****

**HECO-9DB**

**CONTRACT BETWEEN UNIVERSITY AND DESIGN BUILD CONTRACTOR**

This Contract, dated this 13th day of , , between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia (collectively, the “University”), and       (the "Contractor"), 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 Contractor 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) 982-4620 FAX: (434) 982-5108

 Contractor:

 Attn:       email:

 Address:

 City, State, Zip:

 Telephone:       FAX:

 Virginia License #       F.E.I.N.:

 A/E:       email:

 Address:

 City, State, Zip:

 Telephone:       FAX:

 Virginia License #

2. The Project is identified as:

**Project Title:**

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

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.

**GENERAL PROJECT DESCRIPTION:**

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 Contractor 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 Contractor shall furnish all labor, equipment, and materials and perform all Work for the design and the construction of 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 Contractor (HECO‑9DB)

[ ]  Supplemental General Conditions to CO-7/ CO-7DB Revised February 6, 2019 –

*(Construction Utilities)*

[x]  General Conditions of the Design Build Contract, HECO-7DB/ CO-7DB, Revised July 1, 2019/ April 2015 (*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 / Bridging Documents dated

 [x]  Higher Education Capital Outlay Manual (HECOM) dated April 29, 2009

[x]  Contractor’s Price Form dated

[ ]  Proposal Correspondence:

1) email dated

2) email dated

3) email dated

[x]  Contractor’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 Contractor 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 Contractor shall achieve Final Completion of the Work within  calendar days after the date of Substantial Completion of the Work.

**4. COMPENSATION TO BE PAID TO THE CONTRACTOR:** The University agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of   dollars ($ ).

**5. PAYMENTS:** The Contractor shall be registered in eVA. Please refer to the **eVA Vendor Registration Requirements** at <https://eva.virginia.gov/register-now.html>. The University states 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 Contractor shall accrue in accordance with §46 of the Rules.

**6. 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.

**7. 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.

**CONTRACTOR:**

 Seal

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

 Corporate Officer:

 Title:       Date:

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

**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: