRACT DOCUMENTS:** This Contract shall consist of the following (the “Contract Documents”) which, in the event of conflicts among them, shall take precedence in the following order:

 [x]  This Contract Between University and Construction Manager (HECO‑9CM)

 [x]  Supplemental General Conditions to CO-7/ CO-7DB Revised February 6, 2012

(*CM Construction Utilities*)

 [x]  General Conditions of the Construction Contract, , Revised

  (*Referred to as the “General Conditions”)*

 [ ]   #       to the

 [x]  Request for Proposals (RFP) #      , dated

 [x]

[ ]  Special Contractual Conditions attached to the

[ ]  Project Specifications with attachments dated

[ ]  Project Plans dated

[x]  Higher Education Capital Outlay Manual (HECOM) dated November 3, 2020

[x]  CM’s  dated

[ ]  Proposal Correspondence:

1) email dated

2) email dated

3) email dated

[x]  CM’s Technical Proposal dated

All of these documents are incorporated herein by reference.

**3. TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a Notice to Proceed from the University. The CM understands that time is of the essence and agrees that Substantial Completion of the entire project shall be no later than (\_\_\_\_\_\_ calendar days from the receipt of the Notice to Proceed.) or (\_\_\_\_\_date\_\_\_\_\_\_ based on an anticipated Notice to Proceed no later than \_\_\_\_\_date\_\_\_\_\_\_.) The CM shall achieve Final Completion of the Work within  calendar days after the date of Substantial Completion of the Work.

**4. TERMINATION:**

 (A) The University may terminate this Contract on fourteen (14) days notice in writing. Upon such termination, the CM shall immediately cease Work and take such steps as the University may require assigning to the University the CM's interest in all Subcontracts and purchase orders, which the University designates. After all such steps have been taken to the University's satisfaction, the CM shall receive as full compensation for its work under this CM Contract all amounts otherwise due for Work successfully completed during the applicable phase under the terms of this CM Contract through the date of termination.

 (B) Payment for any Additional Services shall be made in an amount equal to the proportion of that work successfully performed/ provided up through the date of the notice of termination, as compared to the total change order price.

 (C) The CM shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided in this section. Upon payment of the foregoing, the University shall have no further obligations to the CM of any nature.

**5. COMPENSATION TO BE PAID TO THE CM:**

(A) The CM agrees to manage the Project, administer all Construction and , and otherwise comply with all of the terms and conditions of the CM Contract and applicable law, for the project Phase(s) as described above including the Amendments and for a total lump sum price of       dollars ($     ). Proportioning of this fee for payment for the Work performed by the CM in accordance with the CM Contract shall be as described in RFP #       - Section H – **Method of Payment** and.

(B) The University shall base monthly payments due for each phase on the progress of the Project as compared to the Master Project Schedule approved by the University.

(C) It is further agreed that the following items are not included in the Basic Services fee and will be paid for as Additional Services and/or as reimbursable expenses upon prior approval evidenced by a written Change Order:

(1) Unit Costs Offered;

*(2) (for Agency Construction Phase Only)*

 On-site laborer/ supervisor to provide miscellaneous work, general labor and supervise clean-up on an as-needed basis. The person shall be an employee of the CM and have general construction experience, including labor supervision.

(D) Payment amounts will be based on the actual quantities authorized, provided, and approved multiplied by the unit costs indicated in the CM’s .. The University shall adjust the final Contract amount by Change Order as required.

**6. PAYMENTS:** The CM shall be registered in eVA. Please refer to the **eVA Vendor Registration Requirements** at <https://eva.virginia.gov/register-now.html>. The University states the procedures for establishing a Schedule of Values for the Work, for requesting monthly progress payments for Work in place, and for requesting payments for properly stored materials in the General Conditions. Unless otherwise provided under the Contract Documents, any interest on payments due the CM shall accrue in accordance with §46 of the Rules.

**7. CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in §53 of the Rules and §47 of the General Conditions.

**8. NON-DISCRIMINATION:** §10 of the Rules applies to this Contract. See §4 of the General Conditions.

**IN WITNESS WHEREOF**, the parties hereto on the day and year written below have executed this agreement in  counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**CONSTRUCTION MANAGER:**

 FIRM NAME

 Seal

By: \_\_\_\_\_\_\_\_ Attest:

 Corporate Officer:

 Title:       Date:

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNIVERSITY:**

**THE RECTOR AND VISITORS OF THE**

**UNIVERSITY OF VIRGINIA**

By: Attest:

 Date:

Date:

*For Contracts $5 Million and Greater (Note: Remove This Line & All Lines Below if Not Needed or Delete Just This Note if This Approval Section is Used)*

By: Attest:

Jennifer W. Davis

Executive Vice President and Chief Operating Officer Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: