

THE UNIVERSITY OF RHODE ISLAND

Solicitation Information DATE 5/16/23

RFP# 101275

TITLE: A & E LANDS & GROUNDS FACILITY

Submission Deadline: 6/9/23 2:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than **DATE 5/25/23 12:00 PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

ANDREA TURANO/rlc

Note to Applicants:

- Applicants should register on-line at the URI Controller's Website at <https://web.uri.edu/controller/accounts-payable/suppliers/>
- Proposals received without a completed URI Bidder Certification Form may result in disqualification.

Respondent Information:

Company Name _____

Address _____

Contact Name _____

Contact Email _____ :

Contact Phone _____

University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and www.ridop.ri.gov .

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Indicate Yes (Y) or No (N):

____ 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

[illegible]

SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

____ 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

____ 2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

____ 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

____ 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

____ 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

____ 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

____ 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.pdf>) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

____ 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

____ 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML)
Category: _____

____ 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name: _____

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer

SECTION 1: INTRODUCTION

The University of Rhode Island Board of Trustees /University of Rhode Island is soliciting proposals for URI Lands and Grounds New Facility from qualified OFFERORS to provide Design Services in accordance with the terms of this Request for Proposal (“RFP”) and General Terms and Conditions of Purchase which may be obtained at: <https://web.uri.edu/purchasing/files/BOGREG.pdf>

The initial contract period will begin approximately September 1, 2023, for 48 Months with allowable extensions: 1 year after substantial completion or the end of the warranty period based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the University of Rhode Island Purchasing Department pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content shall be borne by the vendor. The University assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the University of Rhode Island Purchasing Director.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal, and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

8. Vendors are advised that all materials submitted to the University of Rhode Island Purchasing Department for consideration in response to this RFP may be considered to be public records, as defined in R. I. Gen. Laws § 38-2-1, *et seq.*, and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature. Vendors are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a “confidentiality header/footer” on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by URI.**

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (as well as the “Certificate of Compliance”) <https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-related-forms> and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”) (collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. N/A

14. N/A

15. Architectural and Engineering Services:

- a. Persons or firms practicing Architectural and/or Engineering Services in the State of Rhode Island must possess a proper registration and Certificate of Authorization in accordance with Rhode Island General Laws.
- b. A copy of the current RI Certificate of Authorization for the firm and current Rhode Island registrations(s) for the individual(s) who would perform the work must be included behind the front page of each copy of the proposal.
- c. The Board of Design Professionals can be contacted as follows:
Division of Design Professionals
1511 Pontiac Avenue
Cranston RI 02857
Phone: (401) 462-9530
Fax: (401) 462-9532
<http://www.bdp.state.ri.us/>
- d. The respondent's Proposal will be disqualified and removed from consideration if the proposal fails to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s).

16. N/A

17. N/A

18. N/A

19. N/A

Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and University employees or their agents regarding this solicitation, except with express permission of the University Purchasing Department. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided herein.

If a Bidder fails to notify the University of Rhode Island Purchasing Department contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

SECTION 2: BACKGROUND

URI Lands & Grounds employs a crew staffed by Groundskeepers, Sr. Gardeners, Arborists, Landscape Maintenance Technicians (LMTs), Heavy Equipment Operators and student workers. Among these workers include a crew dedicated to athletics area grounds and sports field management. The URI campus includes a 6-mile road network and an ever increasing network of walkways stretching over 13 miles. The L&G department is responsible to maintain all areas of the Kingston campus, including portions of East Farm and Peckham Farm. Campus duties include ground and road repairs, litter control, snow removal, mowing, trimming, tree work,

planting/pruning flowers and shrubs, lawn fertilizing and weed control, sports field management and event support.

L&G currently occupies space in multiple buildings across the URI service sector and Athletics fields. The 2022 URI Service District Master Plan Update prepared by Kleinfelder and GM2 (see attachment A) proposes demolition of several of the deteriorating L&G structures and consolidating the program spaces into two purpose-built L&G structures – one located on Tootell Road and one at West Alumni Ave Athletics fields. The masterplan suggests multi phased construction delivery via multiple Design Bid Build projects.

With this project, URI seeks to create one of the two L&G structures - a 14,400 GSF building within the service district on Tootell Road adjacent to the existing Salt Barn structure. This building will accommodate approximately 2,400 GSF program space including L&G offices, breakroom, lockers, restrooms and showers plus 12,000 GSF vehicle and equipment storage. The intent is to design the structure in a way that will allow for the construction to be phased if necessary. The first phase will be the offices and breakroom spaces, followed by the storage spaces. The phases could be separated by a courtyard or be combined as a single building. Outdoor seating / break space shall be included as part of the project. It is envisioned that the design of the buildings will take advantage of pre engineered steel building construction methods with minor Architectural and Landscaping upgrades to create both cost effective and attractive additions to the URI campus. Please refer to precedent examples within attachment A suggesting a vertical rib metal clad building with masonry / concrete base. Alternative construction methods with similar schedule and cost benefits will also be considered.

The site has already been selected as part of the Service District masterplan and the design team shall include a Civil engineer to both design the required substructure and to evaluate and design storm water retention methods in the vicinity to offset any loss due to the project.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

Scope of Project (See Attachment D)

The project will involve the design of a single new building for the URI Lands & Grounds group that may be delivered in two phases on the URI Kingston campus. The program may be adjusted as necessary to meet current needs after the project programming is verified and/or to meet budgetary considerations. The University will review the project after Schematic Design, Design Development, and 50% CD stages relative to the cost estimates and available budget.

Pre-Design & Schematic Design Services: Programming and planning deliverables for the above project to include but not limited to:

- Working with URI PM and project stakeholders, revisit and confirm L&G Space and functional programming requirements identified in the Service District Master Plan Update prepared by Kleinfelder and GM2 (see attachment A).
- Program revisions/adjustments to align scope of work with budget
- As a basic service, perform a site survey including sufficient area to include storm water management site works.
- Liaise with regional pre-engineered steel building construction companies on standard detailing, costing and compliance with All applicable State codes.

- Conceptual design floor plans and elevations
- A minimum of four (4) renderings suitable to illustrate the design.
- Building Code Review evaluation and report that identifies challenges and variances required. Early stage meeting(s) with RI Building Code Commission for preliminary code feedback.
- Construction cost estimates for the work in consultation with pre-engineered building manufacturers.

Design and Construction Documentation Services: The balance of the design services will include completion of the design development and construction documents, specifications, and construction administration, and all other A/E services for the new L&G building. Please reference Attachment D – Scope of Services for additional information.

Design Parameters

The following parameters must be considered in the proposed design solutions:

- Existing conditions: Firms shall include in their basic services fee, the necessary time and materials needed to investigate and record the existing utilities, systems, and other conditions of the site. Firms shall perform a site survey as a basic service.
- Accessibility: The project shall include any alterations or new construction necessary to provide ADA accessibility to areas within the project scope as required by code and as per URI program requirements.
- Site logistics: Documentation illustrating site logistics throughout the construction process shall be included in the bid documents for the General Contractor and also for the University community as informative outreach updates.
- Project Delivery: This project will be delivered via a design, bid, build process. This will NOT be a Construction Manager at Risk process. This will NOT be a design build. There will not be conversations with the General Contractor prior to bidding to “explain” the design and documentation. The bid set must speak for itself.
- Phasing Plans: The Architect and their design team shall work with the University to create phasing plans. All phasing details need to be documented by the Architect and design team in the Construction documents for General Contractors to bid.
- Building Infrastructure: Design of all required building infrastructure is included as a basic service inclusive of all Fire Code/Life Safety matters.
- Mechanical, electrical and plumbing system installation and upgrades to include all requirements to meet code and or programmatic needs.
- Interior Design and exterior façade design: To include architectural materials and finishes selections, signage to university standards including any donor and building graphic materials. In coordination with the Owner, the Architect will select and incorporate the selected furniture and equipment information in the floor plan layout and coordinate architectural and MEP components to allow maximum flexibility and functionality. Design incorporation of addition Owner supplied, Owner installed furniture and equipment (if any).

- LEED®: Although the project will not seek LEED certification, it is to be designed to achieve a “Silver” status in the LEED® commercial interiors rating system developed by the U.S. Green Building Council.

Design Process Expectations

- Programming: The selected firm will begin the project by working with the building committee to establish a program for the URI Project Stakeholders. As part of this process, the consultant will provide research findings showing “best practices” utilized at other similar facilities with regard to pre engineered steel building construction methods, square footage needs, typical program elements and amenities, building efficiency factors, and costs.
- Design documentation is to include the following phases: Schematic Design, Design Development, and Construction Documents. This would also include progress meetings with the State Fire Marshall and the Building Commissioner in order to attain project approvals.
- Coordination of the design, documentation and all disciplines are the responsibility of the Project Architect. The University of Rhode Island’s contract will be with the Architect. Sub-consultants, their deliverables and performance are the responsibility of the Architect. The Architect is responsible for ensuring the drawings are accurate. As stated above, this will be a design, bid, build delivery process. All submissions and deliverables to the University shall be vetted within the selected A/E design team for quality control and accuracy prior to the documents being received by the University. Delegated design will not be accepted. Terms such as “by others” will not be accepted. The drawings must clearly state which discipline is responsible for the scope illustrated.
- Coordination with URI: The selected firm will coordinate the project design development and construction documents with the university’s Campus Design & Capital Projects Offices, Facilities Operations staff, safety and risk-management personnel, engineers, and other stakeholders in the project.
- Specialty Expertise: The selected A/E team is required to include the following specialty firms or personnel with the proposed team:
 - ▶ Structural consultant with experience in similar facilities.
 - ▶ Mechanical, electrical, plumbing/fire protection (MEP/FP) consultants with experience with similar facilities.
 - ▶ A registered LEED professional that can guide the project design to meet the requirements of LEED Silver.
 - ▶ An independent cost consultant experienced with university buildings, pre engineered steel buildings and the Rhode Island construction market.
 - ▶ A building code consultant with Rhode Island project experience.
- Building Commissioning: An independent commissioning agent will be retained by URI for the Ballentine project. As part of the A/E’s work, the selected firm will be required to coordinate with the commissioning consultant and the selected Specialty Firms listed above.

- All required meeting time necessary to achieve the specified outcome shall be included in the fee proposal.
- Form of Agreement: See Attachment “B”, *Standard Form of Agreement between Architect and Owner* for a detailed scope of expected Architect’s services and terms of contract agreement. Submission of a proposal is an acknowledgment and acceptance of the terms and conditions set forth in Attachment B

SECTION 4: PROPOSAL

A. Technical Proposal

URI will establish a technical review committee (TRC) to evaluate submitted vendor proposals related to this RFP. The proposals will be evaluated by the TRC in two phases. In Phase 1, the TEC will evaluate the written proposals. Proposals that meet the minimum scoring threshold for Phase 1 (described further below) will advance to Phase 2. In Phase 2, URI will require selected vendors to provide a presentation/demonstration of their proposed system. Phase 2 will be evaluated accordingly.

Narrative and format: The separate technical proposal should address specifically each of the following elements:

(1) A letter of transmittal signed by an owner, officer or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of the Request, and tendering an offer to the University of Rhode Island. The letter must contain a commitment to provide both the services described herein, including all attachments, and the personnel proposed for the assignment.

(2) A Technical Proposal describing the firm’s background, qualification, and experience related to the project, as well as its proposed work plan and approach. The Technical Proposal must contain the following sections:

Tab 1, Cover Letter: This letter should summarize and is intended to highlight the contents of the Technical Proposal and to provide URI evaluators with a broad understanding of the respondent’s suitability for the project.

Tab 2, Management and Design Approach: Provide a short (no more than 2 pages) narrative outlining the process your firm will offer to understand URI’s needs and prepare the foundations for the design of the project. Discuss the opportunities and challenges of the project and how your design team might approach solutions. Outline the steps the team will follow during the design and construction process to ensure a high quality, on schedule (See Attachment C “Project Schedule”), and within budget project.

Tab 3, Respondent’s Qualifications and Staffing: The design team prime consultant shall submit a completed federal SF330 Parts 1.A-D. At the option of the respondent, firms may submit individual resumes for team members in lieu of completing Part 1.E. Also include SF330 Part 2 for each firm associated with the design team.

Tab 4, Previous Project Experience and Design Talent: Using a format of your choice, illustrate and describe recent design experience for at least four, but no more than eight projects that demonstrate the team members' experience and design talent on similar projects. Please include SF330 Part 1 F&G, indicating the participation of the proposed team members on these projects. **SF330 Part 1 G should be included as the FIRST page of tab 4.** Note: If the project reflects work by an individual on the design team while employed by another firm, list the name of the previous firm and Principal-in-Charge of the project.

In addition to the above, you may include other materials to document your team's qualifications for this project. Please keep your proposal succinct and focused on describing your design team's unique qualifications to meet the project needs. No indication or discussion of proposed fee for prime or sub consultants should be present in the Technical Proposal.

B. Cost Proposal

Provide a proposal cost proposal to include the following:

A Cost Proposal reflecting the fixed fee structure proposed for this scope of services and reflecting the terms and conditions of Attachment B – B101-2017_URI Contract. Firms are encouraged to provide as much detail as possible to explain their proposed fee. Please include hourly billing rates for all members of the A/E team to be used when invoicing optional additional services. Also include in the proposed fixed fee the time required for key design team members to travel, within one day's time, with the building committee to visit one comparative facility at another university campus site. *Note: The Cost Proposal must be submitted in a sealed envelope separate from the Technical Proposal.* The Cost Proposal must include the following breakdown of design fees.

1. **Pre-Design, Design and Construction Documentation** fees for services outlined in Section III. This fee is to be broken down into the amounts for Pre-Design/Schematic Design, Design Development, Construction Documents, Bidding, Negotiation & Award, and Construction Administration services.
2. The following contract allowances must be included in the fee proposal and separately itemized (all subject to URI approval):

▶ Pre Testing, Geotech and Surveying	\$75,000
▶ Additional Services Contingency	\$25,000
▶ Reimbursable expenses	<u>\$20,000</u>
Total	\$120,000

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee (“TRC”) comprised of staff from URI/State Agencies. The TRC first shall consider technical proposals.

The evaluation of Technical Proposals will be split into two phases, the first phase will be the review and scoring of the Written Technical Proposal by the TRC, the second phase will be the scoring of the Presentation and Demonstration of the Product and Services offered.

In Phase 1, the TRC will score submitted written proposals. Proposals that meet or exceed a minimum threshold of 40 out of a maximum of 50 points to advance to Phase 2. Any technical proposals scoring less than 40 points shall be disqualified.

In Phase 2, URI will require selected vendors to schedule a presentation/demonstration with the TRC and score the product accordingly.

Following the scoring of Phase 2, points for Phase 1 and 2 will be combined. Technical proposals scoring 50 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The University of Rhode Island reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Phase 1: Evaluation of the Written Proposal	
Tab 2 - Management and Design Approach	10 Points
Tab 3 - Respondent’s Qualifications and Staffing	20 Points
Tab 4 - Previous Project Experience and Design Talent	20 Points
Total Possible points for Phase 1	50 Points
Phase 2: Presentation and Demonstration	
Interview	20 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points

Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

*** Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

A. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

B. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$(\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}$$

$$\times \text{Maximum ISBE participation points})$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:



Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP #101275** on all correspondence. Questions should be submitted in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.


SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed **URI Bidder Certification Cover Form** (include in the Technical Proposal Original copy only). *Do not include in the Technical Proposal copies or Cost proposals.*
2.  **Technical Proposal** - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to seventy-five (75) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. Five (5) printed paper copies
3.  **Cost Proposal** - A *separate*, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".

b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.

c. Two (2) printed paper copies

4.  **ISBE Proposal** – A *separate*, signed and sealed Appendix A MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. **Do not include any copies in the Technical proposals.**

5. N/A

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the URI Purchasing Department’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the URI Purchasing Department may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and

attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.

- c. The cost proposal shall be typed and formatted to match the requirements listed on page 9 (B. Cost Proposal) with the fee broken into 1. the fee per design stage as listed and 2. with the contract allowances listed.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the University of Rhode Island Purchasing Department, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "RFP # - 101275 to

MAIL TO:

UNIVERSITY OF RHODE ISLAND
PO BOX 1773
PURCHASING DEPARTMENT
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND
PURCHASING DEPARTMENT
10 TOOTELL RD.
KINGSTON, RI 02881-2010

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The "official" time clock is located in the reception area of the URI Purchasing Department. **(Please be advised that FedEx/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the University of Rhode Island reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award it in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The University may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the University of Rhode Island Purchasing Department.

The Board of Governor's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP and can be found at the following <https://web.uri.edu/purchasing/files/BOGREG.pdf>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS DEPARTMENT
OF ADMINISTRATION
ONE CAPITOL HILL PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: ☐ MBE ☐ WBE ☐ Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract
Value (\$):

ISBE Participation
Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

University of Rhode Island
Lands & Grounds New Facility
Attachment A

- Service Sector Masterplan update
- Lands & Grounds Program
- Precedent example images

University of Rhode Island Service District Master Plan Update

Prepared by: Kleinfelder Inc., 2022



AUTOMOTIVE

The Automotive Group is currently located in the Automotive Garage and half of the Pool Shed, just south of the 210 Flagg Road Building. The existing spaces consist of staff, stores, storage, and vehicle bays totaling 7,788 NSF (8,757 GSF).

Building condition deficiencies include deteriorating building envelope, decay, wood rot, poor insulation, inadequate ventilation, and inadequate heating. There is currently little separation between the offices and mechanical workspaces, resulting in noise, dust, and fume issues. The current bays are not wide enough or tall enough.

Stakeholders consider the building to be insufficient and unsafe. Based on general building observations and based on feedback from the automotive users, including insufficient space for repairs and operations, limited space for storage, it is recommended that the building be replaced with a new building suited to serve the required program.

Space needs for Automotive include increased overnight accommodations for staff, increased parts storage, increased general and tire storage, and increased vehicle bay size.

The proposed replacement size of 9,541 NSF (10,784 GSF) is based on size increases ranging from 15% to 25% for staff, stores, storage, and vehicle bays.

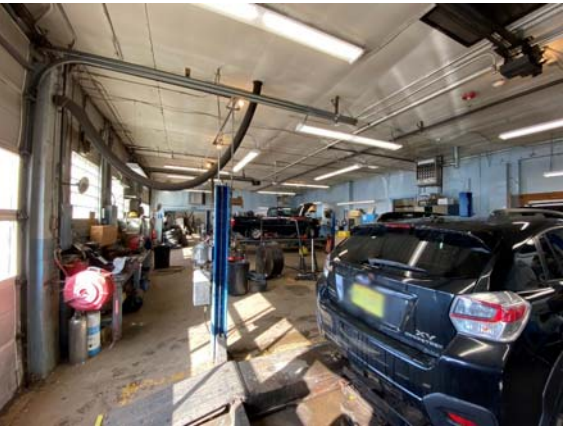
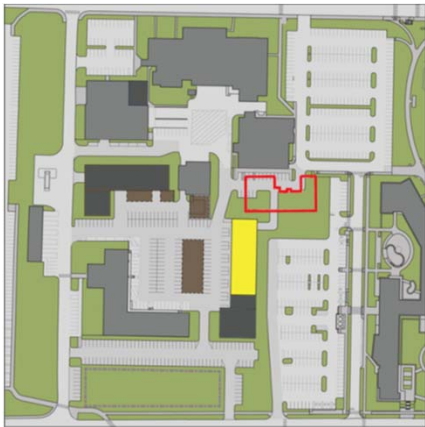
Existing Conditions Ratings	Health & Safety	Building Condition	Functionality	Aesthetics	Adequate Space / Size	Consolidation	Adjacencies / Location	Summary Score	Existing NSF	Existing GSF
Automotive Garage	1	1	3	3	1	7	5	3.00	7,291	8,228
Pool Shed	1	1	3	3	1	7	5	3.00	2,485	2,647

1	3	5	7	9
Poor	Substandard	Passable	No Issues	Good

Existing Building



Existing & Proposed Site Index Plan



LANDS AND GROUNDS

Lands and Grounds currently occupied space in 7 buildings, including staff space in 210 Flagg Road, staff and storage in the Lands and Grounds Temporary Building on West Alumni, storage in the Pool Shed next to the Auto Garage, and storage in four buildings in the Athletics area south of the Ryan Center lot. The existing spaces total 17,675 NSF (18,026 GSF).

Building conditions of the spaces they occupy range from good for their staff space in 210 Flagg, to decent for the Temporary Building, to poor for all of the buildings in the Athletics L&G area, whose deficiencies include deteriorating building envelope, unverified structural soundness, decay, wood rot, and inadequate ventilation. The master plan calls for demolition of the L&G Temporary Building and four L&G Buildings in the Athletics Area. The master plan also calls for replacement and consolidation of sheds and conex boxes used for storage.

Space needs include increased overnight accommodations for staff and similar overall storage, based on needs in some areas and unused space or purging in other areas, such as the Plain Barn.

A project for the first phase of new Lands and Grounds facilities is in planning. The program includes L&G offices, breakroom, locker rooms with restrooms. Building is approximately 2,100 GSF.

The remaining L&G space and storage needs are to be consolidated into two new buildings, with a 10,900 NSF (12,000 GSF) building adjacent to the first phase L&G building west of the Salt Shed, and a 2,900 NSF (3,200 GSF) building in the Athletics L&G area.

Existing Conditions Ratings	Health & Safety	Building Condition	Functionality	Aesthetics	Adequate Space / Size	Consolidation	Adjacencies / Location	Summary Score	Existing NSF	Existing GSF
L&G Temporary Bldg	5	3	5	5	7	3	3	4.43	9,220	9,910
Pool Shed	1	1	3	3	1	7	5	3.00	2,485	2,647
Athletics L&G Office Barn	1	3	5	5	7	3	5	4.14	1215	1,520
Athletics L&G Plain Barn	3	1	5	3	7	3	5	3.86	2861	2,971
Athletics L&G Square Bldg	3	1	5	3	7	3	5	3.86	170	262
Athletics L&G Quonset Hut	1	3	5	1	7	3	5	3.57	1031	1,245

1	3	5	7	9
Poor	Substandard	Passable	No Issues	Good

Existing Building



Existing & Proposed Site Index Plan



Existing Buildings continued next page

LANDS AND GROUNDS *continued*



FACILITIES OPERATIONS

MAINTENANCE & REPAIR, CUSTODIAL SERVICES, UTILITIES, CENTRAL STORES

This portion of the report includes planning for the Facilities Operations groups housed in the Sherman Building, Wakefield House, HRL Maintenance Building, the Facilities Services Storage Building, and several sheds and conex boxes. These groups include Maintenance and Repair (M&R), Custodial, Utilities, and Central Stores.

These Fac Ops groups currently occupy 25,989 NSF in these buildings and sheds.

Additional space needs for these groups and buildings total 2,493 NSF and include a significantly larger Plumbing Shop, a larger SMT shop, a break room for 50 people, a woman's shower room and a renovated men's shower room, and four additional offices for M&R.

Relocation of the offices for the Office of Capital Projects from Sherman to 210 Flagg Road is expected to free up 1,725 NSF of space within Sherman for office space for the Fac Ops groups.

Several of the shops within the Sherman building may need upgrades for code and ventilation. In addition, the men's shower room needs work and extensive renovation to the building may trigger the need for an elevator to the second floor.

The Wakefield House was first scheduled for demolition around 18 years ago. It is a two-story wood frame house with a basement, single-pane double-hung windows, and wood siding that needs maintenance. It is not accessible and is ill-suited and inefficient for the needs of the Utilities group. *(continued next page)*

Custodial and M&R have space in the HRL Maintenance Building, which also houses storage for HRL. The building appears to be structurally sound, but building deficiencies include water infiltration, corrosion, damaged insulation, and gaps in the building envelope. The master plan calls for demolition of the building.

The master plan also calls for replacement and consolidation of sheds and conex boxes used for storage.

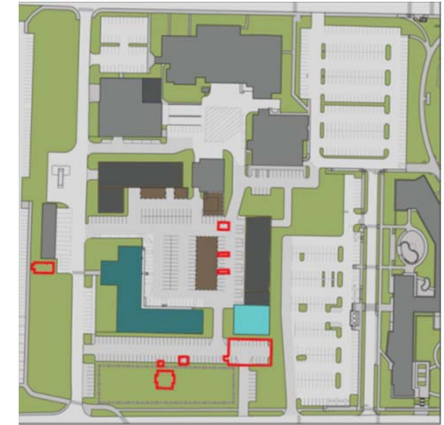
Existing space for these groups that is recommended for demolition in the Wakefield House, the HRL Maintenance Building, and various sheds and conex boxes totals 5,203 NSF.

Consolidation and purging of storage spaces from these demolished buildings is expected to reduce the NSF need by 1,800 NSF.

The change in total program NSF needed for Fac Ops, the space lost to demolition, and the space gained by the OCP move result in a net space The change in total program NSF needed for Fac Ops, the space lost to demolition, and the space gained by the OCP move result in a net space need of 4,899 NSF (5,878 GSF) for group. It is recommended that a building be constructed east of the Sherman Building and south of the Automotive / HRL garage bays for this purpose.

A more detailed study of the Sherman Building could determine what spaces to renovate and keep in the Sherman Building and which space needs should be accommodated in a new building.

Existing & Proposed Site Index Plan



Existing Buildings



Existing Buildings continued next page

FACILITIES OPERATIONS *continued*

Existing Buildings



Existing Conditions Ratings	Health & Safety	Building Condition	Functionality	Aesthetics	Adequate Space / Size	Consolidation	Adjacencies / Location	Summary Score	Existing NSF	Existing GSF
Sherman Building	5	5	7	7	7	7	7	6.43	18,719	24,191
Wakefield House	3	1	5	3	7	3	3	3.57	1,140	2,401
HRL Maintenance Bldg	3	1	5	1	3	3	5	3.00	4,047	6,089
Fac. Services Storage Bldg	7	3	7	3	7	7	7	5.86	3,712	4,320
Yellow Trailer	7	3	3	3	9	1	3	4.14	726	1,126
Wakefield Shed and Garage	5	5	5	3	5	1	5	4.14	469	520
Sherman Lot Sheds / Conex	5	5	5	3	5	1	5	4.14	767	784

1	3	5	7	9
Poor	Substandard	Passable	No Issues	Good

HRL

HRL currently occupies space in the Service District in the HRL Warehouse, the HRL Maintenance Building, and in sheds near the HRL Maintenance Building. The existing spaces total 6,647 NSF (7,793 GSF).

The HRL Maintenance Building, which also houses storage for Custodial and M&R, appears to be structurally sound, but building deficiencies include water infiltration, corrosion, damaged insulation, and gaps in the building envelope.

HRL storage in these buildings is inefficient and dispersed. The master plan calls for demolition of the building. The master plan also calls for replacement and consolidation of all HRL storage sheds.

The recommendation is to consolidate some of the storage in the Maintenance Building and sheds to a new mezzanine level in the HRL Warehouse, and then construct an 1,800 GSF storage bay adjacent to the new Automotive Garage for the remaining needs for HRL equipment and storage.

Existing Conditions Ratings

	Health & Safety	Building Condition	Functionality	Aesthetics	Adequate Space / Size	Consolidation	Adjacencies / Location	Summary Score	Existing NSF	Existing GSF
HRL Maintenance Bldg	3	1	5	1	3	3	5	3.00	4,047	6,089
Sheds Near HRL	5	5	5	3	5	1	5	4.14	1,052	1,195
HRL Warehouse	7	7	5	7	9	3	7	6.43	4,375	4,762

1

3

5

7

9

Poor

Substandard

Passable

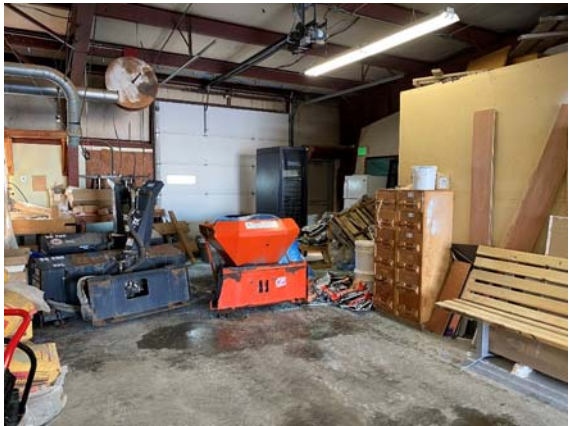
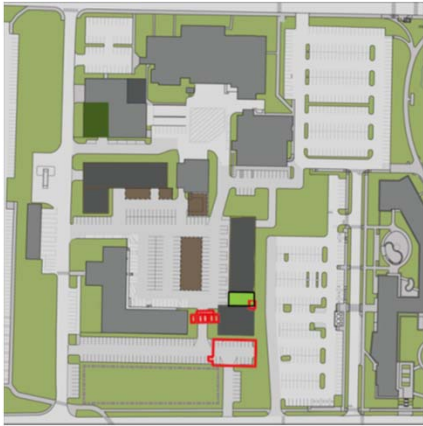
No Issues

Good

Existing Building



Existing & Proposed Site Index Plan



ADMINISTRATIVE SERVICES

Printing & Mail Services

Mail Services and Printing Services currently occupy space in the Administrative Services Building, totaling 5,396 NSF (6,351 GSF).

The building appears to be structurally sound, but building deficiencies include water infiltration, corrosion, damaged insulation, and gaps in the building envelope. The roofing system has had repeated leaks at multiple locations and is now beyond repair. The exterior metal panel appears worn out and shows peeling paint at several locations especially along the south elevation. The exterior canopy at the main entrance shows signs of water infiltration and the soffit is bowed and shows peeling paint and signs of decay. The building envelope appears to be close to the end of its life cycle. The master plan calls for demolition of the building and relocation of Printing Services and Mail Services.

The recommendation to accommodate them is to construct an infill building (approx. 2,632 GSF) at the northeast corner of Central Receiving and to reorganize space within Central Receiving to provide enough space for Mail Services and a reduced Printing Services. The master plan makes the assumption that Printing Services converts to digital media and away from a large printing press operation by the time this project is implemented.

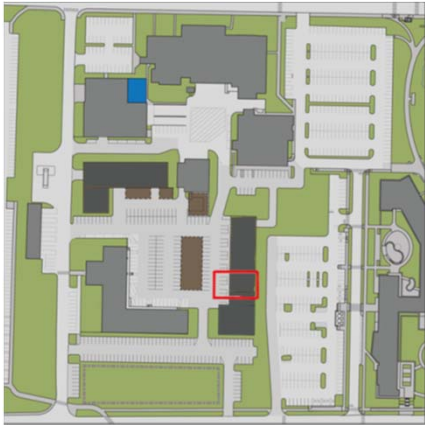
Existing Conditions Ratings

	Health & Safety	Building Condition	Functionality	Aesthetics	Adequate Space / Size	Consolidation	Adjacencies / Location	Summary Score	Existing NSF	Existing GSF
Admin (Mail and Printing)	3	1	7	3	7	5	5	4.43	5,396	6,351
	1	3	5	7	9					
	Poor	Substandard	Passable	No Issues	Good					

Existing Building



Existing & Proposed Site Index Plan



SERVICE DISTRICT MASTER PLAN PROGRAM

Note: All net and gross square footages of existing spaces and buildings in the Service District used in this report should be taken as approximate. URI does not have scaled accurate drawings in AutoCAD for any building built before 2009. Our scope did not include field verification of measurements and take-offs. The floorplan dimensions may not match field conditions in all cases.

Kleinfelder based square footages on a combination of space inventory provided by URI (*Service District Space Inventory - JNU 3.17.2021.xls*) and floor plans exported from INSIGHT and scaled to match building outlines in site plans provided by URI.

Lands & Grounds Group	Existing NSF	Sizing Factor	Proposed NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Proposed GSF	Comment / Recommendation
210 Flagg Rd Building - Break Room	569	1.00	569	0	1.25	n.a.	711	relocate to new building, backfill with OCP
210 Flagg Rd Building - Staff	621	1.00	621	0	1.25	n.a.	776	relocate to new building, backfill with OCP
L&G Temp Building - Staff	157	2.00	314	157	1.25	---	393	increase for cots/overnight
L&G Temp Building - Storage	9,063	1.00	9,063	0	1.1	9,910	9,969	demolish
Pool Shed - Storage	1,988	1.00	1,988	0	1.1	2,118	2,187	NSF & GSF split between Auto and L&G
Athletics L&G Square Bldg - Storage	170	1.00	170	0	1.1	262	187	demolish
Athletics L&G Office Barn - Storage	1,215	1.00	1,215	0	1.1	1,520	1,337	demolish
Athletics L&G Plain Barn - Storage	2,861	0.75	2,146	-715	1.1	2,971	2,360	unused space accounts for reduction in proposed NSF - demolish
Athletics L&G Quonset - Storage	1,031	1.00	1,031	0	1.1	1,245	1,134	
TOTAL SQUARE FOOTAGE	17,675		17,117	-558		18,026	19,054	higher grossing factor for proposed
Existing GSF to Demolish						18,026		
New Construction GSF								
Phase 1							2,100	
New Athletics L&G							3,200	
Phase 2							13,800	

Automotive Group	Existing NSF	Sizing Factor	Proposed NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Proposed GSF	Comment / Recommendation
Automotive Garage						8,228		
Staff	455	1.20	546	91	1.25		683	increase for cots/overnight
Stores	1,203	1.15	1,383	180	1.25		1,729	increased parts storage
Storage	524	1.20	629	105	1.1		692	increased storage (general, tires)
Vehicle Bay	5,109	1.25	6,386	1,277	1.1		7,025	increased vehicle bay size
Pool Shed Storage	497	1.20	596	99	1.1	529	656	NSF & GSF split between Auto and L&G
TOTAL SQUARE FOOTAGE	7,788		9,541	1,654		8,757	10,784	
Existing GSF to Demolish						8,757		
New Construction GSF							10,784	

HRL	Existing NSF	Sizing Factor	Proposed NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Proposed GSF	Comment / Recommendation
HRL Warehouse						4,762	4,762	
Staff	501	1.00	501	0	n.a.			
Storage	3,874	0.80	3,099	-775	n.a.			make room for HRL Maint. Storage
HRL Maintenance Building						1,836		NSF & GSF split between HRL & Fac Ops
Storage (1)	920	0.80	736	-184	n.a.			Consolidate into HRL Warehouse
Storage (2)	300	1.25	375	75	1.15		431	incorporate into new HRL storage bay
Sheds Near HRL - Storage	1,052	1.25	1,315	263	1.15	1,195	1,512	incorporate into new HRL storage bay
TOTAL SQUARE FOOTAGE	6,647		6,026	-621		7,793	6,706	
Existing NSF to Remain			4,375					
New NSF Needed			1,651					
Existing GSF to Demolish						3,031		
New Construction GSF								
New Garage Bay			1,565				1,800	garage bay adjacent to new Automotive
Consolidation @ HRL Warehouse			775					consolidation, organization, and purging of storage in HRL Warehouse and HRL Maintenance Building

Administrative Services Mail & Printing	Existing NSF	Sizing Factor	Propose d NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Propose d GSF	Comment / Recommendation
Administrative Services Bldg								Develop plan to consolidate and move to Central Receiving renovation / addition.
Mail Staff	234					---		
Mail Sorting / Storage	2,060					2,700		
Printing Staff	681					---		
Print Shop/ Storage	2,421					3,651		
TOTAL SQUARE FOOTAGE	5,396	T.B.D.	T.B.D.	T.B.D.		6,351	T.B.D.	
Existing GSF to Demolish						6,351		
New Construction GSF								
Infill Addition							2,632	approx. SF adjacent to Central Receiving
Consolidation @ Central Receiving							T.B.D.	

Office Of Capital Planning ^{Projects}	Existing NSF	Sizing Factor	Propose d NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Propose d GSF	Comment / Recommendation
Sherman Building								
OCP Staff	1,725	1.00	1,725					relocate to 210 Flagg Rd Floor 2
OCP Archive Staff	66	1.00	66					move out if alternate space found
OCP Archive Storage	842	1.00	842					move out if alternate space found
TOTAL SQUARE FOOTAGE	2,633		2,633					
Existing NSF to Remain			908					
NSF to Relocate			1,725					This NSF would be available in Sherman for backfill with Utilities Staff.

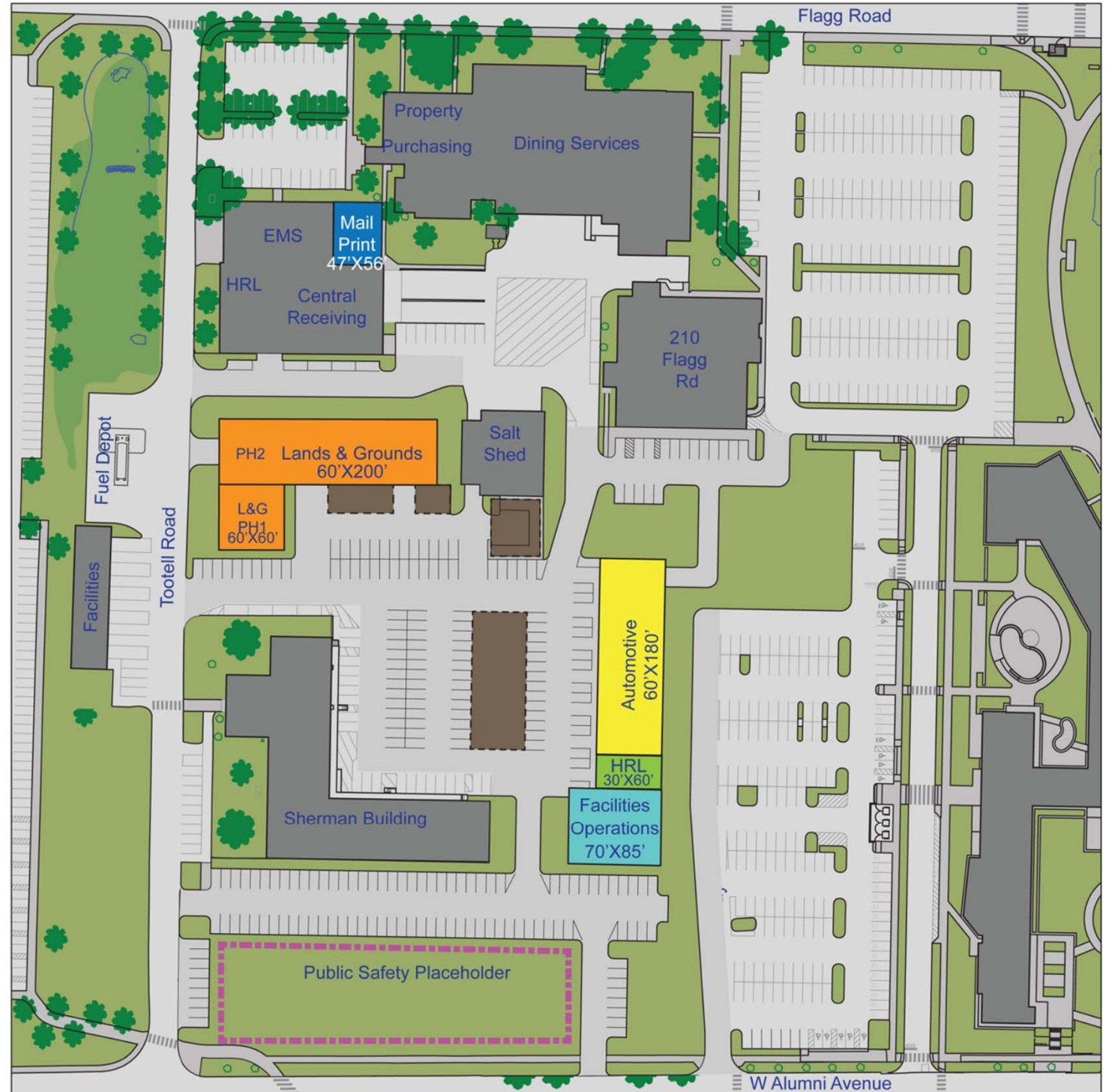
Facilities Operations - Utilities, M&R, Custodial, Stores	Existing NSF	Sizing Factor	Propose d NSF	Change in Needed Space (NSF)	Grossing Factor	Existing GSF	Propose d GSF	Comment / Recommendation
Utilities - Wakefield House						2,401		to be demolished
Utilities Staff	740	0.81	600	-140	n.a.			move to Sherman vacated OCP offices
Utilities Storage	400	1.00	400	0	1.1			incorporate into new Fac Ops building
Wakefield Shed & Garage - Storage	469	1.25	586	117	1.1	520		incorporate into new Fac Ops building
<i>sub-total Wakefield</i>	<i>1,609</i>		<i>1,586</i>	<i>-23</i>		<i>2,921</i>		
Sherman Building						24,191		to remain
M&R Staff Offices	1,678	1.00	1,678					need four additional offices (see next line
M&R Staff Office Needs	---		400	400				fit w/utilities in vacated OCP offices
M&R Shops	5,313	1.20	6,376	1,063				move a shop to new Fac Ops building
Men's & Women's Showers	262	2.25	590	328				increase existing shower and add women's shower room
Break Room	460	2.00	920	460				provide a breakroom for 50 people
Fac Ops Staff (2nd FL)	1,770	1.00	1,770					
University Stores Staff	129	1.00	129					
Central Stores	4,896	1.00	4,896					
Custodial Staff	753	1.00	753					
Custodial Storage	1,087	1.00	1,087					
<i>sub-total Sherman</i>	<i>16,348</i>		<i>18,598</i>	<i>2,250</i>		<i>24,191</i>		NSF does not include OCP offices
HRL Maintenance Building						4,253		NSF & GSF split between HRL & Fac Ops
Custodial Storage	1,086	0.67	728	-358	1.1	---		
M&R Storage	1,741	0.67	1,166	-575	1.1	---		
Facilities Serv. Storage Bldg						4,320		GSF is Fac Ops bays only
University Stores	1,769	1.00	1,769					to remain
M&R Storage	1,943	1.00	1,943					to remain
Yellow Facilities Trailer	726	n.a	n.a	-726	n.a	1,126		demo, OCP to provide touchdown space as needed
Sherman Lot Sheds/Conex - Storage	767	1.25	959	192	1.1	784		demo, move to new Fac Ops building
<i>sub-total Other</i>	<i>8,032</i>		<i>6,565</i>	<i>-1,467</i>		<i>10,483</i>		
TOTAL SQUARE FOOTAGE	25,989		26,749	760		37,595		
Existing NSF to Remain			20,060					
Existing NSF from OCP staff move			1,725					M&R offices, breakroom which total ~1,600nsf
New NSF Needed			4,964					
Existing GSF to Remain						28,511		renovation TBD, includes showers and shops
Existing GSF to Demolish						9,084		Wakefield, HRL Maintenance, Trailer, Shed
New Construction GSF								includes storage and an M&R shop
New Fac Ops Building			4,958				5,950	location: east of Sherman, south of Auto

OTHER BUILDINGS	Existing NSF	Existing GSF	Comment / Recommendation		
Salt Shed	4,439	5,415	Needs Heating		
Central Receiving Warehouse		9,928	develop plan to incorporate mail/print		
Staff	501				
IT Serv. Storage	976				
Storage	8,293		consolidate/ reconfigure		

EXTERIOR STORAGE								
Existing Area and Use				Area (SF)	Recommendation			
Lands & Grounds - Athletics L&G - Laydown Area				1,500	provide space adjacent to new L&G building			
Lands & Grounds - At Quonset Hut - Material Bins				1,100	provide space adjacent to salt shed or north of transfer station			
Lands & Grounds - South of Quonset Hut - Surplus Materials				6,000	provide space north of transfer station			
Lands & Grounds - HRL Lot - Laydown Area				3,000	provide space adjacent to new L&G building			
Facilities - Sherman Lot - Masonry Area				1,700	provide fenced space in Sherman lot			
Facilities - Sherman Lot - Laydown Area				4,500	provide fenced space in Sherman lot			
Automotive - Sherman Lot - Auto Graveyard				unknown	provide space for 20 cars, location T.B.D.			

SERVICE DISTRICT PREFERRED CONCEPT PHASING PLANS

-  EXISTING FACILITIES
-  LANDS & GROUNDS BUILDING
-  EXTERIOR STORAGE & EQUIPMENT
-  AUTOMOTIVE
-  MAINTENANCE & REPAIR STORAGE
FACILITIES SPACE EXPANSION
& UTILITIES STORAGE
-  HRL GARAGE BAY
-  ADMINISTRATIVE SERVICES
-  PUBLIC SAFETY



Lands & Grounds Group Phase 1 Program

Room Name	Required (sf)	Optimized (sf)
Land and Grounds Offices:		
Director	150	127
(4) Managers	480	452
(1) Support Staff	120	109
Break Room: (30 people)	800	651
Kitchenette	160	163
Storage (Cots + Other)	400	198
(2) Restroom / Shower / Changing	240	152
Vestibule / Closet	80	72
Circulation / Hallways / Corridors	500	187
Mechanical Room	100	48
Total	3,030	2,159
Target: 2,000 Gross SF = 2,370		



Masonry / Concrete base with vertical metal ribbed siding. Vertical Bifold doors not required.



Stone clad base with vertical metal ribbed siding. Double roof more barn like






Vertical metal ribbed siding. Limited timber cladding to elevate the entrance and tie into language of salt barn.



Rendering of residential example integrating landscape elements and outdoor seating.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Design Agent

AGREEMENT made as of the «» day of «» in the year «»
(In words, indicate day, month and year.)

BETWEEN the Design Agent's client identified as the Owner:
(Name, legal status, address and other information)

«State of Rhode Island»
«One Capitol Hill, Second Floor»
«Providence, Rhode Island 02908-5855»
«401.578.8100 (telephone); 401.574.8387 (facsimile)»
«www.purchasing.ri.gov»

acting by and through,

The University of Rhode Island Purchasing Department
10 Tootell Road
Kingston, Rhode Island 02881
401.874.2171 (telephone); 401.874.2306 (facsimile)
<http://web.uri.edu/purchasing/>
and
The University of Rhode Island Board of Trustees
35 Campus Ave, Green Hall
Kingston, Rhode Island 02881

on behalf of the User Agency:
(Name, legal status, address, telephone and facsimile numbers, and website)

«The University of Rhode Island»
«45 Upper College Road»
«Kingston, Rhode Island 02881»
«401.874.1000 (telephone)»
« »

and the Design Agent:
(Name, legal status, address, telephone and facsimile numbers, and website)

« »
« »
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for the following Project:
(Name, location and detailed description)

« New facility for Lands and Grounds comprising 14,400 GSF building within the URI service district on Tootell Road. The facility will accommodate approximately 2,400 GSF program space including L&G offices, breakroom, lockers, restrooms and showers plus 12,000 GSF vehicle and equipment storage.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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The Owner and Design Agent agree as follows.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 DESIGN AGENT'S RESPONSIBILITIES
- 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The University's initial program is outlined in the RFP Attachment A. Working with the Owner, the Design Agent will hold interviews with project stakeholders to confirm the program. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The site is outlined in the RFP Attachment A on Tootell Road and is currently drainage land adjacent to the URI salt barn. The new building will be an approximately 14,400 GSF pre engineered metal framed building with the intent to design the structure in a way that will allow for the construction to be phased if necessary with phase 1 prioritizing the 2,400 GSF personnel space »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« The Total construction value is \$1.1m »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« See Attachment C of RFP »

.2 Construction commencement date:

« See Attachment C of RFP »

.3 Substantial Completion date or dates:

« See Attachment C of RFP »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Lump Sum, Public Design/Bid/Build »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« LEED rating system developed by the U.S. Green Building Council. It is not the intent of the Owner to have the project certified upon completion »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Design Agent shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Design Agent shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, title address, and other contact information for the preferred methods of contact.)

« Design Phase – Associate Director, Campus Design: 401.874.9463 »

« Construction Phase – Director, Office of Capital Projects: 401.874.2725 »

« »

« »

« »

« »

§ 1.1.7.1 The User Agency identifies the following representative in accordance with Section 5.3

(List name, title address, and other contact information for the preferred methods of contact.)

« Design Phase – Associate Director, Campus Design: 401.874.9463 »

« Construction Phase – Director, Office of Capital Projects: 401.874.2725 »

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Design Agent's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« As required by Owner's representative »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, telephone and facsimile numbers, and website.)

.1 Owner's Program Manager:

« TBD »<< >>
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.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« > »

§ 1.1.10 The Design Agent identifies the following representative in accordance with Section 2.3:
(List name, title, address, and other contact information for the preferred methods of contact.)

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§ 1.1.11 The Design Agent shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, telephone and facsimile numbers, and website.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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.4 Civil Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

«Per A&E's Technical and Cost Proposals »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« RFP for A&E Services, Design Agent's Technical and Cost Proposals »

§ 1.2 The Owner and Design Agent may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Design Agent shall appropriately adjust the Design Agent's services, schedule for the Design Agent's services, and the Design Agent's compensation.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 DESIGN AGENT'S RESPONSIBILITIES

§ 2.1 The Design Agent shall provide professional services as set forth in: (i) the Solicitation issued by the Owner; and (ii) this Agreement. The Design Agent represents that it is properly licensed in the state of Rhode Island to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. No part of the professional services shall be performed by Subconsultants or Subcontractors without the Owner's prior written consent.

§ 2.2 The Design Agent shall perform its services consistent with the professional skill, and care ordinarily provided by Design Agents practicing in the same or similar locality under the same or similar circumstances. The Design Agent shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Design Agent shall identify a representative authorized to act on behalf of the Design Agent with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Design Agent shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Design Agent's professional judgment with respect to this Project.

§ 2.5 The Design Agent shall maintain the following types and limits of insurance until termination of this Agreement, unless different amounts have been specified in the Solicitation:

§ 2.5.1 Commercial General Liability (including broad-form contractual liability and completed operations) with policy limits of not less than \$1,000,000 for each occurrence and aggregate for bodily injury and property damage.

§ 2.5.2 Commercial Automobile Liability covering vehicles owned, hired, and nonowned vehicles used, by the Design Agent with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Design Agent may achieve the required limits and coverage for Commercial General Liability and Commercial Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted.

§ 2.5.6 Professional Liability covering bodily injury and property damage due to the Design Agent's negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and in the aggregate, maintained during the term of this Agreement and for a period of 5 years after the Final Completion of any and all of the Design Agent's Basic and Additional Services under this Agreement. Any retroactive date or prior acts exclusions to which such coverage is subject shall predate the date on which services hereunder are commenced and the date of this Agreement.

§ 2.5.7 Additional Insured Obligations. The Design Agent shall cause the primary and excess or umbrella policies for Commercial General Liability and Commercial Automobile Liability to include the Owner and the User Agency as additional insureds for claims caused in whole or in part by the Design Agent's negligent acts or omissions. The additional insured coverage shall be primary and noncontributory to any of the Owner's and the User Agency's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Design Agent shall provide the Owner and the User Agency, on an annual basis for the duration of this Agreement and from time to time upon request, with a copy of a policy endorsement and certificates of insurance that name the State of Rhode Island and the User Agency as "certificate holders" and as "additional insureds" and that otherwise evidences compliance with the requirements of this Section 2.5. The certificate of insurance must state that 30 calendar days' advance notice of cancellation, nonrenewal, or material change (together with a copy of the materially changed policy or endorsement) in coverage will be sent to: The University of Rhode Island Purchasing Department, 10 Tootell Road, Kingston, Rhode Island 02881, fax # (401) 874-2306, and must reference the Project and this Agreement. Material changes that are not acceptable to the Owner may result in termination by the Owner pursuant to Section 9.4. All policies, endorsements, and certificates of insurance must include the following language: Coverage is primary and noncontributory. Subrogation is waived for the additional insured

ARTICLE 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES

§ 3.1 The Design Agent's Basic Services consist of those described in the Solicitation and in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in the Solicitation are Supplemental or Additional Services.

§ 3.1.1 The Design Agent shall manage the Design Agent's services, consult with the Owner and the User Agency, research applicable design criteria, facilitate and attend Project meetings, communicate with members of the Project team, and report progress to the Owner and the User Agency on a regular basis and as requested from time to time by the Owner and the User Agency.

§ 3.1.2 The Design Agent shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Design Agent shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Design Agent shall provide prompt written notice to the Owner if the Design Agent becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 The Owner and the User Agency have provided the Project Schedule to the Design Agent. As soon as practicable after the date of this Agreement, the Design Agent shall submit for the written approval of the Owner and the User Agency a schedule for the performance of the Design Agent's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for review by the Owner and the User Agency, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and the User Agency, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Design Agent or Owner. With the prior written approval of the Owner and the User Agency, the Design Agent shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Design Agent shall not be responsible for an Owner's directive or substitution made or given without the Design Agent's written approval.

§ 3.1.5 The Design Agent shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Design Agent shall properly and timely respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Design Agent shall assist the Owner and the User Agency in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Design Agent shall review the program and other information furnished by the Owner, and shall review and be familiar with laws, codes, and regulations applicable to the Design Agent's services.

§ 3.2.2 The Design Agent shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Design Agent shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Design Agent shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Agent shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Design Agent shall prepare and present, for the Owner's written approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Design Agent shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Design Agent shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Design Agent shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Design Agent shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

§ 3.2.7 The Design Agent shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Drawings shall also include manufacturer's cut sheets for all architectural finish materials, both interior and exterior, samples for significant interior and exterior materials, and manufacturer's cut sheets for all lighting and plumbing fixtures and trim. The Design Development Documents shall include equipment schedules with sizing information, one-line diagrams, trunk utility sizes for all mechanical, electrical, and fire protection systems, and preliminary sizing for all typical structural components.

§ 3.3.2 The Design Agent shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Design Agent shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Construction Documents for the Owner's written approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Design Agent acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Agent shall review in accordance with Section 3.6.4.

§ 3.4.2 The Design Agent shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 The Design Agent shall review the procurement laws and procedures of the Owner and the User Agency. During the development of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by the Owner, in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General Conditions, Supplementary Conditions, and other Conditions). The Design Agent shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms supplied by the Owner.

§ 3.4.4 The Design Agent shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Design Agent shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Design Agent shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by the Owner, in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Design Agent shall assist the Owner in bidding the Project by:

- .1 attending and participating in a pre-bid conference for prospective bidders; and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Design Agent shall assist the Owner in obtaining proposals by:

- .1 participating in selection interviews with prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Proposal Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website; and,
- .3 participating in negotiations with prospective bidders, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Design Agent shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 3.6.1.2 The Design Agent shall advise and consult with the Owner during the Construction Phase Services. The Design Agent shall supervise all Project meetings and record and distribute all meeting minutes. The Design Agent shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Design Agent shall review the schedule of values submitted by the Contractor to assure that the Contract Sum is allocated properly to the various portions of the Work. The schedule of values shall be in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Design Agent shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Design Agent be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Agent shall be responsible for the Design Agent's negligent

acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Design Agent's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Design Agent issues, with the written approval of the Owner, the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Design Agent and its Subconsultants and Subcontractors shall each visit the site as required in Section 4.2.3 and otherwise at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in accordance with the Contract Documents and in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Agent shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Design Agent shall keep the Owner and the User Agency informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and the User Agency (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Design Agent has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Design Agent considers it necessary or advisable, the Design Agent shall have the authority and responsibility to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Agent nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Agent to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Design Agent shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or the Contractor. The Design Agent's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Design Agent shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Design Agent shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations rendered reasonably in the Design Agent's professional judgment and in good faith.

§ 3.6.2.5 Deleted.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Design Agent shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Design Agent's certification for payment shall constitute a representation to the Owner, based on the Design Agent's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Design Agent's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed in writing to the Owner by the Design Agent.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Design Agent has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences, or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Design Agent shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Design Agent shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Design Agent's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Design Agent's professional judgment, to permit adequate review.

§ 3.6.4.2 The Design Agent shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Design Agent shall provide prompt written notice to the Owner and the User Agency, however, if the Design Agent becomes aware of any error, omission, or inconsistency in such submittals or information. The Design Agent's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Design Agent shall specify the appropriate performance and design criteria that such services must satisfy. The Design Agent shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Design Agent. The Design Agent's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Agent shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Design Agent shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Design Agent's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, and with the Owner's prior written approval, the Design Agent shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Design Agent shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Design Agent may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Agent shall: (i) review with the Owner and the User Agency all other changes in the Work proposed by the Contractor; and (ii) advise the Owner and the User Agency regarding their scope, cost, and any adjustment in time. Subject to Section 4.2, the Design Agent shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Design Agent shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Design Agent shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Design Agent's responsibility is provided below.

(Describe in detail the Design Agent's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Design Agent's Services documents that can be included as an exhibit to describe the Design Agent's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Design Agent shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Design Agent as provided in Section 11.2.

§ 4.2 Design Agent's Additional Services

The Design Agent may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Design Agent, any Additional Services provided in accordance with this Section 4.2 shall entitle the Design Agent to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Agent's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Design Agent shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design Agent shall not proceed to provide the following Additional Services until the Design Agent receives the Owner's written authorization:

- .1 services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 preparation for, and attendance at, a public presentation, meeting (except a prebid meeting or bid opening) or hearing;
- .8 preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design Agent is party thereto;
- .9 evaluation of the qualifications of entities providing bids or proposals;
- .10 consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 assistance to the Initial Decision Maker.

§ 4.2.2 To avoid delay in the Construction Phase, the Design Agent shall promptly notify the Owner of the need for the following Additional Services, and explain the facts and circumstances giving rise to the need, and shall proceed with the Additional Services upon the written approval from the Owner. If, upon receipt of the Design Agent's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Design Agent of the Owner's determination, and the Owner shall have no further obligation to compensate the Design Agent for those services. The Owner shall compensate the Design Agent for the services authorized in writing by the Owner and provided by the Design Agent:

- .1 reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Design Agent;
- .2 responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 preparing Change Orders and Construction Change Directives that require evaluation of the Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, unless such changes are the result of errors, omissions, or discrepancies in the Instruments of Service;
- .4 evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 evaluating substitutions proposed by the Owner or the Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Design Agent shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Agent shall notify the Owner:

- .1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 weekly visits to the site by the Design Agent during construction, and as necessary to resolve construction exigencies, and biweekly visits to the site by the Project engineers during any installation of their portion of the Work;
- .3 2 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 2 inspections for any portion of the Work to determine Final Completion; and
- .5 2 inspections within 12 months, as directed by the Owner or the User Agency following Final Completion to determine punch list and warranty compliance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 working days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and the Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Design Agent incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Design Agent, extension of the Design Agent's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Design Agent. The Owner and the Design Agent shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Design Agent's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

§ 5.3.1 The User Agency shall identify a representative authorized to act on the User Agency's behalf with respect to the Project. The User Agency shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

§ 5.4 If necessary for the Design Agent to perform its services under this Agreement, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If necessary for the Design Agent to perform its services under this Agreement, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Deleted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Design Agent. Upon the Design Agent's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Design Agent in this Agreement, or authorize the Design Agent to furnish them as an Additional Service, when the Design Agent requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 Deleted.

§ 5.11 The Owner shall provide prompt written notice to the Design Agent if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Design Agent's Instruments of Service.

§ 5.12 Except as otherwise provided in this Agreement, the Owner shall include the Design Agent in all communications with the Contractor that affect the Design Agent's services or professional responsibilities. The Owner shall promptly notify the Design Agent of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Agent's consultants shall be through the Design Agent.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Design Agent's duties and responsibilities set forth in the Contract for Construction with the Design Agent's services set forth in this Agreement. The Owner shall provide the Design Agent a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, as modified by the Owner.

§ 5.14 The Owner shall provide the Design Agent access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Agent access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 working days after receipt of a written request from the Design Agent, the Owner shall furnish the requested information as necessary and relevant for the Design Agent to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Design Agent and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Design Agent; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Design Agent, represent the Design Agent's judgment as a design professional. It is recognized, however, that neither the Design Agent nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Design Agent cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared, or agreed to by the Design Agent.

§ 6.3 The Design Agent, if an architect, shall provide detailed cost estimates of the Cost of the Work at the intervals specified in the Project Schedule. In preparing estimates of the Cost of Work, the Design Agent shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Design Agent's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. The Design Agent, if an engineer, shall provide an opinion of probable construction value. An engineer must provide detailed cost estimates if such estimates are identified as a Supplemental Service in Section 4.1.

§ 6.4 If, through no fault of the Design Agent, the Procurement Phase has not commenced within 90 working days after the Design Agent submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Design Agent's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Design Agent shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Design Agent in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Design Agent, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Design Agent shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Design Agent to modify the Construction Documents because the lowest responsive bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Design Agent could not reasonably anticipate, the Owner shall compensate the Design Agent for the modifications as an Additional Service

pursuant to Section 11.3; otherwise the Design Agent's services for modifying the Construction Documents shall be without additional compensation. In any event, the Design Agent's modification of the Construction Documents shall be the limit of the Design Agent's responsibility under this Article 6.

§ 6.8 The Owner may also engage the services of an estimator to assist in the evaluation of the Owner's budget and the Cost of the Work. The Design Agent and the Owner will exchange and reconcile the detailed information of their estimators to refine and confirm the Owner's budget and the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Design Agent and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Design Agent and the Design Agent's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design Agent and the Design Agent's consultants.

§ 7.3 Upon execution of this Agreement, the Design Agent grants to the Owner a nonexclusive perpetual license to use the Design Agent's Instruments of Service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, and shall have and retain all rights to use and reproduce them for the production and maintenance of the Work described therein, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Design Agent shall obtain similar nonexclusive licenses from the Design Agent's consultants consistent with this Agreement. These Instruments of Service shall be conveyed to the Owner in their original operative, editable, electronic form in order to allow the Owner's integration of the data into the Owner's or User Agency's facilities management database. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, solely and exclusively for use in performing services or construction for the Project. If the Design Agent rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 Upon full payment of all sums due the Design Agent under this Agreement, all of the original Drawings, Specifications, and electronic data prepared by the Design Agent for the Project shall, without further action by the Design Agent, become the property of the Owner. In the event the Owner or others use the Instruments of Service without retaining, directly or indirectly, the authors of the Instruments of Service, the Owner releases the Design Agent and Design Agent's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Design Agent. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Design Agent and the Design Agent's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Design Agent shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Design Agent waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Design Agent waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner. The Design Agent shall require of its consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Design Agent waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to the termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 To the fullest extent permitted by law, the Design Agent shall indemnify and hold harmless the Owner, the User Agency and the State of Rhode Island in accordance with Rhode Island Procurement Regulation 220-RICR-30-00-13.21.

§ 8.1.4.1 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 8.1.4 includes, without limitation, all judgments, liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

§ 8.1.4.2 The remedies set forth herein shall not deprive any person indemnified hereunder of any other indemnity action, right, or remedy otherwise available to any such person or entity at common law or otherwise.

§ 8.1.4.3 The Design Agent will include the indemnity set forth in this Section 8.1.4 without modification, in each Subcontract with any Subconsultant or Subcontractor.

§ 8.1.4.4 Notwithstanding any other language in the Contract Documents to the contrary, the indemnity hereunder shall survive Final Completion of the Work and final payment under this Agreement and shall survive any termination of this Agreement.

§ 8.1.5 The Owner shall have the right to deduct from any payments due to the Design Agent the amount of any unpaid obligations owed to the State of Rhode Island by the Design Agent, including without limitation, any and all unpaid taxes, the amount of any claim against the Design Agent arising out of this Agreement, or any amount on account of any other reason permitted by applicable law.

§ 8.2 Initial Decision and Mediation

§ 8.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The URI Purchasing Department as the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 8.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 8.3.1 of any Claim arising prior to the date final payment is due.

§ 8.2.2 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 8.3.1, the Design Agent shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Design Agent, the Owner and the Design Agent shall attempt to select a mediator, and in the event that the Owner and the Design Agent cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 8.2.3 Deleted.

§ 8.2.4 Deleted.

§ 8.3 Binding Dispute Resolution

§ 8.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, or mediation at the option of the Design Agent pursuant to Section 8.2.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq.

§ 8.3.1.1 Deleted.

§ 8.3.2 Deleted.

§ 8.3.3 Deleted.

§ 8.3.4 Deleted.

§ 8.3.4.1 Deleted.

§ 8.3.4.2 Deleted.

§ 8.3.4.3 Deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Design Agent in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design Agent’s option, cause for suspension of performance of services under this Agreement. If the Design Agent elects to suspend services, the Design Agent shall give 7 working days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Design Agent shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Design Agent all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Agent’s services. The Design Agent’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Project as provided in this Agreement, the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the State of Rhode Island Procurement Regulations, or other applicable law. If the Owner suspends the Project, the Design Agent shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Design Agent’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative working days for reasons other than the fault of the Design Agent, the Design Agent may terminate this Agreement by giving not less than 7 working days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 7 working days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon written notice to the Design Agent for the Owner’s convenience and without cause. The Owner may also terminate this Agreement: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the State of Rhode Island Procurement Regulations, or other applicable law.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Agent terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Design Agent for services performed prior to termination and Reimbursable Expenses.

§ 9.7 Deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Design Agent's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement is subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.ridop.ri.gov), and applicable federal and local law, all of which are incorporated into this Agreement by this reference. In the event of any conflict between this Agreement and any such procurement statutes or regulations or any other provision of Rhode Island law, the procurement statutes, regulations, and Rhode Island law will control. The Design Agent hereby consents to and confers exclusive personal jurisdiction upon the courts of the state of Rhode Island and of the federal government sitting within this state. In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the order of priority set forth in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B).

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 10.3 The Owner and Design Agent, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement; provided, however, that the Design Agent may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

§ 10.4 If the Owner requests the Design Agent to execute certificates, the proposed language of such certificates shall be submitted to the Design Agent for review a reasonable time prior to the requested dates of execution.

§ 10.5 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other third party against the Owner, User Agency, or Design Agent.

§ 10.6 Unless otherwise required in this Agreement, the Design Agent shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Design Agent shall have the right to include photographic or artistic representations of the design of the Project among the Design Agent's promotional and professional materials. The Design Agent shall be given reasonable access to the completed Project to make such representations. However, the Design Agent's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Design Agent or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner is the State of Rhode Island, acting by and through The University of Rhode Island Purchasing Department, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, liens against the Project are not enforceable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Design Agent's Basic Services described under Article 3, the Owner shall compensate the Design Agent as set forth in the Cost Proposal Exhibit.

§ 11.2 For the Design Agent's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Design Agent as set forth in the Cost Proposal Exhibit.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Design Agent at the hourly rates set forth in the Cost Proposal Exhibit.

§ 11.4 Deleted.

§ 11.5 Deleted.

§ 11.6 Deleted.

§ 11.6.1 Deleted.

§ 11.7 The hourly billing rates for services of the Design Agent and the Design Agent's consultants are set forth in the Cost Proposal Exhibit.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses shall be reasonable and are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Design Agent and the Design Agent's consultants directly related to the Project, as follows:

- .1 transportation and authorized out-of-town travel and subsistence, except for travel to and from the Design Agent's offices or the Consultant's offices, to meet with the Owner, the User Agency, or to visit the Project site; travel reimbursable expenses are subject to the limitations established from time to time for state employees by the Rhode Island Department of Administration Office of Accounts and Control;
- .2 Deleted;
- .3 permitting and other fees required by authorities having jurisdiction over the Project;
- .4 printing, reproductions, plots, and standard form documents provided to the Owner and/or Contractor(s) for review, bidding, and construction administration;
- .5 postage, handling, and delivery;
- .6 expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in excess of those required by the Solicitation or requested by the Owner in writing for the Project;
- .8 Deleted;
- .9 all taxes levied on professional services and on reimbursable expenses;
- .10 site office expenses;
- .11 registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the exact expenses incurred by the Design Agent and the Design Agent's consultants.

§ 11.9 Deleted.

§ 11.10 Payments to the Design Agent

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made upon execution of this Agreement.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Design Agent of «zero» (\$ «0») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Design Agent's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable not later than the 30th working day following written approval by the Owner of the Design Agent's invoice. No interest shall be due or payable on account of any payment due or unpaid except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 11.10.2.2 The Owner shall not withhold amounts from the Design Agent's compensation to impose a penalty or liquidated damages on the Design Agent, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Design Agent agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon reasonable notice.

§ 11.10.2.4 Retainage in the amount of five (5%) percent of any amount otherwise due the Design Agent hereunder, excluding reimbursable expenses, shall be retained until the close-out of the Project.

§ 11.10.3 Within 10 working days of receipt of any progress payment from the Owner, the Design Agent must pay its Subconsultants and Subcontractors the full amount included for each such Subconsultant and Subcontractor reflected in the Design Agent's invoice for payment.

§ 11.10.4 The Owner may, at its sole option, issue joint checks to the Design Agent and to any Subconsultant or Subcontractor or material or equipment suppliers to whom the Design Agent failed to make payment for Work properly performed or material and equipment suitably delivered.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Deleted.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Design Agent and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Design Agent.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 The Purchase Order issued by the Owner
- .2 Solicitation # _____ issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms)

3. AIA Document B101™–2017, Standard Form Agreement Between Owner and Design Agent, as modified by the Owner.
4. AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner.
5. Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

« ☐ »

[☐] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Cost Proposal Exhibit»

6. Other documents:
(List other documents, if any, forming part of the Agreement.)

The Design Agent's Response to the Solicitation, including without limitation, the Bidder Certification Cover Form, the Technical Proposal, and the Cost Proposal.

The person signing for the Design Agent represents that he or she has been duly authorized to execute this Agreement on behalf of the Design Agent.

This Agreement entered into as of the day and year first written above; provided, however, that this Agreement shall not become a valid, binding, and enforceable contract unless and until the Owner shall have issued a Purchase Order.

«THE STATE OF RHODE ISLAND,
acting by and through THE UNIVERSITY OF
RHODE ISLAND PURCHASING and THE
UNIVERSITY OF RHODE ISLAND BOARD
OF TRUSTEES»

« »

OWNER (Signature)

« »« »

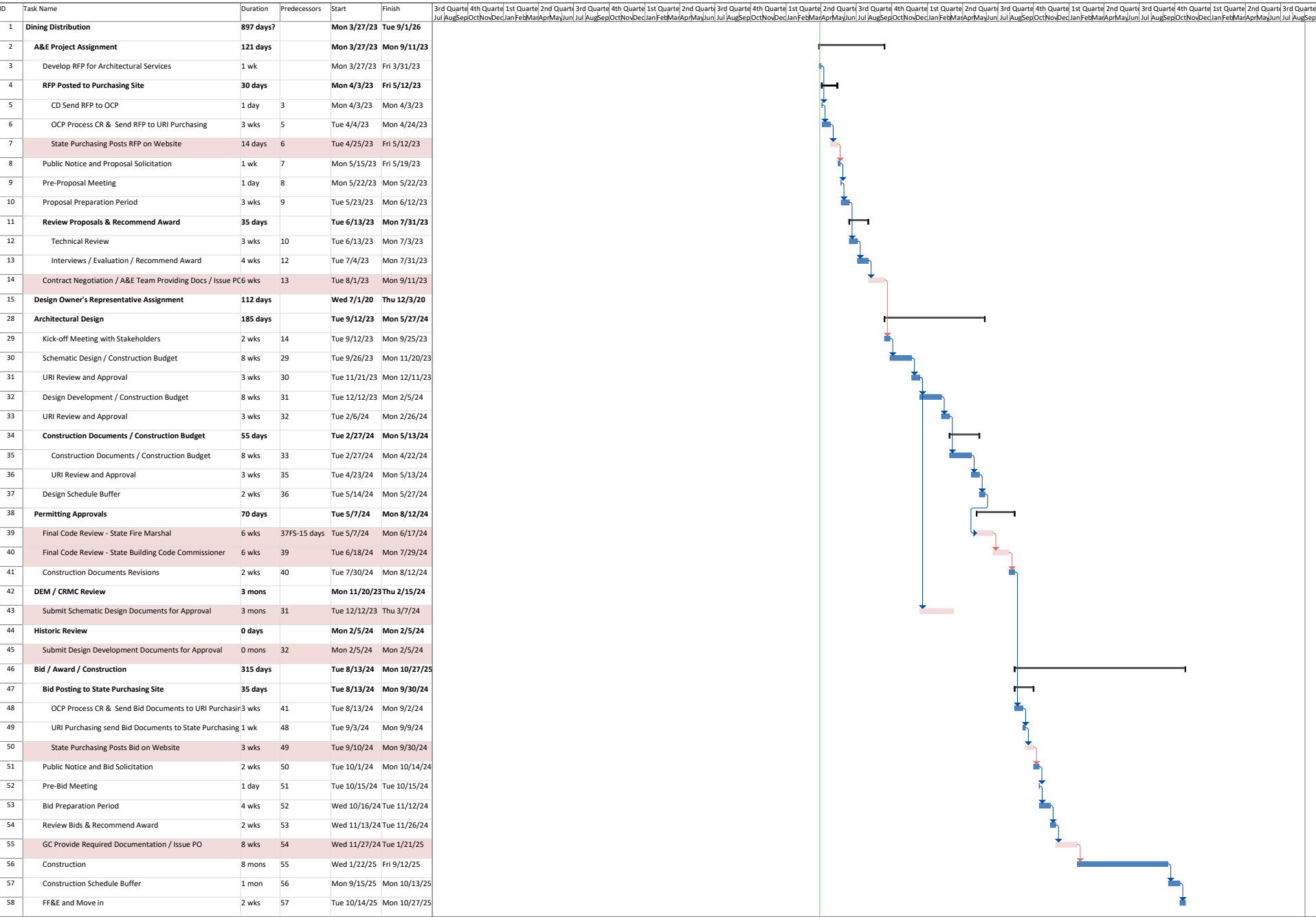
(Printed name and title)

DESIGN AGENT (Signature)

« »« »

(Printed name, title, and license number, if
required)

Lands & Grounds New Building



Project: Dining Distribution
Date: Wed 3/29/23

Project Summary

Summary

Task

External Tasks

Manual Progress

Attachment D

Summary Service Matrix

L&G New Facility

Service	Responsibility	See Below
Space Programming	B	1
Master planning	B	2
Multiple preliminary designs	B	3
Measured drawings	B	4
Site Surveys	B	5
Site Evaluation and Planning	N/R	6
Schematic Design	B	Per B101-2017 Attachment B, 7
Design Development	B	Per B101-2017 Attachment B, 7
Construction Documents	B	Per B101-2017 Attachment B, 7
Bidding or Negotiation Assistance	B	Per B101-2017 Attachment B, 7
Construction Administration	B	Per B101-2017 Attachment B, 7
Building Information Modeling	B	7
Civil engineering	B	8
Landscape design	B	9
Architectural Interior Design	B	10
Value Analysis	B, O	11
Detailed Cost Estimating	B	12
Conformed construction documents	B	13
As-Designed Record drawings	Not Provided	
As-Constructed Record drawings	B	14
Post occupancy evaluation	Not Provided	
Facility Support Services	Not Provided	
Tenant-related services	Not Provided	
Coordination of Owner's consultants	B	15
Telecommunications/data design	B, O	16
Security Evaluation and Planning	B, O	17
Commissioning	B, O	18
Extensive environmentally responsible design	B	19
LEED Certification	N/R	20

Fast-track design services	Not Provided	
Historic Preservation	N/R	
Furniture, Furnishings, and Equipment Design	B	21
Envelope Peer Review	N/R	22
Mechanical Peer Review	N/R	23
Code Consultant for Permitting	B	24
Graphic Design	B	25
Geotechnical Survey and Report	B	26
Hazardous Material Coordination	A	27
Travel to other projects	B	28
Pre-Construction Testing	A/B	29

B – Basic Service

A – Additional Service

O – Provided by Owner

N/R – Not Required

1. Programming: As a Basic Service, the Architect will work with the project stakeholders to identify and develop a space and functional programming report based on existing conditions testing to meet programmatic and budgetary requirements for review and prioritization.
2. Master Planning: Provide space and functional programming study report/master plan for the Dining Services Distribution Center building and Hope Commons dining facility.
3. Multiple preliminary designs: As a Basic Service, the Architect will provide schematic design options as necessary to gain schematic design approval based on the approved initial program. Subsequent schematic design for a revised program will be an Additional Service unless required to meet budgetary requirements.
4. Measured drawings of Existing Buildings: As a Basic Service, the Architect will provide measured drawings confirming existing building dimensions and conditions. Any destructive testing and/or forensic work will be done on a cost basis under a Contract Allowance Expense.
5. Site surveys: As a Basic Service, the Architect will prepare a Request for Proposals for site survey work, send this RFP to up to four survey firms, coordinate bidding and awarding of the Work, coordinated Work performed by the selected firm, and incorporate the survey data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure survey services for the project site.
6. Site Evaluation and Planning: Not Required
7. Building Information Modeling: Included as a Basic Service
8. Civil engineering: Included as Basic Service.
9. Landscape design: Basic service for Limited hardscape and planting.
10. Architectural Interior Design: Included as a Basic Service
11. Value Analysis: As required, as a Basic Service, the Architect will participate in value analysis sessions with the Owner as necessary to determine design revisions or bid alternates needed to meet budget requirements
12. Detailed cost estimating: Included as a Basic Service. Professionally prepared cost estimates will include one each at the end of Schematic Design, Design Development, and 50% Construction Document phases. Estimates will also be provided as necessary for Value Analysis alternatives to inform design decisions

needed to meet budget requirements. Architect's cost estimator shall work, as required, with Owner's cost estimator to reconcile each and every cost estimate.

13. Conformed construction documents: Included as a Basic Service, including pre-construction revisions and addenda are included as a Basic Service
14. As-Constructed Record Drawings: As a Basic Service, the Architect will receive and review for completeness the Contractor's submittal of as-constructed record drawings and will prepare project Record Drawings for the Owner's facilities management use.
 - a. Record Drawings will incorporate information from the Contractor's Project Record Documents that include the original Contract Documents and Addenda as marked up by trade subcontractors, Change Orders and Change Order sketches issued by the Architect, and pertinent information from reviewed shop drawings.
 - b. The Architect will provide the Owner with Record Drawings on both electronic and paper hardcopy media. Electronic media of Record Drawings shall be delivered in two formats: non-editable format for drawings that contain the Architect's title block, and editable, CAD-formatted files without the Architect's title block.
15. Coordination of Owner's consultants: Coordination of the Owner's commissioning agent and other consultants is included in the Basic Fee.
16. Telecommunication / Data Design: Locations of tele/data receptacles and central equipment are included as a Basic Service. As a basic service, Architect's RCDD shall work, in collaboration with the Owner, to specify equipment, wiring, and network design.
17. Security Evaluation and Planning: Owner will engage an independent specialist or self-perform security evaluation and planning. As a Basic Service, Architect will incorporate all resultant requirements into the contract documents.
18. Commissioning: Via a separate contract, Owner will engage a qualified commissioning agent. As a Basic Service, Architect will Coordinate the Owner's commissioning agent.
19. Extensive environmentally responsible design: The project is to be designed and documented to generally comply with requirements for maintaining no less than a LEED® a "Silver" status in the LEED® rating system developed by the U.S. Green Building Council.
20. LEED Certification: Although certification will not be pursued, the project is to be designed and documented to generally comply with requirements for maintaining no less than a LEED 'Silver' rating.
21. Furniture, Finishing, and Equipment Design: As a Basic Service, in coordination with the Owner, the Architect will select and incorporate the selected furniture and equipment information in the floor plan layout and coordinate architectural and MEP components to allow maximum flexibility and functionality. As a Basic Service, the Architect will provide any additional FF&E design and administration for the project.
22. Envelope Peer Review: Not Required
23. Mechanical Peer Review: Not Required
24. Code Consultant for Permitting: Code review is included as a Basic Service. As an Additional Service, the Architect will engage a code consultant to review plans and assist the Owner with obtaining any variances recommended by the Architect and agreed by the Owner.
25. Graphic Design: The Owner will provide graphic standards for building signage. As a Basic Service, the Architect will develop a wayfinding plan, and interior and exterior signage design package, inclusive of but not limited to all code required, wayfinding, donor, and informational signage for the project that is consistent with established university signage standards.
26. Geotechnical Survey & Report: Geotechnical Survey & Report: As a Basic Service, the Architect will prepare a Request for Proposals for site geotechnical survey work and report, send this RFP to up to four survey firms, coordinate bidding and awarding of the Work, coordinate Work performed by the selected firm, and incorporate the survey data into the project design plans. As a Contract Allowance Expense, and

after approval by the Owner, the Architect will procure geotechnical survey services and report for the project.

27. Hazardous Material Coordination: The Architect will assist the Owner in coordinating hazardous materials survey and abatement services related to the project
28. Travel to Other Projects: Travel and subsistence expenses involved with visiting similar projects at other universities, above and beyond the single required visit, will be an Additional Service.
29. Pre-Construction Testing: As a Basic Service, the Architect will prepare a Request for Proposals for Pre-Construction Testing Services (e.g., electric load tests or hydrant flow tests), send this RFP to up to four firms, coordinate bidding and awarding of the Work, coordinated Work performed by the selected firm(s), and incorporate the data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure Pre-Construction Testing services for the project site. As a Basic Service, Architect may be required to secure multiple services from multiple firms in order to complete all the required Pre-Construction Testing for the project.