

**TERM CONTRACT BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Contract dated this _____ day of _____, 20__ is between the CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Owner") and _____ ("Architect/Engineer" or "A/E"). This Contract shall become binding between these parties as of the date of the Owner's signature.

GENERAL PROVISIONS

1. **Party Representatives and Addresses.** Notices required by this Contract, and other documents and information required to be provided to a party, shall be sent to the individuals designated below, at the addresses given. From time to time, a party may, by written notice given to the other party, change its designated representative and/or address:

Owner-

Attn-
Address-
City, State, Zip-
Telephone () FAX ()

A/E -

Attn-
Address-
City, State, Zip-
Telephone () FAX ()

A/E's FEIN/SSN: _____
A/E's SCC ID #: _____

2. The Owner, from time to time, requires professional architectural and/or engineering services for discrete tasks (e.g., investigations, studies, reports, design of small projects, etc.), projects, and related services on an "as needed" basis. The purposes, functions, criteria and general requirements for the scope of work on a task or particular project will be set forth in a Project Order issued to the A/E by the Owner.

3. The rights and duties of the Owner and Architect/Engineers applicable to the Owner's projects are set forth in the A/E Contract Terms and Conditions of the A/E Contract attached hereto and incorporated by reference as if set forth verbatim.

4. Subsequent to the conduct of a competitive negotiations public procurement process (OWNER's RFP # _____) ("RFP"), the Owner selected the A/E for award of this Contract. The A/E agrees to perform services to the Owner in accordance with this Contract and the documents incorporated herein by reference.

5. Project Orders (a/k/a "work authorizations") may be issued to the A/E by the Owner only during the Contract Term. Although the potential exists for multiple Project Orders with a maximum aggregate total

of \$1,500,000 during the Contract Term, the Owner does not represent or guarantee that the A/E will receive any Project Orders during the Contract Term.

6. The Owner reserves the right, at its sole discretion, to issue other RFPs for similar work and other projects as the need may occur. The Owner also reserves the right to issue Project Orders to other A/E's under other term contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project.

7. The A/E represents that neither it, nor any parent, subsidiary or other related entity, has any other term contract currently in effect with this Owner.

SPECIFIC PROVISIONS

1. Scope of Services

The A/E agrees that it is willing and able during the Contract Term to provide professional services ("Services") on an as-needed basis during the Contract Term. The purposes, functions, criteria and general requirements for the scope of services on a particular task or particular project will be set forth in a Project Order issued to the A/E by the Owner. All Services rendered by the A/E under Project Order(s) shall conform to the attached Terms and Conditions.

2. Project Orders:

Specific Services to be rendered by the A/E shall be those described in written Project Orders signed by both parties (Project Orders may also be referred to by the parties as "work authorizations").

The first Project Order (Project Order #1) may be issued at any time during the initial Term of this Contract. Additional Project Orders may, at the Owner's sole discretion, be authorized during the initial, or any subsequent, Term of this Contract. However, the Owner does not guarantee that the A/E will receive any Project Orders during the Term of this Contract.

3. Design-Not-To-Exceed Construction Budget

Where applicable, the A/E agrees to provide information and professional documents described within Project Order(s) so that bids received by the OWNER based on such information and documents can be expected to fall within a "design-not-to-exceed" construction budget shown on the Project Order. If the low bid received by the Owner exceeds the "design-not-to-exceed" budget by less than ten (10%) percent, the A/E agrees to assist the Owner in negotiations with the low bidder to arrive at a construction contract amount acceptable to the Owner. If the low bid amount exceeds the "design-not-to-exceed" budget by more than ten (10%) percent, the A/E agrees, if directed by the Owner, to redesign or modify the design of the Project as necessary to obtain a bid within the "design-not-to-exceed" construction budget. Such negotiation and/or redesign services by the A/E shall be at no additional cost to the Owner.

4. Professional's Compensation

No individual Project Order fee shall exceed \$200,000 and the aggregate total of all fees for all "Project Orders" issued during the Contract Term shall not exceed \$1,500,000.

The fair and reasonable prices as negotiated by the parties are attached hereto and incorporated herein by reference, as if set forth herein verbatim ("Price Schedule"). The Price Schedule shall be used by the parties

Comment [A1]: What number do you want to use?

in determining the cost of each project performed. The Owner shall determine the lump sum amount of each Project Order based on the estimated time required, the marked up hourly rates set forth in the attached Price Schedule and the Scope of Services required.

In emergency situations or for investigations or similar work where an estimate of time required cannot reasonably be determined to establish a lump sum fee, the Project Order shall be issued to be paid on an hourly basis per the marked up hourly rates set forth in the attached MOU. Such project orders shall usually include a "maximum" or "not-to-exceed" fee amount. The actual Project Order cost shall be based on the A/E's accounting of its manhours expended on the Project Order, submitted by classification, multiplied by the MOU scheduled classification hourly rates.

5. State vendor registration; payment terms

eVA Vendor Registration: The A/E shall be a registered vendor in eVA.

Payments to the A/E shall conform to the provisions of the attached A/E Contract Terms and Conditions. The A/E agrees to make payments to its subcontractors and consultants in conformance with the provisions of the attached Terms and Conditions. Unless otherwise provided under the Contract Documents, interest on payments due the A/E shall accrue at the rate of one percent per month.

6. Contract Documents

The following documents are incorporated by reference into this Contract, and whenever reference is made to the "Contract" or to the "parties' Contract", such reference shall include the provisions of each of the following documents:

- a) A/E Contract Terms and Conditions
- b) Pricing Schedule
- c) Each and every Project Order agreed to by the parties during a Term of this Contract
- d) General terms and conditions referenced in OWNER's RFP, and other RFP requirements
- e) **[Other, if any]**

7. Contract Term:

Under this Contract, Project Orders may be issued during a period of one year following the date of the Owner's execution of this Contract ("Contract Term"). If a Project Order is issued during the Contract Term for a Price which, aggregated together with all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the \$1,500,000 limit, then no further Project Orders may be issued during the Contract Term. It is understood that the A/E's Services rendered pursuant to the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work commenced during the Contract Term is completed, with the exception of the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, **at its sole discretion**, renew this Contract for a maximum of four additional one-year Contract Terms (each, a Contract "Term"). If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, which ever occurs first. A new aggregate limit of \$1,500,000 shall apply to any additional one-year Contract Term. **Unused amounts from a previous Contract Term shall not carry forward to the second Contract Term.**

8. 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 Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

9. Modifications

OWNER and A/E may, by mutual agreement set forth in writing, modify this Contract or any Project Order granted hereunder. Any modification that would increase the compensation to be received by the A/E by 25%, or \$50,000, whichever is greater, shall have the prior approval of the OWNER's governing board.

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

(Type or Print all data except signatures, which shall be hand-written in ink.)

_____	<u>Charlottesville-Albemarle Airport Authority</u>
ARCHITECT/ENGINEER	OWNER
By: _____	By: _____
<i>(Signature in ink)</i> <i>(Date)</i>	<i>(Signature in ink)</i> <i>(Date)</i>
Name: _____	Name: _____
Title: _____	Title: Executive Director

Attachments:

- Attachment A-- Terms and Conditions for A/E Contract
- Attachment B-- Pricing Schedule, dated _____, 20__
- Attachment C-- *[Other?]*