Solicitation Information

LOI # 7458280

TITLE: **OWNER'S REPRESENTATIVE SERVICES**
CENTER FOR CHEMISTRY AND FORENSIC SCIENCES
The University of Rhode Island

Submission Deadline: December 17, 2012 @ 10:00AM (EST)

PRE-PROPOSAL CONFERENCE: Yes **November 28, 2012 at 10:00 AM (EST)**
Mandatory: YES
Location: Center for Biotechnology and Life Sciences, Room 435,120 Flagg Road, Kingston

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than December 4, 2012 **(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 internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: **NO**
BOND REQUIRED: **NO**

Administrator of Purchasing Systems

Vendors must register on-line at the State Purchasing Website at www.purchasing.state.ri.us to be able to download a Bidder Certification Cover form which must accompany each offer.

NOTE TO VENDORS:

No offer will be considered that is not accompanied by a completed and signed RIVIP generated Bidder Certification Cover Form.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Letters of Interest
OWNER'S REPRESENTATIVE SERVICES
CENTER FOR CHEMISTRY AND FORENSIC SCIENCES

The University of Rhode Island (URI) hereby solicits from invited firms Letters of Interest and Fee Proposals for **Owner's Representative Services** (Project Management Services) to assist with the construction of URI's Center for Chemistry and Forensic Sciences (CFCAFS) project.

This is a Request for Letters of Interest and Fee Proposal, to be evaluated on the basis of individual staff submitted and proposed fees.

Agency Contact: Paul M. DePace PE
Director,
Office of Capital Projects
Sherman Building
523 Plains Road
Kingston, R.I. 02881
pauld@uri.edu
Phone: 401-874-2725

A mandatory pre-proposal conference will be held at:

Date: **November 28, 2012**
Time: **10:00 AM (EST)**
Place: **Center for Biotechnology and Life Sciences, Room 435, 120 Flagg Road, Kingston**

INSTRUCTIONS AND NOTIFICATIONS TO RESPONDENTS:

- Potential respondents are advised to review all sections of this Request carefully and to follow instruction completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

- All costs associated with developing or submitting proposal in response to this Request, or to provide oral or written clarification of its contact, shall be borne by the respondent.

- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein. The proposed fee and hourly rates are fixed for the stipulated term of the agreement and not subject to increases due to inflation, changes in employee compensation, or costs of living.

- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign cooperation may transact business in the state without a Certificate of Authority to so from the Rhode Island Secretary of State (401-222-3040).

- Respondents are advised that all materials submitted for consideration in Response to this solicitation will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Subcontracts are permitted.

- Equal Employment Opportunity (RIGL 28-5.1) 28-5.1 Declaration of Policy: Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island State Government, including all public and quasi-public agencies, commissions, boards, and authorities and in the classified, unclassified, and non-classified services of state employments. This policy applies in all areas where the state dollars is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information contact the Rhode Island Equal Employment Opportunity Office at 222-3090.

- The State/URI reserves the right to request clarification of any aspect of materials received or to request further information as might be required to adequately evaluate credentials and qualifications.

- The State of Rhode Island reserves the right to accept or reject any or all submissions received as a result of this solicitation, to waive minor irregularities, or to negotiate with any respondent, in any manner necessary, to serve the interests of the State.

- All questions regarding the project or this Request for Proposals shall be directed by e-mail or fax to the Division of Purchases Contact listed on the cover of this RFP. Responses to questions regarding this solicitation will be shared with all interested firms by means of addendum to this RFP.

- Respondents shall submit one (1) original and three (3) copies of their proposal to:

  Department of Administration
  Division of Purchases, 2nd Floor
  One Capital Hill
  Providence, RI 02908

- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases office at the time of opening for any cause will be determined to be late and will not be considered. The "official" time clock is that located in the URI

Division of Purchases office. Proposals emailed, or faxed, to the Division of Purchases will not be considered.

- Notwithstanding the forgoing, the University/State reserves the right to award on the basis of cost alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered any further. The University/State may, at its sole option, elect to require presentations (s) by offerors clearly in consideration for award.

A **mandatory pre-proposal conference** will be held at the Center for Biotechnology and Life Sciences at the time specified on page one of this offering. Directions to the CBLS:

From the north, take I-95 South to Exit 9 (Route 4 South) and follow Route 4 to Route 1 South. Stay on Route 1 until the intersection of Route 138 West. Turn right onto Route 138 West to Kingston/URI.

From the south, take I-95 North to Exit 3A (Route 138 East). Continue east on Route 138 to Kingston.

From Newport, follow Route 138 West over the Newport and Jamestown bridges to Route 1. Take Route 1 South to Route 138 West. Follow Route 138 West to Kingston.

We suggest that you enter the University campus at the junction of Route 138 and Upper University Road, at the traffic light. Continue north on Upper University Road and turn left on Flagg Road. The CBLS is on the left at 120 Flagg Road. Parking is available at the bottom of the hill on the left at 210 Flagg Road and in the adjacent parking lot.

Upon entering campus, you will find the campus Information Center on your right on Upper University Road. The Information Center will provide a visitor's parking pass and directions for parking. A detailed map of the campus is also available. The Information Center is open Monday through Friday from 8 am to 4 pm, telephone number (401) 874-2133. Individuals requesting service for the hearing impaired must notify URI at least 48 hours in advance of the conference date at (401)-874-9463.

Request for Letters of Interest

OWNER'S REPRESENTATIVE SERVICES
(Project Management Services)

CENTER FOR CHEMISTRY AND FORENSIC SCIENCES

The URI of Rhode Island

Kingston, Rhode Island

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I. BACKGROUND AND PURPOSE

The University of Rhode Island has a continuing program of capital improvement projects under development and in execution. Projects are funded through multiple sources including, but not limited to, General Obligation funds, RIHBEC bond funds, Federal Grants, RI state revenues for asset protection, and private donations and grants. URI's Office of Capital Projects (OCP), manages between 70-100 projects of various sizes each year. The URI's current project load requires supplemental professional project management services.

The project covered by services under this project management agreement shall be in accordance with the Purchase Order and Agreement issued by the Division of Purchases, Department of Administration for Rhode Island

II. PROJECT DESCRIPTION

The URI Center for Chemistry & Forensic Science (CFCFS) building will comprise approximately 133,400 GSF of newly constructed space on four levels for classrooms, offices, research and teaching labs, and associated program spaces. The estimated construction cost is approximately **$54,000,000**.

The Center for Chemistry & Forensic Science will be the third phase of a larger North District Master Plan to create a new quadrangle for all the sciences activities on the URI Kingston Campus. This project will include the demolition of surface parking areas and removal of the north Chafee Building stair tower. There will also be a connection to the Chafee Building at the mezzanine level of the new building.

A major component to the project will be teaching labs and general classroom spaces. The first two levels contain eight (8) general chemistry labs, five (5) organic teaching labs, and one (1) advanced chemistry teaching lab. The first level contains two lecture halls, one a 250 seat and the other a 100 seat, and a 32 seat classroom on the 2nd level. These items reflect the program's commitment to innovating teaching with an emphasis on hands on experiences.

The Center for Chemistry & Forensic Science will house cutting edge research spaces designed to foster interaction and sharing of advanced scientific research support. The 3rd and 4th levels contain 36 research labs of which 12 will be left as warm shells. The Department of Homeland Security Center of Excellence in Explosives Detection, Mitigation, and Response (COE) will be relocated to the 4th level of the new facility. The 2nd level will also house the nuclear magnetic resonance (NMR) spectroscopy instrumentation lab.

Support service areas also include a loading dock facility located below grade, chemical and general storeroom areas, hazardous waste and solvent storage facilities, administrative and conference room spaces, and mechanical spaces located at the lower level and penthouse.

Extensive landscape, civil and utility design work accompanies the building, including a podium area connecting to the Center for Biotechnology and Life Sciences and the College of Pharmacy plazas, extension of the CBLS rain gardens, surface parking areas and the extension of steam and condensate lines from the Rodman Hall area.

In addition, the University is considering executing a mandatory Project Labor Agreement with all trade unions and including this Agreement Bid Specifications.

III. SCOPE OF SERVICES

The University of Rhode Island seeks a qualified Owner's Representative Firm as Project Manager (PM) firm to provide comprehensive project management services to assist with oversight of the General Contractor (GC) which will be selected by competitive bid process to construct the proposed CFCAFS under purchase order awarded by the RI Division of Purchases on behalf of the URI. The PM will work on the Kingston Campus of URI of Rhode Island in offices provided by the URI. Assigned personnel shall provide construction team leadership, management and technical expertise, and coordination of the projects. The Office of Capital Projects will provide regular executive level direction and support to the project during the construction phase; the Project Manager is to provide the URI's presence on site for maximum effectiveness and efficiency of the work. All work shall be done in collaboration with and at the direction of URI representatives in a team environment. The project management team shall

provide comprehensive coordination and direction of project activities in a manner that serves and protects the URI's best and overall interest.

This proposal shall be for Construction Phase Services, including oversight of construction procurement, all construction phase services, commissioning, punch list, final acceptance, and move-in collection of close-out documentation. Please refer to the attached Scope of Services , Appendix A

The selected firm shall provide qualified personnel with the appropriate education, training, background and experience to successfully manage assigned projects. URI will review and evaluate all proposed personnel and approve final assignment of projects to the accepted team. At a minimum, the project management firm and its personnel shall have qualifications and experience including but not limited to following:

Management Experience:
The Senior Project Manager shall have significant experience in managing complex building construction during the construction phase through move-in and occupancy, until project is successfully closed out. This experience should include "Owner's Representative" experience serving as the primary agent of the owner. The PM shall have the ability to protect the owner's needs and interests, comply with applicable policies and laws, and maintain professional integrity in the discharge of their responsibilities in coordinating project activities. The URI is considering the implementation of a mandatory Project Labor Agreement (PLA) for this project. The PM must describe any experience of the firm or employees have in the managing projects which include a PLA

Collaboration with URI personnel:
The PM will receive direction from the URI's Office of Capital Projects. The PM will collaborate with other URI departments and personnel including the Department of Chemistry, College of Arts and Sciences, Office of Campus Planning and Design, Department of Public Safety and Department of Facilities Services as directed or required by the project. The PM will provide team leadership, management, and technical expertise needed to facilitate the successful implementation of assigned projects. The PM staff will have the necessary experience and foresight to anticipate project issues and to plan ahead and coordinate/communicate ahead with other URI units in order to avoid potential conflicts and problems, minimize disruption of regular campus activities, and to facilitate timely and effective actions as required when issues arise.

Adherence to URI Procedures and Protocol:
The PM shall adhere to established State of Rhode Island and URI policies and procedures.

Budget, Schedule, and Quality Assurance Management:
The Project Management team will have the skills and experience necessary to evaluate General Contractor's project schedules, evaluate change order proposals and track project schedules that are accurate and reasonable. The PM will institute and maintain a quality assurance program to promote the highest quality, on-time, and within-budget projects.

Maintaining Project Records and Reporting:

The PM shall appropriately maintain all project documentation and records in a timely fashion. The PM shall prepare and submit appropriate project reports at intervals as requested by the URI and in the format and level of detail requested by the URI.

Construction Phase Management:
PM will have the qualifications and experience necessary to manage the construction phase of projects in collaboration with the Architect-Engineer-of-record, all of that firms consultants the General Contractor, Commissioning Agent and associated team participants.

Relocation Management and Coordination:
PM will have the skills and experience necessary to facilitate and coordinate relocation of equipment, personnel, and property at the appropriate stages of the project.

Scope of Services:
The Project Manager will provide management services as listed in the Purchase Order and the executed Agreement as directed by the URI.

Duration of Project Management Services Contract:
Subject to the terms of the agreement, and the continuing funding of assigned projects, the duration of the PM services contract will be for the construction phase of the CFCAFS project

IV. PROJECT MANAGEMEMT STAFF REQUIREMENTS

For managing the Construction Phase of the CFCAFS project URI requires the following positions:

Full time on-site Project Management staff:

- One (1) full time Senior Project Manager having significant construction phase experience with technically complex science building projects. Experience with higher education projects is preferred. This PM must be a graduate architect or engineer or other construction professional, with at least ten years professional experience acceptable to the URI

Part-time Project Management support as may be required by the URI:

- Executive Project Manager: graduate architect, or engineer or other construction professional with extensive leadership experience in the project management.
- Scheduler with at least five years professional experience in the field of computer generated schedule of commercial and institutional projects. The duties of this individual will be to examine the General Contractors proposed schedule
- Administrative Support with experience in the maintenance of facilities or construction project files, accounts, and computerized project management systems.
- Mechanical / Electrical / Plumbing Coordinator: Registered engineers available on an on-call basis to provide specialized services in their respective fields.
- Cost Estimator with at least 10 years professional experience in estimating commercial and institutional projects in the Rhode Island region.

The above staff requirements may be provided by the Project Manager's direct employees or as sub-consultants.

For Construction Phase PM Services and additional support, staffing and services will be contracted on an as-needed basis with the rates in accordance with the PM's current Purchase Order and Agreement.

V. TERMS AND CONDITIONS

Confirming that the terms and conditions of this Project Management assignment are in conformance with the existing Purchase Order and Agreement:

> "**§ 4.2.1** Independent Contractor The Owner and the PM hereby acknowledge and agree that the PM, in performance of the Work hereunder, shall be acting as an independent contractor of the Owner, and no fiduciary relationship exists between the two, and except as explicitly set forth in this Agreement, the Owner shall have no liability of any kind or nature whatsoever to the PM, its employees or any other individual or entity, as a result or because of the actions or inactions of the PM or any employee or agent of the PM."
>
> "**§ 4.2.1.2** In order to facilitate convenient communication with the Owner's facilities management and operations staff and to maintain the security of confidential project files and documents stored at the Owner's premises, the PM's principal place of work for the Project shall be in office space provided by the Owner on the campus of the URI of Rhode Island."

The successful firm will be required to agree to and execute the attached Standard Form of Agreement, Appendix B, as a condition of award.

URI will provide all necessary office space, facilities maintenance, and associated utilities for the Project Manager's on-campus office. URI will provide the on-site PM with access to high-speed internet service and shared URI servers designated for the projects. As a reimbursable project expense described in Section VIII, the PM shall provide furniture, computers, office equipment, supplies and other non-personnel support required for project administration. Upon reimbursement, all capital improvements and equipment/supplies purchases shall become the property of the URI.

The award of this contract is contingent upon funding and the approval of the Rhode Island Department of Administration .The selected Owner's Representative firm(s) and their sub-consultants are prohibited from submitting construction bids for this CFCAFS project..

VI. CONTENTS OF PROPOSAL

Proposals must include the following:

1. A Letter of Interest and transmittal of proposal signed by an owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of

this Request, and tendering an offer to the State. The letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment.

2. A Technical Proposal describing the background and experience of the Offeror , qualification, and experience of proposed staff or sub-consultants:
   a. Staff qualifications and experience (25 points)
      1. Resume and work experience of the Senior Project Manager.
      2. Resume and work experience of the Executive Project Manager
      3. Resumes and work experience of the additional staff or sub-consultants as required in the in the cost proposal
   b. Description of firms experience including (25 points)
      1. Presentation of firms experience describing in detail its capability to manage this project based of experience with projects of similar size and complexity
      2. Presentation of firm's capacity to manage this project including an organization chart displaying the assignment to the firm's employees and sub consultants. This section will include all projects which the firm will have underway during the period when the project is underway
      3. Presentation of firms experience with BIM experience with web based project software (5 points)
   c. Presentation of a list of reference from clients for project of similar size and complexity (10 points)

3. A separate sealed Cost Proposal Form: The weekly and hourly rates must be inclusive of all costs necessary to deliver the PM staff services for the duration of the time indicated. Rates must include salary, payroll deductions, taxes, insurances, escalation, allowances to cover vacation and sick leave, employee fringe benefits, personnel transportation to and from the on-site office, associated company overhead (including all off-site home general management, office support and accounting, office operations, telephone costs, data processing/IT costs, and any other off-site expenses), and company profit. Provide the weekly and hourly rates for the support staff titles listed on the Cost Proposal Form. (35 points)
   a. A contract allowance amount of $50,000 for additional staff time not defined in the itemized weekly and hourly rates. This allowance is established to cover additional consultants or staff contracted under the Agreement only as directed by the URI.
   b. A contract allowance amount of $20,000 for reimbursable expenses. This contract allowance is also for sub-consultant services such as surveying, services, and commissioning services associated with the assigned projects. Such sub-consultant services must be authorized in advance by URI
   c. The completed Cost Proposal form shall be submitted in a separate sealed envelope which will be opened only for those Offerors who's Technical Proposal achieves the minimum score as defined in section **VII Evaluation and Selection.**

NOTE: The durations of time indicated in the cost proposal form represent the estimated duration of services required over a 104 week period. The actual scope of services may vary depending upon project funding and schedule of work.

VII. EVALUATION AND SELECTION

The University of Rhode Island will commission a Technical Review Sub-Committee, which will evaluate and score all proposals. The evaluation will be carried out in two stages: Technical and Cost. The Cost Proposals shall remain sealed until the technical scoring has been completed. Only those Offerors who's Technical Proposals have been judged as achieving the minimum score will have their Cost Proposal opened. All others will be returned. The Technical Review Sub-Committee will use the following criteria:

Criteria Points	
Staff Qualifications and experience	25
Firm's Capability, Capacity and Qualifications	25
Firm's experience with BIM and web based project management software	5
References	10
Cost Proposal	35
Total	100

A minimum score of 50 Points in the Technical Proposal is required to advance to the Cost Proposal stage.

With regard to General Conditions, the University will furnish the successful firm with an office space on the Kingston Campus. The PM shall be responsible for furnishing office furniture, telephone equipment and service, internet service, vehicles, computers, photocopying, shop drawing reproduction, stationary, supplies, fax machines, postage, and liability insurance, if any. The PM will bear all costs of travel between its other offices, including other project sites, and the University, as well as all home office and in-state travel costs. Other travel costs must be pre-approved by the URI in advance. Notwithstanding the forgoing, the University/State reserves the right to award on the basis of cost alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. URI may at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

VIII. COST PROPOSAL FORM:

Construction Phase Owner's Representative Services November 2012–September 2015			
Full-Time On-Site Staff	**Weekly Rate**	**Required Weeks**	**Total Cost**
Senior Project Manager		104	
Project Manager #1		--	
Part-Time Support:	**Hourly Rate**	**Required Hours**	
Executive Project Manager		200	
Administrative Support		800	
Scheduler		50	
MEP coordinator		200	
Cost Estimator		200	
Student Intern		960	
Contract Allowance for Additional Staff or sub-consultants as directed by the URI	-		$50,000.00
Subtotal staff costs			$
Contract Allowance for Reimbursables	-lump sum	--	$ 20,000.00
Total Fee Proposal			$

Proposed Schedule:
January 15, 2013 Prequalification and Bidding
March, 2013 Start of Construction Phase
February 1, 2015 Substantial Completion
March 1, 2015 FF&E Move in begins
April 1, 2015 Punch list and Commissioning Complete
July 1, 2015 Occupancy
September 1, 2015 Project Documentation, Turnover, and Close out

END OF DOCUMENT

APPENDIX A
LOI # 7458280
REQUEST FOR LETTERS OF INTEREST
PROJECT MANAGERS SCOPE OF SERVICES
CONSTRUCTION PHASE

1. BIDDING PHASE

The project bidding will primarily be done through a lump sum General Contractor delivery system through the State of Rhode Island Division of Purchases

The Program Manager shall:

1. Preparation for bidding:
    a. Request issuance of bid documents by and submit bid notices to RI Division of Purchases. Provide bid packages and bid comparison sheets.

2. Coordinate the placement of advertisements with the RI Division of Purchases.

3. Monitor contractor interest in the project.

4. Organize and attend pre-bid meetings.
    a. Conduct pre-bid conference to review requirements.
    b. Field questions from prospective bidders and coordinate responses with the architect.
    c. Review claims resolution procedures with prospective bidders.
    d. Conduct additional bidder visits to the site to facilitate their investigation of existing conditions.

5. Coordinate and direct work of each architectural firm in connection with:
    a. Preparation of meeting minutes of the pre-bid conference.
    b. Preparation and issuance of addenda.

6. Activities upon bid opening:
    a. Attend bid opening; receive bids from RI Division of Purchases
    b. Evaluate bids and prepare bid comparisons and award recommendations.
    c. Advise URI on qualifications of subcontractors and material suppliers.
    d. Assist RI Division of Purchases and appropriate State departments with review of bid responses for bond and insurance certificate conformance, EEO and MBE/WBE business participation
    e. Review bids and make recommendations to URI for award of contracts.
    f. Expedite award of contracts on "critical path"
    g. Monitor status of Purchase Order preparation.
    h. Upon issuance of Purchase Order, initiate contractor mobilization.

2. PROJECT CONSTRUCTION

The management of construction will be performed by a General Contractor (GC). The Program Manager will represent the University in its relationship with the General Contractor. The duties of the Program Manager are to coordinate, expedite and monitor the activities of the General Contractor, and to represent the Owner's interest in the construction process including the following activities:

1. Provide the following services at construction start-up:
    a. Organize ground breaking ceremony and public relations services.
    b. Coordinate activities to obtain building permit, demolition permit, and special permits.
    c. Record issuance of notice to proceed.
    d. Coordinate selection and secure contract with testing labs.
    e. Institute procedures for documenting and processing of shop drawings, Requests for Information, change order requests, change orders, contractor applications for payment, and other appropriate documents. Establish clear lines of communication for all construction administration issues.
    f. Arrange and attend pre-construction conferences with contractors.
    g. Coordinate Contractor's set-up of on-site facilities.
    h. Coordinate the construction schedule with the project schedule; review contractor's CPM schedule.
    i. Review contractor's schedule of values.
    j. Coordinate contractor's safety activities with project safety programs.
    k. Conduct regularly scheduled (e.g. weekly) meetings with owner and contractors.
    l. Review contractor's phasing plan and sequence of work. Review plans for site and building utilization during construction.
    m. Maintain all project records. Maintain a photographic record of progress and claim issues.

2. Assist in the management of budget and schedule for all projects:
    a. Review; submit for approval to the University, and then track master schedule for all projects.
    b. Review; submit for approval to the University, and then track project budget vs. actual for all projects.
    c. Review, submit for approval to the University, and then monitor contractor payment requests
    d. Update project schedule to reflect events and conditions at the jobsite.
    e. Track expenditures relative to the project budget.

3. Monitor contract compliance for all projects

4. Assist and direct work of each Architectural firm, and provide overview of the following items:
    a. Approvals of shop drawings.

b. Issuance of change orders.
c. Site observations.
d. Requests for Information
e. Structural inspections.
f. Building commissioning plan.
g. Contractor payments.

5. Provide construction administration services as follows:
   a. Assign a full time, experienced, onsite construction inspector to ensure quality and conformance with University's program and contract documents
   b. Schedule and attend regular job meetings.
   c. Coordinate third party vendor testing.
   d. Coordinate work of contractors to complete project within required budget, time and cost.
   e. Monitor and evaluate the progress of the work relative to schedule.
   f. Inspect work of contractor for quality control and contract performance
   g. Reject work, which does not conform to quality and contract requirements.
   h. Advise URI on courses of action when contract requirements are not fulfilled.
   i. Assist URI to resolve any questions that arise during construction.
   j. Implement claims resolution procedures

6. Review contractor's application for payments as approved by the architect and recommend for approval to the University; monitor payments over time; implement change order processing procedures.

7. Maintain shop drawing file; review, log and file shop drawings

8. Manage the Change Order process. Review change orders, and prepares for approval by the University

9. Submit regular project reports for critical issues including design issues, schedule progress, cash flow forecast, and budget vs. actual reporting.

10. Prepare for building commissioning:
    a. Coordinate the preparation of bid specifications and bidding activities for purchase of furnishings and equipment in accordance with University standards for design, materials and equipment; coordinate work of interior design consultant.
    b. Prepare initial plan and schedule for commissioning building and systems.
    c. Prepare for move-in; coordinate deliveries with movers and furniture dealers; coordinate installation.

3. BUILDING COMMISSIONING

The Program Manager shall:

Project completion activities:

a. Review Contractors and Architect's certification that the project is complete, and that all punchlist items have been addressed.
b. Conduct final inspection.
c. Obtain final release waivers.
d. Close out contracts with contractors.
e. Assist Contractor and Architect in obtaining certificate of occupancy.
f. Coordinate building and systems and schedule commissioning by General Contractor
g. Observe and assist Contractor in conducting systems start-up testing.
h. Develop and conduct appropriate start-up and training programs for University administrative, maintenance, and custodial staff for building systems and equipment.
i. Develop recommended spare parts inventory.
j. Coordinate final cleaning and start-up service.
k. Conduct project performance evaluation meeting and provide evaluation of architects, contractors, subcontractors and material suppliers
l. Assist with claims resolution.
m. Coordinate installation of owner provided furnishings and equipment.
n. Certify that all furniture and equipment has been delivered and installed.
o. Arrange for move-in and occupancy.
p. Organize grand opening events and activities, upon request.

Receive and catalog documents for project closeout:
a. Coordinate delivery of as-built drawings from the General and architect.
b. Coordinate delivery of equipment manuals and warranties.
c. Coordinate delivery of O&M manuals.

Assist each architectural firm in connection with:
a. Preparation of the punch list.
b. Conduct of final inspection.

Financial:
a Recommend release of final payment to contractor, including release of retainage.
b. Prepare records for University audit, upon request.

4. POST CONSTRUCTION SERVICES

The Program Manager shall:

1. Assist the URI with the following:
   a. Settlement of all post-construction claims.
   b. Litigation preparation (with legal counsel).
   c. Delivery of all warranties and guarantees.
   d. Development of appropriate service contracts and Requests for Proposal
   e. Periodic post-construction warranty punch list inspection.
   f. Post-construction evaluation and reports.
   g. Conduct "lessons learned" project closeout meeting.

Appendix B
LOI # 7458280
URI Standard For of Agreement for OWNER'S REPRESENTATIVE SERVICES
(Project Management Services)

AGREEMENT made as of the day of in the year

BETWEEN the Owner:

The University of Rhode Island (URI)
210 Flagg Road, Suite 207
Kingston, RI 02881

and the Consultant:

For the following Project:

Project Management Services the Center for Chemistry and Forensic Science at University of Rhode Island

The Owner and Consultant agree as follows:

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TABLE OF EXHIBITS

A CONSULTANT'S SERVICES

B SAMPLE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions noted below:

This Agreement is for comprehensive Architectural and Engineering Project Management (PM) services to assist with the implementation all assigned projects within the current capital building program. The Consultant shall provide qualified project management personnel who will be resident on the University of Rhode Island campus in or on-call personnel to provide services as required by RFLOI # _____dated . Assigned personnel shall provide program team leadership, management and technical expertise, and coordination of the projects. The Owner will provide executive level direction and support to the program. The Project Manager Consultant is to provide a concomitant presence on site for maximum effectiveness and efficiency. All work shall be done in collaboration with university representatives in a team environment. The Project Manager Consultant shall provide comprehensive coordination of project activities to ensure that the responsibilities by the appropriate parties are undertaken in a manner that serves and protects the university's best and overall interest.

The Consultant's services are divided into two management activities:

1. Design Phase Services, Not Applicable

2. Construction Phase Services, including construction procurement management, all construction phase services, and management of final acceptance and Owner move-in. Construction Phase services are an add-alternate to this Agreement that may be accepted by URI at the time such services are needed. For Construction Phase services, the Project manager will report to the URI Office of Capital Projects.

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

§ 2.2 OWNER

§ 2.2.1 The Owner's Designated Representative for project design phase services is:

Not Applicable

The Owner's Designated Representative for project bidding and construction phase services is .

Paul M. DePace PE
Director, Office of Capital Projects
Sherman Building
523 Plains Road
Kingston, RI 02881
Telephone Number: 401-874-2725
Fax Number: 401-874-5599
pauld@uri.edu

§ 2.2.2 The Owner shall provide full and timely information regarding requirements for and limitations on the Project and shall render decisions in a timely manner so as to avoid delay in the Consultant's performance of its services

§ 2.2.3 The Owner shall periodically review and, if appropriate, update the overall budget for the Project, including that portion allocated to the Cost of the Work, and shall promptly notify the Consultant thereof in writing.

§ 2.2.4 The Owner shall furnish the services of consultants other than those designated as being furnished by the Consultant or shall authorize the Consultant to furnish them as a Change in Services when such services are requested by the Consultant or reasonably required by the scope of the Project.

§ 2.2.5 The Owner shall provide written notice to the Consultant if the Owner becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by the Owner.

§ 2.2.6 Services provided by parties retained by the Owner, whether such services are performed directly by such parties or by sub-consultants retained by such parties, shall be performed by qualified professionals licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 2.2.7 The services performed by the Consultant under this Agreement shall be subject to the general supervision and direction of the Owner's offices of Capital Planning & Design and Capital Projects.

§ 2.3 CONSULTANT

§ 2.3.1 The Consultant's Designated Representative authorized to act on the Consultant's behalf with respect to the Project is:

§ 2.3.2 The services the Consultant and its sub-consultants shall provide are designated in Exhibit A of this Agreement.

§ 2.3.3 The Consultant shall perform its services in accordance with applicable standards of professional skill and care. When requested by the Owner or applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 2.3.4 The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and, if applicable, for approval of authorities having jurisdiction over the Project. Time limits established by this schedule and any adjustments thereto approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.

§ 2.3.5 The Consultant shall maintain the confidentiality of information specifically designated by the Owner in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-consultants.

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

§ 2.3.7 The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Owner. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 2.3.8 Prior to providing services, the Consultant will obtain written permission from the Owner for the assignment of the Consultant's employees and sub-consultants proposed for the Project. The Consultant shall not assign any employee or sub-consultant to whom the Owner has made reasonable and timely objection. The Consultant shall not change the assigned Project staff without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.3.9 The Consultant and the Owner shall periodically, but not less than every six months, review the Consultant's performance of services under this agreement and develop strategies to improve any areas of concern to either party. If, in the estimation of the Owner, the Consultant's assigned employees or sub-consultants are not adequately providing services required by this agreement, the Consultant shall take appropriate measures to remedy the complaint. Such measures may include counseling or retraining project staff, making improvements to processes, replacing assigned employees or sub-consultants, or other actions as agreed by the Consultant and Owner.

§ 2.3.10 Evaluations of the Owner's overall Project budget and budget for the Cost of the Work and preliminary estimates and updated estimates thereof represent the Consultant's professional judgment. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that Contractor bids or negotiated prices will not vary from the Owner's overall Project budget or budget for the Cost of the Work or from any evaluation or estimate thereof.

§ 2.3.11 By performing the services under this Agreement the Consultant does not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, or for the construction of the Work in accordance with the approved final design. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs of the Project.

§ 2.3.12 Services, if any, performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of the Owner

ARTICLE 3 TERMS AND CONDITIONS

§ 3.1 COST OF THE WORK

§ 3.1.1 The Cost of the Work includes all costs, charges and expenses paid by the Owner to the Contractor in connection with the Project, including, but not limited to, the Contractor's fee, costs of tests, evaluations and reports required for the execution of the Work, and all fees and expenses of design professionals retained by the Contractor. The Cost of the Work shall also include the cost at current market rates of labor and materials to be furnished by the Owner and equipment to be designed, specified, selected or specially provided by parties preparing the construction documents, including the costs of management or supervision of construction or installation thereof, plus a reasonable allowance for overhead and profit. In addition, the Cost of the Work shall include a reasonable allowance for contingencies for market conditions and for changes in the Work.

§ 3.1.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 3.2 INSTRUMENTS OF SERVICE

§ 3.2.1 Drawings, specifications, cost estimates, and other documents, including those in electronic form, prepared by the Consultant and its sub-consultants are Instruments of Service for use solely with respect to the Project. These Instruments of Service, as related to this Agreement, are the property of the Owner, and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of the Owner.

§ 3.3 CHANGE IN SERVICES

§ 3.3.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing.

§ 3.4 DISPUTE RESOLUTION

§ 3.4.1 If the parties do not resolve their dispute through mediation pursuant to Section 3.4.2, the method of binding dispute resolution shall be the following:

[ ] Arbitration pursuant to Section 3.4.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify.)*

§ 3.4.2 MEDIATION

§ 3.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation.

§ 3.4.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the institution of legal, equitable or other proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 3.4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 3.4.3 ARBITRATION

§ 3.4.3.1 Claims, disputes and other matters in question between the parties arising out of or related to this Agreement that are not resolved by mediation and which are subject to arbitration pursuant to Section 3.4.1 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the cost of the arbitrator's fee and any filing fees equally. Each party shall be responsible for the costs of preparing arguments and all counsel and witness fees, which shall not be included or made part of any arbitration decision or award.

§ 3.4.3.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would have been barred by the applicable statute of limitations.

§ 3.4.3.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner and Consultant and any other person or entity

sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 3.4.3.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 3.4.3.5 Notwithstanding the event of any claim, dispute, or other matter in question arising out of or relating to this Agreement or the breach thereof, the PM shall continue to provide its services and the URI shall continue to make payments in accordance with this Agreement.

§ 3.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Consultant and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 3.7.

§ 3.6 MISCELLANEOUS PROVISIONS

§ 3.6.1 This Agreement shall be governed by the law of the Project's location, unless otherwise provided in Section 4.2.

§ 3.6.2. In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

§ 3.6.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 3.6.4 Unless explicitly provided otherwise in this Agreement, the Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 3.6.5 Subject to the confidentiality requirements of Section 2.3.5, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations.

§ 3.6.6 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement, and the Consultant shall execute all reasonable consents facilitating such assignment, conditioned upon the Consultant's receipt of all amounts due as provided in this Agreement.

§ 3.6.7 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date when the Consultant's services are substantially completed.

§ 3.6.8 The Consultant shall maintain the following insurance for the duration of this Agreement:

.1 General Liability: Comprehensive, or Commercial, General Liability Insurance (including broad-form contractual liability and completed operations), in the amount of One Million dollars ($1,000,000.00) covering bodily injury, personal injury resulting there from, and property damage, written on an occurrence basis."

.2 Automobile Liability: Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million dollars ($1,000,000) covering bodily injury, including personal injury resulting there from, and property

.3 Workers' Compensation as required by the State of Rhode Island.

.4 The Consultant shall provide certificates of coverage to the Owner, reflecting the Owner as an additional insured for Comprehensive or Commercial General Liability Insurance and for Comprehensive Automobile Insurance.

§ 3.6.9 The Owner shall provide the Consultant with a copy of the executed agreement between the Owner and the Contractor.

§ 3.6.10 To the fullest extent permitted by law, the Project Manager shall indemnify and hold harmless the Owner, Architects and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Project Manager, its consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.6.

§ 3.7 TERMINATION OR SUSPENSION

§ 3.7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to the Owner. The Consultant shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 3.7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 3.7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 3.7.4 This Agreement may be terminated by either party upon not less than seven 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.

§ 3.7.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 3.7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which the Consultant is not otherwise compensated.

§ 3.8 PAYMENTS TO THE CONSULTANT

§ 3.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, Contractors or others or on account of the cost of changes to the Work other than those for which the Consultant has been adjudged to be liable.

§ 3.8.2 Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and its employees and sub-consultants directly related to the project, as identified in the following sub-sections:

- **.1** transportation in connection with the Project, except transportation to and from the University of Rhode Island campuses; authorized out-of-town travel and subsistence, payable in accordance with the State of Rhode Island official travel regulations.
- **.2** fees paid for securing approval of authorities having jurisdiction over the Project;
- **.3** reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service or other documents or materials;
- **.4** expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- **.5** renderings, models and mock-ups requested by the Owner;
- **.6** expense of additional insurance coverage or limits requested by the Owner in excess of that required by this agreement;
- **.7** Reimbursable Expenses as designated in Section 5.5; and
- **.8** other similar direct Project-related expenditures if authorized in advance by the Owner.

§ 3.8.3 Records of Reimbursable Expenses, of expenses pertaining to a Change of Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 3.8.4 Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 4 SCOPE OF AGREEMENT

§ 4.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. This Agreement is comprised of the documents listed below:

- **.1** URI Standard Form of Agreement Between Owner and Consultant for Owner's Representative (Project Management) Services

§ 4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

.1 Independent Contractor. The Owner and the Consultant hereby acknowledge and agree that the Consultant, in performance of the Work hereunder, shall be acting as an independent contractor of the Owner, and no fiduciary relationship exists between the two, and except as explicitly set forth in this Agreement, the Owner shall have no liability of any kind or nature whatsoever to the Consultant, its employees or any other individual or entity, as a result or because of the actions or inactions of the Consultant or any employee or agent of the Consultant. The Consultant recognizes covenants and agrees that as an independent contractor hereunder and that:

1. the Consultant shall be responsible for the time, manner, and method of its performance hereunder, with the Owner retaining only that authority necessary to require certain definite results in conformity with the Agreement and the Contract Documents;

2. the Consultant and its employees and agents shall be independent contractors providing services to the Owner and shall not be employees of the Owner;

3. neither the Consultant nor any employee and agent of the Consultant shall be entitled to any compensation or other benefits given to any employees of the Owner, including, without limitation, compensation insurance and unemployment insurance;

4. neither the Consultant nor any of its employees or agents shall in any form or fashion maintain, hold out, represent, state or imply to any other individual or entity that an employer/employee relationship exists between the Owner and the Consultant, its agents and employees.

5. the Consultant is not granted nor shall it represent that it is granted any right or authority to make any representation or warranty or assume or create any obligation or responsibility, express or implied, for, on behalf of or in the name of the Owner, to incur debts for the Owner or to bind the Owner in any manner whatsoever;

6. this Agreement does not and shall not be construed so as to constitute the Consultant or any of its employees or agents as an employee, agent, partner, joint venture or legal representative of the Owner; and

7. the Consultant shall be solely and entirely responsible for its acts and for the acts of its employees, agents and servants during the performance of the Agreement.

.2 In order to facilitate convenient communication with the Owner's facilities management and operations staff and to maintain the security of confidential project files and documents stored at the Owner's premises, the Consultant's principal place of work for the Project shall be in office space provided by the Owner on the campus of the University of Rhode Island.

.3 If requested by the Owner, the consultant will cooperate with the Owner in implementing and maintaining a server-based computerized project management system to manage project documentation, track schedules and financial data, and facilitate other management functions.

.4 All office equipment, software, furniture, supplies, tangible materials, and improvements to facilities purchased as a Reimbursable Expense under Sections 3.8.2 and 5.5 will, upon reimbursement, become the property of the Owner and shall revert to the Owner's use upon completion or termination of this agreement.

ARTICLE 5 COMPENSATION

§ 5.1 For the Consultant's services under this Agreement, compensation shall be computed as follows:

.1 The Cost of the Services shall include the labor expended by the PM and billed at the rates specified in this agreement plus any approved reimbursable expenses. The labor rates in Attachment B to this agreement are the rates billable for actual time worked for the defined services and not including travel time to and from work. All other employer expenses for employee vacations, holidays, sick leave, bonuses, non-URI travel, overhead costs (including home office, company management, billing and accounting, cost reporting, data processing/IT costs) are to be borne by the Consultant. The labor rates are not subject to increases for price inflation until the end of the first term of the Agreement.

.2 Compensation for sub-consultants shall be computed as a multiple of one point zero five (1.05) times the sub-consultant's rate. Sub-consultant services must be agreed to in advance and in writing by the Owner.

All billings for services will be performed on a time-card basis. The total billings, including Consultant's fees, sub-consultants compensation, and reimbursable expenses, shall not exceed ---------- the total amount of the Purchase Order(s) authorizing these services without prior authorization from the Owner.

§ 5.2 For a Change in Services as described in Section 3.3, the Consultant's compensation shall be adjusted as described below or, if no method of adjustment is indicated in this Section 5.2, in an equitable manner.

At the rates identified in Section 5.1, subject to the maximum total compensation as agreed in writing.

§ 5.3 For a Change in Services of the Consultant's sub-consultants, compensation shall be computed as a multiple of one point zero five (1.05) times the amounts billed to the Consultant for such services.

§ 5.4 For Reimbursable Expenses as described in Section 3.8.2 and for any other items included in Section 5.5 as Reimbursable Expenses, compensation shall be computed as a multiple of One (1.00) times the expenses incurred by the Consultant and the Consultant's employees and sub-consultants.

§ 5.5 Other Reimbursable Expenses, if any, are as listed below. These costs must be approved in writing by the Owner prior to purchase.

1. Costs of authorized purchases of office equipment, computers, furniture, and fixtures for the Consultant's on-campus office to be used exclusively for the Owner's Project(s).

2. Costs of authorized minor renovations to the on-campus office facilities provided by the Owner.

3. Costs of office supplies for the used Consultant's on-campus office to be used exclusively for the Owner's Project(s).

4. Costs of electronic communications, land-based telephone line service, and internet service at the Consultant's on-campus office and used exclusively for the Owner's Project(s). The costs of cell phones and cell phone services shall be borne by the Consultant.

5. Costs of software licenses, reference books, or other information services required to facilitate the Consultant's services for the project.

§ 5.6 The rates and multiples for services of the Consultant and its sub-consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 5.7 An initial payment of Zero Dollars and Zero Cents ($0.00) shall be made upon execution of this Agreement and is the minimum payment made under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 5.8 Payments are due and payable Thirty (30) days from the date of presentation of the Consultant's invoice appropriately reflecting services rendered. Amounts unpaid Thirty (30) days after the invoice presentation date shall bear interest as provided in the State of Rhode Island Prompt Payment Act.

§ 5.9 If the services covered by this Agreement have not been completed within the period stated in Article 1.1 through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Section 5.2.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSULTANT** *(Signature)*
J. Vern Wyman Associate Vice President for Business Services, The University of Rhode Island	
(Printed name and title)	*(Printed name and title)*