Solicitation Information
May18, 2015

RFP# 7549587

TITLE: **Architecture and Engineering Services for White Horn Brook Apartments**
The University of Rhode Island, Kingston Campus

Submission Deadline: Monday June 15, 2105 at 11:00 am (Local Time)

PRE-PROPOSAL CONFERENCE: YES DATE: Monday June 1, 2015 TIME: 1:30 pm (LT)
MANDATORY: YES
LOCATION: University of Rhode Island, 210 Flagg Road RM 209, Kingston RI

Questions concerning this solicitation must be received by the Division of Purchases at **questions@purchasing.ri.gov** no later than **6/3/2015 at 4 PM (LT)**. Questions should be submitted in a Microsoft Word attachment. Please reference the RFP# on all correspondence. Questions received, if any, with responses 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

Thomas Bovis
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

TABLE OF CONTENTS

Section 1 -	Introduction	3
Section 2 -	Mission and Vision of the University of Rhode Island	5
Section 3 -	Project Background	5
	Project Description	6
Section 4 -	Scope of Work	6
	Design Parameters	7
	Design Process Expectations	8
	Schedule	8
Section 5 -	Technical Proposal	9
Section 6 -	Cost Proposal	10
Section 7 -	Proposal Submission	11
Section 8 -	Evaluation and Selection	12
Section 9-	Cost Proposal Form	14

Attachments:

A. Site Plan
B. Sample AIA Contract
C. Project Schedule
D. Design Service Matrix

SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the University of Rhode Island Department of Campus Planning & Design, is soliciting proposals from qualified firms to provide architectural and engineering services for the new construction of a new student housing structure titled the " **White Horn Brook Apartments"** south of Flagg Road at the University of Rhode Island, Kingston, RI., 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 . The initial contract period will be through the duration of the warrantee period of the construction of the building.

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 vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

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

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

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 vendor. The State assumes no responsibility for these costs.

6. Proposals are considered to be irrevocable for a period of not less than 120 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 will be considered to be firm and fixed unless otherwise indicated herein. The proposed fee and hourly rates are fixed for the stipulated term of the agreement and not subject to increases due to inflation, changes in employee compensation, or costs of living.

8. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

9. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

10. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

11. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

12. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.

13. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. All questions regarding the project or this Request for Proposals shall be directed by e-mail or fax to the Agency Contact listed in this RFP. Responses to questions regarding this solicitation will be shared with all interested firms by means of addendum to this RFP.

14. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 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 to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.

15. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

16. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.

17. The State reserves the right to award to one or more offerors. The State also reserves the right to award this project based on pricing alone.

SECTION 2: MISSION AND VISION OF THE UNIVERSITY OF RHODE ISLAND

The University of Rhode Island is the State's public learner-centered research university. We are a community joined in a common quest for knowledge. The University is committed to enriching the lives of its students through its land, sea, and urban grant traditions. URI is the only public institution in Rhode Island offering undergraduate, graduate, and professional students the distinctive educational opportunities of a major research university. Our undergraduate, graduate, and professional education, research, and outreach serve Rhode Island and beyond. Students, faculty, staff, and alumni are united in one common purpose: to learn and lead together.

Our vision is to be "the institution of first choice for students and faculty with a passion for inquiry." To meet this vision, success in our recruitment and yield of students is paramount. It is well documented that the campus visit and experience is one of the main factors in helping a student choose one institution over the other. As a tuition-dependent institution, URI needs to ensure that it meets the needs of contemporary students and an important aspect of that is in providing desirable student housing and a sustainable and attractive campus environment.

Today's students are very aware of the need to live in a sustainable way in order to protect the planet and URI's efforts to construct LEED-certified sustainable buildings on campus is a significant drawing card to recruit today's forward-looking students. Due to its effective sustainability focus, URI has been recognized nationally by Princeton Review as a Green campus.

URI's efforts to target student housing needs and preferences as well as its reputation as a sustainability-oriented institution have been and will continue to be a key component in the University's success at attracting new students.

SECTION 3: PROJECT BACKGROUND

In 1998, the University of Rhode Island conducted a study of on-campus student housing facilities and produced three primary recommendations:

1) *Reinvest in, and substantially modernize, those existing housing facilities that can provide marketable student housing for 25 or more years beyond the point of modernization*
2) *Constructing new on-campus housing that specifically targets the needs and interests of upper class students*
3) *Liquidate/remove any current housing facilities that would exceed an established renovation-to-new construction ratio and/or fail to provide long term marketability; replace with new.*

The University has spent the last several years successfully executing the first of these recommended actions and has been establishing a freshman-focused on-campus living option consistent with the study. This first stage of capital improvements has brought overall modernization, enhanced accessibility, and significantly upgraded fire safety systems to some 1935 freshman bed spaces. Fire code upgrades were completed to an additional 500 freshman bed spaces in the Fayerweather/Gorham halls, with general modernization work remaining in those facilities.

During the 2006/2007 academic years, the University completed the construction of 800 new bed spaces targeted to upper class undergraduates. In October 2012, an additional new residence hall was opened at URI with accommodations for 429 students. Consistent with the above recommendations, the new student housing consists almost entirely of single bedrooms in apartment and suite style configurations. The new housing has been very well received by the student body and has successfully realized the goal of providing attractive units for upper class students. Concurrently, the University completed and opened a new state-of-

the-art student dining and food retail facility in the heart of the residential sector, replacing the Hope and Roger Williams dining halls which were at the end of their life cycles.

With renovations continuing in most of URI's first year residence halls, and with the concurrent completion of over 1,200 new on-campus bed spaces, it is time to initiate the next stage of capital improvements and launch plans for additional bed spaces sufficient to meet increased enrollment and the strategic desire to house a total of 50-60% of all full time URI undergraduates on the Kingston campus.

PROJECT DESCRIPTION

The University seeks to increase its student housing capacity through the construction of a 500-bed housing residence at the northwest end of the campus on the west bank of White Horn Brook (see attached site drawing). This would involve moving some functions that currently exist on the proposed project site (faculty/staff parking, demolition of a URI Facilities buildings, yard storage) and reconfiguration of the 100-year floodplain to meet state wetlands requirements.

The intention is to construct several multi-level housing structures with units that would accommodate a total of approximately 500 students. The intended occupancy is third- and fourth- year students. Subject to programming decisions, the new residence halls will likely contain apartment style housing, complete with private cooking facilities, with single rooms. The project will also contain student activity spaces but no general food service facilities.

SECTION 4: SCOPE OF WORK (see Attachment D)

The project scope will involve the design and construction administration of the **White Horn Brook Apartment** project. This project comprises a 200,000 gsf building with an expected construction value of $65 million in 2014 dollars. The program may be adjusted as necessary to meet budgetary considerations.

Phase 1:

Schematic Design Services: Programming and master planning deliverables for the above project to include but are not limited to:

- Space and functional programming study report for review and prioritization
- Program revisions/adjustments to align scope of work with budget
- Site Plan verification. Review of master planning materials to ensure that the site selected is indeed the best for this project, looking closely at adjacent university functions
- Once final site is selected, perform thorough review to ensure that this project provides adequate buffer zones to keep this project from or from being adversely effected by adjacent university functions
- Site Plan showing utilities, and landscape, land and/or accessibility improvements with existing and proposed grading
- Provide at least three (3) alternate massing schemes and multiple build system solutions
- Study and review with owner budget impact of each build system solution
- Conceptual design floor plans and required elevations for selected scheme
- Conceptual design site plans reconfiguring the 100-year floodplain to meet state requirements.
- A minimum of (2) renderings to illustrate the design and suitable for public relations and fund raising publications
- Code Review evaluation and report that identifies challenges and any variances required
- Project schedule
- Construction cost estimates for the work

Phase 2: Design Development and Construction Documents

Based on the successful completion of Phase I tasks, these are the Phase 2 deliverables:

- Design Development: complete design plans based on finalized structure capacity and designated design elements
- Permitting for reconfiguration of the 100-year floodplain within sate requirements
- Construction documents: all needed documents and plans to ensure successful construction of the project
- Construction administration: This will cover bidding, construction oversight and warrantee period coverage.

DESIGN PARAMETERS

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

- Site development & landscaping: General landscape restoration/ installation associated with the project. Exterior building & parking lighting shall also be included in the improvements/additions.
- Parking: Development of resident parking and improvements to existing parking area shall be included. Addition of lighting and landscaping to existing parking area shall be included. See attachment A
- Utilities: The utilities to service the building are included in this project. These include water, sewer, gas, and telephone/data connections, from service points as needed, located within 100 feet of the new building.
- Existing facilities: Demolition of existing buildings and structures as needed. URI will conduct surveys for existing hazardous materials and prepare a remediation plan to be incorporated into the bid demolition documents.
- Accessibility: The project shall include new construction necessary to provide ADA accessibility to areas within the project scope as required by code.
- Architectural Considerations: The program spaces will include, but not limited to, building lobby/entryway, public space for resident gatherings, and space for property equipment, mechanicals, recycling and waste disposal facilities. The design of the new residence housing will be respectful of the historic Kingston campus, but will address the contemporary needs of residents.
- Technology: telephone/data technology and network connections.
- Building Infrastructure: Fire Code/Life Safety, including alarm and sprinkler system, as required by code.
- Mechanical, electrical and plumbing infrastructure to include new HVAC system, electrical equipment, and kitchen and restroom facilities as required by code.
- Interior Design: To include architectural materials and finishes selections, signage to University standards, and furniture and equipment layouts coordinated with the University's vendors.
- Graphic Design: Building signage and graphic design of fixed display content (not electronic content).
- LEED®: The White Horn Brook Apartments are to be designed to achieve a minimum "Gold" status in the LEED® NC or Schools rating system developed by the U.S. Green Building Council. The design must earn at least 15 points under the energy performance credit EAc1 and include an on-site renewable energy component earning at least 3 points under credit EAc2.

- Stormwater management: the project will address state requirements for managing stormwater onsite. BMPs will be designed and constructed that will meet required water quality standards.
- Floodplain re-location/creation: As per wetlands permit requirements negotiated by the University and the R.I. Department of Environmental Management, the project will incorporate required floodplain protection/relocation and wetland restoration actions as directed by permit conditions.

DESIGN PROCESS EXPECTATIONS

- Programming: The selected firm will begin the project by working with the building committee to establish a program for the White Horn Brook Apartments. As part of this process, the consultant will provide research findings showing residence housing "best practices" utilized at other higher education institutions with regard to square footage needs, typical program elements and amenities, building efficiency factors, and costs.
- Design documentation is to include the following phases: Schematic Design, Design Development, and Construction Documents. This would also include progress meetings with the State Fire Marshall and the Building Commissioner in order to attain project approvals.
- Coordination with URI: The selected firm will coordinate the project design development and construction documents with the University's Offices of Capital Projects, Facilities Services , telecommunications staff, public safety personnel, engineers, and other stakeholders in the project.
- Specialty Expertise: The selected A/E team is required to include the following specialty firms or personnel with the proposed team:
    - A design architect with demonstrated experience with similar building types.
    - A landscape architect and civil engineer familiar with RIDEM stormwater and other requirements and processes.
    - Structural consultant to review demolition plans and new structure.
    - Mechanical, electrical, plumbing/fire protection (MEP/FP) consultants with experience with similar academic facilities.
    - Audio visual, telephone and data engineer. *{see "allowances" below}*
    - An independent cost consultant experienced with university buildings and the Rhode Island construction market.
- All required meeting time necessary to achieve the specified outcome shall be included in the fee proposal.
- Form of Agreement: See Attachment "B", *Standard Form of Agreement between Architect and Owner* for a detailed scope of expected Architect's services and terms of contract agreement.

SCHEDULE

The University wishes to design, bid and construct the project within the following schedule:

Design and Construction Administration: See Attachment "C", *Project Schedule,* for a schedule Architect's services and project milestones.

SECTION 5: TECHNICAL PROPOSAL

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

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

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

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

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

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

Tab 4, Previous Project Experience and Design Talent: Using a format of your choice, illustrate and describe recent design experience for at least two, but no more than five projects that demonstrate the team members' experience and design talent on similar projects. ***Note: If the projects reflect work by an individual on the design team while employed by another firm, list the name of the previous firm and Principal-in-Charge of the project.***

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

Architectural / Engineering Services

Persons or firms practicing or ***submitting proposals*** for Architectural and/or Engineering Services in the State of RI ***must*** possess a proper registration ***and*** Certificate of Authorization from the Board of Design Professionals in accordance with Rhode Island General Laws.

A copy of the current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s) for the individual(s) who would perform the work ***must*** be included in each copy of the Technical Proposal response to this solicitation.

The Board of Design Professionals can be contacted as follows:

Division of Design Professionals
1511 Pontiac Avenue
Cranston RI 02857
Phone: (401) 462-9530
Fax: (401) 462-9532
www.bdp.state.ri.us

The respondent's proposal may be disqualified and removed from consideration if the Proposal fails to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s).

SECTION 6: COST PROPOSAL

A **Separate Sealed Cost Proposal** reflecting the fixed lump sum fee structure proposed for this scope of services. Firms are encouraged to provide as much detail as possible to explain their proposed fee. Please include hourly billing rates for all members of the A/E team to be used when invoicing optional additional services. Also include, in the Phase 1 proposed fee, the time required for key design team members to travel with the building committee to visit one comparative facility at another university campus within a one day roundtrip driving distance from the URI Kingston Campus. *Note: the Cost Proposal must be submitted in a sealed envelope separate from the Technical Proposal.* The Cost Proposal must include the following breakdown of design fees.

1. **Phase 1 - Schematic Design and Business Plan Development** fees for services outlined in Section 4.

   The following contract allowances must be included in the fee proposal and separately itemized:

   Phase 1 Contract Allowance Expenses:

Site Survey	$20,000
Geotechnical Evaluation and Report	$40,000
Additional Services	$10,000
Reimbursable Expenses	$10,000
Specialized Design Agent	$15,000

2. **Phase 2 - Design Development and Construction Documents** fees for services outlined in Section 4; to also cover Bidding & Award and Construction Administration services through end of warrantee period.

   The following contract allowances must be included in the fee proposal and separately itemized:

   Phase 2 Contract Allowance Expenses:

Envelope Peer Review	$30,000
Mechanical Peer Review	$20,000
Renderings/Models (above & beyond phase 1 services)	$20,000
Additional Services	$40,000
Reimbursable Expenses	$20,000

SECTION 7: PROPOSAL SUBMISSION

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 (6) copies)** should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7549587**"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 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.

2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov in proposal marked **"Original"** only.

3. A separate Technical Proposal as described above.

4. A **separate, signed and sealed** Cost Proposal reflecting the hourly rates for all proposed team members, and lump sum fee , broken down into the fee structure as described above , proposed to complete all of the requirements of this project. Remember to include all contract allowances as outlined in section 5.

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 8: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

One or all the firms scoring 60 points or higher may be selected to participate in on-campus interviews if additional information is needed. Upon completion of interviews the committee reserves the right to review and adjust the Technical Proposal scoring of the interviewed firms. Technical Proposals with a final score of 60 points or higher will advance and cost proposals will then be opened.

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
Management & design approach	10 Points
Respondent's qualifications and staffing	20 Points
Previous project experience and design talent	35 Points
References	5 Points
Total Possible Technical Points	**70 Points**
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	**100 Points**

*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:

(low bid / vendors bid) * 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 (30), vendor B's cost points are calculated as follows:

$65,000 / $100,000 * 30= 19.5

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.

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

SECTION 9: COST PROPOSAL FORM (not to be included in the Technical Proposal)

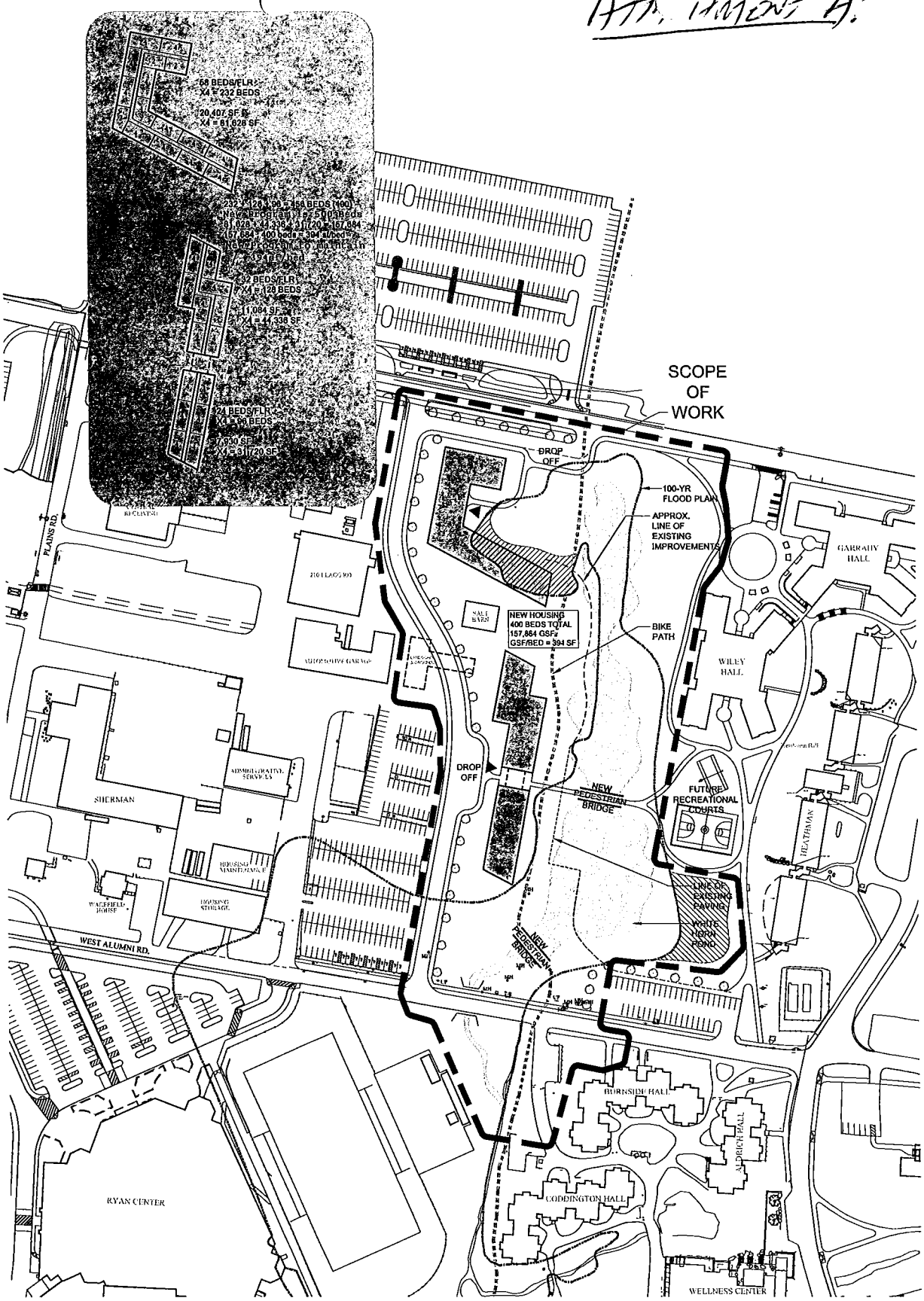
Phase 1 – Schematic Design and Business Plan Development			
Fixed Lump Phase 1 Fee: programming and conceptual design documentation			
Contract Allowance for Site Survey			$20,000.00
Contract Allowance for Geotechnical Invest.			$40,000.00
Contract Allowance for Additional Services			$10,000.00
Contract Allowance for Reimbursables			$10,000.00
Contract Allowance for Specialized Design Services			$15,000.00
Total Phase 1 Services			$

Phase 2 – Design Development and Construction Documents			
Fixed Lump Sum Phase 2 Fee: design development, construction documents, bidding, and construction administration			
Enumerated cost to permit revisions to 100-year flood plane			
Contract Allowance for Envelope Peer Review			$30,000.00
Contract Allowance for Mechanical Peer Review			$20,000.00
Contract Allowance for Renderings/Models			$20,000.00
Contract Allowance for Additional Services			$40,000.00
Contract Allowance for Reimbursables			$20,000.00
Total Phase 2 Services			$

Total Fee Proposal (Phase 1 + Phase 2)

- End -

ATTACHMENT A:



1 University of Rhode Island - Preliminary Housing Study - PROGRESS

SCALE: 1" = 150'-0"

DURKEE BROWN VIVEIROS WERENFELS ARCHITECTS

111 CHESTNUT STREET
PROVIDENCE, RI 02903

T 401 831 1240
F 401 331 1845

www.durkeebrown.com

THE UNIVERSITY OF RHODE ISLAND

SCALE: 1" = 150'-0"

FILE:

DRAWN: AM

JOB NO.: 1135

© COPYRIGHT 2014 DURKEE, BROWN, VIVEIROS & WERENFELS. UNAUTHORIZED USE IS PROHIBITED

URI
SOUTH KINGSTOWN
URI Housing Study - PROGRESS

ISSUED FOR: REFERENCE

DATE ISSUED: 08.26.14

REVISION DATE: -

A100

Attachment B:

DRAFT

AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Day» day of «Month» in the year «Year»

BETWEEN the Architect's client identified as the Owner:

Rhode Island Council on Post Secondary Education
255 Westminster Street
Providence, RI 02903

and the Architect:

Firm Name
Address
City, State, Zip
« »
« »

for the following Project:

White Horn Brook Apartments
University of Rhode Island
Kingston, RI 02881

«Project includes...
An approximately 200,000 gsf, 500-bed housing residence hall at the northwest end of campus on the west bank of the White Horn Brook.»

The Owner and Architect 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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and : the following exhibits *(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

«Exhibit A.	AIA Document B101-2007, Attachment A, "Initial Information" dated _____
Exhibit B.	Project Site Location and Concept Plan dated _____
Exhibit C.	Project Budget dated _____
Exhibit D.	Architect's fees, reimbursables allowances, and rates for additional services dated _____
Exhibit E.	Project schedule dated _____
Exhibit F.	Design Services Matrix dated _____
Exhibit G.	The University of Rhode Island's form of General Conditions of the Contract for Construction.»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth in the Project Schedule, Exhibit E.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may by mutual written agreement appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall maintain the confidentiality of information specifically designated as confidential

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

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

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

§ 2.5 The Architect 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) 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 Rhode Island and other applicable law.

.4 Professional Liability

Architect's Professional Liability Insurance in the amount of Two Million Dollars ($2,000,000), covering bodily injury, property damage due to negligence, which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and for a period of five (5) years after the completion of any and all of the Architect's Basic and Additional Services hereunder. The Architect will maintain Professional Liability Insurance described above provided that such insurance coverage continues to be generally affordable to the Architect as reasonably determined by the Architect based on the volume of work under contract by the Architect, the associated risk of the work contracted by the Architect and the cost of the available insurance coverage. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which services hereunder are commenced and the date of this Agreement.

.5 The Architect 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.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 An initial project schedule is included as Exhibit E. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval an updated schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Architect will develop the design of the Project in accordance with the U.S. Green Building Council's system with the goal to achieve a "Gold" rating. The Architect will prepare periodic reports to the Owner identifying the status of the LEED® point targets, and make recommendations for design decisions related to compliance with the "Gold" requirement. As part of the Construction Documents submission to the Owner, the Architect will provide documentation of design features, engineering calculations, and product descriptions that represent that the design complies with the specific LEED® rating criteria related to the project design. The Architect shall be responsible for documenting evidence of

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

construction-phase LEED® rating point requirements. The Architect shall file the appropriate applications for LEED® certifications and coordinate the administrative requirements of this process.

The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 (deleted)
- .3 participating in a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 participating in the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect shall provide the listed Additional Services described below and in Article 4.2 only if specifically designated in the table below as the Architect's responsibility and as authorized in advance by the Owner.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	A	4.2
§ 4.1.2	Multiple preliminary designs	A	4.2
§ 4.1.3	Measured drawings of Existing Buildings	A	4.2
§ 4.1.4	Site surveys	A	4.2, Exhibit D
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	A	4.2
§ 4.1.6	Building information modeling	A	4.2
§ 4.1.7	Civil engineering	A	4.2
§ 4.1.8	Landscape design	A	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	A	4.2
§ 4.1.10	Value Analysis (B204™–2007)	A, O	4.2
§ 4.1.11	Detailed cost estimating	A	4.2
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	A	4.2
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	A	4.2, Exhibit D
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	A	4.2
§ 4.1.20	Telecommunications/data design	A, O	4.2, Exhibit D
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	O	
§ 4.1.22	Commissioning (B211™–2007)	O	
§ 4.1.23	Extensive environmentally responsible design	A	4.2
§ 4.1.24	LEED® Certification (B214™–2007)	A,O	4.2, Exhibit D
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	A, O	4.2, Exhibit D
§ 4.1.28	Envelope Peer Review	A	4.2, Exhibit D
§ 4.1.29	Mechanical Peer Review	A	4.2, Exhibit D
§ 4.1.30	Code Consultant for Permitting	A	4.2, Exhibit D
§ 4.1.31	Graphic Design	A, O	4.2, Exhibit D
§ 4.1.32	Geotechnical Survey & Report	A	4.2, Exhibit D
§ 4.1.33	Hazardous Material Coordination	A	4.2, Exhibit D
§ 4.1.34	Travel to Other Projects	A	4.2, Exhibit D
§ 4.1.35	Special Inspections	A, O	4.2, Exhibit D
§ 4.1.36	Additional Design Services	A	4.2, Exhibit D

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.1 Programming: As a Basic Service, the Architect will work with University representatives to develop a space and functional programming study report for review and prioritization.

4.1.2 Multiple preliminary designs: As a Basic Service, the Architect will provide schematic design options as necessary to gain schematic design approval based on the approved program. Subsequent schematic design for a revised program will be an Additional Service.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

4.1.3 Measured drawings of Existing Buildings: As an Basic Service, the Architect will provide measured drawings confirming existing building dimensions and conditions. Any destructive testing and/or forensic work will be done on a cost basis under a Contract Allowance Expense.

4.1.4 Site surveys: As a Basic Service, the Architect will prepare a Request for Proposals for site survey work; send this RFP to a least three survey firms; coordinate bidding and awarding of the Work; coordinate Work performed by the selected firm; and incorporate the survey data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure survey services for existing facilities and the project site.

4.1.5 Site Evaluation and Planning: Included as a Basic Service

4.1.6 Building information modeling: Included as a Basic Service

4.1.7 Civil engineering: Included as a Basic Service

4.1.8 Landscape design: Included as a Basic Service

4.1.9 Architectural Interior Design: Included as a Basic Service

4.1.10 Value Analysis: As required, as a Basic Service, the Architect will participate in value analysis sessions with the Owner as necessary to determine design revisions or bid alternates needed to meet budget requirements

4.1.11 Detailed cost estimating: Included as a Basic Service. Professionally prepared cost estimates will include one each at the end of Schematic Design, Design Development, and 50% Construction Document phases. Estimates will also be provided as necessary for Value Analysis alternatives to inform design decisions needed to meet budget requirements.

4.1.13 Conformed Construction Documents, including pre-construction revisions and addenda are included as a Basic Service

4.1.15 As-Constructed Record Drawings: As a Basic Service, the Architect will receive and review for completeness the Contractor's submittal of as-constructed record drawings and will prepare project Record Drawings for the Owner's facilities management use.

.1 Record Drawings will incorporate information from the Contractor's Project Record Documents that include the original Contract Documents and Addenda as marked up by trade subcontractors, Change Orders and Change Order sketches issued by the Architect, and pertinent information from reviewed shop drawings.
.2 The Architect will provide the Owner with Record Drawings on both electronic and paper hardcopy media. Electronic media of Record Drawings shall be delivered in two formats: non-editable format for drawings that contain the Architect's title block, and editable, CAD-formatted files without the Architect's title block.

4.1.19 Coordination of Owner's consultants: Coordination of the Owner's commissioning agent and other consultants is included in the Basic Fee.

4.1.20 Telecommunication / Data Design: Locations of tele/date receptacles and central equipment are included as a Basic Service. As a basic service, Architect's RCDD shall work, in collaboration with the owner, to specify equipment, wiring, and network design.

4.1.23 Extensive environmentally responsible design: The project is to be designed and documented to generally comply with requirements for a "Gold" status in the LEED® rating system developed by the U.S. Green Building Council. It is the intent of the Owner to have the project certified upon completion.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

4.1.24 LEED Certification: Commissioning Services shall not be provided under this Agreement; the Owner shall retain a separate consultant for this work. As a basic service, Architect shall manage all aspects of LEED Certification process. All required LEED review and certification fees shall be charged as a Reimbursable Expense as covered in Exhibit D

4.1.27 Furniture, Finishing, and Equipment Design: As a Basic Service, in coordination with the Owner, the Architect will select and incorporate the selected furniture and equipment information in the floor plan layout and coordinate architectural and MEP components to allow maximum flexibility and functionality. As an Additional Service, the Architect will provide any additional FF&E design and administration for the project.

4.1.28 Envelope Peer Review: As a Basic Service, the Architect will prepare a Request for Proposals for envelope peer review and report, send this RFP to up to at least three qualified specialty firms, coordinate bidding and awarding of the Work, coordinate Work performed by the selected firm, and incorporate the review data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure envelope peer review services and report for the project.

4.1.29 Mechanical Peer Review: As a Basic Service, the Architect will prepare a Request for Proposals for mechanical peer review and report, send this RFP to up to at least three qualified specialty firms, coordinate bidding and awarding of the Work, coordinate Work performed by the selected firm, and incorporate the review data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure mechanical peer review services and report for the project.

4.1.30 Code Consultant for Permitting: Building code review is included as a Basic Service. As an Additional Service, the Architect will engage a code consultant to review plans and assist the Owner with obtaining any variances recommended by the Architect and agreed by the Owner.

4.1.31 Graphic Design: The Owner will provide graphic standards for building signage. As a Basic Service, the Architect will develop a wayfinding plan, and interior and exterior signage design package for the project.

4.1.32 Geotechnical Survey & Report: As a Basic Service, the Architect will prepare a Request for Proposals for site geotechnical survey work and report, send this RFP to up to at least three survey firms, coordinate bidding and awarding of the Work, coordinate Work performed by the selected firm, and incorporate the survey data into the project design plans. As a Contract Allowance Expense, and after approval by the Owner, the Architect will procure geotechnical survey services and report for the project.

4.1.33 Hazardous Material Coordination: As an Additional Service, the Architect will assist the Owner in coordinating hazardous materials survey and abatement services related to the project

4.1.34 Travel to Other Projects: Travel and subsistence expenses involved with visiting similar projects at other universities, above and beyond the one required visit, will be an Additional Service.

4.1.35 Special Inspections: The Owner will hire, through an allowance in the Contractor's contract, a technical construction testing agency. As a Basic Service, the Architect will perform special inspections as required by the Construction Documents specifications, and/or as required by governmental authorities having jurisdiction over the Project

4.1.36 Additional Design Services: See 4.3 Below.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, except that increases in the budget to allow for inflation shall not be considered a change in the budget;

.2 Extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research or energy modeling in addition to such services that are typical in designing to meet LEED® "Gold" building rating standards;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner except as noted in above Section 4.2 or as required to meet the approve project budget;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

.12 Additional Services itemized in Article 4.1

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; unless the changes are the result of errors, omissions, or discrepancies in the Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 90 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

.1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Weekly visits to the site by the Architect over the duration of the Project during construction or as necessary to resolve construction exigencies. Bi-weekly visits to the site will also be made by the project engineers during periods of construction when the engineers' specified Work is being installed.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

.3 Monthly visits to the site will be made by the Architect's Designated Project Representative to coincide with the review of the Contractor's applications for payment.

.4 Visits to the site during construction by the Principal/Partner in Charge shall be every other month, but not exceeding a total of six (16) visits.

.5 « Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.6 « Two » (« 2 ») inspections for any portion of the Work to determine final completion

.7 « Two » (« 2 ») inspections at Ten (10) months after final completion and associated report/punch list for any portion of the Work to determine as a final warranty review

§ 4.3.4 If the services covered by this Agreement have not been completed within « Sixty » (« 60 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Refer to Exhibit E as the baseline Project Schedule.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Architect, after approval by the Owner, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project as acceptable to the Owner; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based detailed cost estimating services at the intervals indicated in the approved project schedule.

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

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

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

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

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 The Owner may employ the services of an estimator, separate from the Architect's estimator, to assist in the evaluation of the budget and Cost of the Work. The Architect and Owner will share detailed estimating information in order to best refine and evaluate the information.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. These Instruments of Service shall be conveyed to the Owner in their original operative, editable, electronic form in order to allow for the Owner's integration of the date into URI's facilities management database. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

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

§ 8.1.3 The Architect and 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 of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« X »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other (Specify)

« »

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The parties shall share the arbitrator's fee and any filing fees equally but each party shall be responsible for its own counsel and witness fees which shall also not be included or made part of any arbitration decision or award.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes:

(1299335781)

on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 No arbitration arising out of or relating to this Agreement shall include, by consolidation or rejoinder 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, Architect, and any other person or entity sought to be enjoined. Consent to arbitration involving additional person or entity shall not constitute consent to arbitration or 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 parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4.2 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Rhode Island.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction. (Exhibit F)

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« See Exhibit D »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« At a negotiated fixed fee or hourly rates as listed in Exhibit D and agreed by both parties. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

« Work shall be invoiced using hourly rates identified in Exhibit D, not to exceed the allowances established for Additional Services in Exhibit D. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « five » percent (« 5 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Phase 1				
Pre-Design/Programming	« thirty-two »	percent (	« 32 »	%
Schematic Design Phase	« sixty-eight »	percent (	« 68 »	%)
Total Ph. 1 Basic Comp.	one hundred	percent (	100	%)
Phase 2				
Design Development Phase	« thirty »	percent (	« 30 »	%)
Construction Documents Phase	« fourty-five »	percent (	« 45 »	%)
Bidding or Negotiation Phase	« five »	percent (	« 5 »	%)
Construction Phase	« twenty »	percent (	« 20 »	%)
Total Ph. 2 Basic Comp.	one hundred	percent (	100	%)

§ 11.5.1 For each of the phases of the project, retainage shall be held equal to five percent (5%) of billings, excluding reimbursables, until project close-out. Project close-out is defined as when the Owner receives the certificate of occupancy and the "Record Documents".

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit D »

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

.1 Transportation and authorized out-of-town travel and subsistence, except travel to and from the Architect or the Architect's Consultants' offices to meet with the Owner in Kinston, RI, or to visit the construction site.

.2

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents provided to the Owner or Contractor(s) for review or construction bidding and administration; . Documents internal to the Architect's office and his consultants' are not reimbursable.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner above and beyond the four required as a basic service.
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Any other expenses directly related to the project and reasonably incurred after first receiving written approval by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent (« 0 » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« No charge »

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of « zero » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

per annum. As provided in accordance with provisions of the State of Rhode Island Prompt Payment Act.

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:
.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:
«Exhibit A. AIA Document B101-2007, Attachment A; "Initial Information" dated

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

Exhibit B. Project Site Location and Concept Plan dated _____
Exhibit C. Project Budget dated _____
Exhibit D. Architect's fees, reimbursables allowances, and rates for additional services dated _____
Exhibit E. Project schedule dated _____
Exhibit F. Design Services Matrix dated _____
Exhibit G. The University of Rhode Island's form of General Conditions of the Contract for Construction.»

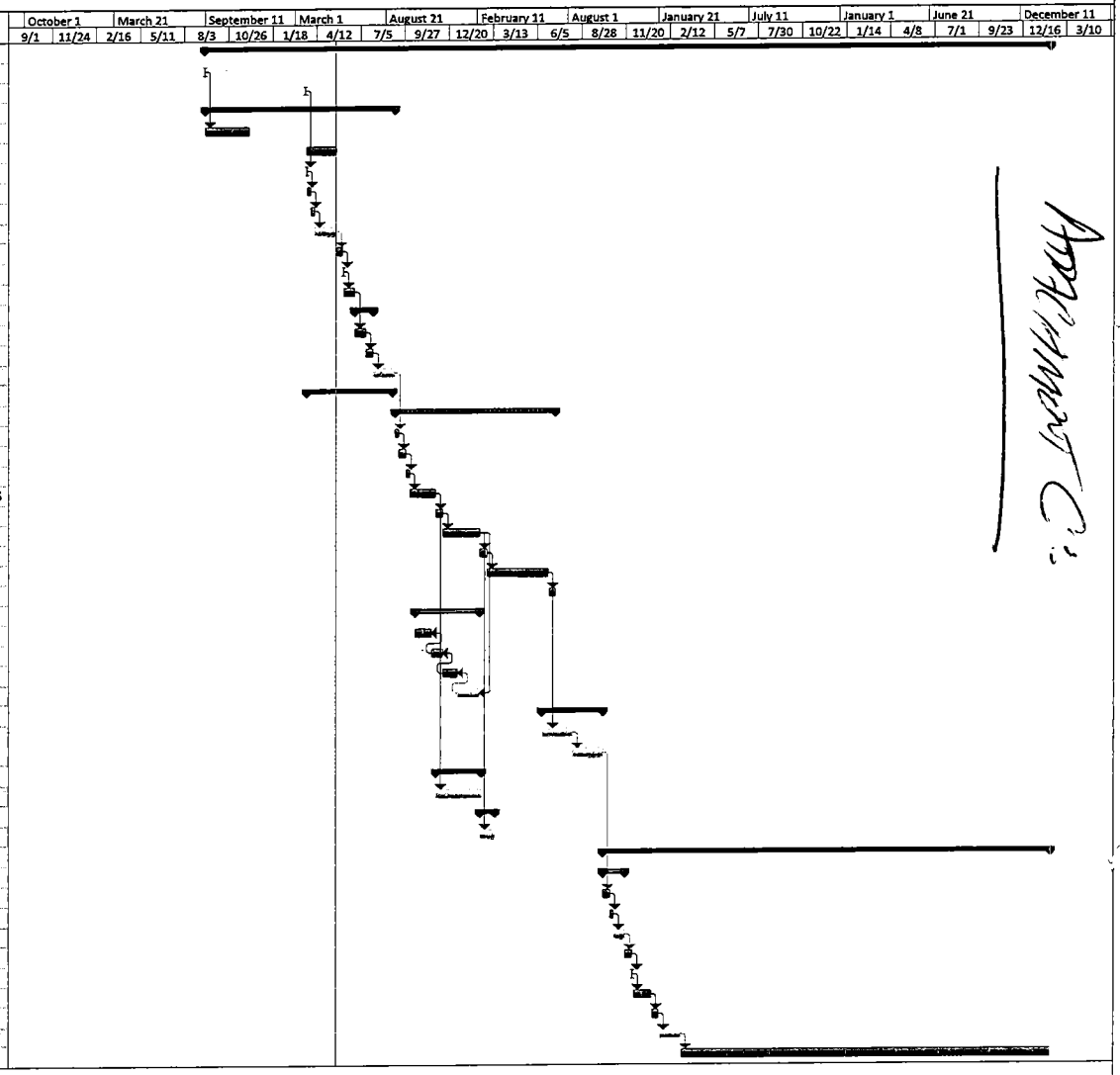
This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
« J. Vernon Wyman; »« Associate V.P. for Business Services »	«Name; Position, Firm Name »
(Printed name and title)	*(Printed name and title)*

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:48:20 on 10/03/2011 under Order No.7033601606_1 which expires on 08/20/2012, and is not for resale.
User Notes: (1299335781)

White Horn Brook Residence Housing

ID	Task Name	Duration	Predecessors	Start	Finish
1	**White Horn Brook Residence Housing**	**1152 days**		**Wed 9/10/14**	**Thu 2/7/19**
2	**Decision by Senior Leadership Team**	1 day		Wed 9/10/14	Wed 9/10/14
3	CFS established for Project	1 day		Fri 3/20/15	Fri 3/20/15
4	**A&E Project Assignment**	**258 days**		**Thu 9/11/14**	**Mon 9/7/15**
5	Develop RFLOI for Architectural Services	12 wks	2	Thu 9/11/14	Wed 12/3/14
6	**RFLOI Posted to State Purchasing Site**	**41 days**		**Mon 3/23/15**	**Mon 5/18/15**
7	CP&D Send RFLOI to OCP	1 day	3	Mon 3/23/15	Mon 3/23/15
8	OCP Process CR & Send RFLOI to URI Purchasing	1 wk	7	Tue 3/24/15	Mon 3/30/15
9	URI send RFLOI to State Purchasing	1 wk	8	Tue 3/31/15	Mon 4/6/15
10	State Purchasing Posts RFLOI on Website	6 wks	9	Tue 4/7/15	Mon 5/18/15
11	Public Notice and Proposal Solicitation	9 days	10	Tue 5/19/15	Fri 5/29/15
12	Pre-Proposal Meeting	1 day	11	Mon 6/1/15	Mon 6/1/15
13	Proposal Preparation Period	3 wks	12	Tue 6/2/15	Mon 6/22/15
14	**Review Proposals & Recommend Award**	**25 days**		**Tue 6/23/15**	**Mon 7/27/15**
15	Technical Review	3 wks	13	Tue 6/23/15	Mon 7/13/15
16	Interviews / Evaluation / Recommend Award	2 wks	15	Tue 7/14/15	Mon 7/27/15
17	Contract Negotiation / A&E Team Providing Docs / Issue PO	6 wks	16	Tue 7/28/15	Mon 9/7/15
18	**Design Owner's Representative Assignment**	**118 days**		**Mon 3/23/15**	**Wed 9/2/15**
29	**Architectural Design**	**219 days**		**Tue 9/8/15**	**Fri 7/8/16**
30	Kick-off Meeting with Occupants	1 wk	17	Tue 9/8/15	Mon 9/14/15
31	Project Programming	2 wks	30	Tue 9/15/15	Mon 9/28/15
32	URI Review and Approval	1 wk	31	Tue 9/29/15	Mon 10/5/15
33	**Schematic Design / Construction Budget**	**7 wks**	**32**	**Tue 10/6/15**	**Mon 11/23/15**
34	URI Review and Approval	2 wks	33	Tue 11/24/15	Mon 12/7/15
35	Design Development / Construction Budget	10 wks	34	Tue 12/8/15	Mon 2/15/16
36	URI Review and Approval	2 wks	35	Tue 2/16/16	Mon 2/29/16
37	**Construction Documents / Construction Budget**	**4 mons**	**36**	**Tue 3/1/16**	**Fri 6/24/16**
38	URI Review and Approval	2 wks	37	Mon 6/27/16	Fri 7/8/16
39	**Construction Owner's Representative Assignment**	**87 days**		**Fri 10/16/15**	**Mon 2/15/16**
40	Develop RFLOI & Send to MPA 430 Firms	1 mon	41SF	Fri 10/16/15	Mon 11/16/15
41	Proposal Preparation Period	3 wks	42SF	Mon 11/16/15	Mon 12/7/15
42	Review Proposals & Recommend Award	1 mon	43SF	Mon 12/7/15	Tue 1/5/16
43	Contract Negotiation / OPM Providing Docs / Issue PO	6 wks	35FF	Tue 1/5/16	Mon 2/15/16
44	**Permitting Approvals**	**84 days**		**Mon 6/13/16**	**Thu 10/6/16**
45	Final Code Review - State Fire Marshal	2 mons	37FS-10 days	Mon 6/13/16	Tue 8/9/16
46	Final Code Review - State Building Code Commissioner	2 mons	45	Wed 8/10/16	Thu 10/6/16
47	**DEM Review**	**63 days**		**Tue 11/24/15**	**Thu 2/18/16**
48	Submit Schematic Design Documents for Approval	3 mons	33	Tue 11/24/15	Thu 2/18/16
49	**Historic Review**	**21 days**		**Tue 2/16/16**	**Tue 3/15/16**
50	Submit Design Development Documents for Approval	1 mon	35	Tue 2/16/16	Tue 3/15/16
51	**Bid / Award / Construction**	**610 days**		**Fri 10/7/16**	**Thu 2/7/19**
52	**Bid Posting to State Purchasing Site**	**30 days**		**Fri 10/7/16**	**Thu 11/17/16**
53	OCP Process CR & Send Bid Documents to URI Purchasing	2 wks	46	Fri 10/7/16	Thu 10/20/16
54	URI Purchasing send Bid Documents to State Purchasing	1 wk	53	Fri 10/21/16	Thu 10/27/16
55	State Purchasing Posts Bid on Website	3 wks	54	Fri 10/28/16	Thu 11/17/16
56	Public Notice and Bid Solicitation	2 wks	55	Fri 11/18/16	Thu 12/1/16
57	Pre-Bid Meeting	1 day	56	Fri 12/2/16	Fri 12/2/16
58	Bid Preparation Period	5 wks	57	Mon 12/5/16	Fri 1/6/17
59	Review Bids & Recommend Award	2 wks	58	Mon 1/9/17	Fri 1/20/17
60	GC Provide Required Documentation / Issue PO	6 wks	59	Mon 1/23/17	Fri 3/3/17
61	Building Construction	24 mons	60	Mon 3/6/17	Thu 2/7/19



Project: White Horn Brook Apartments
Date: Mon 5/18/15

Project Summary — Summary — Task — External Tasks

WHITE HORN BROOK APARTMENTS
DESIGN SERVICES MATRIX
ATTACHMENT "D"

Description of Service	Ph. 1: Basic Service	Ph. 2: Basic Service	Additional Service	Provided by Owner	Provided by Others	Remarks
Architectural Design						
Functional Space Programming	X					
Multiple Preliminary Conceptual Designs	X					
Site Evaluation and Planning	X					
Measured Drawings of Existing Conditions	X	X				As required to accomplish project scope
Investigative Demolition for Measured Drawings			X			
Schematic Design	X					
Design Development		X				
Construction Documents		X				
Value Analysis	X	X				
Bidding or Negotiation Assistance		X				
Conformed Construction Documents		X				
Construction Administration		X				
Site Visits/Inspections		X				Refer to 4.3.3 of B101 for requirements
Special Inspections		X		X		Refer to 4.2 of B101 for requirements
Full Time Project Representation		Not Required				
Shop Drawing Review		X				
Evaluation of Substitutions		X				
Change Order Review		X				
Punch List Preparation		X				
Responding to Requests for Information		X				
Conformed Drawings by Architect		X				
Review of Contractors' Record Drawings		X				
Prep. for and Attendance at Regulatory Hearings		X				
CADD Plans of Existing Conditions	X	X				As required to accomplish project scope
Engineer and Consultant Coordination	X	X				
Presentation Models and Perspectives	X	X	X			Four (4) renderings incl. as basic service - additional as Contract Allowance
Fundraising Materials	X	X	X			Four (4) renderings incl. as basic service - additional as Contract Allowance
Extensive environmentally responsible design	X	X				
LEED Design	X	X				Filing fees as a Reimbursable Expense
BIM Services	X	X				
Engineers and Consultants						
Landscape Architect	X	X				
Geotechnical	X		X			Contract Allowance (Geotechnical Investigation & Report)
Asbestos/Lead Survey				X		
Civil Design	X	X				
Traffic		Not Required				
Structural	X	X				
Mechanical	X	X				
Electrical	X	X				
Plumbing	X	X				
Fire Protection	X	X				
Existing Facilities Survey		X				As required for demolition drawings
Cost Estimating and Cost Management	X	X				
Code Consultant	X	X	X			
Commissioning Agent		X		X		Review & Inclusion of Owner's Commissioning Agent's Documents
Building Envelope Peer Review		X	X			Contract Allowance (Envelope Peer Review)
Mechanical Peer Review		X	X			Contract Allowance (Mechanical Peer Review)
Air Entrainment Study for Exhaust		Not Required				
Information Technology (RCDD)		X		X		
Acoustical		X				
Audio / visual		X				
Lighting		X				
Security				X		
Interior Designer		X				
Specification Writer		X				
Signage and Graphics		X				
National Grid Technical Analysts		X				
HVAC System Commissioning		X		X		Coordination of MEP Engineers with Owner's Commissioning Agent as Basic Service
Engineers and Consultants Other Than Above			X			

WHITE HORN BROOK APARTMENTS
DESIGN SERVICES MATRIX
ATTACHMENT "D"

Description of Service	Ph. 1: Basic Service	Ph. 2: Basic Service	Additional Service	Provided by Owner	Provided by Others	Remarks
Interior Design and Furnishings						
Selection of Basic Architectural Finishes and Colors		X				
Preparation of Furniture vendor RFP		X				
Furniture and Furnishing Specifications		X				
Inventory of Existing Furniture		X				
Furniture Purchasing		X				
Site and Environmental						
Environmental Impact Study/Report	Not Required					
Site Survey	X		X			Contract Allowance (Site Survey)
Legal Description	Not Required					
Hazardous Materials and Air Quality						
Hazardous Material Management					X	
Asbestos/Lead Survey				X		Survey by Owner to be incorporated into CD's
Air Pollution / Air Quality Management	Not Required					
Construction Quality						
Testing					X	
Operation & Maintenance Manuals					X	
Preparation of Record Drawings		X			X	