



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**ADDENDUM # 2**

**11/20/2015**

**Solicitation RFQ #7550007**

***Title: URI Transportation + Parking Master Plan RFP***

**Submission Deadline: December 10, 2015 @ 11:00 am**

**Per the issuance of ADDENDUM #2 the following are noted:**

Additional paragraph to Section 4 – Scope of Services  
AIA B-101-2007 Agreement  
Pre-Bid Attendance Sheet

*Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.*

**Gary P. Mosca  
Senior Buyer**

URI Transportation + Master Plan RFP

Addendum #2

Date: November 20, 2015

RFP #7550007

URI Transportation + Parking Master Plan

Summary: Add the following paragraph to Section 4 – Scope of Services:

10. RI Nursing Education Center, Providence – Transportation and Parking Analysis

As a separate task and fee cost proposal item, assist the University of Rhode Island in transportation analysis and solicitation language on transportation and parking matters related to the new RI Nursing Education Center (RINEC) in Providence.

A. RINEC Providence Transportation Tasks: Deliverable by March 1, 2016

1. Develop a fixed route transportation system with schedules based on capacities and hours of operation for a shuttle bus system between multiple transit points within a three to five mile radius of the RINEC located at South Street Landing, Eddy Street, Providence, RI.
2. Provide a cost analysis for alternate projected routes developed in the shuttle system study.
3. Provide an analysis of the basic requirements for URI to operate its own dedicated shuttle bus system, including financial and operating costs.
4. Create a proposal request for competitive bidding through the State of Rhode Island, Department of Administration, Division of Purchases for vendors to provide and operate a shuttle bus system.

B. RINEC Providence Parking Tasks: Deliverable by March 1, 2016

1. Analyze commuter parking needs based on projected RINEC attendance. Verify estimated capacity of parking required to accommodate commuter students by analyzing conditions and conducting a market survey. Analyze potential surface parking sites for an assumed 400 parking spaces within a 5 to 10 minute shuttle trip time of the RINEC located at South Street Landing, Eddy Street, Providence, RI.
2. Create a proposal request for competitive bidding through the State of Rhode Island, Department of Administration, Division of Purchases for vendors to provide and operate surface parking lots in the assumed 400 car capacity range, for an initial term of less than five years.

Sub-consultants:

Identify any sub-consultants for the above described tasks that may differ from team members proposed for the RFP base services.

Schedule:

Provide a schedule in your proposal for the deliverable timeline for the requested services above independent of the services requested on the Kingston campus.

Fee Cost Proposal:

Submit an itemized cost proposal for tasks A and B distinct from the base comprehensive lump-sum fee proposal in the sealed envelope reserved for the Cost Proposal - separate from the Technical Proposal.

# DRAFT AIA<sup>®</sup> Document B101<sup>™</sup> - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the <> day of <> in the year <>

BETWEEN the Owner:

The State of Rhode Island acting by and through the  
Department of Administration Division of Purchases  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
(401) 574-8100 (telephone)  
(401) 574-8387 (facsimile)  
[www.purchasing.ri.gov](http://www.purchasing.ri.gov)  
and Rhode Island Council on Post Secondary Education  
560 Jefferson Boulevard, Suite 100  
Warwick, Rhode Island 02886  
(401) 456-6000 (telephone)  
(401) 732-3541 (facsimile)  
[www.ribghe.org](http://www.ribghe.org)  
on behalf of the User Agency

### THE USER AGENCY

(Name, address, telephone and facsimile numbers, and web address)

<The University of Rhode Island  
Kingston, Rhode Island 02881  
(401) 874-1000 >> >

and the Architect:

(Name, legal status, address, telephone and facsimile numbers, and web address)

<><>  
<>  
<>  
<>

for the following Project:

(Name, location and detailed description)

<>  
<>  
<>

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.



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### 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 in the following documents:

- .1 AIA B101 – 2007, Exhibit A, “Initial Information;
- .2 Project Budget dated \_\_\_\_\_;
- .3 Project Schedule dated \_\_\_\_\_; and
- .4 Cost Proposal dated \_\_\_\_\_.

:

*(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.)*

« »

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

§ 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, by mutual written agreement, the Owner and the Architect may 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: (i) this Agreement; and (ii) the Request for Proposal issued by the Owner. No part of the professional services shall be performed by subconsultants or subcontractors without the Owner's prior written consent.

§ 2.2 The Architect shall perform its services consistent with professional standards of quality, 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative is:  
(Name, title, address and other information for the preferred methods of contact)

« »« »

§ 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 types and limits of insurance for the duration of this Agreement and shall provide the Owner with a copy of an endorsement and a certificate of insurance that names the Owner, the User Agency, the Board of Education, and the State of Rhode Island as "certificate holder" and as "additional insured" on an annual basis for the duration of this Agreement and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # (401) 574-8387 and must reference this Agreement and this Project.

- .1 Comprehensive or Commercial General Liability (including broad-form contractual liability and completed operations) with policy limits of not less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage.
- .2 Comprehensive Automobile Liability (including owned, hired, and nonowned vehicles) with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage.
- .3 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than \$1,000,000 per occurrence and \$1,000,000 per aggregate.
- .4 Architect's Professional Liability covering bodily injury and property damage due to the Architect's negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than \$2,000,000 per claim and in the aggregate, maintained during the term of this Agreement and for a period of 5 years after the completion of any and all of the Architect's Basic and Additional Services under this Agreement. Any retroactive date or prior acts exclusion to which such coverage is subject shall predate the date on which services hereunder are commenced and the date of this Agreement.

### 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 this Article 3 or in the Request for Proposal are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the User Agency, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner and the User Agency on a regular basis and as requested from time to time by the Owner and the User Agency.

§ 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 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 The Owner and the User Agency have provided the Project Schedule. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's and User Agency'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 and User Agency'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 and the User Agency, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's and User Agency's prior written 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, and comply with, applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner and User Agency 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 written 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 written 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 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 or appropriate, the Architect and its 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 written 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 written 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 written 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 Drawings 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, and fire protection systems, and 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 written approval. As necessary or appropriate, the Architect and its consultants shall participate in value engineering review meetings with the Owner.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written 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 written 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 of (1) bidding and procurement information that describes the time, place and conditions of bidding; (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 forms and documents supplied by the Owner.

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

§ 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 written 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, at the discretion and request of the Owner, in (1) obtaining either competitive bid proposals or negotiated bid proposals; (2) confirming responsiveness of bid proposals; (3) determining the successful bid 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 Intentionally omitted;
- .2 Intentionally omitted;
- .3 attending and participating in a pre-bid conference for prospective bidders; and
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Drawings and Specifications, and other Bidding Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and upon the prior written approval of the Owner, shall prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

## § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 participating in selection interviews with prospective contractors; and
- .2 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and upon the prior written approval of the Owner, shall prepare addenda identifying approved substitutions for distribution to all prospective contractors through the Owner's website.

## § 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 after the date of this Agreement, 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, with the prior written approval of the Owner, the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect and its subconsultants shall each visit the site as required in Section 4.3.3 and otherwise at intervals appropriate to the stage of construction 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 compliance with the Contract Documents and 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 and the User Agency informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the User Agency in writing (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.

§ 3.6.2.2 The Architect has the authority and responsibility 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 and responsibility 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 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 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, 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 rendered in good faith.

§ 3.6.2.5 The State Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws §§ 37-2- 1 et seq., 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 in writing to the Owner 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 shall provide prompt written notice to the Owner and the User Agency, however, if the Architect becomes aware of any error, omission, or inconsistency in

such submittals or information. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, 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. Requests for information shall include 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, and with the Owner's prior written approval, 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 written 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, with the Owner's written approval, 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 and User Agency 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 claims, liens, or bonds indemnifying the Owner against claims and liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner or the User Agency, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct two (2) meetings with the Owner and the User Agency to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Any services listed below that are specifically set forth in the Request for Proposal shall be deemed to be Basic Services for all purposes under this Agreement and shall not be deemed to be Additional Services, whether or not listed below, and shall not require additional compensation. The Architect shall provide the listed Additional Services not included in Basic Services only if specifically designated in the table below as the Architect’s responsibility, and as authorized in writing in advance by the Owner.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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)
.1 Programming (B202™-2009)		
.2 Multiple preliminary designs		
.3 Measured drawings		
.4 Existing facilities and site surveys		
.5 Site Evaluation and Planning (B203™-2007)		
.6 Building Information Modeling (E202™-2008)		
.7 Civil engineering		
.8 Landscape design		
.9 Architectural Interior Design (B252™-2007)		
.10 Value Analysis (B204™-2007)		
.11 Detailed cost estimating		
.12 On-site Project Representation (B207™-2008)		
.13 Conformed construction documents		
.14 As-Designed Record drawings		
.15 As-Constructed Record drawings		
.16 Post occupancy evaluation		
.17 Facility Support Services (B210™-2007)		
.18 Tenant-related services		
.19 Coordination of Owner’s consultants		
.20 Telecommunications/data design		
.21 Security Evaluation and Planning (B206™-2007)		
.22 Commissioning (B211™-2007)		
.23 Extensive environmentally responsible design		
.24 LEED® Certification (B214™-2012)		
.25 Fast-track design services		
.26 Historic Preservation (B205™-2007)		
.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		
.28 Envelope Peer Review		
.29 Mechanical Peer Review		
.30 Code Consultant for Permitting		
.31 Graphic Design		
.32 Geotechnical Survey & Report		
.33 Hazardous Material Coordination		
.34 Travel to other projects		
.35 Additional Design Services		

§ 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.

§ 4.3 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.

§ 4.3.1 Upon recognizing the need to perform the following 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, provided, however, that increases in the budget to allow for inflation shall not be considered a changed in budget;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .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 proposal requests proposed by the Owner;
- .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;
- .11 Assisting the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall promptly notify the Owner of the need for the following Additional Services, and explain the facts and circumstances giving rise to the need, and shall proceed with the Additional Services upon written approval from the Owner. 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 substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .5 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 the Construction Phase Services below. Construction Phase Services exceeding the limits set forth below shall be 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 and as necessary to resolve construction exigencies, and visits every two (2) weeks to the site by the Project engineers during any installation of their portion of the Work.
- .3 «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
- .4 «two» ( «2 » ) inspections for any portion of the Work to determine final completion
- .5 «two» ( «2 » ) inspections within twelve (12) months, as directed by the Owner, following Final Completion to determine punch list and warranty compliance.

## 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 and User Agency's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 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. The Owner's representative is: *(Name ,title, address and other information for the preferred methods of contact)*

« »« »

§ 5.3.1 The User Agency shall identify a representative authorized to act on the User Agency's behalf with respect to the Project. The User Agency's representative is: *(Name ,title, address and other information for the preferred methods of contact)*

« »« »

§ 5.4 In accordance with Section 4.1 and Section 4.2, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information 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 In accordance with Section 4.1 and Section 4.2, the Architect 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 Architect, if requested by the Owner, shall coordinate the services of the Owner's 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.

§ 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.

§ 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.

§ 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 best 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 bid proposals 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 The Architect shall provide detailed cost estimates of the Cost of the Work at the intervals specified in the Project Schedule. In preparing estimates, the Architect shall be permitted to include cost allocations for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction will 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, as necessary, alternate bids to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 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 responsive bid proposal 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.

§ 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 also engage the services of an estimator to assist in the evaluation of the Owner's budget and the Cost of the Work. The Architect and the Owner will exchange and reconcile the detailed information of their estimators to refine and confirm the Owner's budget and the Cost of the Work.

## 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 perpetual license to use the Architect's Instruments of Service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work described therein, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. These Instruments of Service shall be conveyed to the Owner in their original operative, editable, electronic form in order to allow the Owner's integration of the data into the Owner's or User Agency's facilities management database. 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 Upon full payment of all sums due the Architect under this Agreement, the latest original Drawings, Specifications, and latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information in them in the normal course of the Architect's professional activities. Reuse on other projects without the Architect's professional involvement will be without liability to the Architect on such other projects. In the event the Owner uses the Instruments of Service without retaining, directly or indirectly, 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 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 Architect waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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.

§ 8.1.3 The Architect waives consequential damages for Claims, disputes, or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination of this Agreement.

§ 8.1.4 The Architect shall indemnify and hold the Owner, the User Agency, their affiliates, and their officials, employees, and agents, harmless from and against damages, losses, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the acts or omissions of the Architect, its employees, and its consultants in the performance of professional services under this Agreement.

§ 8.1.5 The Owner shall have the right to deduct from any payments due to the Architect the amount of any unpaid obligations owed to the State of Rhode Island by the Architect, including without limitation, any and all unpaid taxes, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 8.1.6 The Owner shall have the right to deduct from any payments due to the Architect the amount of any claim against the Architect arising out of this Agreement or on account of any other reason.

### § 8.2 INITIAL DECISION

§ 8.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 8.2. An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.

§ 8.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 8.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 8.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 8.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the terms of this Agreement. The initial decision shall be final and binding unless either party pursues mediation pursuant to the provisions of Section 8.3.

### § 8.3 MEDIATION

§ 8.3.1 The Owner and the Architect shall use their best efforts to resolve any Claim, dispute, or other matter in question arising out of or related to this Agreement not resolved by the provisions of § 8.2 by mediation as a condition precedent to binding dispute resolution. Either party may, within 30 days from the date of an initial decision, apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator and any filing fees shall be borne equally by all of the parties.

§ 8.3.2 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.

### § 8.4 ARBITRATION

§ 8.4.1 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 the method of binding dispute resolution determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq., the “Administrative Procedures Act,” R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations.

§ 8.4.1.1 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 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.

§ 8.4.2 The requirement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.4.3 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.

### § 8.5 CONSOLIDATION OR JOINDER

§ 8.5.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.5.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any Claim, dispute or other matter in question not described in the written consent.

§ 8.5.3 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. The Project may be suspended by the Owner as provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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 written notice to the Architect for the Owner's convenience and without cause. This Agreement may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed and Reimbursable Expenses incurred prior to termination.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement is subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this Agreement by this reference. In the event of any conflict between this Agreement and the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control. The Architect hereby consents to and confers exclusive personal jurisdiction upon the courts of the state of Rhode Island and of the federal government sitting within this state.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 This Agreement shall be binding on the Architect and its successors and assigns and legal representatives; provided, however, that the Architect may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates shall be submitted to the Architect for review a reasonable time prior to the requested dates of execution.

§ 10.5 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any other 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 of the specific information considered by the Owner to be confidential or proprietary.

§ 10.8 The Architect shall maintain the confidentiality of information designated by the Owner as confidential to the Owner, shall disclose such information only to those employees, consultants, and contractors who need to know such information to perform their services for the Project, and shall require the Architect's employees and consultants to execute and deliver similar agreements to be bound by the provisions of this § 10.8.

§ 10.9 Pursuant to the provisions of R.I. Gen. Laws § 34-28-31, liens against the Project are not enforceable.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as set forth in the Cost Proposal Exhibit.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as set forth in the Cost Proposal Exhibit.

§ 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 at the hourly billing rates set forth in the Cost Proposal Exhibit.

§ 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:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Bidding or Negotiation Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 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 in the Cost Proposal Exhibit.

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses shall be reasonable and 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 for travel to and from the Architect's offices or the Consultant's offices, to meet with the Owner at one of its principal locations, the User Agency, or to visit the Project site; Travel Reimbursable Expenses are subject to the limitations established from time to time for state employees by the Rhode Island Department of Administration Office of Accounts and Control.
- .2 Intentionally omitted.

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents provided to the Owner and/or Contractor(s) for review, bidding, and construction administration;
- .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 in excess of the requirements in the Solicitation;
- .8 Intentionally omitted.
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the exact expenses incurred by the Architect and the Architect's consultants.

#### § 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 not pay a licensing fee for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

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#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 No initial payment shall be made upon execution of this Agreement.

§ 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. No interest shall be due or payable on account of any payment due or unpaid except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 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.

§ 11.11 Retainage in the amount of 5% of any amount otherwise due the Architect hereunder, excluding reimbursable expenses, shall be retained until the close-out of the Project.

#### ARTICLE 12 INTENTIONALLY OMITTED

#### 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 and any conflicts or ambiguities among the provisions of these documents will be interpreted in the following order of priority:

:

- .1 The Purchase Order issued by the Owner
- .2 «Solicitation # \_\_\_\_\_ issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms) »

.3 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as modified herein.

.4 The Architect’s Response to the Solicitation, including without limitation, the Bidder Certification Cover Form, the Technical Proposal, and the Cost Proposal

.5 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner.

.6 The documents listed in Section 1.1.

This Agreement entered into as of the day and year first written above. The person signing for the Architect below represents that he or she has been duly authorized to execute this Agreement on behalf of the Architect.

OWNER

RHODE ISLAND COUNCIL  
ON POST SECONDARY EDUCATION

ARCHITECT

\_\_\_\_\_  
(Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)



**"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

**BID NUMBER:** 7550007  
**BID TITLE:** URI Transportation + Parking Master Plan  
**PRE-BID DATE AND TIME:** 11/19/2015 @ 10:00 am

**Purchasing Representative:** Gary P. Mosca  
**Mandatory Pre-bid START TIME:** 10:00 AM  
**Mandatory Pre-bid END TIME:**

COMPANY/NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER AND FAX NUMBER	PROPOSAL SUBMITTED FOR Purchasing Use Only
1 State of Rhode Island	Gary P. Mosca	<i>[Signature]</i>	One Capitol Hill, Providence, RI 02908	gary.mosca@purchasing.ri.gov	401-574-8124 / Fax 401-574-8387	
2 <i>Philip Fuso's Drinkwaterhoff</i>	Philip Fuso	<i>[Signature]</i>	300 myles I Standish, 816 Tower, MA	psmith@memakonassociates.com	508 923-2245 401 944-0223	
3 Memakon Associates	Robert A Smith	<i>[Signature]</i>	1160A P. ST. PROVIDENCE, RI 02903	jwanat@vhb.com	401-454-2013	
4 NHB	Joe Wanst	<i>[Signature]</i>	2350 POST RD WARRICK, RI 02886	STEVEN.BAKER@STEREONK.BEAL.COM	401-773-7880	
5 STERRE ENGINEERING	STEVEN BAKER	<i>[Signature]</i>	440 George Washington Ln, Lincoln, RI 02865	tbryant@bryant-engineers.com	401-534-1063	
6 Bryant Associates, Inc	Todd Bryant	<i>[Signature]</i>	223 S MAIN AVE CRAWFORD, MA 01024	whairmarke@landmarkdesign.com	401 515-8800	
7 GDI	Heather Heimard	<i>[Signature]</i>	10 ORMS ST PROVIDENCE, RI 02904	robert.wright@communication	401 854-2821	
8 ALECOM	BOB WRIGHT	<i>[Signature]</i>	106 Longwater Dr. Norwell, MA	Jason.Bianco@signetgroup.net	781-883-8624	
9 Signet Electronics	Jason Bianco	<i>[Signature]</i>	3296 POST ROAD, SUITE 22 WARRICK, RI 02886	nicholas.zagerman@gmail.com	401 500 6448	
10 <i>WARRICK ASSOCIATES LLC</i>	NICHOLAS ZAGERMAN	<i>[Signature]</i>	299 Broadway, St 900 New York, NY 10007	jcarluccio@saritgaassociates.com	212-260-0250	
11 Saratoga Associates	John J. Carluccio	<i>[Signature]</i>	829C POST RD STE 2C WARRICK, RI 02886	emp@landscapeelementsllc.com	401-921-2447	
12 LANDSCAPE ELEMENTS LLC	ELANA POCARZELLA	<i>[Signature]</i>	150 CHESTNUT STREET, PROVIDENCE, RI	ajannucci11@aol.com	401-383-4950	
13 Birchwood Group	ASHLEY LANOCCILLI	<i>[Signature]</i>	10 TENANT ST, 02908 PROVIDENCE, MA 02908	loranwood@lanogroup.com	617-778-4832	
14 DESMURD	ANDREW HUI	<i>[Signature]</i>	80 FOREST ST. PROVIDENCE, RI 02906	melissa@searledesigngroup.com	401-272-5783	
15 SEARLE DESIGN GROUP	MELISSA BAUER	<i>[Signature]</i>				



**"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID NUMBER: 750007  
 BID TITLE: URL Transportation + Parking Master Plan  
 PRE-BID DATE AND TIME: 11/19/2015 @ 10:00 am

Purchasing Representative: Gary P. Mosca  
 Mandatory Pre-bid START TIME: 10:00 AM  
 Mandatory Pre-bid END TIME: 5:45 AM

COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER AND FAX NUMBER	PROPOSAL SUBMITTED FOR Purchasing Use (Only)
1 State of Rhode Island	Gary P. Mosca		One Capitol Hill, Providence, RI 02908	gary.mosca@purchasing.n.gov	401-574-8124 / Fax 401-574-8987	
2 Howard Stein Hudson	Stacy Levin Hudson	[Signature]	11 Beaman St, Boston 25 WASHINGTON ST BOSTON	stevlin@hshassoc.com vegas@hudsonassoc.com	602-821-1256 617-536-0360	
3 VESNA KADAVIC	HARRISON DESJARDIN HARRISON	[Signature]	25 WASHINGTON ST BOSTON	VEN@HARRISON-DESJARDIN.COM	617-586-0360	
4 Gordon R. Archibald, Inc.	Joe Giordano	[Signature]	200 Main St Providence RI 02908	giordano@archibald.com	401-226-4084	
5 VERA WATERMAN	MICHAEL DOWNER	[Signature]	7 Central St. Providence RI 02907	mid@vwater.com	401-274-1360	
6 PAUL BERGERON	John Sheelin	[Signature]	8 Blackstone Valley Pl Lincoln, RI 02865	jsheelin@pqcetor.com	401.334.4100	
7 BETA GROUP, INC	KEVIN AGUIAR	[Signature]	6 Blackstone Valley Pl Lincoln, RI 02865	kguiar@beta-inc.com	401-333-2302 401-333-1974	
8 PAUL CORPORATION	Scott Ludgren	[Signature]	8 Blackstone Valley Pl Lincoln, RI	sludgren@paulcorp.com	401-334-4100	
9	Nathan Kelly	[Signature]	25 Dorrance St Providence	nkelly@kshelton.com	401-272-1717	
10	Tom Yardley	[Signature]	77 Franklin St Providence	tyardley@nlsnygard.com	781-987-4333	
11 Nelson/Nygaard						
12						
13						
14						
15						