

APPENDIX A



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER AND/OR ARCHITECT

The Engineer/Architect shall provide the services set forth in this Agreement in accordance with the terms and conditions of this Agreement. The Engineer/Architect warrants that such services shall be performed with the skill and care exercised by similar professionals rendering these types of services under similar conditions in the same locality and in accordance with sound Engineering/Architectural practices ("Standard of Care").

SECTION 1. - DESCRIPTION OF SERVICES

(See Attached Description of Services).

SECTION 2. - ACCESS TO SITE

The OWNER shall make provisions for the ENGINEER and/or ARCHITECT to enter upon public property as required for the ENGINEER and/or ARCHITECT to perform its services under this AGREEMENT.

SECTION 3. - HOLD HARMLESS - INDEMNIFICATION

Professional Responsibility of ENGINEER and/or ARCHITECT:

ENGINEER and/or ARCHITECT agrees, for itself, its agents, servants, employees, subcontractors, and sub- ENGINEERs and/or sub-ARCHITECTs, to perform all work hereunder or associated herewith in accordance with all applicable professional standards and in accordance with sound Engineering practice and principles.

As to all matters of professional responsibility, ENGINEER and/or ARCHITECT agrees to indemnify and hold harmless the OWNER, its agents, volunteers, servants, employees and officials, from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors or omissions of ENGINEER and/or ARCHITECT or those for whom ENGINEER or ARCHITECT is legally liable.

With the prior approval of the OWNER, ENGINEER, and/or ARCHITECT may assume the defense of any such professional liability claim(s) made against the OWNER, its agents, volunteers, servants, employees or officials.

General Responsibility of ENGINEER and ARCHITECT:

As to all matters of liability related to or arising out of this Agreement other than professional liability, ENGINEER and/or ARCHITECT agrees to indemnify and hold harmless the OWNER, its agents, volunteers, servants, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the acts, errors or omissions of ENGINEER and/or ARCHITECT or those for whom ENGINEER or ARCHITECT is legally liable.

With the prior approval of the OWNER, ENGINEER, and/or ARCHITECT may assume the defense of any such claim(s) made against the OWNER, its agents, volunteers, servants, employees or officials.

SECTION 4. - ENVIRONMENTAL CONSIDERATIONS

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the OWNER, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by ENGINEER and/or ARCHITECT (or by its agents, officers, employees, sub-contractors, sub-ENGINEERs, and/or sub-ARCHITECTs, or any other persons, corporations or legal entities employed, utilized, or retained by ENGINEER or ARCHITECT) in the performance of this Contract or

related activities, shall be paid by ENGINEER and/or ARCHITECT. This paragraph shall survive the termination, cancellation or expiration of this Contract.

SECTION 5. - OWNERSHIP OF DOCUMENTS

It is understood and agreed by and between the parties hereto that all survey notebooks, reports, drawings, studies, calculations, specifications memoranda, estimates, computations, etc. produced by the ENGINEER and/or ARCHITECT in the execution of this AGREEMENT, shall become and remain the property of the OWNER upon termination or completion of the work and the OWNER shall have the right to use same for any public purpose without compensation to the ENGINEER and/or ARCHITECT other than as hereinafter provided.

SECTION 6. - COMMENCEMENT OF WORK

The services to be performed by the ENGINEER and/or ARCHITECT in accordance with this AGREEMENT shall begin within five (5) days after receipt of official notice from the OWNER to proceed with the work.

SECTION 7. - GENERAL

- A. The ENGINEER and/or ARCHITECT shall provide consultation to the Authority in matters relating to its assets and strategic development initiatives, including acting as the authorized representative of the Authority in regard to engineering, architectural and construction interests and questions for external entities and agencies. The ENGINEER and/or ARCHITECT shall attend meetings during any phase of the work as may be requested by the OWNER.
- B. Attendance at Authority meeting: A representative of the ENGINEER and/or ARCHITECT shall attend the regularly scheduled once-a-month meeting of the Authority to provide information to the Authority as required, to make presentations as required, and to provide general consultation on issues either on the regular agenda or discussed in executive sessions. Additional representatives may, from time to time, be required to handle presentations as required, and to provide general consultation on issues either on the regular

agenda or discussed in executive sessions. Additional representatives may, from time to time, be required to handle presentations on special subject matters at the direction of the Authority.

- C. The ENGINEER and/or ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER or ARCHITECT, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee working for the ENGINEER and/or ARCHITECT, any fee, commission, percentage, brokerage fees, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the OWNER shall have the right to annul this AGREEMENT without liability, or, in its discretion, deduct from this AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- D. The ENGINEER and/or ARCHITECT shall not engage the services of any person or persons in the present employment of the OWNER on any work covered by this AGREEMENT without written permission from the OWNER.
- E. ENGINEER and/or ARCHITECT shall not assign its rights and duties under this AGREEMENT without the prior written consent of the OWNER.
- F. The OWNER shall assist the ENGINEER and/or ARCHITECT by placing at its disposal all available information pertinent to the project as soon as practicable after request by the ENGINEER and/or ARCHITECT for such information.
- G. The OWNER reserves the right to terminate this AGREEMENT in whole or in part at any time, after providing the ENGINEER and/or ARCHITECT fifteen (15) days advance notice in writing, at which time the ENGINEER or ARCHITECT shall discontinue all work and services and, upon payment of all amounts owed to the ENGINEER or ARCHITECT, shall deliver to the OWNER all records, drawings, field notes, plans or other data completed or partially completed, and these shall become and remain the property of the OWNER.

- H. In the event this AGREEMENT is so terminated, payment shall be made on the basis of the actual percentage completed on the effective date of termination.
- I. The ENGINEER and/or ARCHITECT shall furnish to the OWNER proof of a valid City of Virginia Beach business license, if applicable.
- J. The ENGINEER and/or ARCHITECT shall incorporate in any final project design the Accessibility Guidelines of the Americans with Disabilities Act (ADA) of 1990, as amended.
- K. The OWNER requires all communication materials (power points, flyers, reports, etc.) to meet ADA requirements that are publicly shown as part of public meetings or uploaded digitally to the website for transparency purposes. The ENGINEER and/or ARCHITECT, or sub-consultants who present in public meetings on behalf of the OWNER, are encouraged to self-train to acquire accessibility skills for document compliance. Documents that do not meet ADA standards will be returned to the ENGINEER and/or ARCHITECT until accessibility requirements are met prior to presenting or publishing.
- L. If a corporation, limited partnership or limited liability company, the ENGINEER and/or ARCHITECT further represents that it is in good standing with the State Corporation Commission under the laws of the Commonwealth of Virginia and will remain in good standing throughout the term of this AGREEMENT.

SECTION 8. - CHANGES IN WORK

There may be no modification of this AGREEMENT, except in writing, executed by the authorized representatives of the OWNER, ENGINEER and/or the ARCHITECT.

SECTION 9. - CLAIMS FOR EXTRA COMPENSATION

If ENGINEER or ARCHITECT encounters work and services not included in this Contract or any supplement thereto but, which in the opinion of ENGINEER and/or ARCHITECT, is necessary for the successful completion of the Contract and requires extra compensation, ENGINEER or ARCHITECT shall, before it begins the work on which it bases its claim, promptly notify the OWNER in writing of its intention to

perform the work and to make claim for extra compensation. Notification by ENGINEER and/or ARCHITECT under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the OWNER shall promptly review any claim for extra compensation. If a claim is accepted by the OWNER, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by ENGINEER and/or ARCHITECT shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the OWNER to analyze the need for the extra work and the costs claimed for the work. Where ENGINEER and/or ARCHITECT intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, such costs incurred by ENGINEER and/or ARCHITECT in preparing a claim shall be maintained in a separate account, clearly coded and identified, and shall be subject to audit by the OWNER.

SECTION 10. - DELAYS

In the event of a substantial delay in progress of work due to factors other than the ENGINEER'S and/or ARCHITECT'S operation or actions, the maximum total compensation payable, net fee and schedules of completion will be subject to review upon request by the ENGINEER and/or ARCHITECT or the OWNER, accompanied by adequate substantiating data to justify a change. Any consideration given as a result of such delays will be made on an individual basis with a study being made of the influencing factors at the time of the delay.

SECTION 11. – INSURANCE

(See Attachment B - Insurance)

- A. The ENGINEER and/or ARCHITECT agrees to secure and maintain in full force and effect at all times during the period this Contract is in effect, the following policies of insurance:
- B. Workers' Compensation Insurance as required under Title 65.2 of the Code of Virginia.
- C. Commercial General Liability Insurance, including contractual liability and products and completed operations liability coverages in an amount not less than

one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.

- D. Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
- E. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000).
- F. All policies of insurance required herein shall be written in a form, and by insurance companies licensed to conduct the business of insurance in Virginia, acceptable to the OWNER and shall carry the provisions that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice (or 10-day notice in the case of non- payment of premium) to the OWNER.
- G. The enclosed ACORD should be used for certification of such insurance, as well as any and all other insurance which is required under the terms of this AGREEMENT.

SECTION 12. - PROGRESS SCHEDULE

This Contract is an Annual Services Contract. A Progress Schedule will be developed and submitted to the OWNER in response to the individual work as it arises.

SECTION 13. - COMPENSATION TO ENGINEER AND/OR ARCHITECT

(See Attachment C – Compensation to ENGINEER AND/OR ARCHITECT)

- A. There will be no charge to the Authority for the representative of the ENGINEER AND/OR ARCHITECT at the regularly scheduled monthly meetings, or any additional representative as deemed necessary by Authority or ENGINEER AND/OR ARCHITECT.
- B. Dependent on consultant performance, the Hourly Rate Schedule can be requested for each of the option years with a maximum annual increase of 3% for each classification or expense category.
- C. Payments made to subconsultants and subcontractors engaged by the Engineer to render

services for the Authority shall be reimbursed at direct cost. Copies of subcontract invoice shall be submitted with each invoice.

- D. Invoices submitted by the ENGINEER and/or ARCHITECT to the Authority shall be sufficiently detailed and organized so that the Authority will be able to determine that all charges are valid project charges for services actually completed at the time of billing and incurred through the billing cycle.

SECTION 14. - NONDISCRIMINATION/DRUG FREE WORKPLACE PROVISIONS:

Employment discrimination by ENGINEER and/or ARCHITECT shall be prohibited.

- A. During the performance of this AGREEMENT, the ENGINEER and/or ARCHITECT agrees as follows:
- i. ENGINEER and/or ARCHITECT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of ENGINEER and/or ARCHITECT. The ENGINEER and/or ARCHITECT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. ENGINEER and/or ARCHITECT, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER and/or ARCHITECT, will state that ENGINEER and/or ARCHITECT is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - iv. ENGINEER and/or ARCHITECT will include the provisions of the foregoing Sections A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. During the performance of this Agreement, ENGINEER and/or ARCHITECT agrees as follows:
- i. ENGINEER and/or ARCHITECT will provide a drug-free workplace for ENGINEER's employees.
 - ii. ENGINEER and/or ARCHITECT will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in ENGINEER's and/or ARCHITECT's workplace and will specify the actions that will be taken against employees for violations of such prohibition.
 - iii. ENGINEER and/or ARCHITECT will state in all solicitations or advertisements for employees placed by or on behalf of ENGINEER and/or ARCHITECT that ENGINEER and/or ARCHITECT maintains a drug-free workplace.
 - iv. ENGINEER and/or ARCHITECT will include the provisions of the foregoing Sections A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 15. - ANTI-COLLUSION

- A. The ENGINEER and/or ARCHITECT warrants that it did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1- 9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
- B. The ENGINEER and/or ARCHITECT hereby certifies that this AGREEMENT, or any claims resulting therefrom, is not the result of or affected by any act of collusion with or any act of another person or persons, firm or corporation engaged in the same line of business or commerce.

- C. The ENGINEER and/or ARCHITECT hereby further certifies that it has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this project. The ENGINEER and/or ARCHITECT also certifies that it has not made any false, fictitious or fraudulent statements or representations or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry in connection with this project.
- D. The ENGINEER and/or ARCHITECT further agrees that neither it nor any partnership, association or corporation in which its officers, directors or shareholders shall have a pecuniary interest will sell or furnish any building materials, supplies or equipment for any building or structure designed pursuant to this AGREEMENT.
- E. The ENGINEER and/or ARCHITECT further agrees to require all sub-contractors, sub-ENGINEERS, sub-ARCHITECTs, or any other persons, corporations, or legal entities providing or furnishing labor, material, equipment, work, or professional services related to this AGREEMENT valued in excess of \$10,000 to execute an anti-collusion statement as a condition of payment.

SECTION 16. - PROPRIETARY PRODUCTS

- A. In accordance with the 1982 Virginia Public Procurement Act as amended, the ENGINEER and/or ARCHITECT will identify, to the OWNER, all proprietary products designed, specified or directed to be used in this Project, prior to incorporation into the bidding documents.

"Proprietary" specifications are defined as including only one name brand with or without "or equal" if the ENGINEER and/or ARCHITECT know or reasonably should know that there is only one practicable supplier of the product. Two or more manufacturers of each product specified must be included in the bidding documents unless approved, in advance, by the OWNER.

SECTION 17. - APPLICABLE LAW/COMPLIANCE WITH ALL LAWS/VENUE

- A. Applicable Law:

This AGREEMENT shall be deemed to be a Virginia Contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this AGREEMENT shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

B. Compliance With All Laws

- i. ENGINEER and/or ARCHITECT shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. ENGINEER and/or ARCHITECT represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. If the ENGINEER and/or ARCHITECT is a corporation, partnership or limited liability company, ENGINEER and/or ARCHITECT further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract. ENGINEER and/or ARCHITECT shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of ENGINEER's and/or ARCHITECT's obligations hereunder.
- ii. ENGINEER and/or ARCHITECT agrees that it does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.
- iii. The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the

performance of this Agreement, ENGINEER and/or ARCHITECT shall comply with the Virginia Human Rights Act, as amended.

C. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

SECTION 18. - PROPRIETARY INFORMATION

- A. Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the OWNER reserves the right to submit such information to the City Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

SECTION 19. - SUBMISSION AND DISPOSITION OF CLAIMS

Prompt knowledge by the OWNER of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the OWNER and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the OWNER with notice of the ENGINEER and/or ARCHITECT intention to file a claim which (i) describes the act or omission by the OWNER or its agents that the ENGINEER and/or ARCHITECT contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the OWNER within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided,

however, if such damage is deemed certain in the opinion of the ENGINEER and/or ARCHITECT to result from its acting on an order from the OWNER, it shall immediately take written exception to the order.

For purposes of this provision, “claim” shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the ENGINEER and/or ARCHITECT. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The OWNER will review the claim and render a final decision in writing within 30 days of receipt of ENGINEER’s and/or ARCHITECT’s written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

SECTION 20. - LAWS TO BE OBSERVED

The ENGINEER and/or ARCHITECT shall keep fully informed of federal, state, and local laws, bylaws, ordinances, orders, decrees, and regulations of governing bodies, courts, and agencies having any jurisdiction or authority that affects those engaged or employed on the work, the conduct of the work, or the execution of any documents in connection with the work. The ENGINEER and/or ARCHITECT shall observe and comply with such laws, ordinances, regulations, orders, or decrees and shall indemnify and hold harmless the OWNER and its agents, officers, or employees against any claim for liability arising from or based on their violation, whether by himself, his agents, his employees, sub-ENGINEERS, or sub-ARCHITECTs. If the ENGINEER and/or ARCHITECT observes that the contract documents are at variance therewith, he shall promptly notify the OWNER in writing. The ENGINEER and/or ARCHITECT shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his bid or Contract or prosecution of the work thereunder. The ENGINEER and/or ARCHITECT shall permit examination of any records made subject to such examination by any federal or state law or by regulations promulgated thereunder by any state or federal agency charged with enforcement of such law.

In accordance with Title 2.2, Subtitle II, Part B, Chapter 43, Article 4, of the Code of Virginia (Virginia Public Procurement Act), the ENGINEER and/or ARCHITECT shall make payment to all sub-ENGINEERS and/or sub-ARCHITECTs, as defined in the Code, within 7 days after receipt of payment from the OWNER; or, shall notify the OWNER, the sub-ENGINEER and/or the sub-ARCHITECTs in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made

as noted, the ENGINEER and/or ARCHITECT shall pay interest at the rate of 1 percent per month, unless otherwise provided in the contract, to the sub-ENGINEER and or the sub-ARCHITECT on all amounts that remain unpaid after 7 days except for the amount withheld as provided herein.

The same requirements shall be included in each subcontract and shall be applicable to each lower-tier sub-ENGINEER and/or sub-ARCHITECT. The ENGINEER and/or ARCHITECT shall provide OWNER with its social security number or federal taxpayer identification number prior to any payments under this Contract.

The ENGINEERs and/or ARCHITECTs obligation to pay an interest charge to a sub-ENGINEER and/or sub-ARCHITECT pursuant to the payment clause in this section may not be construed to be an obligation of the OWNER. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Section 21 - CONSULTANT PERFORMANCE EVALUATION (CPE)

A Performance Evaluation will be conducted to provide historical consultant performance, which will be maintained on file for reference purposes in future project awards. The OWNER will complete a Consultant Performance Evaluation annually.

Section 22 - NON-APPROPRIATION – AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that the OWNER shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the OWNER shall immediately notify the ENGINEER and/or ARCHITECT of such occurrence, and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) was (were) received without penalty or expense to the OWNER of any kind whatsoever.

Section 23 - AUDITS

The Owner shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other

materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Engineer and/or Architect, including, but not limited to, those kept by Engineer and/or Architect, its employees, agents, assigns, successors and subconsultants. The Engineer and/or Architect shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of the Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Owner, through its employees, agents, representatives, contractors or other designees, during normal business hours at Engineer's and/or Architect's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia that is convenient for the Owner. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Corporate Name

By: _____
President

Virginia Code 47.1-14

He/She/They is/are personally known to me or has/ have produced _____ as
identification.

STATE OF _____

CITY OF _____: to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do hereby
certify that _____, President of _____

whose name is signed to the writing above bearing date on _____ has

acknowledged the same before me in my City and State aforesaid.

GIVEN UNDER MY HAND THIS ____ DAY OF _____, 202_.

[AFFIX NOTARY SEAL]

Notary Public

Notary Registration Number: _____

My Commission Expires: _____

CITY OF VIRGINIA BEACH DEVELOPMENT AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: _____

Chair / Vice Chair

COMMONWEALTH OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, Chair / Vice Chair of the City of Virginia Beach Development Authority, on its behalf. He/she was personally known to me or provided sufficient identification.

NOTARY PUBLIC

My Commission Expires: _____

My Registration Number: _____

APPROVED AS TO CONTENT:

Economic Development

APPROVED AS TO LEGAL SUFFICIENCY:

City Attorney

Attachment A: Section 1 – Description of Services

The form of the services to be rendered by the Engineer/Architect is to be dictated by the specific service to be rendered. In the event a specialized consultant is required for specific work, the Authority will select such a consultant after receiving recommendations from the Engineer/Architect. The specialized consultant will be retained by the Authority in the manner deemed appropriate by the Authority.

Upon determination by the OWNER of a need for services from the ENGINEER and/or ARCHITECT, the OWNER will verbally and/or in writing notify the ENGINEER and/or ARCHITECT of services required and the desired time frame for the completion of those services. The ENGINEER and/or ARCHITECT shall, within five (5) working days of such notification, deliver to the OWNER a written description of services to be provided, a schedule for the completion of the services and an estimated fee supported by person-hours in each category (See Section XIII) and direct expenses or an estimated fee for the required services. The OWNER will then provide the ENGINEER a written notice to proceed. The ENGINEER and/or ARCHITECT shall commence the requested services within five (5) working days after receipt of written notice to proceed by the OWNER.

The ENGINEER and/or ARCHITECT and the OWNER are cognizant that many of the services requested by the OWNER and to be provided by the ENGINEER under this AGREEMENT will be of a “time is of the essence” nature. Accordingly, the ENGINEER and/or ARCHITECT will provide prompt responses and expedite services to the OWNER in all cases. The time frames described herein are maximum time frames for routine services. Upon request to do so by the OWNER, the ENGINEER and/or ARCHITECT will take reasonable measures to shorten the time frames described herein.

Attachment C: Section 13 - Compensation to ENGINEER and/or ARCHITECT

This agreement is renewable on an annual basis, from the date of notice to proceed, for four (3) consecutive one-year terms, not to exceed a total term of four (4) years. Both the OWNER and the ENGINEER and/or ARCHITECT must agree to each annual renewal. Such agreement to each annual renewal will be in the form of a letter signed by authorized representatives of the OWNER and the ENGINEER and/or ARCHITECT.

For this contract, maximum expenditures will not exceed \$8,000,000 per year and will not exceed \$2,500,000 per work order. If the Contract is extended, the ENGINEER and/or ARCHITECT must also provide proof that it has the insurance coverage required in Section XI of the contract.

The ENGINEER and/or ARCHITECT shall prepare and submit monthly invoices for work in progress. If the invoice is approved, OWNER shall make payment within 30 days.