

DGS-30-028
(Rev. 03/20)

CO-3.2
Page 1 of 3

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

This Contract dated this 11th day of December, 2020 is between University of Mary Washington ("Owner") and HDH Associates ("A/E") and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notices (including email addresses), are as follows:

For the Owner : University of Mary Washington
Attn: Gary Hobson
Address 1301 College Avenue

City, State, Fredericksburg, Virginia 22401
Telephone (540) 654-1292 FAX (540) 654-1069
Owner's Project Manager David Hatcher

For the A/E : HDH Associates
Name David Liebal, PE, RRC
Address 400 West Main Street

City, State, Zip Christiansburg, Virginia 24073
Telephone (540) 381-7999 FAX (540) 381-7990

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Owner requires professional architectural/engineering services for the following Project (the "Project"): Architectural and Engineering services for the roof replacement of Farmer Hall.

The general requirements for the A/E's Services are set forth in the attached Owner's Scope of Services, included as Attachment B and which is incorporated herein.

3. After competitive procurement pursuant to the VPPA, the Owner has selected the A/E to perform the duties of A/E for the Project.

4. The rights and duties of the Owner and A/E are further set forth in the Terms and Conditions of the A/E Contract (CO-3a) and the A/E Manual. The A/E Manual and any subsequent revisions during the course of the Project Design Phase shall apply to this Project and the A/E Services.

5. During competitive negotiations, pursuant to the VPPA, 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.

THEREFORE, in consideration of the Recitals set forth above and which are a part of the A/E Contract, and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Services**

The A/E agrees to provide all labor and resources necessary to perform the Basic Services described in the Owner's Project Scope of Services.

The A/E further agrees to provide the Additional Services set forth in the MOU in conformance with the requirements of the A/E Manual for such Additional Services.

2. **Total Contract Amount**

The Owner will compensate the A/E for such Basic and Additional Services, including a budgeted reimbursable expense amount, for the Total Contract Amount of Thirty-five thousand one hundred and sixty-four dollars (\$35,164.00).

The Total Contract Amount shall be adjusted upward or downward by Change Order to reflect the actual amount of reimbursable expenses approved for reimbursement.

3. **Payments**

eVA Vendor Registration: The A/E shall be a registered vendor in eVA. See the attached eVA Vendor Registration Requirements.

Payments to the A/E shall conform to the provisions of the Terms and Conditions of the A/E Contract, Section 21. The A/E agrees to make payments to its Subcontractors and Consultants in conformance with the provisions of the Terms and Conditions of the A/E Contract, Section 22.

The Total Contract Amount shall be apportioned as specified in the MOU.

4. **Contract Documents**

The following documents are incorporated by reference into this Contract:

- a. Terms and Conditions of the A/E Contract (CO-3a);
- b. The A/E Manual;
- c. MOU, - N/A.
- d. Scope of Work, HDH Proposal dated December 09, 2020 included as Attachment A;
- e. eVa Vendor Registration Requirements, included as Attachment C;

5. **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 A/E Contract. The A/E understands

and agrees that the Owner may void this A/E Contract if the A/E fails to comply with these provisions.

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.]

HDH Architects
ARCHITECT/ENGINEER

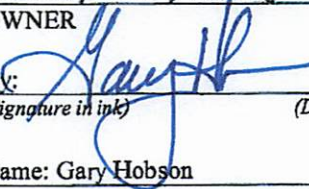
By:  12-15-2020
(Signature in ink) (Date)

Name: David Liebel, PE, RRC

Title: Vice President

ATTEST:  12-15-20
(Signature in ink) (Date)

Univeristy of Mary Washington
OWNER

By:  12/17/2020
(Signature in ink) (Date)

Name: Gary Hobson

Title: Director, Capital Outlay

ATTEST:  12/17/2020
(Signature in ink) (Date)