



**Solicitation Information**  
**July 11, 2013**

**RFP # 7483367**

**TITLE: FIRE PROTECTION ENGINEERING SERVICES**  
**MULTIPLE BUILDINGS**  
**The University of Rhode Island and Rhode Island College**

**Submission Deadline: Wednesday August 7, 2013 at 11:00 am (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than **7/25/2013 @ 4:00 pm (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.

**PRE-BID CONFERENCE: Yes Monday July 22, 2013 at 9:30 AM (LPT)**

**Mandatory: YES, Only at the University of Rhode Island**

**Location: Sherman Building, 525 Plains Road, Kingstown, RI**

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

**Thomas Bovis**  
**Interdepartmental Project Manager**

**Note to Applicants:** Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). 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**

## **INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of The University of Rhode Island (URI) and Rhode Island College (RIC) hereby solicit Request for Proposals for **Fire Protection Engineering and Construction Administration Services for Multiple Buildings at the University of Rhode Island and Rhode Island College** in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) The initial contract period will be for an estimated 32 month period (Sept. 1, 2013-Dec.31, 2015) with the option to renew for two additional one year periods.

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.

## **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely. Failure to make a complete and accurate submission as described herein shall result in rejection of the proposal.
2. In order to submit a proposal, offerors must register with the Division of Purchases. For information of registering, please see the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) under the heading "Vendor Registration Information."
3. All proposals should include the offeror's FEIN or Tax Identification number as evidenced by an IRS Form W-9, downloadable from the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
4. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP shall be rejected as being non-responsive.
5. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the offeror. The State assumes no responsibility for these costs.
6. Proposals submitted in response to this solicitation shall be considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
7. All pricing submitted by Offerors in response to this solicitation shall be considered to be firm and fixed unless otherwise indicated herein.
8. Proposals misdirected to locations other than the Division of Purchases, or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause shall be determined to be late and shall not be accepted, opened, or considered.. The "official" time clock is located in the reception area of the Division of Purchases, 2<sup>nd</sup> floor, One Capitol Hill, Providence, RI.

9. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State (401/222-3040) [www.sos.ri.gov](http://www.sos.ri.gov). However, this is a requirement only for successful bidder (s).
10. Offerors are advised that all documents and materials submitted to the Division of Purchases for consideration in response to this solicitation shall be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
11. 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%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [charles.newton@gw.doa.state.ri.us](mailto:charles.newton@gw.doa.state.ri.us), Visit the website <http://www.mbe.ri.gov/>
12. Equal Employment Opportunity-R. I. Gen. Laws § 28-5.1 Declaration of Policy. – (a) 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 employment. This policy applies in all areas where the state dollar 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 or via e-mail [raymond1@gw.doa.state.ri.us](mailto:raymond1@gw.doa.state.ri.us)
13. Subcontractors are permitted for this project, provided that the identity of the proposed subcontractor(s) and scope of the subcontractor's services are clearly stated in the offeror's proposal.
14. Questions concerning this solicitation may be e-mailed to the Division of Purchases in accordance with the terms and conditions expressed on the cover page of this solicitation. All questions received by the Division of Purchases shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases' website for updated solicitation information and addenda.
15. The Division of Purchases reserves the right to accept or reject any or all proposals submitted in response to this solicitation, to waive minor irregularities, or to negotiate with any Offeror, as necessary, to serve the best interests of the State.

**Request for Proposals**  
**FIRE PROTECTION ENGINEERING SERVICES**  
**MULTIPLE BUILDINGS**  
**The University of Rhode Island**  
**and Rhode Island College**

1. Background and Purpose
2. Project Description
3. Scope of Services
4. **Summary of Engineering and Construction Administration Services Terms and Conditions**
5. Timing/Scheduling
6. Contents of Technical Proposal
7. Contents of Cost Proposal
8. Proposal Submission
9. Evaluation and Selection Process
10. Appendix A Scope of Work for University of Rhode Island Buildings
11. Appendix B URI Cost Proposal Form
12. Appendix C URI Standard form of Agreement for Owners Representatives
13. Appendix D RIC Cost Proposal Form

**A mandatory pre-proposal conference** will be held at: URI, Sherman Building, 525 Plains Road, Kingston, RI on 7/22/2013 at 9:30 am (ET)

**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.

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.

**1.0 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 purpose of this project is to continue the University's fire code and fire protection compliance program.

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

**2.0 Project Description** The scope of services for the buildings listed in Appendix A of this RFLOI is a continuation of previous Program to bring all University of Rhode Island facilities in conformance with the Plan of Action prepared by Hughes Associates Incorporated and approved by the Rhode Island Fire Safety Code Board of Appeal and Review in September and November of 2011.

**3.0 Scope of Services** The fire protection services will be performed in accordance with all applicable codes and regulations including the following:

3.1 The fire protection goals of the University of Rhode Island;

3.2 University of Rhode Island's insurance provided requirements;

3.3 The applicable sections of the Rhode Island Fire Code (NFPA 1 – 2012) as referenced by the Rhode Island Fire Safety Code;

3.4 The applicable sections of the Rhode Island Life Safety Code (NFPA 101 – 2012) as referenced by the Rhode Island Fire Safety Code;

3.5 The applicable sections of the Installation of Automatic Sprinkler Systems (NFPA 13 2010);

3.6 The applicable sections of the National Fire Alarm Code (NFPA 72 -2010).

3.7 The Rhode Island State Building Code.

3.8 The Rhode Island Rehabilitation Building and Fire Code for Existing Buildings.

In general, the scope of this project requires that the Consultant have strong technical capability related to general building and fire code consulting services related to new and existing structures, the ability to evaluate existing fire protection systems for code compliance and general lifecycle issues, fire protection system design services specifically in existing buildings, the ability to maintain project schedules and budgets, the ability to direct and coordinate multiple sub-consultants and experience in construction oversight including both technical construction related issues and contract documentation including standard AIA documents.

**4.0 Summary of Engineering and Construction Administration Services**

#### 4.1. Automatic fire alarm system engineering design services.

4.1.1 The Consultant will provide URI with 35% progress print which will include engineering development drawings illustrating a layout of the automatic fire alarm system. The fire alarm system layout shall include the location and type of all initiating devices (smoke detectors, heat detectors, manual fire alarm boxes, etc), all notification appliances, including candela ratings of all visible notification appliances,, modules, relays and control equipment. The drawings shall also include a riser diagram.

4.1.2 The Consultant will provide URI with 90-percent engineering drawings which will include updated engineering development drawings illustrating a complete layout of the automatic fire alarm system, technical specifications for the automatic fire alarm system, and all comments made by URI for the 35% progress print engineering development drawings.

4.1.3 The Consultant will provide URI with construction documents which will include final construction drawings illustrating a layout of the automatic fire alarm system, final technical specifications for the automatic fire alarm system, and all comments made by URI for the final ENGINEERING development drawings. Drawings will be stamped by a Professional Fire Protection Engineer registered in the State of Rhode Island

#### 4.1.2 Automatic fire sprinkler system engineering design services

4.1.2.1 Preparation of engineering development drawings illustrating a layout of the automatic fire sprinkler system. The drawings will include but not be limited to the following:

- Pipe diameters in hydraulically remote areas
- Seismic bracing type and location
- Water supply information
- Make, type, model and K-factor of sprinklers to be installed
- Orientation and location of sprinklers
- Type of pipe, fittings and joints
- Hanger details and sleeve locations
- Control valves, check valves, drain pipes and test connection sizes and locations
- Make, type, model, size and location of alarm valves and alarm bells
- Hydraulic reference points that correspond to hydraulic calculations
- Riser diagram to include relative elevations of floor control assemblies
- Make, type, model, size and location of backflow preventers
- Make, type, model, size and location of fire department connections
- Make, type, model, size and location of new fire pumps as required.

4.1.2.2 The Consultant will provide URI with 90-percent engineering drawings which will include updated engineering development drawings illustrating a complete layout of the automatic fire sprinkler system, technical specifications for the automatic fire sprinkler system, and all comments made by URI for the 35% progress print engineering development drawings. The 90-percent engineering drawings shall include the following:

- Pipe routing and pipe diameters in all areas of the buildings, including riser, mains, cross mains and branch lines
- Seismic bracing type and location
- Water supply information
- Make, type, model and K-factor of sprinklers to be installed
- Orientation and location of sprinklers
- Type of pipe, fittings and joints
- Hanger details and sleeve locations
- Control valves, check valves, drain pipes and test connection sizes and locations
- Make, type, model, size and location of alarm valves and alarm bells
- Hydraulic reference points that correspond to hydraulic calculations
- Riser diagram to include relative elevations of floor control assemblies
- Make, type, model, size and location of backflow preventers
- Make, type, model, size and location of fire department connections.

4.1.2.3 Preparation of hydraulic calculations of each sprinkler system. Each sprinkler system shall be hydraulically calculated in accordance with NFPA 13 – 2010 and specific insurance requirements. The hydraulic performance criteria will be identified on the construction drawings and engineering specifications.

4.1.2.4 The Consultant will provide URI with construction documents which will include final construction drawings illustrating a layout of the automatic fire sprinkler system, hydraulic calculations, final technical specifications for the automatic fire sprinkler system, and all comments made by URI for the final engineering development drawings. Drawings and hydraulic calculations will be stamped by a Professional Fire Protection Engineer registered in the State of Rhode Island.

4.1.3 Automatic fire alarm and sprinkler system construction administration services.

4.1.3.1 The Consultant shall submit final construction documents to the State Fire Marshal's Office and Building Code Commission for approval. The Construction Documents will include the fire alarm documents, fire sprinkler documents and other drawings/specifications prepared by the Consultant's sub-consultants outlined in sections 4.1.4, 4.1.5, 4.1.6, 4.1.7 and 4.1.8 below.

4.1.3.1.1 The Consultant shall be responsible to complete and submit all required plan review applications and pay all required plan review fees. Costs associated with plan review fees are included as part of the reimbursable expense allowance.

4.1.3.2 The Consultant shall prepare all addendums and modifications to the construction documents as required based on comments from the State Fire Marshal's Office, Building Code Commission or questions raised during the contractor bid process.

4.1.3.3 The Consultant shall attend all pre-bid conferences and prepare meeting minutes and/or addendums as necessary.

4.1.3.4 The Consultant will perform contractor project bid review and review contractor submittal packages and shop drawings.

4.1.3.5 The Consultant will review contractor pre-installation submittal packages for conformity to the engineering drawings and code requirements.

4.1.3.6 Respond to any Requests for Information from the contractors.

4.1.3.7 Attend a weekly meeting/site visit between the consultant's engineering Project Manager, the General Contractor, each sub-contractor and URI.

4.1.3.8 Witnessing of fire alarm system pre-acceptance testing conducted by the Contractor.

4.1.3.9 Witnessing of fire alarm system acceptance testing conducted by the Contractor in conjunction with the State Fire Marshal's Office.

4.1.3.10 Prepare and maintain a log in electronic format acceptable to the University of items requiring Contractor corrective action.

4.1.3.11 Develop a final punch list upon project substantial completion and verify the correction of all punch list items.

4.1.3.11 Review as-built drawings and Operations and Maintenance (O&M) manual developed by the contractor. Provide a review letter, written and stamped by the engineer of record, attesting to the completeness and accuracy of the installation record (as-built) drawings.

4.1.3.12 The Consultant will be responsible for approving Contractor applications for payment throughout the construction period.

4.1.3.13 The Consultant will be responsible for reviewing all project change orders and preparing standard change order forms.

4.1.4 Fire protection support of all architectural design and construction administration.

4.1.4.1 The Consultant will retain and assist a registered architect with the development of code compliance drawings for architectural related improvements required for fire code compliance. This work includes, but is not limited to, construction of stair enclosures, replacement of fire resistance rated doors, and life safety devices. The Consultant and registered architect will be responsible for the development of design drawings associated with building modifications to accommodate new fire alarm and sprinkler system installations, including construction of soffits and replacement of ceilings, where necessary.

4.1.4.1.1 The code compliance drawings developed by the registered architect shall be submitted to the University for review at the 35% design development phase, 90% construction drawing phase and final construction document phase.

4.1.4.1.1 The registered architect will be responsible to coordinate building modifications with University's Office of Capital Projects and Campus Planning Office.

4.1.4.2 The Consultant in conjunction with the registered architect will prepare complete project manuals including all Division 0 and Division 1 documents based on the University's standard documents.

4.1.4.3 The Consultant will engage the registered architect to provide construction administration services including site visits, field reports, sketches, punch list documents and request for information responses as necessary.

4.1.5 Fire protection support of all electrical engineering and construction administration.

4.1.5.1 The Consultant will retain and assist a registered electrical engineer with the development of code compliance drawings for the installation, repair and/or replacement of emergency lighting and exit signs.

4.1.5.2 The Consultant will retain and assist a registered electrical engineer with the development of code compliance drawings for the relocation of electrical panels within the stair enclosures and relocation of electrical utilities where necessary to construct required fire rated stair enclosures.

4.1.5.3 The Consultant will retain a registered electrical engineer to provide lighting design drawings as necessary in areas where ceilings are being modified or replaced.

4.1.6 Fire protection support of all structural engineering and construction administration.

4.1.6.1 The Consultant will assist a registered structural engineer with the development of code compliance drawings and other engineering guidance for all miscellaneous structural scope of work including but not limited to modification of existing structure to accommodate penetrations for sprinkler piping, loads on the structure from sprinkler piping or construction equipment, staging, submittal reviews, etc.

4.1.7 Fire protection support of all Civil Engineering and Construction Administration Services.

4.1.7.1 The Consultant will retain and assist a registered civil engineer with the development of code compliance drawings and other engineering guidance for all miscellaneous civil scope of work including but not limited to engineering of new fire service mains and submerged fire pump at Whispering Pines, contractor submittal reviews and site inspections for new fire service installations.

4.1.7.1.1 The Consultant and registered civil engineer are responsible for the development all existing condition site maps required and obtain all necessary approvals, including but not limited to, RIDEM.

4.2 General Administrative and Project Management Services

4.2.1 Provide general administrative and project management services to facilitate the schedule, document completion, coordination meetings, staff allocation, sub-consultant tasks, process submittals, process change orders, track funding and other financial documents.

4.2.2 This will include one project manager and one junior engineer 2 hours a week for the duration of the projects.

4.2.3 The consultant shall attend a weekly status meeting with the Office of Capital Projects and prepare/update associated meeting minutes.

4.2.4 The Consultant shall attend coordination meetings with Building Staff, Office of Capital Projects, the Director of Alarms, etc. as necessary throughout the design and construction phases of the project.

## 5.0 Timing/Scheduling

5.1 The Consultant will proceed with developing the engineering documents for the fire code upgrade projects immediately after receipt of the Purchase Order. The schedule for delivery and review of schematic and engineering documents can be established at a kick-off meeting with The Consultant and representatives from URI.

## **6: TECHNICAL PROPOSAL**

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

- 6.1 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.
- 6.2 A Technical Proposal describing the background and experience of the Offeror , qualification, and experience of proposed staff or sub-consultants:
- 6.3 Staff qualifications and experience (up to 25 points)
  - 6.3.1 Resume and work experience of the Senior Project Manager.
  - 6.3.2 Resume and work experience of the Executive Project Manager
  - 6.3.3 Resumes and work experience of the additional staff or sub-consultants as required in the in the cost proposal
- 6.4 Description of firms experience including (up to 25 points)
  - 6.4.1 Presentation of firms experience describing in detail its capability to manage this project based of experience with projects of similar size and complexity
  - 6.4.2 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
  - 6.4.3 Presentation of firms experience with BIM experience with web based project software (up to 5 points)
- 6.5 Presentation of a list of reference from clients for project of similar size and complexity (up to 10 points)

## **SECTION 7: COST PROPOSAL**

- 7.1 A **separate sealed Cost Proposal Form:**

The specific building projects cost proposals shall include all cost necessary for design and construction administration services for each building individually. The proposal shall include weekly project update meeting with the University. The hourly rates must be inclusive of all costs necessary to deliver the fire protection engineering services for the duration of contract period. 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. (35 points)

- 7.2 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.
- 7.3 A contract allowance amount of as noted in the Appendix B & D for each institution for reimbursable expenses, including payment of plan reviews to the State Fire Marshal's Office. And sub consultant services as needed to complete this assignment. Such sub consultant services must be authorized by the University in advance. 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

NOTE: The durations of time indicated in the cost proposal form represent the estimated duration of services required over a 32 month period. The actual scope of services may vary depending upon project funding and schedule of work

### **SECTION 8: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP# 7483367** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to 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. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus five (5) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP # 7483367**" to:

**RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

## **RESPONSE CONTENTS**

Responses shall include the following:

1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. A **separate Technical Proposal** as described above.
4. A **separate, signed and sealed Cost Proposal** to include Appendix B (URI) and Appendix D (RIC).

In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Two electronic copies are requested (One for the State and one for the University) and it should be placed in the proposal marked "original".

## **SECTION 9: 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. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 50 out of a maximum of 65 technical points. Any technical proposals scoring less than 50 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 50 technical points or higher will be evaluated for cost and assigned up to a maximum of 35 points in cost category, bringing the potential maximum score to 100 points.

The University of Rhode Island reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

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

Criteria	Possible Points
Staff Qualifications and Experience	25 Points
Firm's Capability, Capacity and Qualifications	25 Points
Firm's experience with BIM and web based project management software	5 Points
References	10 Points
<b>Total Possible Technical Points</b>	<b>65 Points</b>
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 35 points *	35 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (35), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 35 = 22.75$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal.

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.

## **CONCLUDING STATEMENTS**

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

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

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

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

**End of Document**

APPENDIX A  
FIRE PROTECTION ENGINEERING SERVICES  
MULTIPLE BUILDINGS  
The University of Rhode Island  
SCOPE OF WORK

**Roosevelt Hall**

Roosevelt Hall is 47,996 gross square feet and was designed in the Georgian Revival style by architect Albert Harkness, built under the auspices of the Public Works Administration, and was dedicated by First Lady Eleanor Roosevelt in 1936 as a women's dormitory. It is now the home for the URI University College and Special Academic Programs.

The scope of work for this building includes engineering and construction administration for the installation of a new fire alarm and sprinkler system, upgrades to the emergency lighting and exit signs, relocation of utilities in the exit stairs and means of egress, architectural engineering for concealment of the sprinkler and fire alarm systems including ceiling replacement, and architectural engineering for upgrades to the stair enclosures including doors, walls, guards and rails. The engineering and construction administration services for the entire scope, in accordance with the Plan of Action, needs to be completed by December 31, 2013. The documentation phase, design and engineering phase and construction administration services will be provided by the Consultant and associated sub-consultants including architectural services in support of this work.

**Engineering Phase:**

The engineering phase includes the review of existing conditions and as-built documents provided by URI, development of design drawings for the installation of a new fire alarm system, new sprinkler system, emergency lighting and exit signs improvements, architectural detailing to accommodate sprinkler piping including replacement of existing ceilings, architectural detailing for the proper enclosure of stairways, guard rail and hand rail improvements and other fire door improvements. The Consultant and its sub-consultants are responsible to coordinate all building modifications and schemes with the University and building occupants.

**Construction Documents Phase:**

Bid documents to include Construction Drawings, with plans, elevations, and door schedule, door hardware and Project Specifications. Revisions to set based on Owners review comments. The Front End specifications will be in conformance with University of Rhode Island Standards

**Construction Administration Phase:**

Provide all services outlined in section 4.1.3 of the RFP. Field reviews of construction by sub consultants as required and coordination with the Owner during construction.

**Davis Hall**

Davis Hall is 20, 956 gross square feet and designed by Architects Stone, Carpenter, and Wilson. It was constructed in 1895 of random ashlar fieldstone to replace College Hall, which burned to the ground.

The scope of work for this building includes engineering and upgrade of the existing fire sprinkler system, modifications/upgrades to the existing fire alarm system, upgrades to the emergency lighting and exit signs, and architectural engineering for upgrades to the stair enclosures including doors, walls, guards and rails. The engineering and construction administration services for the entire scope, in accordance with the Plan of Action, needs to be completed by December 31, 2013. The documentation phase, design and engineering phase and construction administration services will be provided by the Consultant and associated sub-consultants including architectural services in support of this work.

**Engineering Phase:**

The engineering phase includes the review of existing conditions and as-built documents provided by URI, development of design drawings for the upgrade of the existing sprinkler system and fire alarm system, emergency lighting and exit signs improvements, architectural detailing for the proper enclosure of stairways, guard rail and hand rail improvements and other fire door improvements. The Consultant and its sub-consultants are responsible to coordinate all building modifications and schemes with the University and building occupants.

**Construction Documents Phase:**

Bid documents to include Construction Drawings, with plans, elevations, door schedule, door hardware and Project Specifications. Revisions to set based on Owners review comments. The Front End specifications will be in conformance with University of Rhode Island Standards.

**Construction Administration Phase:**

Provide all services outlined in section 4.1.3 of the RFP. Field reviews of construction by sub consultants as required and coordination with the Owner during construction.

### **Sycamore Lodge, W. Alton Jones Campus**

Sycamore Lodge is 10,539 gross square feet and was built in 1992 and has 14 guest rooms and a 1,260 square foot conference room.

The scope of work for this building is to connect the existing domestically supplied sprinkler system into the new water supply as part of the Whispering Pines sprinkler project, see the Whispering Pines scope below.

### **Whispering Pines Lodge, W. Alton Jones Campus**

Whispering Pines Lodge is 8,863 gross square feet. Built in the late 1920s as part of a summer camp for the Louttit family, it overlooks Eisenhower Lake. Currently it houses 4 separate lodging accommodations, along with main dining room that seats 130 people, and a spacious deck that can host 180 people.

The scope of work for this building are a new sprinkler system installation which includes a new fire service into the building. Due to the remote location of the building there is no municipal water supply for the sprinkler system. A schematic engineering for installation options for fire pump and water storage arrangements with by DiPrete Engineering in 2010/2011. The basis of this engineering is to proceed with the selected engineering option of a fire pump using the nearby pond for suction supply with underground piping to the Whispering Pines and Sycamore Lodge, architectural engineering for concealment of the sprinkler system inside the Whispering Pines Lodge and construction administration services to complete the project. In accordance with the Plan of Action this work needs to be completed by December 31, 2013

### **Additional Buildings**

Engineering support for fire protection improvements in other University buildings as needed and compensated on an hourly basis and through an allowance as contained herein.

APPENDIX B  
 FIRE PROTECTION ENGINEERING SERVICES  
 MULTIPLE BUILDINGS  
 The University of Rhode Island

Fire Protection Engineering Services    September 1 2013–December 31, 2015			32 months
<b>Fire Protection Design Engineering and Construction Administration</b>			<b>TOTAL</b>
Davis Hall	-----	Lump Sum	
Roosevelt Hall	-----	Lump Sum	
Sycamore Lodge	-----	Lump Sum	
Whispering Pines	-----	Lump Sum	
<b>TOTAL</b>			
<b>Fire Protection Design Engineering and Construction Engineering, Small Buildings</b>			
	<b>Hourly Rate</b>	<b>Hours</b>	
Senior Project Engineer/Project Manager		300	
Fire Protection Engineer		300	
Junior Engineer		200	
Clerical		50	
Architect		-----	-----
Electrical Engineer		-----	-----
Mechanical Engineer		-----	-----
Structural Engineer		-----	-----
<b>TOTAL</b>			
<b>Allowance for Additional Support When Assigned</b>			\$        50,000
<b>Subtotal staff costs</b>			
<b>Allowance for Reimbursable Expenses</b>			\$        20,000
<b>Total Fee Proposal</b>			

Proposed Schedule:  
 September 1, 2013                      Commence Design  
 December 31, 2015                    Project Documentation, Turnover, and Close out

END OF DOCUMENT

APPENDIX C  
FIRE PROTECTION ENGINEERING SERVICES  
MULTIPLE BUILDINGS  
The University of Rhode Island

AGREEMENT made as of the XX day of XX in the year Two Thousand and XX

BETWEEN the URI:

The University of Rhode Island (URI)  
Office of Capital Projects  
Sherman Building  
Kingston, RI 02881

And the Engineer:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Telephone Number: ( )  
Fax Number:

For the following Project:

Fire Protection Engineering Services – Multiple Projects Assignment  
The University of Rhode Island  
Kingston, Rhode Island 02881

The URI and Engineer agree as follows:

**TABLE OF ARTICLES:**

- 1 INITIAL INFORMATION
- 2 RESPONSIBILITIES OF THE PARTIES
- 3 TERMS AND CONDITIONS
- 4 SCOPE OF AGREEMENT
- 5 COMPENSATION

**TABLE OF APPENDIX**

- A GENERAL ACTIVITIES THROUGH OUT THE DURATION OF THE PROJECT
- B LABOR RATES

**ARTICLE 1 INITIAL INFORMATION**

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

The University of Rhode Island has engaged an Engineer (Arch.) to manage all aspects of management, design, construction, occupancy, and close out of multiple assigned projects of various sizes located on all campuses of the University of Rhode Island. The Engineer will work in cooperation with URI staff and report to the Director of the Office of Capital Projects (OCP). The Engineer shall staff the project with an experienced Senior Fire Protection Engineer and will provide the services of other professional staff as requested to complete the tasks assigned.

In accordance with RFP # 7085873 – Engineering Services for University of Rhode Island, the Engineer, or others resources from the Engineer’s firm, shall provide engineering and engineering services for a wide variety of projects on all four campuses of the University. Examples of typical tasks are but not limited to:

1. Survey of existing conditions
2. Programming and preparation of scope of work
3. Project design and engineering;
4. Interior design services;
5. Building envelop renovation;
6. Construction document preparation;
7. cost estimating; bidding phase services;
8. Construction administration through project close out;
9. Provision of complete “as built” documentation

The Engineer shall provide all personnel, materials, tools, and equipment to provide services in accordance with this Scope of Services including, but not limited to computer hardware and software, and all appropriate insurance. The University may, at its option, furnish any of these support services



**ARTICLE 2 RESPONSIBILITIES OF THE PARTIES**

§ 2.1 The URI and the Engineer 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 URI**

**§ 2.2.1** The URI'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 URI 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 Engineer's performance of its services

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

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

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

**§ 2.2.6** Services provided by parties retained by the URI, 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 Engineer under this Agreement shall be subject to the general supervision and direction of the URI's Offices of Capital Planning & Design and Capital Projects.

**§ 2.3 ENGINEER**

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

Name: XXXX  
Telephone Number: (  
Fax Number: (

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

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

**§ 2.3.4** The Engineer shall submit for the URI's approval a schedule for the performance of the Engineer's services which shall be adjusted as necessary as the Project proceeds. This schedule shall include

allowances for periods of time required for the URI's review, for the performance of the URI'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 URI shall not, except for reasonable cause, be exceeded by the Engineer or the URI.

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

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

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

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

§ 2.3.9 The Engineer and the URI shall periodically, but not less than every six months, review the Engineer'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 URI, the Engineer's assigned employees or sub-consultants are not adequately providing services required by this agreement, the Engineer 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 Engineer and URI.

§ 2.3.10 Evaluations of the URI's overall Project budget and budget for the Cost of the Work and preliminary estimates and updated estimates thereof represent the Engineer's professional judgment. It is recognized, however, that neither the Engineer nor the URI 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 Engineer cannot and does not warrant or represent that Contractor bids or negotiated prices will not vary from the URI'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 Engineer 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 Engineer 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 Projects.

§ 2.3.12 Services, if any, performed by the Engineer during the construction of the Projects are undertaken and performed by the Engineer in the sole interest and for the exclusive benefit of the URI

§ 2.3.13 The URI shall include in its agreement with the Contractor provisions similar to those set forth in Sections 2.3.8. through 2.3.12.

### **ARTICLE 3 TERMS AND CONDITIONS**

#### **§ 3.1 COST OF SERVICES**

§ 3.1.1 The Cost of the Services shall include the labor expended by the PM and billed at the rates as specified in this agreement plus any approved reimbursable expenses. The labor rates in Appendix B to this

agreement include salaries, allowances for vacations, holidays, sick leave, bonuses, travel from home office to any URI Campus and return, overhead (including home office, accounting, cost reporting, data processing/IT costs and escalation in accordance with the RFP # XXXX).

### **§ 3.2 INSTRUMENTS OF SERVICE**

**This section is not applicable to this contract**

### **§ 3.3 CHANGE IN SERVICES**

**§ 3.3.1** Change in Services of the Engineer, including services required of the Engineer'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 Arbitration pursuant to Section 3.4.3 of this Agreement

#### **§ 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 Engineer's services, the Engineer 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 URI and Engineer 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 URI and Engineer 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 Engineer and the URI 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 URI or Engineer.

§ 3.6.4 Unless explicitly provided otherwise in this Agreement, the Engineer 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 Projects sites.

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

§ 3.6.6 The URI and Engineer, 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 URI nor the Engineer shall assign this Agreement without the written consent of the other, except that the URI may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the URI's rights and obligations under this Agreement, and the Engineer shall execute all reasonable consents facilitating such assignment, conditioned upon the Engineer'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 Engineer's services are substantially completed.

§ 3.6.8 The Engineer 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 Engineer shall provide certificates of coverage to the URI, reflecting the URI as an additional insured for Comprehensive or Commercial General Liability Insurance and for Comprehensive Automobile Insurance.

§ 3.6.9 The URI shall provide the Engineer with a copy of the executed agreements between the URI and the Contractor. Whenever the A/E or Contractor contracts have not previously been awarded, the PM shall be provided with a draft of such agreements for review.

§ 3.6.10 To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the Owner, Engineers and Engineer’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 Engineer, 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.

3.6.11 The obligations of the Engineer under this Article 3.6 shall not extend to the liability of the Engineer, the Engineer’s consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer’s consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.6.12 The Owner shall cause any other contractors who may have a contract with the Owner to perform construction or installation Work in the areas where Services will be performed under the Owner/Engineer Agreement, to agree to indemnify the Owner and Engineer and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor’s operations. Such provisions shall be in a form satisfactory to the Engineer.

### § 3.7 TERMINATION OR SUSPENSION

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

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

§ 3.7.3 If the Project is suspended or the Engineer's services are suspended for more than 90 cumulative days, the Engineer 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 URI upon not less than seven days' written notice to the Engineer for the URI's convenience and without cause.

§ 3.7.6 In the event of termination not the fault of the Engineer, the Engineer 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 Engineer is not otherwise compensated.

#### § 3.8 PAYMENTS TO THE ENGINEER

§ 3.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Engineer's statement of services. No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors,

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

- .1 transportation in connection with the Project, except transportation to and from URI 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 documents or materials;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the URI;
- .5 other similar direct Project-related expenditures if authorized in advance by the URI.
- .6 cost of furnishing onsite office space by the PM if required by URI

§ 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 URI or the URI's authorized representative at mutually convenient times.

#### ARTICLE 4 SCOPE OF AGREEMENT

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

- .1 This Form of Agreement between URI and Engineer,
- .2 Appendixes A and B, Scope of Engineer's Services

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

**1 Independent Contractors.** The URI and the Engineer hereby acknowledge and agree that the Engineer, in performance of the Work hereunder, shall be acting as an independent contractor of

the URI, and no fiduciary relationship exists between the two, and except as explicitly set forth in this Agreement, the URI shall have no liability of any kind or nature whatsoever to the Engineer, its employees or any other individual or entity, as a result or because of the actions or inactions of the Engineer or any employee or agent of the Engineer. The Engineer recognizes covenants and agrees that as an independent contractor, hereunder and that:

1. the Engineer and its employees and agents shall be independent contractors providing services to the URI and shall not be employees of the URI;
2. neither the Engineer nor any employee and agent of the Engineer shall be entitled to any compensation or other benefits given to any employees of the URI, including, without limitation, compensation insurance and unemployment insurance;
3. Neither the Engineer 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 URI and the Engineer, its agents and employees.
4. the Engineer 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 URI, to incur debts for the URI or to bind the URI in any manner whatsoever.
5. this Agreement does not and shall not be construed so as to constitute the Engineer or any of its employees or agents as an employee, agent, partner, joint venture or legal representative of the URI, and
6. The Engineer 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 URI's facilities management and operations staff and to maintain the security of confidential project files and documents stored at the URI's premises, the Engineer's principal place of work for the Project shall be in office space provided by the URI on the campus of the University of Rhode Island.
3. If requested by the URI, the Engineer will cooperate with the URI 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, 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 URI and shall revert to the URI's use upon completion or termination of this agreement.

#### ARTICLE 5 COMPENSATION

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

.1 As defined in Appendix B:

.2 Compensation for sub-consultants shall be computed as a multiple of one point one (1.06) times the sub-consultant's rate agreed in writing by the URI.

.3 As defined in Section 5.5

§ 5.2 For a Change in Services as described in Section 3.3, the Engineer'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 listed in Section 5.1, subject to the maximum total compensation as agreed in writing.

§ 5.3 For a Change in Services of the Engineer's sub-consultants, compensation shall be computed as a multiple of ~~One point One (1.06)~~ times the amounts billed to the Engineer 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 Engineer and the Engineer's employees and sub-consultants.

§ 5.5 Other Reimbursable Expenses, if any are as follows:

1. Costs of authorized purchases of office equipment, computers, furniture, and fixtures for the Engineer's on-campus office to be used exclusively for the URI's Project(s).
2. Costs of authorized minor renovations to the on-campus office facilities provided by the URI.
3. Costs of office supplies for the used Engineer's on-campus office to be used exclusively for the URI's Project(s).
4. Costs of electronic communications, land-based telephone line service, cell phone services and internet service at the Engineer's on-campus office and used exclusively for the URI's Project(s).
5. Costs of software licenses, reference books, or other information services required to facilitate the Engineer's services for the project.
6. State Fire Marshal Office Plan Review fees.

Comment [MB1]:

§ 5.6 Labor rates in Appendix B shall remain in effect until December 31, 2014 as specified in the RFP.

§ 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 URI'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)~~ Working days from the date of approval of the Engineer's invoice appropriately reflecting services rendered 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 ~~December 31, 2014~~ through no fault of the Engineer, extension of the Engineer'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.

URI (Signature)

J. Vern Wyman  
Associate Vice President for Business Services,  
The University of Rhode Island

(Printed name and title)

ENGINEER (Signature)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Printed name and title)

APPENDIX D  
**FIRE PROTECTION ENGINEERING SERVICES**  
**MULTIPLE BUILDINGS**  
Rhode Island College

Fire Protection Engineering Services September 1 2013–December 31,2015			32 months
<b>Fire Protection Design Engineering and Construction Administration</b>			
	Hourly Rate	Hours	
Senior Project Engineer/Project Manager			300
Fire Protection Engineer			300
Junior Engineer			200
Architect			-----
Electrical Engineer			-----
Mechanical Engineer			-----
Structural Engineer			-----
<b>TOTAL</b>			
<b>Allowance for Additional Support When Assigned</b>			\$ 10,000
<b>Subtotal staff costs</b>			
<b>Allowance for Reimbursable Expenses</b>			\$ 5,000
<b>Total Fee Proposal</b>			

Proposed Schedule:

September 1, 2013  
December 31, 2015

Commence Design  
Project Documentation, Turnover, and Close out

END OF DOCUMENT