

RESOLUTION OF THE CITY COUNCIL

No. 300



Approved July 2, 2025

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Amended Contract Award by the Board of Contract and Supply, in accordance with Section 21-26(b)(5) of the Code of Ordinances.

Downes Construction Company
(Department of Public Property)

\$7,370,986.00

IN CITY COUNCIL
JUN 26 2025
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.


Mayor

Date: 7/2/25



OFFICE OF THE INTERNAL AUDITOR
City of Providence

May 14, 2025

Ms. Tina Mastroianni
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Tina:

I am writing to request that the following be submitted to the City Council and the Finance Committee for approval:

- **Department of Art, Culture and Tourism:**
 - Requesting Approval of Change Order #2 to FirstWorks for PVDfest Producing Partner in the amount of \$20,000.00 in accordance with the Code of Ordinances, Section 21-26 (b)(4).
 - Award to High Output, LLC for an amount of \$300,000 to provide technical and production services – 2 year contract in accordance with the Code of Ordinances, Section 21-26 (b)(2).
- **Department of Public Property:**
 - Request to amend "Owner's Program Manager for School Construction Projects with Downes Construction Company in the amount of \$904,295.00, for a revised contract amount of \$7,370,986 in accordance with the Code of Ordinances, Section 21-26 (b) (5).
 - Requesting approval of a "Contract Extension with Downes Construction Company for Owner's Program Manager for School Construction Projects through 2028 for an additional cost of \$11,543,204.00" for a revised contract amount of \$18,914,190.00 through 2028 in accordance with the Code of Ordinances, Section 21-26 (b) 1), (2), (4) and (5).

Sincerely,

A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa,
Internal Auditor



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

JOHN ARZOOMANIAN
DIRECTOR OF PUBLIC PROPERTY

May 9, 2025

The Honorable Brett P. Smiley
Chairman, Board of Contract and Supply
City Hall
25 Dorrance Street
Providence, RI 02903

**RE: Requesting Approval to Amend Owner's Program Manager for School Construction Projects
with Downes Construction Company**

ID Number: 49533

Original Award Date: September 14, 2020

Original ID Number: 29728

Minority Participation: 0% MBE, 0% WBE

Account Code(s): RIHBEC 2024G; 351-351-53401

Dear Mayor Smiley,

The department of Public Property respectfully requests to amend Owner's Program Manager for School Construction Projects with Downes Construction Company, to include reimbursable expenses incurred as part of executing construction of the Spaziano Elementary School and Narducci Learning Center, in the amount of \$904,295.00, for a revised contract amount of \$7,370,986.00.

The contract between Downes Construction Co. and the City of Providence expressly provided Downes with the authority to subcontract portions of its services, provided those services are set forth in the Basic Services article (Article 3) and Additional Services article (Article 4) of the agreement. The costs of these subcontracted services were unknown at the time of execution, and therefore these sections were marked "TBD" on the agreement. In order to begin construction of the Spaziano Elementary School and renovation of the Windmill Elementary School, various soft costs were incurred by Downes that were reimbursable by the City and unaccounted for in the awarded contract amount. Before breaking ground on these projects, both locations required third-party services such as land surveys, site and building assessments, education planning, various engineering specialties, and design development/bridging documents, etc. as listed in the back up documentation attached.

Funds in the amount of \$904,295.00 are available in RIHBEC 2024G; 351-351-53401.

Downes Construction Co.
200 Stanley St.
New Britain, CT 06051

Respectfully Submitted,



John Arzoomanian
Director of Public Property

Financial Approval

DEPARTMENT OF PUBLIC PROPERTY
Providence City Hall | 25 Dorrance Street, Room 407 | Providence, Rhode Island 02903
401 680 5300 ph | 401 455 0475 fax
www.providenceri.gov



301 Metro Center Blvd, STE 104
 Warwick, RI 02886
 401.229.3755
 downesco.com

March 13, 2025

The City of Providence
 Board of Contract and Supply
 Providence City Hall
 25 Dorrance Street
 Providence, RI 02903

RE: City of Providence School Construction Projects – Amendment No. 1
 Downes Construction Company, LLC – AIA C172 – 2014 – Dated 12/15/2020

Dear Board

Downes Construction herein offers the following contract amendment to our Owner's Project Manager agreement with an original date of December 15th 2020.

This amendment incorporates updating of the Owners Project Management Services for the additional services provided under Article 4 and Article 10.5 of our original contract with the City of Providence.

Additional Services	Original Contract	Contract Value as of this Amendment 1
Signal Works		
Spaziano Bridging Documents	N/A	\$195,688
Windmill – Bridging Documents	N/A	\$575,395
Windmill - FFE	N/A	\$22,650
PLA Study – No. 1	N/A	\$10,000
PLA Study – No. 2	N/A	\$10,000
Commissioning Services	N/A	\$47,500
Fee for Additional Services 5%	N/A	\$43,062
Total Contract Amendment:		\$904,295
Current Contract	\$6,466,691	\$7,370,986

Attachments:

1. Signal Works – Vendor Invoices – Windmill Bridging Documents, Spaziano Bridging Documents, Windmill FFE
2. PLA Studies – Legal - Invoices
3. Turner Engineering – Commissioning Services – Vendor Invoices
4. Authority to Subcontract to Standard Form of Agreement – West Group Law PLLC

We thank you and appreciate the opportunity to work with The City of Providence for the above referenced project. If you have any questions regarding the above or if you require any additional information, please contact me.

DOWNES CONSTRUCTION COMPANY
 Employee Owned · Community Invested

Submitted by:
Downes Construction Company

Signature:

Signature:

Joseph Desanti

Program Director

Date:

Approved by:
City of Providence, Board of Contracts
and Supply
Signature:

Signature:

Name:

Title:

Date:

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Providence School Construction
Projects

AGREEMENT INFORMATION:
Date: 3/18/2025

AMENDMENT INFORMATION:
Amendment Number: 1
Date: 3/18/2025

OWNER: *(name and address)*
City of Providence-Board of Contracts
and Supply
25 Dorrance Street, Providence RI
02903

ARCHITECT: *(name and address)*
N/A

The Owner and Owners Project Manager amend the Agreement as follows:

The Owners Project Manager compensation and schedule shall be adjusted as follows:

Compensation Adjustment: \$904,295

Schedule Adjustment: N/A

SIGNATURES:

DOWNES CONSTRUCTION CO. LLC

OWNER City of Providence

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE



Steven A. Torres, Esq.
(401) 371-3633
storres@westgrouplaw.com

May 26, 2021

Via U.S. Mail and Email: jdesanti@downesco.com

Mr. Joseph DeSanti
Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06050

Re: Authority to Subcontract Pursuant to Standard Form of Agreement Between Owner and Program Manager dated December 15, 2020 (the "Agreement") between The City of Providence Board of Contact and Supply, as Owner (the "City"), and Downes Construction Company, LLC, as Owner's Representative ("Downes")

Dear Joe:

I have performed a review of the referenced Agreement governing Downes' program-management services for the City. As detailed below, the Agreement expressly provides Downes with authority to subcontract portions of its services, provided those services are set forth in the Basic Services article (Article 3) and Additional Services article (Article 4) of the Agreement.

Section 1.4.2.1 provides that Downes will retain consultants with respect to Basic Services, and Section 1.4.2.2 provides that Downes will retain consultants with respect to Additional Services. Sections 1.4.2.1 and 1.4.2.2 contain blanks in which the consultants' names and other information are to be inserted. Instead of containing the consultants' names and other information, the blanks are filled in with "TBD". This is of no consequence, however, as neither the consultants nor the consultants' "disciplines" needed to be identified at the time of contract execution, and the inclusion of "TBD" at that time was sufficient to allow Downes to identify the consultants at a later time. The City concurred in the "TBD" designation by executing the Agreement.

Article 3 of the Agreement details the scope of Basic Services Downes will provide to the City. Pursuant to Section 1.4.2.1 of the Agreement, Downes may engage consultants to perform any services set forth in Article 3. Article 4 of the Agreement details the scope of Additional Services Downes will provide to the City. Pursuant to Section 1.4.2.2 of the Agreement, Downes may engage consultants to perform any services set forth in Article 4.

As set forth above, the Agreement expressly provides Downes with authority to subcontract portions of its services, specifically those services contained in Articles 3 and 4, and thus an amendment to the Agreement is not necessary for Downes to subcontract those services.

Sincerely,

WEST GROUP LAW PLLC

Steven A. Torres, Esq.

4 Richmond Square, Suite 350, Providence, Rhode Island 02906 p: 401-371-3636 f: 401-272-2971

www.WestGroupLaw.com

Providence Reimbursables Summary

Signal Works	<u>Invoice No.</u>	<u>Amount</u>
Spasiano Bridging Documents		
	2136-101	\$ 7,988.63
	2136-102	\$ 12,990.12
	2136-103	\$ 2,673.75
	2136-104	\$ 20,865.01
	2136-105	\$ 65,838.77
	2136-107	\$ 85,331.98
Subtotal		\$ 195,688.26
Windmill Bridging Documents		
	2124-100	\$ 172,784.00
	2124-101	\$ 236,834.00
	2124-102	\$ 83,672.00
	2124-103	\$ 82,105.07
Subtotal		\$ 575,395.07
Windmill FFE		
	2137-101	\$ 8,381.95
	2137-102	\$ 1,810.00
	2137-103	\$ 4,680.00
	2137-104	\$ 2,823.75
	2137-105	\$ 2,463.30
	2137-106	\$ 2,491.00
Subtotal		\$ 22,650.00
Total Signal Works		\$ 793,733.33
Pannone & Lopes		
PLA Study 1	13-Apr-22	\$ 10,000.00
PLA Study 2	2-Oct-24	\$ 10,000.00
Total Pannone & Lopes		\$ 20,000.00
Turner Engineering		
Commissioning	3777	\$ 832.00
	3804	\$ 22,994.50
	3846	\$ 1,000.00
	3897	\$ 10,850.00
	3933	\$ 11,823.50
		\$ 47,500.00
Markup Per Contract	5%	\$ 43,061.67
Project Total		\$ 904,295.00

Signal Works

11 Aleppo St
Providence, RI 02909
+1 4014002724
administration@signalworksarchitecture.com
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903

INVOICE 2136-101
DATE 08/05/2021
TERMS Net 15
DUE DATE 08/20/2021

DATE OF SERVICES
06/01/2021 - 07/31/2021

PROJECT NAME
[2136] Spaziano Bridging Docs

ACTIVITY	HOURS	BLENDED RATE	AMOUNT
1. Discovery 1.A PD - Client Discovery	10	158.00	1,580.00
1. Discovery 0.4 ALL - Visualization	1	135.00	135.00
1. Discovery 0.2 ALL - Consultant Coordination/Meetings	0.25	135.00	33.75
1. Discovery 0.1 ALL - Client Meetings	1	175.00	175.00
			Subtotal: 1,923.75
Consultant Existing Conditions Survey and Plan	1	4,662.38	4,662.38
Consultant Educational Visioning	1	1,402.50	1,402.50
			Subtotal: 6,064.88

Please pay online or make checks payable to Signal Works

BALANCE DUE

\$7,988.63

Blended Rates based on the following:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer / Jr. Project Manager
\$105 for Architectural Designer

DCC INVOICE #4

Detailed report available upon request.
Page 1 of 1

DOWNES CONSTRUCTION LLC

Invoice Approval Page

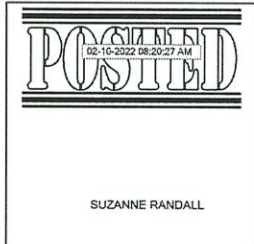
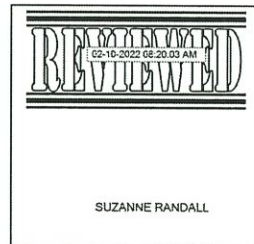
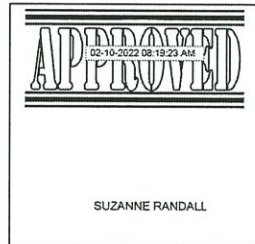
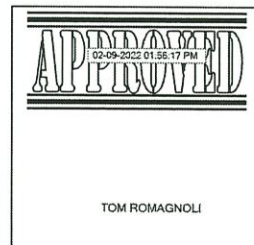
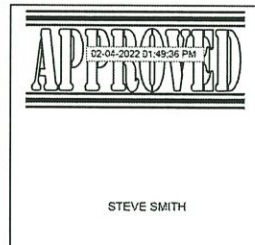
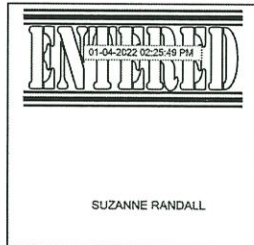
Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-101

Amount: 7988.63

Comment: CONSULTING 6/1-7/31

Invoice Date: 08-05-2021 12:00:00 AM



Signal Works

11 Aleppo St
 Providence, RI 02909
 www.signalworksarchitecture.com



INVOICE

BILL TO
 Tony DeMelo
 Downes Construction Company
 Dir. Of Project Management
 10 Dorrance Street
 Providence, RI 02903
 United States

INVOICE 2136-102
DATE 09/23/2021
TERMS Net 15
DUE DATE 10/08/2021

DATE OF SERVICES
 08/01/2021 - 08/31/2021

PROJECT NAME
 [2136] Spaziano Bridging Docs

ACTIVITY	DUE	AMOUNT
1. Discovery Architectural Services this month: - 1.A PD - Client Discovery (Consultant Meeting) - 1.A PD - Client Discovery: Educational Planning Meeting w/ PPSD - 1.A PD - Client Discovery: PPSD Planning Meeting - 1.A PD - Client Discovery: Meeting w/ PPSD Special Education - 1.A PD - Client Discovery: Vision Docs Review	850.00 of 45,000.00	850.00
1. Discovery - M/E/P Engineer	0.00 of 4,400.00	0.00
1. Discovery - Civil Engineer	0.00 of 12,430.00	0.00
1. Discovery - Land Surveyor - Existing Conditions Survey and Plan	100.00 % of 11,110.00	11,110.00
1. Discovery - Envelope Consultant	0.00 of 28,600.00	0.00
1. Discovery - Geotechnical Consultant	0.00 of 19,910.00	0.00
1. Discovery - Educational Planner - Document Creation - Ed Plan/Program /Specifications	1,030.12 of 16,500.00	1,030.12
		Subtotal: 12,990.12
2. Strategy Architectural Services	0.00 of 108,000.00	0.00
2. Strategy - Structural Engineer	0.00 of 9,350.00	0.00
2. Strategy - M/E/P Engineer	0.00 of 42,900.00	0.00
2. Strategy - Civil Engineer	0.00 of 49,720.00	0.00
2. Strategy - Envelope Consultant	0.00 of 24,200.00	0.00
2. Strategy - Acoustic Consultant	0.00 of 2,750.00	0.00
3a. Design Development Architectural Services	0.00 of 198,000.00	0.00
3a. Design Development - M/E/P Engineer	0.00 of 3,300.00	0.00
3a. Design Development - Civil Engineer	0.00 of 10,120.00	0.00

Please pay online or make checks payable to Signal Works
 Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-102

Amount: 12990.12

Comment: CONSULTING 8/1-8/31

Invoice Date: 09-23-2021 12:00:00 AM

RECEIVED
12-22-2021 03:50:06 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:49 PM
SUZANNE RANDALL

APPROVED
06-17-2022 09:05:19 AM
STEVE SMITH

APPROVED
06-21-2022 11:47:58 AM
TOM ROMAGNOLI

REVIEWED
06-23-2022 09:42:59 AM
SUZANNE RANDALL

POSTED
06-23-2022 09:43:10 AM
SUZANNE RANDALL

3a. Design Development - Envelope Consultant

0.00 of 8,800.00

0.00

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:

\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer
\$105 for Architectural Designer
Detailed report available upon request.

BALANCE DUE

\$12,990.12

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2136-Budget	595,090.00
Invoice 2136-101	7,988.63
Invoice 2136-103	2,673.75
This invoice 2136-102	\$12,990.12
Total invoiced	23,652.50

Pay invoice

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2136-103
DATE 10/06/2021
TERMS Net 15
DUE DATE 10/21/2021

DATE OF SERVICES
09/01/2021 - 09/30/2021

PROJECT NAME
2136 Spaziano Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery Architectural Services: - 1.A PD - Client Discovery - 2 SD - Client Meetings - 3a.A.2 DD - Consultant Coordination/Meetings	1,766.25 of 45,000.00	1,766.25
1. Discovery - M/E/P Engineer	0.00 of 4,400.00	0.00
1. Discovery - Civil Engineer	0.00 of 12,430.00	0.00
1. Discovery - Envelope Consultant	0.00 of 28,600.00	0.00
1. Discovery - Geotechnical Consultant	0.00 of 19,910.00	0.00
1. Discovery - Educational Planner Educational Consultant: - Document Creation - Mike Pirolo - Meetings/Presentations (9/23)	907.50 of 16,500.00	907.50
2. Strategy	0.00 of 108,000.00	0.00
2. Strategy - Structural Engineer	0.00 of 9,350.00	0.00
2. Strategy - M/E/P Engineer	0.00 of 42,900.00	0.00
2. Strategy - Civil Engineer	0.00 of 49,720.00	0.00
2. Strategy - Envelope Consultant	0.00 of 24,200.00	0.00
2. Strategy - Acoustic Consultant	0.00 of 2,750.00	0.00
3a. Design Development	0.00 of 198,000.00	0.00
3a. Design Development - M/E/P Engineer	0.00 of 3,300.00	0.00
3a. Design Development - Civil Engineer	0.00 of 10,120.00	0.00
3a. Design Development - Envelope Consultant	0.00 of 8,800.00	0.00

For partially complete phases, work is billed for percentage complete determined by hours worked and the

BALANCE DUE

\$2,673.75

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-103

Invoice Date: 10-06-2021 12:00:00 AM

Amount: 2673.75

Comment: CONSULTING 9/1-9/30

RECEIVED
12-22-2021 03:50:07 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:49 PM
SUZANNE RANDALL

APPROVED
06-17-2022 09:05:51 AM
STEVE SMITH

APPROVED
06-21-2022 11:47:58 AM
TOM ROMAGNOLI

REVIEWED
06-23-2022 09:42:59 AM
SUZANNE RANDALL

POSTED
06-23-2022 09:43:16 AM
SUZANNE RANDALL

agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer
\$105 for Architectural Designer
Detailed report available upon request.

Please pay online or make checks payable to Signal Works

<u>Estimate Summary</u>	
Estimate 2136-Budget	595,090.00
Invoice 2136-101	7,988.63
Invoice 2136-102	12,990.12
This Invoice 2136-103	\$2,673.75
Total Invoiced	23,652.50

[Pay invoice](#)

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2136-104
DATE 11/09/2021
TERMS Net 15
DUE DATE 11/24/2021

DATE OF SERVICES
10/01/2021 - 10/31/2021

PROJECT NAME
[2136] Spaziano Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery Architectural Services this month: -1.A PD - Client Discovery	2,907.50 of 45,000.00	2,907.50
1. Discovery - Educational Planner - Ed Plan/Program/Specifications - Mike Pirollo (10/3- 10/31/21) - Meetings/Presentations (10/6 - 10/25/21)	4,936.26 of 16,500.00	4,936.26
2. Strategy Architectural Services this month: - 2.A SD - Concept Diagrams - 2 SD - Client Meetings - 2.B SD - Hard-Lined Options - Consultant Coordination/Meetings	13,021.25 of 108,000.00	13,021.25

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer
\$105 for Architectural Designer
Detailed report available upon request.

BALANCE DUE

\$20,865.01

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2136-Budget	595,090.00
Invoice 2136-101	7,988.63
Invoice 2136-103	2,673.75
Invoice 2136-102	12,990.12
This invoice 2136-104	\$20,865.01

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

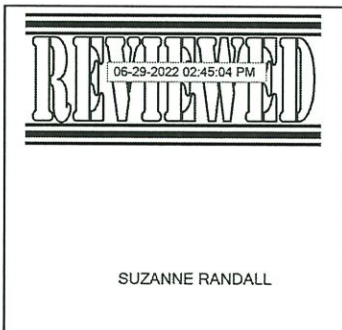
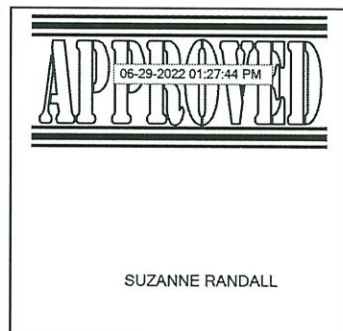
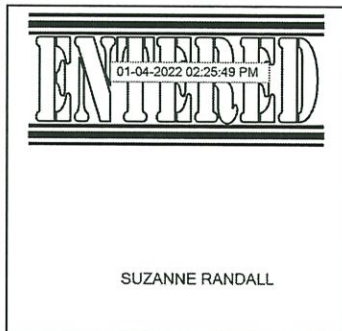
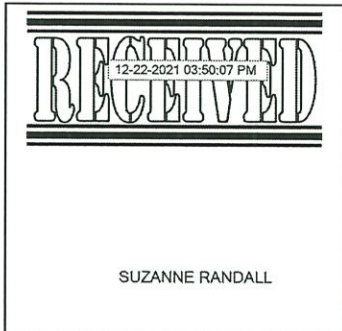
Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-104

Amount: 20865.01

Comment: CONSULTING 10/1-10/31

Invoice Date: 11-09-2021 12:00:00 AM



Total invoiced

44,517.51

Pay invoice

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2136-105
DATE 12/07/2021
TERMS Net 15
DUE DATE 12/22/2021

DATE OF SERVICES
11/01/2021 - 11/30/2021

PROJECT NAME
[2136] Spaziano Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery Architectural Services for this month: - Client Discovery - Client and Consultant Coordination Meetings	37,552.50 of 45,000.00	37,552.50
1. Discovery - Educational Planner Educational Consultant: Meetings/Presentations 35 Hrs (11/01-11/29/21)	5,775.00 of 29,370.00	5,775.00
2. Strategy Architectural Services for this month: - Hard-Lined Options - 3D Visualization	22,510.00 of 108,000.00	22,510.00
Reimbursable Expenses Mileage		1.27

BALANCE DUE
\$65,838.77

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer
\$105 for Architectural Designer
Detailed report available upon request.

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2136-Budget	632,160.00
Invoice 2136-101	7,988.63
Invoice 2136-103	2,673.75
Invoice 2136-102	12,990.12

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-105

Amount: 65838.77

Comment: CONSULTING 11/1-11/30

Invoice Date: 12-07-2021 12:00:00 AM

RECEIVED
12-22-2021 03:50:07 PM

SUZANNE RANDALL

ENTERED
01-04-2022 02:25:50 PM

SUZANNE RANDALL

APPROVED
09-06-2022 04:05:49 PM

STEVE SMITH

APPROVED
09-07-2022 10:39:41 AM

TOM ROMAGNOLI

REVIEWED
09-07-2022 12:35:48 PM

SUZANNE RANDALL

POSTED
09-07-2022 12:36:04 PM

SUZANNE RANDALL

Invoice 2136-104	20,865.01
This Invoice 2136-105	\$65,838.77
Total invoiced	110,356.28

Pay invoice

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Steven W. Smith
Downes Construction Company
Project Executive
10 Dorrance Street
Providence, RI 02903

INVOICE 2136-107
DATE 03/17/2022
TERMS Net 15
DUE DATE 04/01/2022

DATE OF SERVICES 01/01/2022 - 01/31/2022
PROJECT NAME 2136 - Spaziano Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery - Civil Engineer Task 1B: Discovery - 100%	100.00 % of 7,480.00	7,480.00
1. Discovery - Educational Planner Educational Planner Discovery - 100% - Existing Conditions Review - Ed Plan/Program/Specifications - Document Creation	6,751.23 of 29,370.00	6,751.23
2. Strategy Architectural Services this month: 100% - 2.B SD – Hard-Lined Options - 2.A SD - Concept Diagrams - 2 SD - Client and Consultant Coordination Meetings - 2.C.2 SD - 3D Visualization - 2.D.1 SD - Delivery Strategy – Preliminary Code Review - 2.C.1 SD - Final Schematic Layout	71,100.75 of 108,000.00	71,100.75

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Architectural Designer/ Jr. Project Mgr
\$105 for Architectural Designer
\$5 for 24x26 Plot

BALANCE DUE \$85,331.98

Detailed report available upon request.

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2136-Budget	576,668.00
Invoice 2136-101	7,988.63
Invoice 2136-105	65,838.77

Please pay online or make checks payable to Signal Works

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2136-107

invoice Date: 03-17-2022 12:00:00 AM

Amount: 85331.98

Comment: ARCHITECTURAL SVCS JAN 2022

RECEIVED
03-23-2022 12:23:37 PM

SUZANNE RANDALL

ENTERED
03-23-2022 03:18:03 PM

SUZANNE RANDALL

APPROVED
09-06-2022 04:06:53 PM

STEVE SMITH

APPROVED
09-07-2022 10:39:41 AM

TOM ROMAGNOLI

REVIEWED
09-07-2022 12:35:48 PM

SUZANNE RANDALL

POSTED
09-07-2022 12:36:09 PM

SUZANNE RANDALL

Invoice 2136-103	2,673.75
Invoice 2136-102	12,990.12
Invoice 2136-104	20,865.01
Invoice 2136-106	23,016.01
This invoice 2136-107	\$85,331.98
Total invoiced	218,704.27

[Pay invoice](#)

Suzanne Randall

From: Steve Smith
Sent: Thursday, March 17, 2022 10:01 AM
To: DownesAP
Subject: FW: New Signal works Invoice - Spaziano
Attachments: Invoice 2136-107.pdf

Please upload to TS: Spaziano Bridging for Steve

Thank you,

Steven W. Smith, Project Executive
DOWNES CONSTRUCTION COMPANY
An Employee Owned Company

Building Excellence Since 1934

200 Stanley Street | New Britain, CT 06051

10 Dorrance Street | Providence, RI 02903

p. 860.229.3755 | f. 860.225.3617 | m. 860.985.5139 | www.downesco.com

Check us out on **LinkedIn**.

From: Steve Smith
Sent: Thursday, March 17, 2022 10:00 AM
To: Joe Desanti <jdesanti@downesco.com>
Subject: New Signal works Invoice - Spaziano

Received today.

Thank you,

Steven W. Smith, Project Executive
DOWNES CONSTRUCTION COMPANY
An Employee Owned Company

Building Excellence Since 1934

200 Stanley Street | New Britain, CT 06051

10 Dorrance Street | Providence, RI 02903

p. 860.229.3755 | f. 860.225.3617 | m. 860.985.5139 | www.downesco.com

Check us out on **LinkedIn**.

The information contained in this transmission is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this information, do not review, retransmit, disclose, disseminate, use, or take any action in reliance upon this information. If you received this transmission in

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2124-100
DATE 06/03/2021
TERMS Net 15
DUE DATE 06/18/2021

PROJECT NAME
[2124] Windmill Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery Architectural Services:	100.00 % of 55,964.00	55,964.00
- 1.1 PD - Client Discovery		
- 1.2 PD - Existing Conditions		
- 1.3 PD - Building Assessment		
- 0.1 ALL - Client Meetings		
- 0.2 ALL - Consultant Coordination/Meetings		
- 0.3 ALL - Regulatory Reviews		
1. Discovery - Structural Engineer	100.00 % of 5,500.00	5,500.00
1. Discovery - M/E/P Engineer MEP/FP - Discovery Phase (EC) Security/Tel/Data - Discovery Phase (EC)	100.00 % of 5,500.00	5,500.00
1. Discovery - Civil Engineer Existing Conditions Survey & Plan	100.00 % of 38,390.00	38,390.00
1. Discovery - Land Surveyor Existing Conditions Survey & Plan	100.00 % of 21,780.00	21,780.00
1. Discovery - Envelope Consultant Discovery	100.00 % of 29,150.00	29,150.00
1. Discovery - Envelope Consultant Planned Reimbursable Expenses:	0.00 of 58,340.00	0.00
1. Exterior Walls		
2. Roof		
3. Exterior Sampling		
1. Discovery - Educational Planner Existing Conditions Review (40 hrs) Ed Plan/Program/Specifications (40 hrs) Document Creation (20 hrs)	100.00 % of 16,500.00	16,500.00

Work will be billed monthly determined by the following hourly rates:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager

BALANCE DUE

\$172,784.00

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2124-100

Amount: 172784

Comment: ARCHITECTURAL SVCS

invoice Date: 06-03-2021 09:31:27 AM

RECEIVED
11-29-2021 09:23:46 AM

SUZANNE RANDALL

ENTERED
11-29-2021 11:25:21 AM

SUZANNE RANDALL

APPROVED
11-29-2021 11:49:20 AM

STEVE SMITH

APPROVED
11-29-2021 01:54:53 PM

SUZANNE RANDALL

REVIEWED
11-29-2021 02:18:47 PM

SUZANNE RANDALL

POSTED
11-29-2021 02:21:31 PM

SUZANNE RANDALL

\$115 for Sr. Designer/Jr. PM
\$105 for Designer
\$ 5 for 24x36 Plot
Detailed report available upon request.

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2124-Budget/Consults	592,452.00
Invoice 2124-101	236,834.00
Invoice 2124-102	83,672.00
Invoice 2124-103	82,105.07
This invoice 2124-100	\$172,784.00
Total invoiced	575,395.07

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2124-101
DATE 07/01/2021
TERMS Net 15
DUE DATE 07/16/2021

DATE OF SERVICES
06/01/2021 - 06/31/2021

PROJECT NAME
Windmill Bridging Documents

ACTIVITY	DUE	AMOUNT
Charges		
2. Strategy Architectural Services: - 2.1 SD - Sketch Proposals - 2.2 SD - Hard lined Proposals - 2.3 SD - Revised Proposals - 2.5 SD - Delivery Strategy – Preliminary Code Review - 0.4 ALL - Visualization - 0.1 ALL - Client Meetings - 0.2 ALL - Consultant Coordination/Meetings	100.00 % of 111,929.00	111,929.00
2. Strategy - Structural Engineer	100.00 % of 5,500.00	5,500.00
2. Strategy - M/E/P Engineer SD: MEP/FP SD: Security/Tel/Data Reimbursable Expenses: Equipment & Mileage	100.00 % of 46,200.00	46,200.00
2. Strategy - Civil Engineer Schematic Design	100.00 % of 44,550.00	44,550.00
2. Strategy - Envelope Consultant Documentation/SD	100.00 % of 25,905.00	25,905.00
2. Strategy - Acoustic Consultant	100.00 % of 2,750.00	2,750.00

Work will be billed monthly determined by the following hourly rates:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Designer/Jr. PM
\$105 for Designer
\$ 5 for 24x36 Plot
Detailed report available upon request.

BALANCE DUE

\$236,834.00

Please pay online or make checks payable to Signal Works

DEC INVOICE #4

Estimate Summary

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2124-101

Amount: 236834

Comment: CONSULTING 6/1-6/30

invoice Date: 07-01-2021 12:00:00 AM

RECEIVED
12-22-2021 09:53:20 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:50 PM
SUZANNE RANDALL

APPROVED
02-07-2022 08:28:59 AM
TONY DEMELO

APPROVED
02-09-2022 01:56:17 PM
TOM ROMAGNOLI

REVIEWED
02-09-2022 02:10:57 PM
SUZANNE RANDALL

REJECTED
02-09-2022 02:15:10 PM
SUZANNE RANDALL

APPROVED
02-09-2022 04:22:06 PM
SUZANNE RANDALL

REVIEWED
02-09-2022 04:24:37 PM
SUZANNE RANDALL

POSTED
02-09-2022 04:25:11 PM
SUZANNE RANDALL

POSTED
02-09-2022 04:25:11 PM
SUZANNE RANDALL

Estimate 2124-BudgetConsults	592,452.00
Invoice 2124-102	83,672.00
Invoice 2124-103	82,105.07
Invoice 2124-100	172,784.00
This invoice 2124-101	\$236,834.00
Total invoiced	575,395.07

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2124-102
DATE 08/05/2021
TERMS Net 15
DUE DATE 08/20/2021

PROJECT NAME
[2124] Windmill Bridging Docs

ACTIVITY	DUE	AMOUNT
Charges		
3a. Design Development	83,672.00 of 93,672.00	83,672.00
A. Project Management- Problem Finding		
B. Preliminary Regulatory Reviews		
C. Major Drawing Development		
D. Building Systems Definition		
E. Typical Details		
F. Finish Types		

Remaining budget of \$10k held for for bidding & RFIs

Please pay online or make checks payable to Signal Works

BALANCE DUE

\$83,672.00 ✓

Estimate Summary

Estimate 2124-Budget	503,290.00
Invoice 2124-101	236,834.00 ✓
Invoice 2124-100	172,784.00 ✓
This invoice 2124-102	\$83,672.00 ✓
Total invoiced	493,290.00

DCC Invoicing #4

DOWNES CONSTRUCTION LLC

Invoice Approval Page


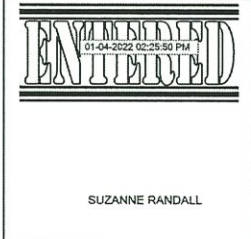
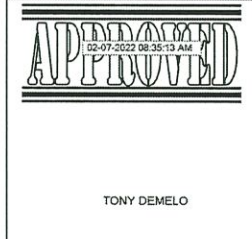
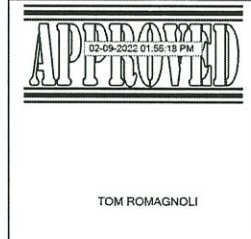


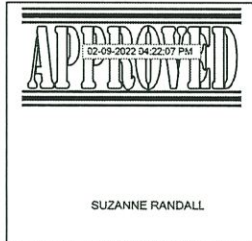


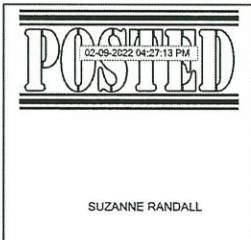


Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2124-102

Invoice Date: 08-05-2021 12:00:00 AM

Amount: 83672

Comment: CONSULTING 7/1-7/31

 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>	 <p>TONY DEMELO</p>	 <p>TOM ROMAGNOLI</p>
 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>
 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>	 <p>SUZANNE RANDALL</p>

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2124-103
DATE 09/15/2021
TERMS Net 15
DUE DATE 09/30/2021

DATE OF SERVICES
08/01/2021 - 08/31/2021

PROJECT NAME
Windmill Bridging Documents

ACTIVITY	DUE	AMOUNT
Charges		
3a. Design Development Architectural Services: - 3a.A.1 DD - Client Meeting: Mandatory Pre-Bid Meeting & RFI Overivew - 3a.A.2 DD - Consultant Coordination/Meetings - State ADA Walkthrough & Discussion - Review of Formal RFP	23,277.00 of 60,342.00	23,277.00
1. Discovery - Envelope Consultant Planned Reimbursable Expenses: 3 of 5 1. Exterior Walls: (12) 3ft x 2ft Masonry vertical access & test cuts - \$48,091 2. Roof: (16) test cuts; (5) 2ft x 2ft and (11) 1ft x 1ft; and, (2) selected roof edge metal - \$3,328 3. Exterior Sampling: Lab Test & Summary Report - \$6,921	100.00 % of 58,340.00	58,340.00
Reimbursable Expenses Flow Test		129.80
Reimbursable Expenses M/E/P Research Materials & Mileage		358.27

Work will be billed monthly determined by the following hourly rates:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$115 for Sr. Designer/Jr. PM
\$105 for Designer
\$ 5 for 24x36 Plot
Detailed report available upon request.

BALANCE DUE

\$82,105.07

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2124-BudgetConsults	592,452.00
Invoice 2124-101	236,834.00

Please pay online or make checks payable to Signal Works
Page 1 of 2

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2124-103

Invoice Date: 09-15-2021 12:00:00 AM

Amount: 82105.07

Comment: CONSULTING 8/1-8/31

RECEIVED
12-22-2021 03:53:20 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:50 PM
SUZANNE RANDALL

APPROVED
10-31-2022 04:07:53 PM
TONY DEMELO

APPROVED
11-01-2022 10:01:53 AM
TOM ROMAGNOLI

REVIEWED
11-02-2022 02:21:44 PM
SUZANNE RANDALL

POSTED
11-02-2022 02:22:07 PM
SUZANNE RANDALL

Invoice 2124-102	83,672.00
Invoice 2124-100	172,784.00
This invoice 2124-103	\$82,105.07
Total Invoiced	575,395.07

Please pay online or make checks payable to Signal Works
Page 2 of 2

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2137-101
DATE 08/06/2021
TERMS Net 15
DUE DATE 08/21/2021

DATE OF SERVICES
07/01/2021 - 07/31/2021

PROJECT NAME
2137 Windmill FF&E

ACTIVITY	DUE	AMOUNT
Charges		
1. Discovery	100.00 % of 2,000.00	2,000.00
1.1 PD - Client Discovery		
0.2 ALL - Consultant Coordination/Meetings		
2. Strategy	38.33 % of 16,650.00	6,381.95
0.4 ALL - Visualization		
2.1 SD - Sketch Proposals		
2.2 SD - Hard lined Proposals		
2.3 SD - Revised Proposals		
3.2.3 CD - Detail Design Interior		
3a. Design Development	0.00 of 4,000.00	0.00

Please pay online or make checks payable to Signal Works

BALANCE DUE **\$8,381.95**

Estimate Summary

Estimate 2137-Budget	22,650.00
Invoice 2137-105	2,463.30
Invoice 2137-104	2,823.75
Invoice 2137-102	1,810.00
Invoice 2137-103	4,680.00
This invoice 2137-101	\$8,381.95
Total invoiced	20,159.00

Pay invoice

DCC INVOICE #4

DOWNES CONSTRUCTION LLC

Invoice Approval Page




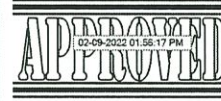






Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-101

Invoice Date: 08-06-2021 12:00:00 AM

Amount: 8381.95

Comment: CONSULTING 7/1-7/31

 SUZANNE RANDALL	 SUZANNE RANDALL	 TONY DEMELO	 TOM ROMAGNOLI
 SUZANNE RANDALL	 SUZANNE RANDALL	 SUZANNE RANDALL	 SUZANNE RANDALL
 SUZANNE RANDALL	 SUZANNE RANDALL		

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2137-102
DATE 09/10/2021
TERMS Net 15
DUE DATE 09/25/2021

DATE OF SERVICES
08/01/2021 - 08/31/2021

PROJECT NAME
2137 Windmill FF&E

ACTIVITY	DUE	AMOUNT
Charges		
2. Strategy	1,810.00 of 16,650.00	1,810.00
- 3a.F.2 DD - 3D Visualization		
- 3b.E.1 CD - Product Selection		
- 4.D.1 CA - Requests for Information		
3a. Design Development	0.00 of 4,000.00	0.00

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$120 for Sr. Architectural Designer/Jr. Proj. Mgr.
\$105 for Architectural Designer
\$95 for Jr. Designer
Detailed report available upon request.

BALANCE DUE

\$1,810.00

Please pay online or make checks payable to Signal Works

Estimate Summary	
Estimate 2137-Budget	22,650.00
Invoice 2137-101	8,381.95
Invoice 2137-103	4,680.00
This invoice 2137-102	\$1,810.00
Total invoiced	14,871.95

Please pay online or make checks payable to Signal Works
Page 1 of 1

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-102

Invoice Date: 09-10-2021 12:00:00 AM

Amount: 1810

Comment: CONSULTING 8/1-8/31

RECEIVED
12-22-2021 03:51:26 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:50 PM
SUZANNE RANDALL

APPROVED
10-31-2022 04:02:59 PM
TONY DEMELO

APPROVED
11-01-2022 10:01:52 AM
TOM ROMAGNOLI

REVIEWED
11-02-2022 02:21:44 PM
SUZANNE RANDALL

POSTED
11-02-2022 02:21:54 PM
SUZANNE RANDALL

Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2137-103
DATE 10/08/2021
TERMS Net 15
DUE DATE 10/23/2021

DATE OF SERVICES
09/01/2021 - 09/30/2021

PROJECT NAME
[2137] Windmill FF&E

ACTIVITY	DUE	AMOUNT
Charges		
2. Strategy - 3b.A.3 CD - Drawing/Delivery Issue - 3b.E.1 CD - Product Selection	4,680.00 of 16,650.00	4,680.00
3a. Design Development	0.00 of 4,000.00	0.00

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$120 for Sr. Architectural Designer/Jr. Proj. Mgr.
\$105 for Architectural Designer
\$95 for Jr. Designer
Detailed report available upon request.

BALANCE DUE

\$4,680.00

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2137-Budget	22,650.00
Invoice 2137-101	8,381.95
Invoice 2137-102	1,810.00
This Invoice 2137-103	\$4,680.00
Total Invoiced	14,871.95

Please pay online or make checks payable to Signal Works

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-103

Invoice Date: 10-08-2021 12:00:00 AM

Amount: 4680

Comment: CONSULTING 9/1-9/30

<p>RECEIVED 12-22-2021 03:51:26 PM</p> <p>SUZANNE RANDALL</p>	<p>ENTERED 01-04-2022 02:25:50 PM</p> <p>SUZANNE RANDALL</p>	<p>APPROVED 10-31-2022 04:05:08 PM</p> <p>TONY DEMELO</p>
<p>APPROVED 11-01-2022 10:01:52 AM</p> <p>TOM ROMAGNOLI</p>	<p>REVIEWED 11-02-2022 02:21:44 PM</p> <p>SUZANNE RANDALL</p>	<p>POSTED 11-02-2022 02:21:59 PM</p> <p>SUZANNE RANDALL</p>

DOWNES CONSTRUCTION LLC

Invoice Approval Page

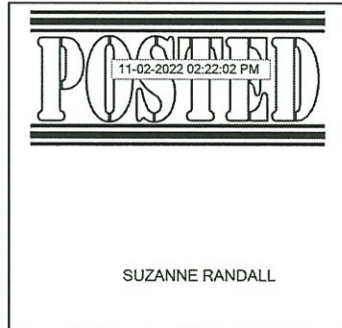
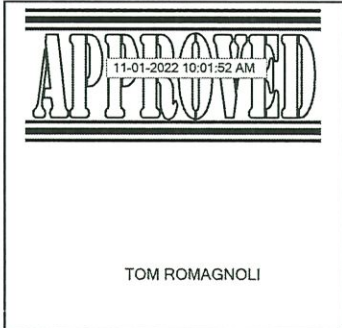
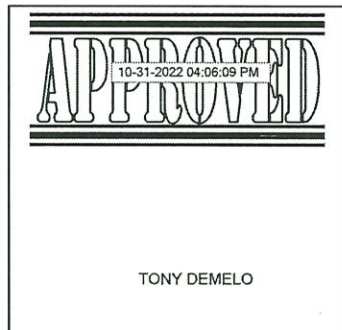
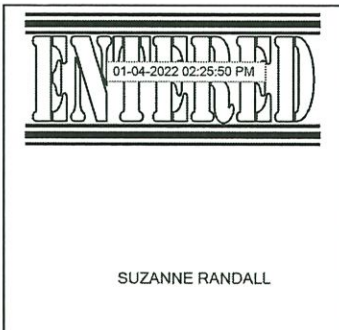
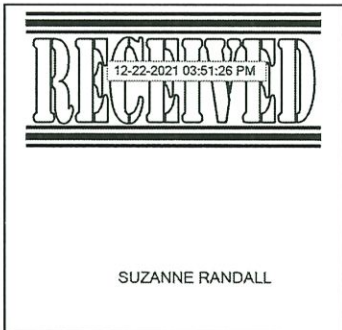
Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-104

Invoice Date: 11-11-2021 12:00:00 AM

Amount: 2823.75

Comment: CONSULTING 10/1-10/31



Signal Works

11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2137-105
DATE 12/09/2021
TERMS Net 15
DUE DATE 12/24/2021

DATE OF SERVICES
11/01/2021 - 11/30/2021

PROJECT NAME
2137 Windmill FF&E

ACTIVITY	DUE	AMOUNT
Charges		
2. Strategy Architectural Services this month: - Delivery Strategy	954.30 of 16,650.00	954.30
3a. Design Development Architectural Services this month: - Product Selection	1,509.00 of 4,000.00	1,509.00

For partially complete phases, work is billed for percentage complete determined by hours worked and the agreement's hourly rates as follows:
\$175 for Principal Architect
\$150 for Studio Director
\$135 for Project Manager
\$120 for Sr. Architectural Designer/Jr. Proj. Mgr.
\$105 for Architectural Designer
\$95 for Jr. Designer
Detailed report available upon request.

BALANCE DUE

\$2,463.30

Please pay online or make checks payable to Signal Works

Estimate Summary

Estimate 2137-Budget	22,650.00
Invoice 2137-101	8,381.95
Invoice 2137-104	2,823.75
Invoice 2137-102	1,810.00
Invoice 2137-103	4,680.00
This invoice 2137-105	\$2,463.30
Total invoiced	20,159.00

Please pay online or make checks payable to Signal Works
Page 1 of 1

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-105

Invoice Date: 12-09-2021 12:00:00 AM

Amount: 2463.3

Comment: CONSULTING 11/1-11/30

RECEIVED
12-22-2021 03:51:26 PM
SUZANNE RANDALL

ENTERED
01-04-2022 02:25:50 PM
SUZANNE RANDALL

APPROVED
10-31-2022 04:06:50 PM
TONY DEMELO

APPROVED
11-01-2022 10:01:53 AM
TOM ROMAGNOLI

REVIEWED
11-02-2022 02:21:44 PM
SUZANNE RANDALL

POSTED
11-02-2022 02:22:04 PM
SUZANNE RANDALL

Signal Works
11 Aleppo St
Providence, RI 02909
www.signalworksarchitecture.com



INVOICE

BILL TO
Joe Desanti
Downes Construction Company
Dir. Of Project Management
10 Dorrance Street
Providence, RI 02903
United States

INVOICE 2137-106
DATE 03/30/2022
TERMS Net 15
DUE DATE 04/14/2022

DATE OF SERVICES 02/01/22 - 02/28/22
PROJECT NAME 2137 Windmill FF&E

ACTIVITY	DUE	AMOUNT
Charges		
3a. Design Development Architectural services this month: -3a DD Completion	2,491.00 of 4,000.00	2,491.00

Project 100% Complete. FINAL INVOICE BALANCE DUE **\$2,491.00**

Estimate Summary	
Estimate 2137-Budget	22,650.00
Invoice 2137-105	2,463.30
Invoice 2137-101	8,381.95
Invoice 2137-104	2,823.75
Invoice 2137-102	1,810.00
Invoice 2137-103	4,680.00
This invoice 2137-106	\$2,491.00
Total invoiced	22,650.00

Pay invoice

Please pay online or make checks payable to Signal Works
Page 1 of 1

DOWNES CONSTRUCTION LLC

Invoice Approval Page

Vendor: SIGNAL - SIGNAL WORKS

InvoiceNo: 2137-106

Invoice Date: 01-03-2024 12:00:00 AM

Amount: 2491

Comment: DESIGN DEVELOPMENT 02/01-02/28

<p>RECEIVED 01-03-2024 12:14:29 PM</p> <p>SUZANNE RANDALL</p>	<p>ENTERED 01-03-2024 12:28:51 PM</p> <p>SUZANNE RANDALL</p>	<p>APPROVED 01-03-2024 01:22:54 PM</p> <p>STEVE SMITH</p>
<p>APPROVED 01-03-2024 01:38:08 PM</p> <p>TOM ROMAGNOLI</p>	<p>REVIEWED 01-04-2024 10:42:36 AM</p> <p>SUZANNE RANDALL</p>	<p>POSTED 01-04-2024 10:51:24 AM</p> <p>SUZANNE RANDALL</p>

William E. O'Gara
401 824-5117
wogara@pdlolaw.com

April 13, 2022

Downes Construction Company
c/o Joseph DeSanti
10 Dorrance Street
Providence, RI 02903

Re: Providence Schools/Project Labor Agreement Study

STATEMENT OF SERVICES RENDERED

For services rendered

\$10,000.00

Tax ID 11-3769678

4886-9289-5515, v. 1



pdlolaw.com

William E. O'Gara
401 824-5117
wogara@pdlolaw.com

October 2, 2024

Joseph DeSanti
Downes Construction Company
254 Eastwood Avenue
Providence, RI 02909

Joseph DeSanti
Downes Construction Company
301 Metro Center Boulevard, Suite 104
Warwick, RI 02886

Re: City of Providence School Construction/Project Labor Agreement Study

STATEMENT OF SERVICES RENDERED

For services rendered

\$10,000.00

Tax ID 11-3769678

Stephen Turner - Providence	Invoice #	Date	Amount	DCC Invoice	Status
Consulting - multiple schools	3777	7/31/2021	\$832.00	Unbilled	Open
Consulting - multiple schools	3804	8/31/2021	\$22,994.50	Unbilled	Open
Consulting - multiple schools	3846	9/30/2021	\$1,000.00	Unbilled	Open
Consulting - multiple schools	3897	10/31/2021	\$10,850.00	Unbilled	Open
Consulting - multiple schools	3933	11/30/2021	\$11,823.50	Unbilled	Open
			\$47,500.00		

Invoice

Stephen Turner Inc.

P.O. Box 2523

Providence, RI 02906

401.273.1935

www.buildingcommissioning.com

Project
City of Providence Schools

Bill To:
Mr. Joseph Desanti Downes Construction LLC 200 Stanley Street New Britain, CT 06050

Date	Invoice No.
07/31/21	3777

Description	Amount
Perform design phase drawing reviews. 25-01-0421 Sub job #32	832.00
	Total \$832.00

Invoice

Stephen Turner Inc.

P.O. Box 2523
 Providence, RI 02906
 401.273.1935
 www.buildingcommissioning.com

Project
City of Providence Schools

Bill To:
Mr. Joseph Desanti Downes Construction LLC 200 Stanley Street New Britain, CT 06050

Date	Invoice No.
08/31/21	3804

Description	Amount
Perform design drawing reviews. Update commissioning plan and systems tracker. Develop commissioning specifications. Attend project meeting. Project correspondence.	3,844.50
Building Envelope Cx:	19,150.00
Pleasant View 80% - \$6,000 Plan review has been issued.	
Classical 80% - \$7,120 Plan review has been issued.	
Nathaniel Green 30% - \$2,040 Plan review is 50% complete.	
Esek Hopkins 30% - \$1,740 Plan review is 50% complete.	
Hope 30% - \$2,250 Plan review is 50% complete.	
25-01-0421 Sub job #32 \$8,543 Sub job #28 \$2,264 Sub job #25 \$1,897 Sub job #35 \$2,520 Sub job #16 \$7,770.50	
	Total \$22,994.50

Invoice

Stephen Turner Inc.
 P.O. Box 2523
 Providence, RI 02906
 401.273.1935
 www.buildingcommissioning.com

Project
City of Providence Schools

Bill To:
Mr. Joseph Desanti Downes Construction LLC 200 Stanley Street New Britain, CT 06050

Date	Invoice No.
09/30/21	3846

Description	Amount
Design review updates. Project correspondence.	1,000.00
25-01-0421	
Sub job #32 \$200	
Sub job #28 \$200	
Sub job #25 \$200	
Sub job #35 \$200	
Sub job #16 \$200	
	Total \$1,000.00

Stephen Turner Inc.

P.O. Box 2523
 Providence, RI 02906
 401.273.1935
 www.buildingcommissioning.com

Invoice

Project
City of Providence Schools

Bill To:
Mr. Joseph Desanti Downes Construction LLC 200 Stanley Street New Britain, CT 06050

Date	Invoice No.
10/31/21	3897

Description	Amount
MEP: Update design phase scheduling and systems tracker. Project correspondence.	800.00
Building Envelope Cx:	10,050.00
Pleasant View 80% - \$0 Plan review has been issued. 25-01-0421	
Classical 80% - \$0 Plan review has been issued. Sub job #28 \$3,600 Sub job #25 \$3,300 Sub job #35 \$3,950	
Nathanael Green 80% - \$3,400 Plan review has been issued.	
Esek Hopkins to 80% - \$2,900 Plan review has been issued.	
Hope to 80% - \$3,750 Plan review has been issued.	
	Total \$10,850.00

 **AIA[®] Document C172[™] – 2014****Standard Form of Agreement Between Owner and Program Manager for use on a Single Project**

(Paragraph deleted)

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand and Twenty

BETWEEN the Owners Representative client identified as the Owner:

The City of Providence
Board of Contact and Supply
Providence City Hall
25 Dorrance Street
Providence, RI 02903

and the Owners Representative:

Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06051

for the following Projects:

City of Providence School Construction Projects as detailed in the Request for Proposals opened April 6th 2020 – including Addendums 1 to 5 attached as Exhibit A.

The Owner and Owners Representative agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

AIA Document C172[™] – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322693 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1681013068)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	OWNERS REPRESENTATIVE'S RESPONSIBILITIES
3	SCOPE OF OWNERS REPRESENTATIVE'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION
9	MISCELLANEOUS PROVISIONS
10	COMPENSATION
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction. Attached as Exhibit B.

§ 1.3 Project Information

§ 1.3.1 The Owner's program for the Project:

The City of Providence is embarking upon a significant investment in our School buildings. This investment will enable the children of Providence to learn in safe, state of the art facilities. Given this large investment in the City's future, and the importance of ensuring these projects are completed on-time, on/under budget and constructed as designed, the City would like to procure for the services of an experienced Owners Representative team via the State of Rhode Island's Master Price Agreement 430. The initial engagement would be for 3 years with two (2) one (1) year options to extend the contract. (solely at the City's discretion).

The Scope of Services as described in the RFP attached as Exhibit A.

(Identify documentation or state the manner in which the program will be developed.)

§ 1.3.2 The Project's physical characteristics:

Init.

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographical surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To Be Determined in accordance with the RFP and Addendums 1 to 5 attached here to as Exhibit A.

§ 1.3.3 Preliminary assessment of the condition of existing facilities or site, if any:
(Identify or describe written reports of the conditions of existing facilities or site.)

TBD

§ 1.3.4 Funding source:
(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

\$128,000,000 approved funding through RIDE and the State of RI.
An additional \$150,000,000 to be approved through RIDE and the State of RI.

§ 1.3.5 The Owner's budget for the Project:
(Provide the Owner's total budget for the Project and, if known, a line-item breakdown of all costs described in Section 3.5.1.)
As outlined in Exhibit B.

§ 1.3.6 The Owner's intended procurement or delivery method for design and construction of the Project:
(Identify method such as competitive bid, negotiated contract, multiple prime contracts, or construction management.)
Negotiated, Design Build and Construction Management at Risk

§ 1.3.7 Anticipated scheduling information:
(Include overall Project duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for the Project.)

.1 Anticipated dates of Project commencement and completion:

.1 Commencement of design, if other than the date of this Agreement:

TBD

.2 Completion of design:

TBD

.3 Commencement of construction:

TBD

.4 Completion of construction:

TBD

.2 Other Project scheduling information:

Program Requirements to be completed by June 30, 2024.

§ 1.3.8 Other information regarding the Project:
(Identify any other available studies or reports, as well as special characteristics or needs of the Project, such as historic preservation requirements, not provided elsewhere.)

N/A

§ 1.3.9 The Owner's anticipated sustainable objective for the Project, if any:
(Identify the Owner's sustainable objective for the Project such as sustainability certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

TBD

§ 1.4 Project Team

§ 1.4.1 The Owner will retain the following consultants and contractors:
(List name, discipline, address, and other information.)

TBD

§ 1.4.2 The Owners Representative will retain the consultants identified in Sections 1.4.2.1 and 1.4.2.2:

§ 1.4.2.1 Consultants retained under Basic Services:
(List name, discipline, address, and other information.)

TBD

§ 1.4.2.2 Consultants retained under Additional Services:
(List name, discipline, address, and other information.)

TBD

§ 1.4.3 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other information.)

Jordan Day
Senior Deputy Chief Operating Officer & CIP Analyst
Office of the Mayor Jorge O. Elorza
Providence City Hall
25 Dorrance Street
Providence RI 02903

§ 1.4.4 The persons or entities, in addition to the Owner's representative, who are required to review and approve the Owners Representative's submittals to the Owner are as follows:
(List name, address, and other information.)

TBD

§ 1.4.5 The Owners Representative identifies the following representative in accordance with Section 2.4:
(List name, address, and other information.)

David N. Patrick
President
Downes Construction Company, LLC
200 Stanley Street
New Britain, CT 06051

§ 1.5 Other Initial Information on which the Agreement is based:

Init.

§ 1.6 The Owner and Owners Representative may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Owners Representative shall appropriately adjust the schedule, the Owners Representative's services, and the Owners Representative's compensation.

ARTICLE 2 OWNERS REPRESENTATIVE'S RESPONSIBILITIES

§ 2.1 The Owners Representative shall provide the services as set forth in this Agreement.

§ 2.2 The Owners Representative shall perform its services consistent with the skill and care ordinarily provided by Owners Representatives practicing in the same or similar locality under the same or similar circumstances. The Owners Representative shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Owners Representative, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Owners Representative's proposed key staff members, the Owner may reply to the Owners Representative in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Owners Representative shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Owners Representative shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.4 The Owners Representative shall identify a representative authorized to act on behalf of the Owners Representative with respect to the Project.

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

§ 2.6 The Owners Representative shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Owners Representative shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Owners Representative shall provide prompt written notice to the Owner if the Owners Representative becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.7 Insurance. The Owners Representative shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Owners Representative normally maintains, the Owner shall reimburse the Owners Representative for any additional cost as set forth in Section 10.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million dollars (\$1,000,000) for each occurrence and Two Million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Owners Representative and non-owned vehicles used by the Owners Representative with policy limits of not less than One Million dollars (\$1,000,000) combined single limit per claim in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Owners Representative may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand dollars (\$500,000).

Init.

§ 2.7.5 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than One Million dollars (\$1,000,000) per claim and One Million dollars (\$1,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Owners Representative's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Owners Representative shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF OWNERS REPRESENTATIVE'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Owners Representative's Basic Services consist of those described in this Article 3. The Owners Representative shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Owners Representative shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the Projects, nor shall the Owners Representative be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the Project in accordance with the plans, specifications, or other contract or legal requirements. The Owners Representative shall be responsible for the Owners Representative'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 Owner's consultants or contractors.

§ 3.1.2 The Owners Representative shall provide the Owner with a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ 3.1.3 The Owners Representative shall assist the Owner in determining the Owner's need for retaining consultants to provide professional and other services for the Project, and assist the Owner in reviewing qualifications and selecting any such consultants. The Owners Representative shall periodically review the development of the design for the Project, and provide recommendations to the Owner for systems, materials, equipment, and techniques that may be utilized to achieve design standards for the Projects, if any.

§ 3.1.4 The Owners Representative shall assist the Owner in selecting the services of independent testing laboratories, review their reports, and make recommendations, if any, to the Owner based on that review.

§ 3.1.5 The Owners Representative shall assist the Owner in coordinating the professional services of surveyors, special consultants, and testing laboratories required for the Projects.

§ 3.1.6 The Owners Representative shall assist the Owner in reviewing the qualifications of, and in selecting and retaining, the Contractor for the Projects.

§ 3.1.7 The Owners Representative shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Projects as appropriate.

§ 3.1.8 The Owners Representative shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over the Projects; and shall assist the Owner in connection with the Owner's responsibility for filing documents required for such approvals. The Owners Representative shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Owners Representative shall verify that the Owner has paid applicable fees and assessments.

§ 3.1.9 The Owners Representative and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Project.

Init.

§ 3.1.10 The Owners Representative shall retain all Project related documents and information it receives. Upon reasonable notice, the Owner shall have access to all such documents and information. Project participants shall have access to such documents and information only as approved by the Owner. The Owners Representative shall preserve such documentation and information for a period of one year from the date of Substantial Completion and at that time provide a copy to the Owner.

§ 3.2 Project Management Plan

§ 3.2.1 In order to ascertain the requirements of the Project, the Owners Representative shall review and discuss with the Owner the Initial Information, along with any other information to be furnished by the Owner and listed below. *(List other information to be furnished by the Owner.)*

TBD

§ 3.2.2 The Owners Representative shall develop and document a Project Management Plan with recommendations for the Owner's internal management of the Project, including a description of, and requirements pertaining to, the following:

- .1 Project management approach and organization, including executive, management and team staffing plan and responsibilities;
- .2 Project planning and development activities, including strategic planning; prioritizing; and defining scope, schedule, and budget for the Project;
- .3 Cost estimates, if selected in Section 4.1;
- .4 Project management controls, including scope, budget/cost, schedule, and quality management plan;
- .5 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; procedures for evaluating and approving substitutions; and strategy for affirmative action or diversity planning;
- .6 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for Project construction procurement, such as award, contracting, notice to proceed, Change Orders, payment certification; and Project closeout;
- .7 Project communication procedures, including systems, meetings, reporting, investigation, and records;
- .8 Development of design process guidelines, including coordination and permit process;
- .9 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, Change Order management, commissioning, and Project closeout procedures; and
- .10 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Project Management Plan shall also include the Owners Representative's recommendations regarding the delivery method for design and construction of the Project.

§ 3.2.4 The Owners Representative shall obtain the Owner's approval of the Project Management Plan, and any subsequent revisions to the Project Management Plan.

§ 3.3 Information Management and Standards

§ 3.3.1 The Information Management System is a web-based system used to distribute Project related information. Unless otherwise indicated in Section 3.3.2 below, the Owners Representative shall implement a File Sharing System, as described in Section 3.3.3, as the Information Management System for the Project.

§ 3.3.2 If the Owners Representative is to implement an Information Management System other than the File Sharing System, check the appropriate box below. If the Owners Representative is not going to implement an Information Management System, select "None" below. Nothing in this Section 3.3 is intended to relieve the Owners Representative of the information retention obligations set forth in Section 3.1.10.

Project Management Information System (pursuant to section 3.3.4 below)

Other Information Management System

(Describe in detail the web-based system to be implemented, maintained and upgraded, as necessary, by the Owners Representative.)

Init.

Procure

[] None

§ 3.3.3 File Sharing System. The Owners Representative shall implement, maintain, and upgrade as necessary, a web-based File Sharing System to be used to receive and distribute Project Reports, Project Schedules, and other information as agreed by the Owner and the Owners Representative.

§ 3.3.4 Project Management Information System. The Owners Representative shall implement, maintain, and upgrade as necessary, a web-based Project Management Information System to be used to receive, distribute, and maintain Project Reports, Project Schedules, and other information as agreed by the Owner and the Owners Representative. Activities under the Project will be scheduled and documented through the Project Management Information System. The Project Management Information System shall organize information by activity or other relevant categories, as determined by the Owners Representative and Owner. The Owners Representative shall collect information pertaining to the Project, and update the Project Management Information System on a weekly basis unless otherwise agreed. The Project Management Information System shall contain, at a minimum, the current status on contracts, budget, and schedule, and the documents identified in this Section 3.3.4, including the following:

- .1 The Contract Documents
- .2 Addenda
- .3 Change Orders and Construction Change Directives
- .4 Modifications
- .5 Construction schedules and submittal schedules
- .6 Requests for information and any responses, logs, or compilations pertaining to requests for information
- .7 Approved Shop Drawings, Product Data, and similar required submittals
- .8 Certificates of insurance received from the Contractor
- .9 Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment
- .10 Affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens
- .11 Minutes for any meeting the Owners Representative attends
- .12 Any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals
- .13 Other

§ 3.3.5 The Owner shall have access to all information in the Information Management System. Other Project participants shall have access to specific information only as approved by the Owner. The Owners Representative shall preserve the documentation and information contained in the Information Management System for a period of one year from the date of Substantial Completion and at that time provide a copy of all documentation and information contained in the Information Management System to the Owner.

§ 3.3.6 The Owners Representative shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Information Management System. The Owners Representative shall provide information to the Owner and the Owner's consultants and contractors, as required, regarding the use of the Information Management System.

§ 3.4 Project Report. On a monthly basis, or as otherwise agreed to by the Owner, the Owners Representative shall prepare a Project Report. The Project Report shall include the following:

- .1 A summary update of the Project status, including photographs to document the progress of the Project
- .2 An updated Project Schedule
- .3 Actual and anticipated costs related to the Project
- .4 Cost and payment reports for each consultant and construction contract
- .5 Updated cash flow projections
- .6 Tests and inspection reports
- .7 A status report of nonconforming and rejected Work

Init.

AIA Document C172® - 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322693 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1681013068)

- .8 Proposed and approved Change Orders
- .9 Any actual or potential claims pertaining to the Project
- .10 A status update of the Contractor's submittals
- .11 Other

§ 3.5 Project Budget Control

§ 3.5.1 If the Owner has not established a budget for the Project, the Owners Representative and the Owner shall collaborate to prepare a Project Budget, which shall include the costs for the Owners Representative's services, the costs of the services of the Owner's other consultants; the costs for design and construction of the Project, reasonable cost contingencies, and additional cost projections and information as necessary. The Owner shall review and approve the Project Budget in writing. On a monthly basis, or as otherwise agreed to by the Owner, the Program shall update and provide reports on the Project Budget. If a Project Management Information System is selected in Section 3.3, the Owners Representative shall organize the Project Budget in a manner that will allow costs to be tracked using the Project Management Information System.

§ 3.5.2 The Owners Representative shall develop and implement a system of budget and cost controls to assist the Owner in the management of Project costs. The Owners Representative shall prepare cash flow projections of costs for the Project.

§ 3.5.3 The Owners Representative shall share information regarding the Project Budget with the Owner's consultants as authorized by the Owner.

§ 3.5.4 The Owners Representative shall report the impact on the Project Budget of contracts and Modifications proposed by the Owner and the Owner's consultants and contractors.

§ 3.6 Project Schedule Control

§ 3.6.1 The Owners Representative shall prepare a Project Schedule showing priorities, sequences, durations, and responsible parties, for major design, pricing, construction, and Owner activities. The Project Schedule shall also identify critical milestone dates and schedule contingencies. As the Project progresses, the Owners Representative shall update the status and expand the level of detail of the Project Schedule. The Project Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 the design and construction schedules, including dates of commencement and completion, and other Project milestones;
- .3 Project components that need to be ordered or procured by the Owner, if any; and
- .4 the Owner's occupancy requirements, and any portions of the Project having occupancy priority.

§ 3.6.2 The Owners Representative shall provide recommendations for sequencing and phasing to meet overall Project objectives.

§ 3.6.3 The Owners Representative shall monitor and report on the progress of the Project and advise the Owner of observed deviations from the Project Schedule or key milestones that may impact Substantial Completion or final completion. The Owners Representative shall include the reports in the Project Management Information System if selected in Section 3.3. The Owners Representative shall consult with the Owner and the Owner's consultants and contractors and assist the Owner in developing recovery plans when the schedules or objectives are not being met.

§ 3.7 Project Quality Control

§ 3.7.1 The Owners Representative shall establish quality control guidelines, that the Owner may include in agreements between the Owner and the Owner's consultants or contractors, and distribute them through the Information Management System, if one is selected in Section 3.3.

§ 3.7.2 The Owners Representative shall confirm that the Contractor has prepared a safety program and quality control plan.

Init.

§ 3.7.3 Unless the Owners Representative shall provide on-site representation as an additional service pursuant to Section 4.2.1, the Owners Representative shall visit the site at intervals appropriate to the state of construction, or at the specific intervals or milestones set forth in Section 3.7.3.1, to become generally familiar with the progress and quality of the portion of the Work completed.

§ 3.7.3.1 If the Owners Representative is required to visit the site at specific intervals or milestones, set forth such intervals or milestones below.

§ 3.7.4 The Owners Representative shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.8 Other Services

§ 3.8.1 Subject to Sections 4.3.1 and 4.5.1, upon the Owner's written request, the Owners Representative shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Project and the Owner.

§ 3.8.2 The Owners Representative shall schedule and conduct meetings with the necessary Project participants to coordinate the progress of the Project. The Owners Representative shall also prepare minutes of such meetings. The Owners Representative shall include its meeting minutes, as appropriate, in the Project Management Information System if selected in Section 3.3.

§ 3.8.3 The Owners Representative shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor.

§ 3.8.4 The Owners Representative shall assist the Owner in selecting the dispute resolution procedures to be included in the agreements between the Owner and consultants and contractors for disputes arising out of the Project.

§ 3.8.5 Upon the written request of the Owner, the Owners Representative shall evaluate and provide input to the Owner on claims arising out of the Project.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services listed below are not included in Basic Services but may be required for the Project.

§ 4.1 Cost Estimating Services

The Owners Representative shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Owners Representative for the Additional Services selected in this Section 4.1 as set forth in Section 10.3.

(Designate the services the Owners Representative shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	§ 4.1.1 Based on the preliminary design and other design criteria prepared by the Architect and provided by the Owner, the Owners Representative shall prepare a written preliminary estimate of the Cost of the Work using area, volume, or similar conceptual estimating techniques. If the Architect suggests alternative materials and systems, at the request of the Owner the Owners Representative shall provide written cost evaluations of those alternative materials and systems, and may also provide its own suggestions for review and consideration by the Owner. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractor's general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect or Owners Representative, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.
X	§ 4.1.2 As the Architect progresses with the preparation of the schematic design, design development, and construction documents, the Owners Representative shall prepare and update, at appropriate intervals agreed to by the Owner and Owners Representative, written estimates of the Cost of the Work in increasing detail and refinement. The Owners Representative shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Owners Representative shall advise the Owner in writing if it appears that the Cost of the Work may exceed the Project Budget and make recommendations for corrective action to be considered by the Owner and

Init.

	Architect, and if appropriate, incorporated by the Architect.
X	§ 4.1.3 The Owners Representative shall provide written recommendations regarding add and deduct alternates to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect in the Drawings and Specifications.

§ 4.2 Construction Contract Administration Services

The Owners Representative shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Owners Representative for the Additional Services selected in this Section 4.2 as set forth in Section 10.3.

(Designate the services the Owners Representative shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	§ 4.2.1 The Owners Representative shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Owners Representative shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Architect in writing of observed defects and deficiencies in the Work.
X	§ 4.2.2 The Owners Representative shall review information regarding tests and inspections provided by the Contractor, and provide written comments to the Owner, for consideration by the Owner and Architect, regarding any questions or concerns the Owners Representative has with the information provided by the Contractor.
X	§ 4.2.3 If the Owners Representative reasonably believes the Architect should reject Work or require additional inspection or testing of the Work, the Owners Representative shall promptly recommend such actions to the Owner and Architect in writing. The Owners Representative shall also recommend to the Owner, in writing, courses of action when requirements of a contract are not being fulfilled. The Owners Representative shall include all recommendations required by this Section 4.2.3 in its Project Reports.
X	§ 4.2.4 The Owners Representative shall review the Contractor's Applications for Payment and provide written recommendations, if any, to the Owner and Architect.
X	§ 4.2.5 If requested by the Architect and Owner, the Owners Representative shall evaluate Contractor requests for information regarding the Contract Documents and provide written recommendations to the Owner and Architect.
X	§ 4.2.6 When requested by the Owner, the Owners Representative shall review requests for changes, assist the Owner and Architect in evaluating and negotiating Contractors' proposals, and submit written recommendations to the Architect and Owner. Upon request by the Owner, the Owners Representative will review Change Orders and Construction Change Directives prepared by the Architect and provide written comments regarding any questions or concerns the Owners Representative has regarding the Change Orders or Construction Change Directives.
X	§ 4.2.7 The Owners Representative shall review the Contractor's daily logs and other similar relevant data as the Owner may require, and provide written comments to the Owner regarding any questions or concerns the Owners Representative has regarding the daily logs or other data.
X	§ 4.2.8 The Owners Representative shall evaluate whether the Work, or a designated portion thereof, is substantially complete and provide its written recommendations to the Owner and Architect. Upon the Contractor's completion of the Work, the Owners Representative shall inspect the Work and provide written recommendations to the Owner and Architect.
X	§ 4.2.9 With the Architect and the Owner's maintenance personnel, the Owners Representative shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment, and observe any commissioning as the Contract Documents may require.
X	§ 4.2.10 The Owners Representative shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and Project close-out. The Owners Representative shall deliver to the Owner all keys, manuals, record drawings, and maintenance stocks it receives from the Contractor.
X	§ 4.2.11 The Owners Representative shall review the Contractor's final Application for Payment and provide written recommendations, if any, to the Owner and Architect.
X	§ 4.2.12 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Owners Representative shall, without additional compensation, attend a meeting with the Owner and Architect to review the facility operations and performance.

§ 4.3 The Owners Representative shall provide the listed Additional Services only if specifically designated in the table below as the Owners Representative's responsibility, and the Owner shall compensate the Owners Representative as provided in Section 10.3.

(Designate the Additional Services the Owners Representative shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.4 or in an attached exhibit. If in an

Init.

AIA Document C172™ - 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322693 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

11

(1681013068)

exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the program management context.)

Services NP – Not Provided OR – Owners Representative O - Owner	Responsibility (Owners Representative, Owner or not provided)	Location of Service Description (Section 4.4 below or in an exhibit attached to this document and identified below)
§ 4.3.1 Community communications not included in Section 3.8.1	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.2 Capital campaign support	NP	
§ 4.3.3 Assistance with sustainability certifications	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.4 Affirmative action/diversity compliance and outreach	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.5 Existing facilities analysis	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.6 Site Selection Analysis (B203™-2007)	O	
§ 4.3.7 Economic analysis	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.8 Programming (B202™-2009)	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.9 Master planning	OR	
§ 4.3.10 Design standards services	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.11 Early procurement of materials and equipment	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.12 FF&E procurement coordination	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.13 Life cycle analysis	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.14 Move management	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.15 Coordination of hazardous material testing or abatement	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.16 Payroll compliance services	OR	Exhibit C – Downes Construction RFP Submission
§ 4.3.17 Stakeholder relationships management	OR	Exhibit C – Downes Construction RFP Submission

§ 4.4 Insert a description of each Additional Service designated in Section 4.3 as the Owners Representative's responsibility, if not further described in an exhibit attached to this document.

§ 4.5 Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Owners Representative, any Additional Services provided in accordance with this Section 4.5 shall entitle the Owners Representative to compensation pursuant to Section 10.4.

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

- .1 Services necessitated by a change in the Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Project including, but not limited to, size,

Init.

AIA Document C172™ – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322693 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1681013066)

- quality, complexity, the Owner's Project Schedule or Project Budget, or procurement or delivery methods listed in Section 1.3.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations, or by official interpretations, after the date of this Agreement;
 - .3 Preparation for, and attendance at, public presentations, meetings, or hearings, in excess of hours listed in Exhibit C attached;
 - .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Owners Representative is party thereto;
 - .5 Services required to assist in the repair or replacement of any elements of construction for any cause except the negligence of the Owners Representative; or
 - .6 Services required by deficiencies in the performance or default of Owner's consultants or contractors.

§ 4.5.2 If the services covered by this Agreement have not been completed within fifty (50) months of the date of this Agreement, through no fault of the Owners Representative, an extension of the Owners Representative's services beyond that time shall be compensated as Additional Services pursuant to Section 10.4.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, including the information in Article 1; information pertaining to other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Owners Representative to perform its services.

§ 5.2 The Owner shall collaborate with the Owners Representative to establish and periodically update the Project Budget including (1) the Owners Representative's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall promptly notify the Owners Representative if the Owner significantly increases or decreases the Project Budget.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Project except for those consultants retained by the Owners Representative as listed in Section 1.4.2. The Owner shall provide the Owners Representative with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Owners Representative and its consultants as Additional Insureds on all insurance policies where available.

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

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

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

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

Init.

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

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Owners Representative if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Owners Representative.

§ 5.10 In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Owners Representative and provide information and documents reasonably necessary for the Owners Representative to prepare and update the Project Management Plan or as otherwise required for the Owners Representative to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Owners Representative's consultants through the Owners Representative about matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall notify the Owners Representative of any such communication that affects the Project. The Owner shall promptly notify the Owners Representative of any direct communications that may affect the Owners Representative's services.

§ 5.12 The Owner shall provide the Owners Representative access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Owners Representative access to the Project site wherever Work is in preparation or progress.

§ 5.13 The Owner shall purchase and maintain, or require its contractors to purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This policy shall cover reasonable compensation for Owners Representative's services and expenses required as a result of such insured loss.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Owners Representative assigns to the Owner its rights, including copyright, in its Instruments of Service. The Owners Representative shall obtain a similar assignment to the Owner from the Owners Representative's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Owners Representative, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.2 The Owners Representative and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Information Management System and the Project Management Plan developed or contributed by the Owners Representative or the Owners Representative's consultants and contractors. Ownership of the data in the Information Management System and the Project Management Plan does not include ownership of any proprietary software developed and owned by the Owners Representative and used in connection with the collection, manipulation, or publication of the data in the Information Management System and the Project Management Plan. Unless the Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate at the time of termination of this Agreement. The Owners Representative shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Information Management System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Owners Representative shall include provisions consistent with the provisions in this Section 6.3 in the Owners Representative's agreements with the Owners Representative's consultants. If the Owners Representative rightfully terminates this Agreement for cause as provided in Section 8.4, the Owners Representative's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate. Ownership of data obtained from, or compiled, developed or contributed by, the

Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Owners Representative shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other, arising out of or related to this Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work on the Project. The Owner and Owners Representative waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance required under Section 5.13, the Owner and Owners Representative waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 5.13. The Owner or the Owners Representative, as appropriate, shall require of their contractors, consultants, and agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Owners Representative shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owners Representative, its employees and its consultants in the performance of services under this Agreement. The Owners Representative's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 7.1.4 The Owners Representative and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.2.2 The Owner and Owners Representative shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Owners Representative do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.3 of this Agreement

Litigation in a court of competent jurisdiction

Init.

AIA Document C172™ - 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322593 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(1681013058)

[] Other: (Specify)

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 7.3.4 Consolidation or Joinder

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

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

§ 7.3.4.3 The Owner and Owners Representative grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Owners Representative under this Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

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

§ 8.2 If the Owner suspends the Project, the Owners Representative shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owners Representative shall be compensated for expenses incurred in the interruption and resumption of the Owners Representative's services. The Owners Representative's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

AIA Document C172™ – 2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:16:43 ET on 03/11/2021 under Order No.0259322693 which expires on 08/29/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

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

§ 8.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 8.6 In the event of termination not the fault of the Owners Representative, the Owners Representative shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the Owners Representative's services and include expenses directly attributable to termination for which the Owners Representative is not otherwise compensated.

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Owners Representative are set forth in Article 6.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

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

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

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Owners Representative.

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

§ 9.6 The Owners Representative shall have the right to include photographs of the Project among the Owners Representative's promotional and professional materials. The Owners Representative shall be given reasonable access to the Project to take photographs. However, the Owners Representative's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Owners Representative in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Owners Representative in the Owner's promotional materials for the Project.

§ 9.7 If the Owners Representative or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

init.

§ 9.7.1 If the Owners Representative or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Owners Representative's employees who are involved with the Project prior to one year after completion of the Project. If the Owner hires a Owners Representative's employee involved with the Project prior to one year after completion of the Project, the Owner agrees to pay the Owners Representative an amount as set forth below.

(Insert stipulated sum or method of calculation for the amount to be paid to the Owners Representative)

ARTICLE 10 COMPENSATION

§ 10.1 For the Owners Representative's Basic Services described under Article 3, the Owner shall compensate the Owners Representative as follows:

Years 1 to 3 – Four Million Five Hundred Fifty-One Thousand Two Hundred and Seventy Dollars – (\$4,551,270.00)

Option Year 1 (Year 4 of this agreement) One Million Five Hundred and Fifty Thousand Nine hundred and Ninety Dollars – (\$1,550,990.00)

Option Year 2 (Partial Year 5 of this agreement based on RFP schedule) Three Hundred and One Thousand Three Hundred and Twenty Dollars – (\$301,320.00)

§ 10.2 The hourly labor cost rates and billing rates for services of the Owners Representative and the Owners Representative's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the *(Paragraphs deleted)*

Owners Representative's and Owners Representative's consultants' normal review practices.

Employee or Category	Rate
Refer to Exhibit C - Pricing	

§ 10.3 For Additional Services designated in Sections 4.1, 4.2, or 4.3, the Owner shall compensate the *(Paragraphs deleted)*

Owners Representative as follows: In accordance with Exhibit C cost rates.

§ 10.4 For Additional Services that may arise during the course of the Project, including those under Section 4.5, the Owner shall compensate the *(Paragraphs deleted)*

Owners Representative as follows: In accordance with Exhibit C cost rates.

§ 10.5 Compensation for Additional Services of the Owners Representative's consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Owners Representative plus five percent (5%), or as otherwise stated below:

Init.

§ 10.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Fees paid for testing, surveys or other data obtained at the request of the Owner;
- .5 Printing, reproductions, plots, standard form documents;
- .6 Postage, handling, and delivery;
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Professional photography and presentation materials requested by the Owner;
- .9 Owners Representative's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Owners Representative's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;
- .11 Site office expenses, if authorized in advance by the Owner;
- .12 Customization of the Information Management System; and
- .13 Other similar Project-related expenditures.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Owners Representative and the Owners Representative's consultants plus Five percent (5%) of the expenses incurred.

§ 10.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Owners Representative normally maintains and the Owners Representative incurs additional costs to satisfy such requirements, the Owner shall reimburse the Owners Representative for such costs as set forth below:

N/A

(Paragraphs deleted)

§ 10.7 Compensation for Use of Owners Representative's Proprietary Software

If the Owner terminates the Owners Representative for its convenience under Section 8.5, or the Owners Representative terminates this Agreement under Section 8.3, or upon completion of the Owners Representative's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Owners Representative's proprietary software developed and owned by the Owners Representative in accordance with Section 6.3, as follows:

1.5% of Project Cost

§ 10.8 Payments to the Owners Representative

§ 10.8.1 An initial payment of Ten Thousand dollars (\$10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Owners Representative's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Owners Representative.

1.2 % Per Month

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

Init.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years after the termination or completion of this Agreement.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Owners Representative 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 Owners Representative.

§ 12.2 This Agreement is comprised of the following documents listed below:

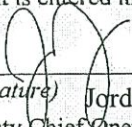
1. AIA Document C172™-2014, Standard Form Agreement Between Owner and Owners Representative for use on a Single Project
- 2.
3. Other documents:
 - AIA A201-2007 General Conditions of the Contract
 - Exhibit A – Board of Contract Supply – Request for Proposals
 - Exhibit B – Owners Project Budgets Amounts
 - Exhibit C – Downes Construction RFP Submission Dated April 15, 2020

(Paragraph deleted)

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

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



OWNER (Signature) 
Jordan Day,
Senior Deputy Chief Operating Officer

(Printed name and title)


OWNERS REPRESENTATIVE (Signature)
David N. Patrick, President

(Printed name and title)

OWNER's Legal Representative (Signature)

(Printed name and title)

Approved as to form and correctness:



Adrienne G. Southgate, Deputy City Solicitor

Init.