

Solicitation Information
March 20, 2013

RFP # 7461350

**TITLE: Owner's Program Manager – Multiple Projects Assignment for
Capital Projects Administration, Rhode Island College (3 years)**

Submission Deadline: Tuesday, April 23, 2013 at 11:00 am (Eastern Time)

PRE-PROPOSAL CONFERENCE: <u>Yes</u> DATE: Friday April 5, 2013 TIME: 9:00 am (ET) Mandatory: <u>YES</u> Location: Capital Projects Conference Room, Physical Plant Building Rhode Island College 600 Mt Pleasant Ave Providence, RI 02908
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Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than **April 10, 2013 at noon (ET)**. 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
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Thomas Bovis
Interdepartmental Project Manager

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

NOTE TO VENDORS:

Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Proposals
OWNER’S PROGRAM MANAGER
MULTIPLE PROJECTS ASSIGNMENT for CAPITAL PROJECTS
ADMINISTRATION, RHODE ISLAND COLLEGE

Proposals are hereby solicited by the Department of Administration/Division of Purchases, on behalf of Rhode Island College (RIC) and must be received at the Division of Purchases, One Capitol Hill, Providence, RI 02908-5855, on or before the date & time indicated on the cover page of this solicitation, from qualified firms interested in providing comprehensive Project Management services for multiple projects in accordance with the terms of this Solicitation and the State’s General Conditions of Purchase (available at www.purchasing.ri.gov).

The Services include providing one or more Project Managers, Construction Inspectors and associated support staff as required to provide pre-design, design phase, construction phase, and closeout services for multiple projects at RIC. The projects will range in size and scope. RIC anticipates this to be a minimum of one full-time project manager for three years and one full-time construction inspector for two years. However, additional support staff, such as estimators, schedulers, mechanical coordinators, claims experts, document coordination reviewers, regulatory experts and additional field inspectors may be required throughout the duration of this contract. Projects may be new construction or renovation projects. Projects will typically be let to a General Contractor through a lump sum bid process executed through the RI State Division of Purchases. The Project Manager will provide overall supervision and direction to architects, engineers, contractors, consultants and others to accomplish implementation of the various projects assigned to the Owner’s Program Manager (OPM) by Rhode Island College and report to the Interim Director of Capital Projects Administration.

This is a Request for Proposals not an Invitation for Bid; responses will be evaluated on the basis of the relative merits of the Proposal, in addition to price. There will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted Proposals.

The RFP states the instructions for submitting proposals, the procedures and criteria by which a vendor may be selected and the contractual terms by which the State of Rhode Island intends to govern the relationship between it and the selected vendor.

A **mandatory pre-proposal conference** will be held at the date & time indicated on the cover page of this solicitation. The location will be the Capital Projects conference room, 2nd floor Physical Plant, Rhode Island College, 600 Mt. Pleasant Ave, Providence, RI 02908

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Directions to campus and parking lots can be obtained at the college website.

<http://www.ric.edu/parking/>

All visitors must check in with Campus Police at Browne Hall to obtain a visitor parking tag. Visitors can park in any lot with an authorized visitor tag.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

- Potential Offerors are advised to review all sections of this Request carefully and to follow instructions 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 a proposal in response to this Request, or to provide oral or written clarification of its contents, shall be borne by the Offeror. The State and Rhode Island College assume no responsibility for these costs.
- 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 included in each firm’s proposal shall be the basis of compensation. If increases due to inflation, changes in employee compensation, or costs of living are anticipated this must be reflected in the proposals.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it has procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040).
- Offerors 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 or contractors, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted provided that their use is clearly indicated on the Offeror’s proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Offerors should be aware of all applicable MBE requirements, as set forth in R.I. Gen. Law §37-14.1-1, *et seq.* The State's goal is for a minimum ten per cent (10%)

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participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or charles.newton@doa.ri.gov or visit the website <http://www.mbe.ri.gov>.

- Interested parties are instructed to consult the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
- 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 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 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.
- Respondents shall submit one (1) original and five (5) copies of their Technical Proposals. Respondents shall also submit one copy of their Cost Proposal in a signed, sealed envelope labeled with the firm name and marked “RFP # 7461350” Proposal may be mailed or hand delivered to:

Rhode Island Department of Administration
Division of Purchases, Second Floor
One Capitol Hill
Providence, RI 02809

- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. The “Official” time clock is in the reception area of the Division of Purchases. Proposals emailed or faxed to the Division of Purchases will not be considered.
- Notwithstanding the forgoing, the 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 State, may at its sole option, elect to require presentations by offerors clearly in consideration for award.

Request for Proposals

OWNER’S PROGRAM MANAGER FOR MULTIPLE PROJECTS AS ASSIGNED BY RHODE ISLAND COLLEGE

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 - B. RIC Standard form of Agreement Between Owner and Consultant for Architectural and Engineering Project Management Services

I. BACKGROUND AND PURPOSE

Rhode Island College is located on a 180-acre campus in the Mount Pleasant section of Providence. There are forty three (43) buildings on campus with a total of approximately 1.5 million square feet. The buildings include classrooms, offices, dormitories, dining, performance spaces, a library, and recreational facilities. The original campus buildings were constructed in the mid to late 1950s. In 1992, RIC took possession of ten existing buildings formerly belonging to the Department of Youth, Children, and Families. These buildings largely make up the East Campus.

The College now serves approximately 9,000 students in courses and programs both on and off campus. Approximately 1,200 students live in the dormitories. The College is open year-round, as well as evenings and weekends.

Rhode Island College 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. RIC’s Capital Projects Administration manages between 15-25 projects of various sizes each year. The current project load requires supplemental professional project management services.

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Rhode Island College wishes to engage an Owner’s Program Manager to assist with pre-design, design phase, and construction phase management of capital improvement projects.

Projects may include, but are not necessarily limited to, Craig-Lee Hall Renovations, Gaige Hall Renovations, Renovation, Upgrade and Expansion of Health & Nursing Facilities, Energy Performance Contracting Services or others assigned on an as needed basis.

The selected firm will be eligible for **on-call services for a three-year period** with the Owner’s option to renew the services for an additional three years. The above notwithstanding, the College may choose not to award any contracts under this RFP.

It is expected that the value of the services covered by the Owner’s Program Manager blanket services agreement(s) will vary based upon the assignments, however, award of a blanket services purchase order does not *guarantee* any project assignments during the service period. Rhode Island College anticipates assigning multiple projects to the selected Blanket Services Provider to maximize the efficiency of work by contracted project managers. The aggregate award to an individual Blanket Services Provider will depend on the number and size of projects the College decides to award to the vendor. All awards will be subject to the available funding for anticipated projects.

II. SCOPE OF SERVICES

Rhode Island College seeks qualified firms to provide comprehensive Architectural and Engineering Project Management (Owner’s Program Manager - OPM) services to assist with the implementation of all assigned projects within the current capital building program. A firm will be selected to provide services on an "as-needed" basis under a blanket service agreement. The selected firm shall provide qualified project management personnel who will be resident on the Rhode Island College campus. Assigned personnel shall provide program team leadership, management and technical expertise, and coordination of the projects. The Capital Projects Administration will provide daily executive level direction and support to the program during the design and construction phases of the projects; the OPM is to provide a concomitant presence on site for maximum effectiveness and efficiency. All work shall be done in collaboration with and at the general direction of College representatives in a team environment. The OPM team 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 Rhode Island College’s best and overall interest. (*See Appendix A*)

This proposal is divided into two management activities:

1. Design Phase Services, including pre-design and design phase services, obtaining approvals, overseeing the preparation of bidding documents, assisting with bidding, FF&E management, and design management required during the construction phase.

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2. Construction Phase Services, including construction procurement management, all construction phase services, commissioning, punch list, final acceptance, Owner move-in and collection of close-out documentation.

The selected firm shall provide qualified personnel with the appropriate education, training, background and experience to successfully manage assigned projects, such as registered architects and/or engineers, or construction management professionals, as well as other supporting positions as required. RIC will review and evaluate all proposed personnel and approve final assignments of projects to the accepted firm(s). At a minimum, the OPM personnel shall have qualifications and experience including but not limited to following:

Management Experience:

The OPM shall have significant experience in managing complex building design, construction and renovation projects, preferably in higher education, from the initial planning and programming phases through A/E selection, the design phase, bidding phase, and 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 OPM 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.

Rhode Island College is considering the implementation of a mandatory Project Labor Agreement (PLA) for one or more of the assigned projects. The OPM must describe any experience of the firm or employees have in the managing projects which include a PLA.

Relocation Management and Coordination:

The OPM shall have the skills and experience necessary to facilitate and coordinate relocation of equipment, personnel and property at the appropriate stages of the projects.

Collaboration with Rhode Island College personnel:

The OPM will receive direction from the Interim Director of Capital Projects Administration. The OPM will collaborate with other RIC departments and personnel as directed or required by the projects. The OPM will provide team leadership, management, and technical expertise needed to facilitate the successful implementation of assigned projects. The OPM staff will have the necessary experience and foresight to anticipate project issues and to plan ahead and coordinate/communicate ahead with other RIC 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 Rhode Island College Procedures and Protocol:

The OPM shall respect the fact that Rhode Island College is a public institution and shall adhere to established State of Rhode Island and Rhode Island College policies and procedures.

Budget, Schedule, and Quality Assurance Management:

The OPM team will have the skills and experience necessary to develop project budgets and schedules, evaluate General Contractor’s project schedules, prepare detailed cost estimates, forecast expenditures, evaluate change order proposals and track project budgets and schedules. The OPM shall institute and maintain a quality assurance program to ensure the highest quality, on-time, and within budget projects.

Maintaining Project Records and Reporting:

The OPM shall appropriately maintain all project documentation and records in accordance with RIC procedures and in a timely fashion. The OPM shall prepare and submit appropriate project reports at intervals as requested by the College and in the format and level of detail requested.

Scope of Services:

The OPM will provide management services as listed in Appendix A and as directed by Rhode Island College. This list identifies specific project services covered under this RFP, however, other related project services may be added as needed.

Duration of Owner’s Program Manager Services Contract:

Subject to the terms of the agreement, and the continuing funding of assigned projects, the duration of the OPM services contract will be three years, with the Owner’s option to renew the services for an additional three years.

III. OWNER’S PROGRAM MANAGER STAFF REQUIREMENTS

Rhode Island College anticipates the need for the following positions over a three year period:

Full time on-site Project Management staff

- Project Managers having significant construction experience, higher education renovation project experience is preferred. This PM must be a graduate architect or engineer or other construction professional, with at least ten years professional experience acceptable to Rhode Island College.

Part-time or temporary Project Management support may include

- Executive Project Manager: graduate architect, or engineer or other construction professional with extensive leadership experience in the project management.
- 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.
- Scheduler with at least five years professional experience in the field of computer generated schedules of commercial and institutional projects.
- Cost Estimator with at least 10 years professional experience in estimating commercial and institutional projects in the Rhode Island region.
- AutoCAD Document Specialist
- Other specialists related to project management as needed

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Fee proposals must state the hourly rates for the positions identified in the Cost Proposal Form included with this RFP. These rates are fixed for the year 2013 and adjustable annually at the first of the calendar year to reflect cost-of-living adjustments for the previous 12 months as measured by the CPI-U index published by the Federal Government.

Owner’s Program Manager Services and additional support, staffing and services will be contracted on an as-needed basis with the rates in accordance with the OPM’s current Purchase Order and Agreement.

Consultants may be engaged under the Owner’s Program Manager Agreement if agreed in advance by both parties and billed at cost plus four percent (4%).

IV. TERMS AND CONDITIONS

Please refer to Appendix B, *RIC Standard Form of Agreement between Owner and Consultant for Architectural and Engineering Project Management Services* for the terms and conditions of the proposed Owner’s Program Manager Services. These include:

“§ 4.2.1 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.”

“§ 4.2.2 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 shared office space provided by the Owner on the campus of the Rhode Island College.

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

Rhode Island College will provide all necessary office space, facilities maintenance, and associated utilities for the Owner’s Program Manager’s on-campus office. RIC will provide the on-site PM with access to high-speed internet service and shared RIC servers designated. If needed and approved by RIC, and as a reimbursable project expense described in Attachment B, the OPM 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 RIC.

The award of this contract is contingent upon funding and the approval of the Rhode Island Department of Administration. The selected firm and their sub-consultants will not be eligible to bid on any of the projects for which the firm has provided Owner Program Management services.

V. CONTENTS OF PROPOSAL

Proposals must include the following:

1. A completed and signed four-page RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov
2. A completed and signed W-9 (taxpayer identification number and certification to be included in proposal marked “Original” only). This form is downloadable at www.state.ri.gov
3. 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.
4. A Technical Proposal describing the background, qualifications, and experience of your firm with similar programs, as well as your work plan and management approach proposed for this Request. The Technical Proposal must contain the following sections:
 - a. **Executive Summary:** The Executive Summary is intended to highlight the contents of the Technical Proposal and to describe your firm’s technical qualifications and ability to provide the stated services.
 - b. **Work Plan:** Describe your approach and/or methodology to Owner’s Program Manager Services.
 - c. **Firm's Organization and Staffing:** Provide your organization and staffing plan for the Owner’ Program Manager Services defined by this Request. Identify all staff and sub-consultants proposed, and summarize the duties and responsibilities of each team member. Include resumes and statements of prior experience and qualification and references for each proposed team member. If the submitting firm does not have current employees or consultants for all the part time and temporary positions listed in the above Owner’s Program Manager Staff listing, provide information for only the project management position and other staff available at this time.
 - d. **Previous Experience and Background:** Provide a list of similar project management experience. Include the name of the project; its location; a short description of the OPM services; the name, address and phone number of the owner representative; program budget; and the start and completion dates of the services provided. From the list above, detail your firm’s role for at least three (3) case studies. Include photographs of the completed projects.
 - e. **Ownership and MBE plan:** Describe the current ownership of your firm and duration of that ownership. Indicate your firm or OPM team member’s status as a Minority Business Enterprise (MBE) certified by the Rhode Island Department of Economic

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Development, and/or your subcontracting plan to address the State's goal of ten per cent (10%) participation by MBE's in all State procurements.

5. In a **separate & signed sealed envelope**, provide a completed **Cost Proposal Form** describing the fee structure proposed for this scope of services. This proposal must include:
- a) A completed Cost Proposal Form (**Section VII**) with fixed hourly fees. The fixed hourly rates are for actual time worked and must include salary, payroll deductions, taxes, insurances, 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.
 - b) On the form, indicate your fixed Direct Employee Expense multiplier rate for additional salaried employees who may be required.
 - c) 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 and first approved by RIC.
 - d) A contract allowance amount of \$30,000 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 RIC.

This cost proposal form will be used for fixing the unit rates of the proposal and for the evaluation and scoring of the proposals from vendors; the actual contracted services from selected vendors may vary from this estimate of service hours.

By submitting this Proposal, the respondent firm affirms agreement with the fixed multiplier rates for reimbursable expenses and sub-consultant services stated in Attachment B, RIC *Standard Form of Agreement between Owner and Consultant*.

VI. EVALUATION AND SELECTION

Rhode Island College will establish a Selection Committee to 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 scored as achieving the minimum required will have their **Cost Proposal opened**. All others will be returned. The Selection Committee will use the following criteria:

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Criteria	Points
Work Plan/Approach to Project Management Services	0-15
Staff Qualifications and experience	0-30
Firm’s Capability, Capacity and Qualifications	<u>0-25</u>
Total Possible Technical Points:	70
Cost Proposal	<u>0-30</u>
Total	100

A minimum of 55 points must be scored by firms in the Technical Proposal review to qualify for advancing in the selection process. Fees for firms that score at least 55 points will be opened and fee scores will be assigned on a relative basis. Lowest fee will receive the maximum of 30 points and other firms will receive points as a percentage to the low fee.

Firms may be invited to appear before the Committee for interviews. The interview in combination with the scoring criteria will be the basis for the final selection.

Notwithstanding the above, the State reserves the right not to award this contract or to award on price alone, to accept or reject any or all responses, and to award in its best interest.

Responses found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all responses submitted and to waive any informality in any vendor submission.

The ranked findings and selection recommendation will be submitted to the State Purchasing Agent for approval. Upon approval of the selected firms, Rhode Island College will negotiate specific services on an as-needed basis with the selected firm.

VII. COST PROPOSAL FORM

Staff	Hourly Rate	Estimated Hours	Total Cost
Project Manager @ 35 hrs/week		x 5,460	=
Construction PM @ 35 hrs/week		x 3,640	=
Executive Project Manager		x 624	=
Administrative Specialist		x 1,248	=
MEP Technical Specialist		x 150	=
Scheduler		x 150	=
Cost Estimator		x 150	=
AutoCAD Documents Specialist		x 200	=
Reimbursable Expenses			\$ 30,000
Contract Allowance			\$50,000
Total			\$

Fixed Direct Employee Expense Multiplier Rate: _____

Note: This cost proposal form is for comparative purposes. While it is anticipated that the projected staffing will be similar to the above, actual hours and labor categories will be dependent on specific assignments.

VIII. APPENDIX

- A. RIC Owner’s Program Manager Scope of Services

- B. RIC Standard form of Agreement between Owner and Consultant

END OF DOCUMENT

Appendix A

RIC Owner’s Program Manager Scope of Services

The Owner’s Program Manager (OPM) shall provide project management services as listed below and as needed to execute the project. This list identifies specific project services covered under this agreement, however other related project services may be added at the direction of the Rhode Island College’s representatives.

Design Phase Services

- Meet with user groups to determine scope of work for design and construction.
- Prepare project cost estimates.
- Prepare project schedule including design, construction and owner move-in activities. Monitor progress over the course of the project.
- Evaluate projects for appropriate project delivery method and provide recommendations. Work with RIC Purchasing Department to develop Requests for Qualifications (RFQ’s) and Requests for Proposals (RFP’s). Manage and participate in the consultant selection process.
- Negotiate fees with design consultants and prepare consultants contracts. Monitor work of consultant, particularly as it relates to scope, budget and schedule. Review and approve consultant invoices
- Act as liaison between the design consultants, College user groups, and other campus stakeholders (Facilities and Operations, Network and Telecommunications, Campus Police, etc.).
- Provide as-built information to the design consultants.
- Participate as a member of the project Steering Committee. Take minutes at all meetings and distribute minutes within 48 hours of the meeting.
- Coordinate site surveys, inspections, soil testing, borings reports, utilities capacities studies, and other information needed for the design of the project.
- Coordinate and attend outside agency meetings.
- Review and monitor the consultant’s quality control procedures.
- Review the design consultant’s design documents (drawings and specifications) for compliance with project scope, RIC standards, and code compliance. Review the design consultant’s progress documents for completeness.
- Coordinate the design review process with users and campus stakeholders at the end of schematic design, design development and construction documents phases.
- Work with the design consultant to define the project construction boundaries, staging, and field office locations.

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- Work with the consultant to develop the commissioning requirements and develop RFP for Owner’s procurement of services.
- Review the consultant’s cost estimates. Provide a comparative cost estimate if requested. Work with the consultant to identify value engineering or cost saving scope as necessary.
- Perform a constructability review of the project plans and specifications for the purpose of identifying errors, inconsistencies, ambiguities, conflicts etc. Monitor and track the project budget (construction budget, FF&E and soft costs). Maintain an itemized list of project expenses.
- Coordinate all utility application processes, fees, reviews and approvals for project activities. Coordinate all utility rebate programs.
- Provide monthly status reports to the Owner. Highlight the status of the project budget, scope and schedule.

Furniture, Fixtures and Equipment (FF&E) Management

- Manage the selection process for consultants. Work with RIC to develop RFQ’s and RFP’s
- Attend meetings for FF&E activities
- Create a room-by-room data bank of furniture, equipment, graphic representations and room information for FF&E coordination, tracking, and installation management.
- Create an FF&E package with all building users and Steering Committee to ensure the proper FF&E that functions as intended with all building systems and user requirements, has been selected; specified, purchased, and installed.
- Coordinate and develop with consultants, Network and Telecommunications and the users, all A/V requirements, performance, elements, specification packages, installation, punch list and final commissioning requirements.
- Coordinate procurement activities with RIC Purchasing regulations and requirements and ensure FF&E package is prepared and ready to go for scheduled purchase, delivery and installation.
- Coordinate FF&E activities with contractor activities to establish requirements, coordination of work, limits of responsibilities and installation timeframes
- Work with furniture representative/vendor/client to make sure furniture needs are met. Coordinate faculty/staff selections from furniture options.
- Work with faculty/staff to make sure equipment needs are met (ordering, tracking, receiving, installing)
- Coordinate delivery of furniture to campus
- Ensure furniture is being installed in the correct locations and confirm that orders are complete.
- Perform punch list with furniture vendor(s).
- Coordinate cardboard removal/recycling.
- Coordinate installation of new phones with Network and Telecommunications

- Provide Network and Telecommunications with list of who is moving, their old and new locations and their extensions.
- Coordinate new computer, printer and fax set-ups with Network and Telecommunications
- Coordinate with Facilities and Operations for custodial equipment and service.
- Coordinate specialty systems FF&E design, selection, procurement, delivery, installation, punch list and warranty. Coordinate with all appropriate RIC entities (end user, Facilities and Operations, Network and Telecommunications, etc.).
- Provide monthly status reports to the Interim Director of Capital Projects.
Highlight the status of the FF&E scope, budget and schedule.

Construction Phase Services

Bidding & Contract Award

- Assist RIC with the bidding process. Assemble the bid documents and work with the consultant to make sure the front end documents are coordinated.
- Conduct pre-bid conferences to review requirements. Document questions from prospective bidders and coordinate response with architect. Assist with addenda.
- Attend the bid opening and any pre-bid conferences.
- Assist the Owner with evaluating, negotiating, and preparing contracts for construction.
- Provide weekly status reports to the Owner.

Construction

- Chair the pre-construction conference. Work with RIC and the consultant to prepare a list of significant issues to be addressed at the pre-construction conference.
- Serve as the Owner’s chief representative in the field.
- Become familiar with all contract documents including specifications and drawings.
- Coordinate contractor parking and staging for construction activities
- Prepare and maintain a project contact list that identifies all RIC parties, consultants and contractors, including emergency contact numbers.
- Coordinate utility shutdowns with contractor, project schedule, Facilities and Operations and campus users. Coordinate location of existing utility lines.
- Coordinate the selection and manage the contract of the third-party inspections.
- Coordinate and participate in inspections. Review special inspection reports and testing results.
- Coordinate and resolve disputes between inspections and permit entities.
- Participate in documentation of existing site conditions – photos and/or video by general contractor.

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- Manage on-campus communications between project activities and occupants of the project site, and other related campus users.
- Review contractor’s schedule of values.
- Log, distribute, track, review and negotiate all contractor pay requests.
- Conduct all weekly meetings and job related meetings. Prepare meeting minutes and distribute to all relevant parties within forty-eight hours of the conclusion of the meeting.
- Maintain an “action list” identifying specific task assignments and revise as necessary to keep the status of all action items current.
- Make recommendations to RIC for changes in the work the Project Manager may consider necessary or desirable.
- Inspect all work daily for quality and conformance to the contract documents. Inform RIC immediately of any work deemed to be of poor quality or work that fails to comply with contract requirements. Maintain daily inspection reports on all projects.
- Review contractor daily reports to ensure that all information is accurate and reflective of each day’s events.
- Take digital photographs to document job progress and any on-site issues. Maintain photographic record of project.
- Monitor contractor’s safety and recommend any corrective action if necessary.
- Advise RIC on courses of action when conflicts/questions arise during construction.
- Issues that cannot be resolved in the field by the Project Manager shall immediately be brought to the attention of RIC.
- Assist the consultant to monitor and evaluate the progress and quality of the Contractor's as-built drawings.
- Facilitate building commissioning throughout construction. Monitor the work of third party commissioning agents.
- Log, distribute, track and review all construction related correspondence, Requests for Information, submittals and substitution requests. Monitor that all correspondence is addressed in a timely manner.
- Review contractor Requests for Information (RFI'S) and Architect’s Supplemental Information (ASI’s) as submitted and ensure response is complete.
- Review submittals for contract compliance only. Coordinate submittal review with RIC as applicable.
- Implement and enforce the contractual procedures for the processing of Change Orders. Log, distribute, track, review and assist in negotiation of all Change Order Requests. Perform evaluation of the reasons for and how the costs are determined for all Change Order Requests. Review change order pricing and schedule impact.

RIC – Owner’s Program Manager
Multiple Projects Assignment

- Review the baseline schedule to ensure that schedule is developed in accordance with all contract requirements. Ensure that each updated schedule contains accurate information and that all activity and logic changes are reasonable. Verify that each 2 week look ahead schedule is representative of the information as provided in the baseline and updated baseline schedules.
- Provide continuous and active project assessment including guidance regarding critical decisions affecting cost and schedule during construction.
- Continuously review the Contractor’s schedule for adequacy of lead-time for material and equipment procurement.
- Prepare a list of all required closeout documents and training. Establish that the required guarantees, record drawings, Operating and Maintenance manuals have been received from the Contractor, reviewed by the Architect and delivered to the College. Coordinate owner training with RIC Facilities and other RIC personnel.
- Monitor project closeout activities including the punch list
- Coordinate and ensure a timely delivery of Change Orders.
- Participate in review of application for Final Payment.
- Provide monthly status reports to the Owner. Highlight the status of the project budget and schedule.

Project Move-In

- Schedule meetings for the purpose of coordinating move-in activities.
- Coordinate and manage all project keying and access control systems. Coordinate entry card and key production and delivery to appropriate users.
- Coordinate all processes for procurement of goods and services with RIC Purchasing, to ensure move-in package is prepared and ready to go for scheduled purchase, delivery and installation. Coordinate internal and consulting services for all data and telephone services, including verifying services to facility, and routing and operation to all points of connection.
- Coordinate and oversee all room signage for occupants and rooms.
- Coordinate moving services for FF&E elements and moving of equipment, furniture, files and other occupant move items from procurement sources, or existing offices, into new facility. Document and initiate repair of any facility damage by FF&E installation entities. Manage and oversee the installation of all building equipment. Oversee cleaning services by FF&E contractors to ensure facility is in proper operating condition. Create a spreadsheet to track dates of the move on campus.
- Meet with Departments and faculty to brief them on move process and procedures.
- Provide monthly status reports to the Owner highlighting the move schedule and any outstanding coordination items.

Post Construction Services

- Coordinate the process for the nine-month warranty inspection at the Project site and shall prepare a list of any warranty issues observed during the inspection.

Optional Services as Directed by RIC

- Provide dispute/claims control administration including identifying and investigation of potential claims.
- Assist in resolving all disputes/claims in a timely manner and during the course of the project.

DRAFT AIA® Document B142™ - 2004

Standard Form of Agreement Between Owner and Consultant for Architectural and Engineering Project Management Services

AGREEMENT made as of the [redacted] day of [redacted] in the year [redacted]

BETWEEN the Owner:

[redacted]
Rhode Island College (RIC)
600 Mt. Pleasant Ave
Providence, RI 02908

and the Consultant:
[redacted]

For the following Project:

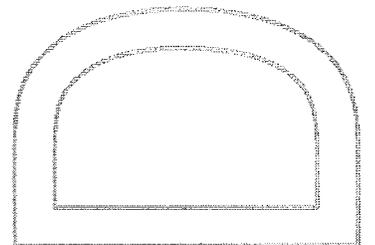
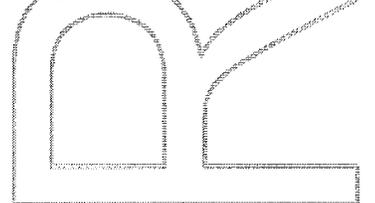
[redacted]
Project Management Services
Multiple Projects at Rhode Island College

The Owner and Consultant agree as follows:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.



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- A CONSULTANT'S SERVICES
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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 Project's program. The Consultant shall provide qualified project management personnel who will be resident on the Rhode Island College campus in or on-call personnel to provide services as required by RFP # _____ 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 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 college's best and overall interest.

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

1. Design Phase Services, including predesign and design services, obtaining permits, overseeing the preparation of bidding documents, and Furniture, Fixtures & Equipment management.
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 RIC at the time such services are needed.

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 the project is:

Kevin J. Fitta, P.E.
 Interim Director, Capital Projects Administration
 600 Mount Pleasant Ave
 Providence, RI 02908
 Telephone Number: 401-456-9885
kfitta@ric.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 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 Project Manager shall continue to provide its services and the Owner 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 Rhode Island College campus; 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 Employee Expense is defined as the direct gross salaries of the Consultant's on-site personnel engaged on the Project. This expense does not include 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.

§ 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 AIA Document B142-2004, Standard Form of Agreement Between Owner and Consultant.
- .2 *Exhibit A: List of Consultant's Services*
- .3 *Exhibit B: Compensation Rates* (to be negotiated)

§ 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 shared office space provided by the Owner on the campus of Rhode Island College.

.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. All consultant services must be approved in writing by the Owner prior to provision of the service(s).

.2 The labor rates in Exhibit 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. No overtime rates shall apply.

.3 Any services by on-site personnel required for the project(s) and not covered by the labor rates stated in Exhibit B must be approved in writing by the Owner. Compensation for such personnel will be calculated by their Direct Employee Expense for gross salary only, times the salary multiplier established in Exhibit B to this agreement.

.4 All other employer expenses for employee vacations, holidays, sick leave, bonuses, non-RIC travel, overhead costs (including home office, company management, billing and accounting, cost reporting, data processing/IT costs) are to be borne by the Consultant. This agreement is not subject to increases for price inflation except after three years, should the contract be extended, the rates may be adjusted annually in proportion to the rate of change for the Consumer Price Index / Urban areas for the Northeastern United States as published by the Bureau of Labor Statistics. ~~The labor rates are not subject to increases for price inflation until the end of the first term of the Agreement.~~

.5 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.

.6 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 _____ dollars (\$ _____) OR 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 by _____ 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)

Rhode Island College

(Printed name and title)

CONSULTANT (Signature)

(Printed name and title)