Notice of Contract Purchase Agreement

State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

VENDOR	**VERTEX CONSTRUCTION SERVICES INC** **400 LIBBEY PKWY** **WEYMOUTH, MA 02189** **United States**

MPA-430 OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS	
Award Number	**3340637**
Revision Number	**1**
Effective Period	**13-AUG-2013 - 31-JUL-2018**
Approved PO Date	**01-JUL-2016**
Vendor Number	**35250**

SHIP TO	**MASTER PRICE AGREEMENT** **SEE BELOW** **RELEASE AGAINST, RI MPA** **United States**

Type of Requisition	**ARCH, ENG & CONSULT**
Requisition Number	
Change Order Requisition Number	
Solicitation Number	**7461230**
Freight	**Paid**
Payment Terms	**NET 30**
Buyer	**Bovis, Thomas** **-**
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3340637

CHANGE EFFECTIVE PERIOD
FROM: 08/14/2013 - 07/31/2016
TO: 08/14/2013 - 07/31/2018

TIME EXTENSION REQUIRED TO INVOKE OPTION TO RENEW FOR TWO ADDITIONAL YEARS.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:
https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are

covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, 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. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

CONTRACT USER GUIDE
OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS

MASTER PRICE AGREEMENT #430
CONTRACT TERM: 8/14/13-7/31/16
WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

The Division of Purchases issued RFP #7461230 for Owner's Representative Services on February 27, 2013. Seventeen proposals were received on March 25, 2013, of which 15 were recommended for inclusion on MPA-430.

CONTRACT SUMMARY

This Master Price Agreement includes qualified firms to provide Owner's Representative Services on an "as needed" basis for one or more Capital Projects, Architectural/ Engineering (A/E) and/or Construction projects.

WHAT IS AN OWNER'S REPRESENTATIVE VS. PROGRAM MANAGER

An Owner's Representative is the person designated by the Owner on a particular project who has the authority to give binding consents or approvals required by the contract documents. When the Owner designates an Owner's Representative in the Contract Documents, the Owner is holding that person out to the Contractor as someone authorized to bind the Owner, and the Contractor can rely on the statements of the Owner's Representative. If the Contractor seeks consent from someone who is an employee of the Owner but the Owner has not designated that employee in the Contract Documents as the Owner's Representative, then any reliance by the Contractor on what that person says is misplaced.

If there is a construction project, for example, to repair a building used by the Department of Human Services, the Owner's Representative could be the project manager assigned to manage the project from the staff of DHS, or perhaps someone from capital projects.

A program usually involves multiple projects but can also involve just one. A Program Manager is someone hired by the Owner to assist the Owner in an advisory capacity, on matters that impact the program, during design and construction. Basic services of the program manager primarily relate to overseeing the development and implementation of the program and include creating a program management plan to describe the scope of the program and its requirements,

managing program related information across the multiple projects in the program, developing a program-wide budget and schedule, and establishing quality control guidelines. The program manager can help with economies of scale and coordinate and prioritize resources across projects, and reduce coordination costs and risks across several projects in a program.

HOW TO REQUEST OWNER'S REPRESENTATIVE SERVICES

The Owner's Representative method may be selected for a project when it is determined that the following criteria will be met:

- The State cannot manage or supervise the work of specialty trade contractors and will not contract directly with such specialty trade contractors;
- It is in the State's best interest to retain an Owner's Representative to supervise and or monitor the activities of a general contractor; and/or
- It is in the State's best interest to retain an Owner's Representative to supervise and or monitor the engineering and architectural services for a project;

WHO CAN USE THIS CONTRACT

This is a Master Price Agreement and, as such, has Statewide Applicability. Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSTRUCTIONS FOR USE BY STATE AGENCIES

1. **The state agency will obtain a minimum of three quotes from MPA-430 vendors for a lump sum fixed-fee for a specific project**. At least one Certified Minority Business Enterprise should be solicited whenever possible. The MPA Award Webpage reports the MPA Purchase Orders and identifies Vendors that are a Certified Minority Business Enterprise at the time of award (Ref: Purchases Business Processes *http://www.purchasing.ri.gov/StateAgencyInfoCenter/AgencyLogin.aspx).*

2. **When obtaining three quotes, if a state agency does not wish to select the vendor offering the lowest quote, the agency must provide justification to the Division of Purchases before issuing a notification letter.**

3. **There is a $50,000 ceiling for any specific project. Projects estimated to be more than $50,000 and not to exceed $250,000 are subject to prior-written approval by the Division of Purchases. Projects expected to exceed $250,000 must be solicited as a Request For Proposal (RFP).**

4. The state agency will send a notification letter (sample attached) to the recommended vendor in which the following information is requested:

   - An agreement outlining the scope and special terms & conditions covering the work, executed by both the Agency Chief Executive and the vendor's authorized agent (Sample Standard Form of Agreement is Attached).
   - A completed Minority Business Enterprise Plan.
   - Certificates of Insurance showing minimum limits of coverage as follows:

Commercial General Liability Insurance: covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. Including personal and advertising injury liability,

independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of $1,000,000 per occurrence and aggregate is required.

Errors and Omissions Insurance: covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $1,000,000.

Auto Liability Insurance: covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of $1,000,000 will be obtained.

Workers Compensation and Employers Liability: in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of $100,000 each accident, $500,000 disease or policy limit, $100,000 each employee.

The Owner shall be defended, indemnified and held harmless to the full extent of any coverage actually secured by the contractor in excess of the minimum requirements set forth above. Independent contractors who are neither eligible for, nor entitled to workers compensation must file with the Department of Labor and Training, Division of Workers Compensation a "Notice of Designation as Independent Contractor" pursuant to R.I. Gen. laws § 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

The liability insurance coverage, except professional liability, errors and omissions, or workers compensation required for the performance of the contract shall include the State of Rhode Island, the Department of Administration, and its divisions, officers and employees as additional insured, but only with respect to the contractor's activities under any contract issued pursuant to MPA-430.

The insurance required under any contract issued pursuant to MPA-430, through a policy or endorsement shall include: A) a waiver of subrogation waiving any right to recovery the insurance company may have against the State. B) a provision that the contractor's insurance coverage shall be primary as respects any insurance, self insurance or self retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the contractor or its insurer(s).
Failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of any contract issued pursuant to MPA-430.

Successful MPA-430 contractors shall furnish Certificate(s) of Insurance to the state agency at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in cancellation of any contract issued pursuant to MPA-430.

Insurance coverage shall be obtained from insurance companies authorized by the Department of Business Regulation to transact business in Rhode Island.

MPA-430 contractors shall pay for all deductibles, self-insured retentions and/or self- insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

When the above information has been obtained, the state agency will send the following documentation to the Division of Purchases and request that a purchase order be issued:

- A Zero Dollar Requisition to Include Project Amount
- Scope of Work
- Quotes Received
- Memorandum Signed by Agency Summarizing Responses and Recommending Vendor
- Copy of notification letter*
- Copy of signed agreement (A standard form of agreement is being finalized and will be posted in Agency Information Center – Division of Purchases website)
- MBE Compliance*
- Certificates of Insurance as detailed above

*These documents are posted in Agency Information Center – Division of Purchases website.

STATE AGENCIES PLEASE TAKE NOTE:

No Vendor shall provide services or begin work unless and until a valid Purchase Order approved by the Agency has been issued and received by Vendor. In no event shall a Vendor deliver goods or provide services until such time as a duly authorized release document is certified by the ordering Agency. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.

- In accordance with R.I. Gen. Laws § 37-2-54(c), "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."
- Under State Purchasing Regulation 8.2.1.1.2, "Any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."
- State Purchasing Regulation 8.7.1 – "All agreements and changes to scope of work, price, or other terms shall be incorporated into purchase orders via "change order" documents incorporating contract amendments."
- State Purchasing Regulation 8.7.2 – "Change Orders issued by the Office of Purchases shall be the only binding documents which may create a change in a purchase order."
- State Purchasing Regulation 8.7.3 – "Personnel shall not commit the state to technical / contractual changes to purchase orders without first securing all necessary approvals."

Division of Purchases Contact: Thomas Bovis
Interdepartmental Project Manager (401) 574-8119
Thomas.Bovis@purchasing.ri.gov

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

INSERT DEPARTMENT HERE
INSERT DIVISION HERE
INSERT ADDRESS HERE
PHONE FAX
TDD

Request for Quote "RFQ" – Owner's Representative Services For Architectural/Engineering And/Or Construction Projects, PROJECT NAME- LOCATION, RI

Solicited under State of Rhode Island Master Price Agreement # 430

DATE OF REQUEST FOR QUOTE
INSERT DATE OF REQUEST FOR QUOTE

PROPERTY DESCRIPTION
INSERT PROPERTY DESCRIPTION

HISTORY/BACKGROUND
INSERT HISTORY AND BACKGROUND

INTENT
INSERT THE INTENT

A SELECT mandatory/non-mandatory site walkthrough will be conducted at INSERT LOCATION.
INSERT DATE->

Questions regarding this Request for Quote are due to the INSERT AGENCY no later than
INSERT DATE->

Vendor Submissions are due via email or hardcopy to the INSERT AGENCY no later than
INSERT DATE->

Division contact:
NAME, TITLE 401-XXX-XXXX email: email.address@XXX.ri.gov

The following Owner's Representative Services For Architectural/Engineering And/Or Construction Projects services will be required:

1. INSERT REQUIRED XXX SERVICES

Anticipated Project Phases:

1. INSERT DESIGN PHASES

   Example phases include:
   Schematic Design Phase
   Design Development Phase
   Construction Documentation Phase
   Bid Phase
   Construction Administration Phase

Preliminary Schedule:

1. LIST SCHEDULE AND DURATIONS

Pricing:

Vendors are requested to provide pricing in the following format:

1. Provide a lump-sum fixed fee for the work described above $_____
2. Provide an hourly breakdown of the above lump-sum fixed fee for all personnel roles associated with the project (including primary and secondary).

Personnel	Hourly Rate	Number of Hours
_____	_____	_____
_____	_____	_____

Attachments:

1. INSERT ATTACHMENT LIST IF APPLICABLE _____

AGENCY LETTERHEAD

Date

Vendor Contact.
Vendor Company.
Street (PO).
City., State. ZipCode.

Vendor Email.

SAMPLE

Re: 1) MPA# ### , MPA Title : Agency Project Name
2) Amount: Buyer insert the type of Quote/Estimate – ex. "lump-sum fixed-fee" $Dollar Amount

Dear Mr./Ms. Vendor Contact.:

This letter is to notify you that the Agency/Division "Agency" is authorized to begin contract negotiations with Vendor Company Name for the above referenced project. This tentative selection may be revoked by the "Agency" if your company fails to satisfy any of the requirements of this letter or the solicitation.

No work may commence until your company has received a Purchase Order issued by the Division of Purchases and, in addition, an authorization from the user Agency. Prior to issuance of a purchase order by the Division of Purchases, your company must provide the documentation listed below to the Agency by Calendar Date stated as "Week Day", "Month", "Date", "YYYY" – requirement is 21 calendar days from date of letter.. Submit all documentation, to: Agency Staff Name, Agency Mailing Address, Email: Agency Staff Email. Failure to timely provide the required documentation may result in the revocation of this notification by the Agency.

Please provide the following documents indicated by a ☒:

1) ☒ Agreement outlining the scope and special terms and conditions covering the work, *executed by both the Agency Chief Executive and an authorized representative of your firm* .

2) ☒ Vendor Awards of $10,000 or more are required to submit a completed Minority Business Enterprise Plan. Submit Plan to Division of Purchases, Minority Business Office, One Capitol Hill, 2nd Floor, Providence, Rhode Island 02908. For further information, contact Dorinda Keene at (401) 574-8253 or dorinda.keene@doa.ri.gov .

3) ☒ Certificates of insurance in accordance with the MPA Bid Solicitation. When commercial general liability is required, ensure that the Agency is the Certificate Holder and Both the Agency and the State of Rhode Island are Additional Insured.

Please contact me if you have any questions regarding this letter.

Sincerely,

Agency Contact Name
Agency Contact Title
Telephone Number

cc: Dorinda Keene – MBE
RI Division of Purchases MPA Buyer

Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

VERTEX CONSTRUCTION SERVICES INC
400 LIBBEY PKWY
WEYMOUTH, MA 02189
United States

MPA-430 OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS

Award Number	**Effective Period:**
3340637	13-AUG-13 - 31-JUL-16

SHIP TO

MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Date: 19-AUG-13
Buyer: T Bovis
Shipping: Paid
Terms: NET 30
Vendor#: 35250

INVOICE

MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

CONTRACT TERM: 8/14/13-7/31/16
WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS

MASTER PRICE AGREEMENT #430

PROVIDE OWNER'S REPRESENTATIVE SERVICES FOR ARCHITECTURAL/ENGINEERING AND/OR CONSTRUCTION PROJECTS IN ACCORDANCE WITH THE PROVISIONS OF RFP #7461230 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES.

VENDOR RATE STRUCTURE IS ATTACHED.

VENDOR CONTACT:
FRANK BENWAY, PROJECT ENGINEER
TEL: (781) 952-6000
FAX: (781) 952-6060
FBENWAY@VERTEXENG.COM

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Proposed Rates and Rate Structure

RATE SCHEDULE

Role	Rate (Hour)	Rate (Day)	Rate (Week)	Rate (Month)*	Total Annual Fee**
Project Executive	$ 150	$ 1,200	$ 6,000	$ 24,698	$ 280,800
Senior Project Manager	$ 125	$ 1,000	$ 5,000	$ 20,582	$ 234,000
Project Manager	$ 115	$ 920	$ 4,600	$ 18,935	$ 215,280
Assistant Project Manager	$ 110	$ 880	$ 4,400	$ 18,112	$ 205,920
Senior Claims Consultant / Expert Witness	$ 150	$ 1,200	$ 6,000	$ 24,698	$ 280,800
Staff Consultant - Claims	$ 125	$ 1,000	$ 5,000	$ 20,582	$ 234,000
Junior Consultant - Claims Support	$ 105	$ 840	$ 4,200	$ 17,289	$ 196,560
Senior Scheduler	$ 145	$ 1,160	$ 5,800	$ 23,875	$ 271,440
Staff Consultant - Scheduling	$ 125	$ 1,000	$ 5,000	$ 20,582	$ 234,000
Senior Cost Engineer	$ 135	$ 1,080	$ 5,400	$ 22,228	$ 252,720
Staff Consultant - Cost Engineering	$ 125	$ 1,000	$ 5,000	$ 20,582	$ 234,000
Senior Project Engineer (non P.E.)	$ 115	$ 920	$ 4,600	$ 18,935	$ 215,280
Project Engineer (non P.E.)	$ 95	$ 760	$ 3,800	$ 15,642	$ 177,840
Senior Operations Manager / Site Supervision	$ 135	$ 1,080	$ 5,400	$ 22,228	$ 252,720
Site Supervision / Clerk of the Works	$ 95	$ 760	$ 3,800	$ 15,642	$ 177,840
OSHA Certified Safety Supervisor	$ 125	$ 1,000	$ 5,000	$ 20,582	$ 234,000
Senior Contract Administrator	$ 95	$ 760	$ 3,800	$ 15,642	$ 177,840
Contract Administrator	$ 80	$ 640	$ 3,200	$ 13,172	$ 149,760
Administrative	$ 65	$ 520	$ 2,600	$ 10,703	$ 121,680

* - Monthly rate reflects 5% discount.
** - Total Annual Fee reflects 10% discount.

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:
https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are

covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, 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. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.