



Solicitation Information
12 Feb 08

LOI # 7065823

TITLE: Dormitory Design & Construction Management Services - URI

Submission Deadline: 11 March 08 @ 11:00 AM (Eastern Standard Time)

PRE-BID/ PROPOSAL CONFERENCE: Yes Date: 25 Feb 08 @ 1:00 PM (EST) Mandatory: Yes Place: Alumni Center Conference Room, University of Rhode Island, Kingston, RI

SURETY REQUIRED: No

BOND REQUIRED: No

Jerome D. Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems

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

NOTE TO VENDORS:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Letters of Interest are hereby solicited for architectural engineering services for New Residence Halls at the University of Rhode Island, Kingston, R.I., in accordance with the terms of this solicitation and the States General Conditions of Purchase (available at www.purchasing.ri.gov)

This is a Letter of Interest, not an Invitation for Bid; responses will be evaluated on the basis of relative merits of the qualifications submitted, including the proposed fees. There will be no public opening and reading of responses receiver by the Division of Purchases pursuant to this Request, other than to name those firms who have submitted proposals.

REQUIREMENTS OF THE PROPOSED PROJECT ARE: Provide architectural and engineering services including, but not limited to, property survey; building programming; project design and engineering; interior design services; construction document preparation; cost estimating; bidding phase services; construction administration through project close out; and provision of complete “as built” documentation.

Scope of work for this project may be obtained through internet access to the Rhode Island Division of Purchases Home Page at <http://www.purchasing.ri.gov> or may be picked up in person at the Department of Administration, Division of Purchases, One Capitol Hill, second floor, Providence RI ., between the hours of 8:30 am and 3:30 pm Monday through Friday. Respondents are advised that they must download and submit the three-page Bidder Certification Cover Form with their submittal.

Persons or firms practicing Architectural and/or Engineering Services in the State of Rhode Island must possess a proper registration and Certificate of Authorization 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 behind the front page of each copy of the Proposal.

An offeror who does not have a current Rhode Island Certification of Authorization for the firm and current Rhode Island registration(s) must acknowledge non-compliance with this requirement and confirm in writing that, if selected for the project, will expedite acquisition of a Rhode Island registration(s) and Certificate of Authorization(s), the attainment of which will be required before an award will be made. The letter of acknowledgement must be included behind the front page of each copy of the Proposal.

The Board of Design Professionals can be contacted as follows:

Board for Design Professionals
One Capitol Hill (2nd Floor)
Providence, RI 02908-5860

Tel: 401-222-2565
Fax: 401-222-5744
Website: 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), or, in absence of these documents, to acknowledge need to acquire them prior to award if selected.

A mandatory pre-proposal conference will be held at:

Date: 25 Feb 08
Time: 1:00 PM EST
Place: Alumni Center Conference Room
(See directions below)

Agency Contact: Thomas Frisbie-Fulton
Director, Capital Planning & Design
210 Flagg Road, Suite 207
Kingston, R.I. 02881
tfrisbie@uri.edu
Phone: 401-874-9463
Fax: 401-874-5959

Individuals requesting service for the hearing impaired must notify 48 hours in advance of the conference date at 401-254-1345.

Directions to the URI Alumni Center

From the north, take I-95 South to Exit 9 (Route 4 South) in RHODE ISLAND, follow Route 4 to Route 1 South. Stay on Route 1 until the intersection of Route 138 West. Route 138 West will bring you to the University.

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

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

We suggest that you enter the University campus at the junction of Route 138 and Upper College Road, at the traffic light. You will find the campus Information Center on your right after the first intersection on Upper College Road. The Information Center will provide a visitor's parking pass and directions for parking. A detailed map of the campus is also available. The Information Center is open Monday through Friday from 8 a.m. to

4 p.m., on Saturdays from 10 a.m. to 2 p.m., and at other times by special arrangement. If you have special needs, please alert the Information Center by calling 401-874-2133.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

- Potential offerors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 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 Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. The “Official” time clock is in the reception area of the Division of Purchases.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This will be a requirement only of the successful bidder (s).
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- Utilization of Minority Business Enterprises as certified by the RI Minority Business Enterprise Compliance Office is a requirement. This is pursuant to RIGL § 37-14.1-6 which states that, "Minority business enterprises **shall be included in all procurements and construction projects** under this chapter and **shall be awarded a minimum of ten percent (10%) of the dollar value** of the entire procurement or project." The director of the department of administration is further authorized to establish by rules and regulation formulas for giving minority business enterprises a preference in contract and subcontract awards. The responsibility for determining whether or not there is compliance as it relates to the utilization of Minority is vested in the MBE Office and they can be reached 401-574-8253. The website is www.mbe.ri.gov
- Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI
- **Equal Employment Opportunity (RIGL 28-5.1)**
§ 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 in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090

Respondents shall submit one (1) original and eight (8) copies of the RFP, a Technical Proposal and a Cost Proposal in a separate, sealed envelope labeled with the firm name and marked: "LOI # 7065823- University of Rhode Island" and mail or hand deliver to the following address.

DEPARTMENT OF ADMINISTRATION
 DIVISION OF PURCHASES
 ONE CAPITOL HILL, PROVIDENCE, RI 02908

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening fir any cause will be determined to be late and will not be considered. Proposals emailed, or faxed, to the Division of Purchases will not be considered.

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

clearly in consideration for award. The Technical Review Subcommittee will present the written findings including the results of all evaluation, to The State's Architect/Engineer and Consultant Services Selection Committee, which will recommend three finalists to the director of the Department of Administration who will make the final selection for this assignment.

Responses should include the following:

1. A completed and signed three-page RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov
2. A Cost Proposal reflecting the hourly rate, or other fee structure, proposed for this scope of services
3. A *separate* Technical Proposal describing the qualifications and background of the applicant and experience with similar programs, as well as the work plan or approach proposed for this requirement. Standard Forms 254 and 255, as well as other details including personnel, experience, and qualification data are required.
4. A completed and signed W-9 (taxpayer identification number and certification). Form is downloadable at www.state.ri.gov.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom or Diskette). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD or diskette should be included in the proposal marked "original".

The University of Rhode Island

Request for Proposal New Residence Halls

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Attachment B - URI Standard Form of Agreement between Architect and Owner

I. MISSION 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. Embracing Rhode Island's heritage of independent thought, we value:

- Creativity and Scholarship
- Diversity, Fairness, and Respect
- Engaged Learning and Civic Involvement
- Intellectual and Ethical Leadership

II. 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 eight years successfully executing stage one of these renovations and 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. Consistent with the above recommendations, this 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 completed in most of URI's first year residence halls, and with the concurrent completion of 800 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.

IV. SCOPE OF PROJECT

The project will involve the development of two sites, executed in two phases. Please see the enclosed conceptual site plan for reference:

Phase I - Baird Hill Residence Hall & New Adams Hall: This phase of the project will involve the demolition of four existing apartment buildings and the construction of two new residence halls designed to house approximately 600 undergraduate students. The new halls will be located (1) in the area of the existing Terrace Apartments and (2) west of the existing Adams Hall. The intended occupancy is first and second-year students. Subject to programming phase decisions, the new halls will likely contain a mix of single and double rooms, with sets of rooms sharing a common bathroom. The halls will also contain student activity spaces and offices for Housing & Residence Life, but no food service facilities.

As part of Phase I, the design team will provide the design development plans for the extension of College Road to connect with Baird Hill Road and Fraternity Circle. The completion of the construction documents and execution of this road construction are not part of the current scope of work but may be added as an additional service to the A/E's scope at a later date.

The total project construction budget for Phase I is approximately \$50 million inclusive of demolition, site development, and new construction. Additionally, the road work portions of the project has a construction budget of approximately \$1.5 million.

Phase II – Adams Hall Replacement: located in the area of the existing Adams Hall. This new residence hall will also be designed to accommodate first and second-year students and provide approximately 250 beds in a similar arrangement as described for Phase I. It is envisioned that this Phase II structure will connect directly to the New Adams Hall built in Phase 1 and share common facilities and building systems with this wing. Phase 2 will involve the demolition of the existing Adams Hall and the redevelopment of the existing service road and parking lot in this area.

The total project construction budget for Phase II is approximately \$21 million, inclusive of demolition, site development and new road works.

V. DESIGN PARAMETERS

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

- Site & Landscaping: All site work associated with the new residence hall will be part of the scope of this design. This includes plazas, access drives, loading areas, walks, landscaping, site lighting, site utilities and any on-site convenience parking.
- Utilities: The utilities to service the new building are included in this project. These include campus water, sewer, electrical, telephone/data, and steam from underground service points within 300 feet of the proposed new buildings.
- Architectural Issues: The new buildings will be no higher than four stories at the main entrance level. The exterior of the new buildings should be designed to respect the general exterior building materials of the residential Hillside Precinct, however, the architectural style of the new buildings is expected to be unique from the previous stage one renovations of the neighboring residential buildings.
- LEED®: The projects are to be designed and documented to achieve a “Silver” status in the LEED® rating system developed by the U.S. Green Building Council. It is the intent of the university to have these projects certified upon completion, however, any A/E services related to the preparation of the USGBC application for certification and its back-up materials are not included in this RFP.

V. DESIGN PROCESS EXPECTATIONS

- Pre-Design Efforts – The selected firm will begin the project by working with the building committee to establish a program for both of these URI new residence hall projects. As part of this process, the consultant will provide research findings showing current university residence hall “best practices” utilized at other higher education institutions with regard to square footage needs, amenities, building efficiency factors, and costs. This effort will conclude with conceptual design alternatives, documentation of the programmatic study, and recommendations regarding project budget allocation.
- Design documentation is to include the following phases: Schematic Design, Design Development, and Construction Documents.
- The selected firm will coordinate design development with the university’s residence hall and facilities operations staff, safety and risk-management personnel, engineers, and other stakeholders in the project.
- The selected A/E team is required to include the following specialty firms or personnel:
 - An academic housing specialist design firm with at least 8 years project experience with the successful completion of at least 8 separate housing projects.

- A landscape architect and civil engineer familiar with RIDEM requirements and processes.
- Civil, structural, mechanical, electrical, plumbing/fire protection (MEP/FP) consultants; and an audio visual, cable TV, telephone and data engineer.
- An independent cost consultant experienced in the Rhode Island construction market.
- A building code expert with Rhode Island project experience.
- An interior designer experienced with R.I. state government agency projects.
- o The selected firm will assist URI in developing a scope of services for the Geotechnical Engineer and assist the Owner in the selection process.
- o At this point, the University intends to contract with a Construction Manager to assist with this project and join the project team no later than the beginning of the Design Development stage of the project.
- o An independent commissioning agent will be retained by URI. As part of the A/E's work, the selected firm will be required to coordinate with the commissioning consultant and the selected MEP & Fire Protection design consultants.
- o The Scope of Work required of the Architect and the Architect's Project Team is further described in the "University of Rhode Island Agreement Between Owner and Architect", a copy of which will be available at the pre-proposal conference or as requested by the respondents.

VI. SCHEDULE

The University wishes to design, bid and construct the projects within the following schedules beginning February 2008:

Phase 1: Within 41 months; opening summer 2011.

Phase 2: Within 53 months; opening summer 2012.

VII. PRELIMINARY PROJECT CONSTRUCTION BUDGET

Subject to refinement during programming, the project construction budgets, including site works, utilities connections, general conditions and contingencies are:

Phase 1: \$51.5 million including new roads

Phase 2: \$21 million

VIII. CONTENTS OF WRITTEN PROPOSAL

A. Proposals must include the following:

(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 State. The letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment.

(2) A separate Technical Proposal describing the background, qualification, and experience with and for similar programs, as well as the work plan or approach proposed for this requirement. The Technical Proposal must contain the following sections:

Executive Summary:

- The Executive Summary is intended to highlight the contents of the Technical Proposal I and to provide State evaluators with a broad understanding of the offeror's technical approach and availability.

Offeror's Organization and Staffing:

- Provide the organization plan. Include identification of all staff and proposed consultants and outline the duties, responsibilities, and the concentration of effort that apply to each. Provide a résumé or statement of prior experience and qualification for each key team member.
- Teams are encouraged to include significant contributions by architectural firms and engineers with offices in Rhode Island.
- Submitting firms are strongly encouraged to include Rhode Island registered minority or woman owned business enterprises as part of their proposal.

Architectural Qualification Statement

- The design team prime consultant shall submit a completed SF 254 and 255. Include any relevant additional marketing/supporting material, which will assist us in determining the team's eligibility to receive the commission for this project.

Previous Experience

- Please describe similar and recent design experience on similar projects at a minimum provide:
 - Name of project and brief description
 - Owner's representative and telephone number
 - Construction cost of the project
 - Number of student beds and square feet per bed
 - Completion date
 - Principal-in-Charge and Project Architect

(3) A Cost Proposal reflecting the fee structure proposed for this scope of services. You are encouraged to provide as much detail as possible to explain your proposed fee. Please include hourly billing rates to be used when invoicing optional additional services.

Rates for each of the applicable job classifications within your firm should be provided. Billing rates from consultants should also be provided in a similar form. Also include as part of your proposal a list of expected types of reimbursable expenses and an estimate of their total anticipated cost.

Outlined below is the minimum required breakdown of design fees.

- Schematic Design Phase Fee for each Phase 1 & 2.
- Design and Bid Phase Fee for each Phase 1 & 2.
- Construction Administration and Project Closeout Fee for each Phase 1 & 2.
- Total Fee of all Phases
- Anticipated Reimbursable Expenses for each Phase 1 & 2.

IX. DESIGN TEAM SELECTION PROCESS

The University of Rhode Island New Residence Hall Building Committee plans to select a firm through a quality based selection process.

40% Demonstrated relevant design talent and project experience

30% Team composition and qualifications

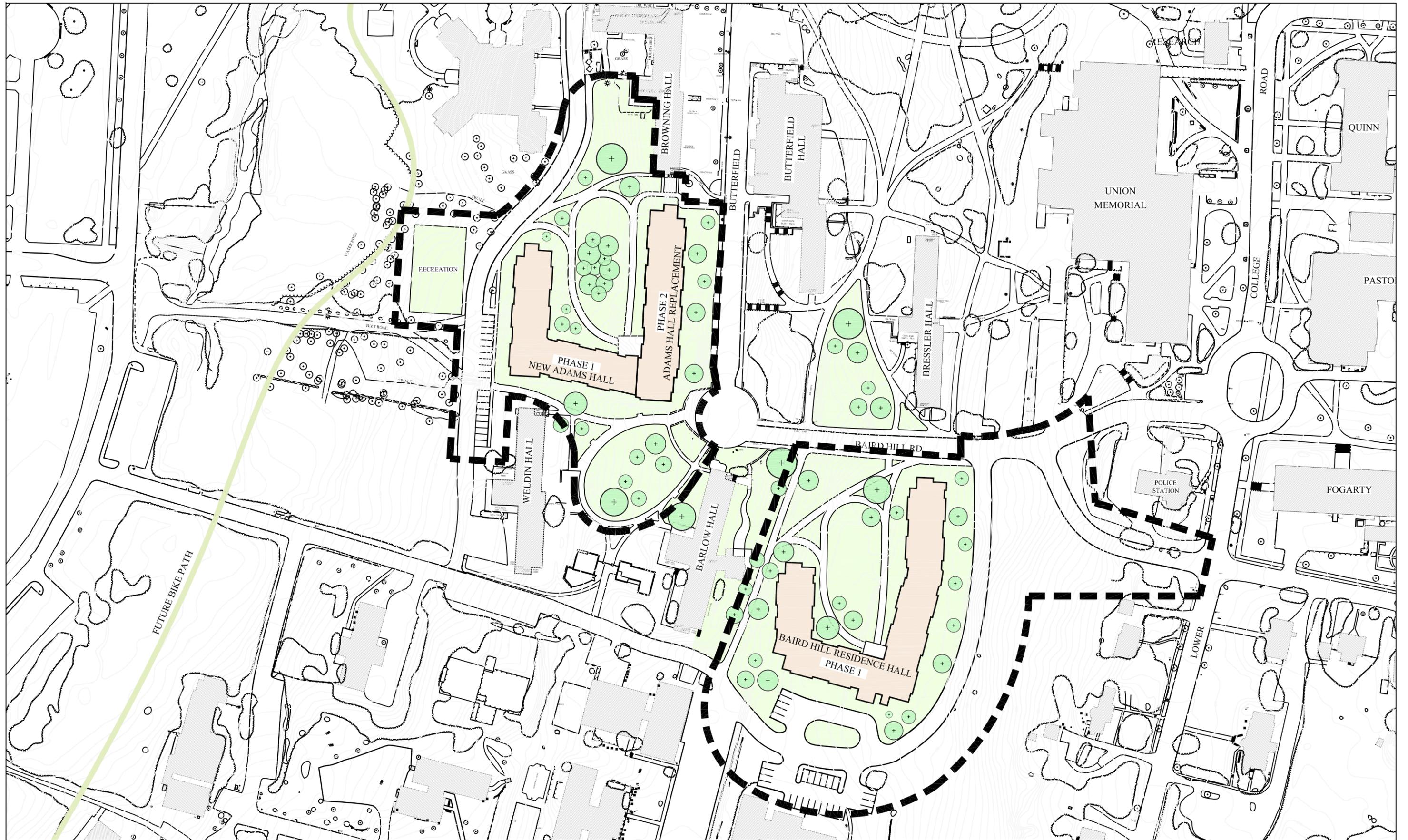
10% References

20% Business proposal, including proposed fees

The committee will review the proposals and select 2-3 firms to participate in on-campus interviews. Upon completion of the interviews, the committee will check references and grade the firms under a point system grading the Technical Proposal and interview information.

After the above grading of firms, the committee will then factor in the information contained in the business and fee proposals and make recommendations to the State A/E/C Services Selection Committee.

- End -



Site Location Map and Concept Plan

ATTACHMENT B

UNIVERSITY OF RHODE ISLAND AGREEMENT BETWEEN OWNER AND ARCHITECT DATE

TABLE OF ARTICLES

- 1.1 Initial Information
- 1.2 Responsibilities of the Parties
- 1.3 Terms and Conditions
- 1.4 Scope of Services and Other Special Terms and Conditions
- 1.5 Compensation
- 2.1 Project Administration
- 2.2 Supporting Services
- 2.3 Evaluation and Planning Services
- 2.4 Design Services
- 2.5 Construction Procurement Services
- 2.6 Contract Administration Services
- 2.7 Schedule of Services

AGREEMENT made as of the **XX**th day of **XX** in the year **2008** **BETWEEN** the “**Owner**,” RI Board of Governors for Higher Education, 301 Promenade Street, Providence, RI 02908 and the “**Architect**,” **(NAME OF ARCHITECT)** , **(address)** , for the “**Project**,” **(Name and address of New Building)**. The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This agreement includes the following information and assumptions:

1.1.1.2 The services for the Project, as defined under this Agreement will be provided as described below.

Describe services to include programming and schematic design, design development, construction documentation, bidding and negotiation, and construction administrative services.

1.1.2 The above services may be authorized in phases, depending upon the Owner’s programming decisions and the availability of funding.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective is the design and construction of a new building for the **(URI department)** located at the Kingston, RI campus at the University of Rhode Island. Programmatically the building will consist of approximately **XXXXX** gross square feet and include **(list of amenities)**. The Project will also include demolition of existing facilities and new landscaping, walkways, driveways, and site utilities.

The Project is further defined as follows: **(Describe)**

1.1.2.2 The Owner's Building Program can be found in the attached **Exhibit XXX**.

1.1.2.3 Legal parameters: The Architect shall review codes, laws, ordinances, standards and regulations applicable to the Architect's services including the Governor of Rhode Island's Executive Order regarding the LEED ratings for State funded projects. The Architect shall respond in the design of the project to have the requirements imposed by Government Authorities having jurisdiction over the Project.

1.1.2.4 Financial parameters: The total Project Budget is represented in **Exhibit XXX** and its related outline notes.

1.1.2.5 Land Parameters: The Project site development areas are shown in **Exhibit XXX**.

1.1.2.6 Time parameters: The Project Schedule is included in this Agreement as **Exhibit XXX**.

1.1.2.7 The proposed procurement or delivery method for the project will be: A Construction Manager at Risk to construct the Project. The construction of the project will be competitively bid by the Construction Manager. Multiple bid packages to be prepared by the Architect are anticipated to include:

(List details)

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representatives are:

For design phase services through construction documentation and building code reviews: Thomas Frisbie-Fulton, Director of Capital Planning & Design, University of Rhode Island, Sherman Building, 523 Plains Road, Kingston, RI 02881-0801.

For Project, Bidding, award, and construction administration: Paul M. DePace, P.E. Director of Capital Projects, University of Rhode Island, Sherman Building, 523 Plains Road, Kingston, RI 02881-0801.

1.1.3.2 The Owner's other consultants and contractors if any, are as listed below, and others as may be determined by the Owner.

1. Commissioning Agent: To be determined.
2. Owner's cost estimator: To be determined.

1.1.3.4 The Architect's Designated Representative is (name of representative) of (NAME OF ARCHITECT).

1.1.3.5 The consultants retained at the Architect's expense are as listed below. They are subject to Architect-Consultant negotiations and execution of an agreement. After consultation with the Owner, the architect has the authority to release any consultant which are retained by the architect at any time:

(List names of other consultants)

1.1.5 As the services under this agreement include contract administration services, the General Conditions of the Contract for Construction shall be those of the University of Rhode Island a copy of which is attached hereto as **Exhibit XXX**. The Architect shall be given the opportunity to review and approve the responsibilities of the Architect that are described in the General Conditions as related to the services provided by the Architect under this Agreement.

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and the Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation, and Change in Service in accordance with Paragraph 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

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

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall consult with the Architect and provide such timely information as may be reasonably necessary for the Architect to perform the Architect's services.

1.2.3 The Owner shall establish and periodically update the budget for the Project, including that portion allocated for the Cost of the Work. In the event Owner shall significantly increase or decrease the overall budget, the portion of the budget allocated to the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the owner shall notify the architect and the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation, and Change in Service in accordance with Paragraph 1.3.3.

1.2.3.1 The Owner's Designated Representatives identified in Paragraph 1.1.3 shall be authorized to represent the Owner with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.3.2 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.3.3 Unless otherwise provided in this Agreement, 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.

1.2.3.4 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.

1.2.3.5 While the Owner has no affirmative duty to become aware of same, 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 drawings, specifications or other documents.

1.2.2.8 The Owner will retain the consultants listed in Subparagraph 1.1.3.3, and may also contract separately with additional consultants in accordance with the provisions of 1.2.2.4 to provide design services. Unless otherwise indicated, those services shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of the consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services, and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

1.2.2.9 The Owner represents that the Owner owns the copyright in or holds appropriate licenses for any drawings and specifications furnished by the Owner to the Architect for use in connection with the Project, and, upon reasonable request, the Owner shall furnish to the Architect evidence of such ownership or licenses. The Owner shall defend suits or claims for infringement of copyrights arising from such material furnished by the Owner and shall indemnify and hold harmless the Architect, Architect's consultants, and their employees and agents of any of them from loss, including attorneys' fees, on account thereof.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated herein and in those documents enumerated in Article 1.4. The Architect shall be responsible for the Architect's negligent acts and omissions.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care (see paragraph 1.2.3.8) and orderly progress of the Project. The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of Contractor's strikes, lockouts, work slowdowns, or stoppages, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, or delays caused by the Owner or any contractor. The Architect shall not be responsible for damages to the Owner arising out of such delay, nor shall the Architect be deemed in default of this Agreement when such delays occur.

1.2.3.3 The Architect's Designated Representatives identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential 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.

1.2.3.5 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.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. It is recognized that the Owner faces obligations under the Americans with Disabilities Act (ADA) that could affect the design of the Project. It is further recognized that the ADA is federal civil rights legislation that is not part of, or necessary compatible with state or local law, codes, and regulatory governing construction. Consequently, the Architect cannot and does not warrant, represent or guarantee that the Project will fully comply with the interpretations of the ADA requirements by regulatory or judicial bodies. Nevertheless, the Architect will use reasonable professional effort and judgment in interpreting the ADA and the applicable state or local building codes in providing design for accessibility by persons with disabilities. The Architect further agrees to include in the design such provisions for persons with disabilities as the Owner may request provided such requests are made in a timely fashion, are technically achievable, and in conformance with all other pertinent codes and regulations.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. While the Architect has no affirmative duty to become aware of same, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

1.2.3.8 The architect and its consultants shall participate in appropriate value engineering review meetings.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost, or to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the cost of land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Upon full payment of all sums due to the Architect under this agreement and upon performance of all the Owner obligations under this agreement, the latest original Drawings, Specifications, and the latest electronic data prepared by the Architect for the project shall become the

property of the Owner. These instruments of service shall be conveyed in their original operative, editable, electronic form, minus the Architects title block per 1.4.3.1.4 in order to allow the Owner's integration of the data into URI's facilities management database. This conveyance shall not deprive the Architect for the Project of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse the information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data documents and design and shall retain all rights not specifically conveyed

1.3.2.2 The Architect shall not be held liable for the uses of drawings, specifications and other documents that were not intended for use in the Project by the parties at the time they were submitted. The Architect shall retain license to use details and specifications developed by it on other projects, without the requirement of securing permission from the Owner.

1.3.2.4 All progress and final drawings, specifications, Record Drawings, and other documents will be prepared in both in paper and electronic form. Wherever electronic drawing is required, the format shall be submitted in full compliance with "CAD Layer Guidelines" developed by the Task Force on CAD Layer Guidelines and published by the American Institute of Architects Press (1990 Edition). The Architect agrees that non-editable versions of all progress and final drawings, specifications, and other document submittals may be made available for access to the Project Team by posting on a secured internet web site which may be established for the Project and managed by others, in the event that such service is provided by the Owner.

1.3.3 CHANGES IN SERVICES

1.3.3.1 Changes in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required for circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to changing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, such Change in Services of the Architect shall entitle the Architect or the Owner, as applicable, to an adjustment in compensation pursuant to Paragraph 1.5.2, and the Architect to any Reimbursable Expenses described in Subparagraph 1.3.9.2., and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, an appropriate adjustment may be made in the Architect's schedule and compensation as agreed in writing by the Owner and Architect.

- .1 change in the instructions or approvals given by the Owner that necessitates significant revisions in the Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method (Note: increases in the Project budget to allow for inflation shall not be considered a change in budget);
- .5 significant failure of performance on the part of the Owner or the Owner's consultants, if any, or contractors;

- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto or is alleged to have committed a wrongful act or omission which is a subject of such hearing or proceeding.
- .7 significant change in the information contained in Article 1.1

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. 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 arbitration.

1.3.4.2 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The Owner and the Architect further agree to include a similar mediation provision in all agreements with their respective independent Contractors and Consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

1.3.4.3 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.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

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

1.3.5.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be enjoined. Consent to arbitration involving an 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.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

1.3.6.1 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 The laws of the State of Rhode Island shall govern this Agreement.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the University of Rhode Island General Conditions of the Contract for Construction (See **Exhibit XXX** attached hereto).

1.3.7.3 Causes of action between parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failure to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failure to act after Substantial Completion. In no event shall such statutes of limitations commence to run later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against contractors, consultants, agents and employees of the other for damages, except such rights they may have to the proceeds of such insurance as set forth in Schedule A of the General Conditions. 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.

1.3.7.5 Nothing in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Owner or the Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event the Architect discovers or becomes aware of asbestos or hazardous or toxic materials at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect will immediately advise the Owner, in writing, of such materials. Furthermore, the Architect may, at its option and without liability of consequential or other damages, suspend visits to these areas of the site. It is the Owner's responsibility to arrange appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove asbestos or hazardous or toxic material.

1.3.7.7 Subject to the Owner's prior review and written approval thereof, 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 may, in its sole discretion, provide professional credit for the Architect in the Owner's promotional material for the Project.

1.3.7.8 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. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment; provided, however, that the Architect shall not, in connection with any such assignment, be required to execute any documents that in any way might, in the sole judgment of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or cost of his or her professional or general liability insurance. The Architect shall be compensated for any expense incurred as a result of the assignment, or Change in Service resulting from the assignment.

provide however, that the Architect shall not, in any such assignment be required to execute any documents that in any way might, in the sole judgment of the Architect increase the Architect's contractual or legal obligations or risks, or the availability or cost of his or her professional or general liability insurance. The Architect shall be compensated for any expense incurred, or Change in Service resulting from the assignment, or Change in Service resulting from the assignment.

1.3.7.10 To the fullest extent permitted by law, the Architect agrees to indemnify and hold harmless the Owner, the Owner's officers, employees and agents from all claims, liabilities, damages and costs to the extent caused by negligence, errors or omissions of the Architect in the performance of services under this Agreement. For the purposes of this Agreement and indemnification provision, both negligence and commission of errors and omissions shall be defined as failure on the part of the Architect to perform the services of this Agreement in a reasonable skillful and prudent manner further defined as failure to exercise that degree of professional care consistent with that exercised by members of the same profession practicing currently under the same or similar circumstances.

1.3.7.11 If either party shall be unable to carry out any of its obligations under this Agreement due to events beyond the reasonable control of and without the fault or negligence of the party claiming force majeure, including without limitation, an act of God, sabotage, unforeseeable accident, or by order or rule of any governmental authority having jurisdiction thereof, any changes in applicable laws or regulations affecting performance, any act of governmental or judicial authority, war, blockage, insurrection, riot, fire, explosion, flood, nuclear emergency, epidemic, lightning, hurricane, earthquake or similar catastrophic occurrence, this Agreement shall remain in effect, but the effected party's obligation shall, subject to the limitations set forth below, be suspended for the period during which the effected party is unable to perform because of the disabling circumstances.

- .1. The party claiming force majeure must give the other party prompt written notice describing the particulars of the force majeure, including without limitation, the reasons why it effects or prevents performance, the nature of the occurrence and its expected duration.
- .2. The suspension of performance as provided herein shall be of no greater scope and of no longer duration than is required by the force majeure.
- .3. The non-performing party uses its best efforts to remedy its inability to perform notwithstanding the occurrence of a force majeure event.
- .4. The obligations of either party that arose before the force majeure causing suspension of performance shall not be excused as a result of the force majeure,
- .5. Economic hardship shall not constitute force majeure.

- .6. If the force majeure continues for a period of greater than ninety (90) days then either party shall have the right to terminate this Agreement at any time thereafter without further obligation to the other.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Architect having performed the Architect's obligation thereunder, 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, prior to suspension of services, the Architect shall give seven days written notice to the Owner. In the event of a proper 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 direct expenses reasonably 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.

1.3.8.2 If the Project is suspended by the Owner for more than 60 consecutive days through no fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct expenses reasonably incurred in the interruption and resumption of the Architect's. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If, through no fault of the Architect, the Project is suspended or the Architect's services are suspended for more than 120 consecutive days, the Architect may terminate this Agreement by giving not less than seven days written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

1.3.8.6 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 Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly within in accordance with the Rhode Island Prompt Payment Act after presentation of the Architect's properly submitted statement of services. No deductions shall be made from the Architect's monthly compensation on account of penalty, liquidated damages or other sums withheld from payment to contractors, or on account of the cost of changes in the Work other than those for which the Architect responsible.

1.3.9.2 A five (5) percent retainage shall be held by the Owner until the latest of: (1) the time of project closeout; or (2) the issuance of a Certificate of occupancy.

1.3.9.3 Reimbursable Expenses shall not exceed the allowances indicated, unless authorized by the Owner. Reimbursable Expenses are in addition to compensation for the Architect's and include reasonable expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 authorized out-of-town travel in association with the project, except travel to and from the architect's office to meet with the Owner in Kingston, R.I. or to visit the construction site(s);
- .2 authorized fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of drawings, specifications and other documents. Rates for Reimbursable Expenses shall be as listed in the Schedule of Reimbursable Expenses (**Exhibit XXX**). Rates shall be subject to annual adjustment.
- .4 expense of overtime work requiring higher than regular rates is not authorized as a Reimbursable Expense, unless specifically requested by the Owner.
- .5 renderings, presentation models, and mock-ups if requested and authorized in advance by the Owner:
- .6 reimbursable expenses as designated in Paragraph 1.5.5.
- .7 any other expenses directly related to the Project and reasonably incurred after first receiving the written approval of the Owner.
- .8 In no case shall the expenses be submitted for the cost of alcoholic beverages.

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

1.3.9.5 Direct Personnel Expenses is defined as the direct salaries of the Architect's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations and employee retirement plans.

1.3.10 COMPENSATION FOR SPECIFIC ADDITIONAL SERVICES

1.3.10.1 **Exhibit XXX** is included herein and identifies fee allowances for Architect's specific services required by the Project. These allowances are included in the Architect's services compensation. Before proceeding with these services, the Architect and Owner shall agree in writing to the terms of compensation as described in article 1.3.3.1.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. 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 the Owner and the Architect. This Agreement comprises the documents listed below.

Listing of all attached exhibits

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

1.4.2.1 The Architect shall procure the following insurance limits and policies. The Architect is required to purchase and maintain coverage with a company or companies licensed to do business in the state of Rhode Island as follows:

- .1 Architect's Professional Liability Insurance in the amount of Two and a Half Million Dollars (\$2,500,000), 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.
- .2 Comprehensive, or Commercial, General Liability Insurance (including broad-form contractual liability and completed operations), in the amount of Two Million Dollars (\$2,000,000) covering bodily injury, personal injury resulting there from, and property damage, written on an occurrence basis.”
- .3 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 damage.
- .4 Worker's Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least Five Hundred Thousand Dollars (\$500,000).
- .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.

1.4.3 Definitions

1.4.3.1 The term “Record Documents” refers to final plans and specifications prepared by the Architect, that are modifications to the original Contract Documents, reflecting changes performed in the field. “Record Drawings” are the graphic subset of “Record Documents.”

- .1 “Record Documents” completely incorporate information from the Contractor's Project Record Documents that includes 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, product data and samples. The Architect is entitled to rely on the accuracy and completeness of such information received from the Contractor, and has no obligation to conduct inspections to verify the accuracy of same.
- .2 “Record Drawings” must not be considered as measured drawings that precisely reflect actual dimensions of the completed Work.
- .3 The Architect will provide the Owner with “Record Drawings” on both electronic and paper hardcopy media.

- .4 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-format per Subparagraph 1.3.2.4, and without the Architect's title block.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services compensation shall be as described in **Exhibit XXX**, Schedule of Architect's Fee and Allowances

1.5.2 Payment for services during each phase shall total the following percentages of the fixed fee:

.1 Planning and Schematic Design Phase	Fifteen percent (15%)
.2 Design Development Phase	twenty five (25%)
.3 Construction Documents Phase	thirty five percent (35%)
.4 Bidding or Negotiation Phase	five percent (5%)
.5 Construction Phase	Fifteen percent (15%)
.6 Retainage	five percent (5%)

1.5.3 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated in an equitable manner. Compensation may be based upon a stipulated (lump) sum, or calculated on an hourly basis using the Standard Hourly Billing Rates Schedule (**Exhibit XXX**).

1.5.4 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one (1) times the amounts properly billed to the Architect for such services.

1.5.5 For Reimbursable Expenses as described in 1.3.9.2, and any other items included in paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5.1 The allowances for Reimbursable Expense shall be found in **Exhibit XXX**. The acceptable reimbursable expenses will follow the guidelines as stated by the University of Rhode Island.

1.5.6 The rates of services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Amounts due and unpaid thirty (30) business days after the date of receipt of a properly prepared and submitted invoice shall bear interest at a rate in accordance with provisions of the State of Rhode Island Prompt Payment Act.

1.5.9 If the Construction Phase services covered by this Agreement have not been completed by July 31, 2008 through no fault of the Architect, extension of the Architect's services beyond this time shall be compensated as provided in Paragraphs 1.5.3 and 1.3.3

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings,

communicate with others as appropriate, and issue progress reports to the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants, if any.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update for the Owner's approval, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documents provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider and discuss with the Owner the value of alternate materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. Subject to the provisions contained in the next sentence hereof, the Architect shall be entitled to rely on approvals received from the Owner in the further development of the design. The Owner's approval of the Architect's design documents contemplated herein and herein below shall not be for the purpose of determining the accuracy, adequacy or completeness of such documents and shall not alter the Architect's responsibilities herein under with respect to such documents.

2.1.5.1 LEED® Design & Documentation: 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 "Silver" 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 "Silver" 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 Owner or his consultant shall be responsible for documenting evidence of construction-phase LEED® rating point requirements. The Architect or the Architect's Consultant shall file the appropriate applications for LEED® certifications and coordinate the administrative requirements of this process.

2.1.6 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.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the Owner's budget for the Project, 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 familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, or market or negotiation 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 Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction acceptable to the Owner are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project acceptable to the Owner and to include in the Contract Documents alternate bids acceptable to the Owner as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor, and not attributable to the negligence of the Architect, causes the budget for the Cost of the Work to be exceeded, then the budget shall be increased accordingly.

2.1.7.4 If bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be reviewed and, if necessary, adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work.
- .2 authorize rebidding or renegotiation of the Project within a reasonable time;
- .3 terminate in accordance with Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

2.1.7.7 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. As necessary, the Owner will conduct a workshop on the University of Rhode Island, Kingston Campus with the Architect and his consultants for the purpose of identifying and evaluating value-engineering alternatives. The meeting shall be scheduled and conducted to occur within the normal flow of the work, so as not to delay the design process, or necessitate the re-design of already approved and completed work. The Architect's responsibilities with respect to this workshop will include the preparation of life cycle analyses of major building systems. As a result of the workshop, the Owner will review the value engineering alternatives that are identified and direct the Architect to incorporate approved items into the Project.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.7.1, the services in this Article 2.2 shall be provided by the Architect or the Architect's consultants as part of this agreement.

2.2.1.1 The Architect shall develop a design program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Architect shall provide current surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, based upon a written legal description of the site furnished by the Owner. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; 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, and 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.

2.2.1.3 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, evaluation of hazardous materials, ground corrosion tests and resistance tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a written preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect will review such information to ascertain that it is consistent with requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the survey that is conducted by the Architect, the design program, the information provided by the Owner of site conditions, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the design program, the Owner's financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon design program, schedule and budget for the cost of the Work. The Documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option and as part of the basic fee, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems,

including structural, mechanical, electrical, plumbing, and fire protection systems, and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based upon the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of renderings, plans, sections, and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include 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, plumbing, and fire protection systems. They shall include preliminary sizing for all typical structural components.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based upon the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, and as requested by the Owner, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding forms; and form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction. The Architect shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining competitive bids and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and with the concurrence of the Owner, shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and, with the concurrence of the Owner, shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the University of Rhode Island General Conditions of the Contract for Construction, attached hereto as **Exhibit XXX**. Further modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this

Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.7.2 when Contract Administration Services extend 120 days after the date of Substantial Completion of the Work..

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified in written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.6.1.5 The Architect shall review and respond to properly prepared, timely, and reasonable requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall initially interpret and decide matters concerning performance of the Owner and Contractor 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.

2.6.1.8 Initial 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 initial interpretations and initial 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 the results of initial interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render recommendations on claims, disputes or other matters in question between the Owner and the Contractor as provided in the Contract Documents. However, the Architect may make decisions on matters relating to aesthetic effect that shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.7, (1) to become generally familiar with and to keep the Owner informed about the progress and the quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work 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. The Architect shall neither have charge over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner in writing known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect's professional activities and presence at the site notwithstanding, the Architect shall not be responsible for the Contractor's schedules or 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, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have 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 or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO THE CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates of Payment 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 Paragraph 2.6.2 and on data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, 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.

2.6.3.2 The issuance of a Certificate of 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.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate subcontractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. 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.

2.6.4.2 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.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may, with the prior approval of the Owner, authorize minor changes in the work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified, as provided in Paragraph 2.7.2.

2.6.5.2 The Architect shall review reasonable requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings and specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, with the prior approval of the Owner, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's

approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall 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 shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall, at the option of the Owner, be conducted with the Owner's Designated Representative 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.

2.6.6.3 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 to the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 SCHEDULE OF SERVICES

2.7.1 Design and Contract Administration Services beyond the limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1** up to three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- 2.** biweekly visits to the site by the Architect's construction representative over the duration of the Project during construction. The Architect shall make special site visits as necessary to resolve construction exigencies.
- 3.** biweekly visits to the site will be made by the project engineers during periods of construction when the engineers' specified Work is being installed.
- 4.** 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.
- 5.** up to two (2) inspections by the Architect and his project engineers 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.** up to two (2) inspections by the Architect and his engineers for any portion of the Work to determine final completion.

2.7.2 The following Design and Contract Administration Services shall be provided by the architect as a Change in Services in accordance with paragraph 1.3.3:

- .1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision to Instruments of Service, and not resulting from the Architect's negligence or omission;
- .2 providing consultation concerning replacement of Work resulting from fire or other cause, not the fault of the Architect, during construction;
- .3 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work provided, that such claims are not as a direct result of an act in which the Architect is adjudged to be at fault;
- .4 after the owner's acceptance of final construction documents, evaluations of substitutions proposed by the Owner's consultants, if any, or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .5 preparation of design and documentation for more than eight alternate bid or proposal requests proposed by the Owner; or
- .6 Contract Administration Services provided 120 days after the date of Substantial Completion of the Work, but only to the extent that the performance of such Services is rendered more expensive to the Architect thereby;
- .7 responses to the Contractor's requests for information 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.

2.7.3 The Architect shall furnish or provide the following services only if specifically designated or otherwise specified herein:

Services Description	Responsibility	Location of Service
.1 Programming	Architect	2.2
.2 Land Survey Services	Architect	2.2
.3 Geotechnical Services	Architect	2.2
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	Architect	1.1.2.1
.6 Economic Feasibility Survey	Not Included	
.7 Site Analysis and Selection	Architect	
.8 LEED® Silver Studies, Reports, Documentation	Owner & Architect	2.1.5.1
.9 Owner Supplied Data Coordination	Not Included	
.10 Schedule Development and Monitoring	Not Included	
.11 Civil Design/Demolition Specification	Architect	1.1.3.5
.12 Landscape Design	Architect	1.1.3.5
.13 Interior Design	Architect	
.14 Furniture Selection	Not Included	1.1.2.1
.15 Fully Engineered Sprinkler Drawings	Architect	
.16 Special Bidding or Negotiation	Architect	1.1.2.7
.17 Participate in Value Engineering	Owner & Architect	2.1.7.7
.18 Detailed Cost Estimating	Architect	1.1.2.1
.19 On Site Project Representation	Not included	
.20 Pre-construction Services	Owner	
.21 Start-up Assistance	Not Included	
.22 Commissioning	Owner	
.23 Record Drawings	Architect	1.3.2.4, 1.4.3.1
.24 1 year Warranty Review	Owner & Architect	
.25 Post-Contract Evaluations	Not Included	
.26 Graphics & Signage	Architect	1.1.2.1

- .27 Archaeological Review Owner & Architect
- .28 Lessons Learned Participation Owner & Architect

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

OWNER (Signature)

ARCHITECT (Signature)

END OF AGREEMENT