



Project Leaders

July 15, 2025

Ms. Gina M. Picard, Superintendent
Chariho Regional School District
455A Switch Road
Wood River Junction, RI 02894

Subject: *Additional Services Proposal to Provide Owner's Project Management (OPM) Services for the Chariho Regional School District (RSD) - RIDE Stage II*

Dear Dear Ms. Picard:

I would like to express the enthusiasm felt by all of us at Colliers regarding the opportunity to continue to serve the Chariho RSD on this very important project. We are very proud to continue to be a trusted partner on your capital projects, and our entire team remains fully committed to continuing to provide a high level of service into the future.

This letter is written in response to your request for an additional services proposal for OPM Services for RIDE Stage II, to be submitted to the School Building Authority in February 2026 and completed with an MOA issued by RIDE no later than June 30, 2026. Based upon our understanding of the project and intended schedule, we envision our role in the project to include the following services:

- Facilitation of meetings with the regional school district and RIDE to review the district's Capital Improvement Plan
- Assisting the regional school district in developing the documents required for the Stage II submission that need to be generated by the school district
- Provision of project management services to set deliverable schedules, budget, and coordinate workflow, to be completed for the Stage II submission
- Provision of limited commissioning review for projects proposed, as required by RIDE
- Final assembly and submission to RIDE of Stage II documents, on or before February 15, 2026
- Coordination with RIDE post submission in anticipation of the receipt of a MOA

Based upon the scope of services and schedule, we are offering fee for service:

Fee for Service	
Stage II Fee	\$185,000
Allowance for Reimbursables	\$ 12,000
Total Fee	\$197,000

The table below provides an hourly rate schedule for each team member.

2025 Hourly Rates	
Category	Hourly Rate
Executive Director	\$375
Regional Director	\$350
Senior Director	\$310
Director	\$285
Technical Director	\$260
Associate Director	\$245
Senior Project Manager	\$230
Senior Technical Specialist	\$225
Senior Construction Representative	\$195
Project Manager	\$185
Construction Representative	\$180
Technical Specialist	\$175
Assistant Project Manager	\$160
Financial Specialist	\$160
Project Coordinator	\$150
Administrative Support	\$130

These rates are subject to an escalation of up to 4% per year and will be adjusted annually in January.



Project Leaders

We are very excited about the opportunity to continue to develop our relationship with the Chariho Regional School District and are ready to get moving forward together. Please feel free to contact me at (401) 418-3244 or holly.demers@collierseng.com regarding this proposal or any other matter with which we may offer assistance.

Sincerely,

Holly Demers Sawyer
Director, Project Management Services

Your signature in the space provided below and return of a signed copy to CPL will signify your acceptance of the terms proposed in this letter of agreement, the CPL Terms & Conditions which are attached to this letter and the ability to mutually adjust scope of services and corresponding fees if applicable at a later date. Any changes to this scope must be agreed upon in writing prior to formal modifications of the agreement as set forth in this document.

Client Authorized Signature

Name

Signature

Title

Date

Colliers Project Leaders USA NE, LLC Authorized Signature

Name

Signature

Title

Date

Colliers Project Leaders USA NE, LLC ("CPL") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between CPL and said Client.

1.0 SCOPE OF SERVICES:

A description of the services to be provided by CPL will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and CPL will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, CPL may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and CPL.

Where Lump Sum or Unit Price Contracts are signed, and the project completion is extended beyond a date 3 months after the original date identified, CPL reserves the right to increase fees accordingly and adjust hourly rates in accordance with the Regions Consumer Price Index or as stipulated in the provided Unit Price/Hourly Rate schedule. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, CPL reserves the right to increase the balance of the fee still to be billed as of the anniversary date. Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, CPL reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CPL bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, CPL reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

Expenses incurred for services, equipment, and facilities not furnished by CPL are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay CPL for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

CPL bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, CPL reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of CPL. CPL will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, CPL will withdraw all pending applications for the project.

5.0 RETAINER:

CPL reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

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PROJECT/JOBSITE CONTROL:

It is expressly agreed that the CPL is not responsible for Project design which services shall remain the responsibility of the architect and/or engineer. The parties acknowledge and agree that any suggestions made by CPL in connection with the Services must be fully reviewed by the architect and/or engineer and approved by the architect and/or engineer prior to incorporation into the final design. Review by CPL in no way relieves the architect and/or engineer of Record of its obligation to design a project that meets applicable building and energy codes and the Owner's Project requirements, and such review in no instance supersedes decisions of such architect and/or engineer. CPL shall not be responsible for the actions of the contractor, subcontractors, and for any means and methods used for the construction of the Project. CPL does not guarantee the performance of the construction contract by the Client's contractors, or the subcontractors and CPL does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents. Client shall secure and pay for all necessary permits, approvals, easements, assessments, and charges required in connection with the Project. All contracts relating to the Project shall be in the name of Client and executed by Client.

CPL shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CPL or its employees or subcontractors on a site shall imply that CPL controls the operations of others, nor shall this be construed to be an acceptance by CPL of any responsibility for jobsite safety.

6.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, CPL at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. CPL shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold CPL harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CPL shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, CPL may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CPL in completing such analyses, records and reports.

7.0 SUBCONSULTANTS/SUBCONTRACTORS:

CPL prefers that its Clients directly retain others whose services are required in connection with a project (e.g., architects, engineers, contractors, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by others, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. By engaging us to perform services, you agree to defend, indemnify and hold CPL its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, CPL agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with CPL to the Client.

8.0 AGREED REMEDY:

CPL shall be liable to the Client only for direct damages to the extent caused by CPL's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL CPL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, CPL has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of CPL and CPL's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to CPL's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CPL under this Agreement, not including reimbursable expenses and any subconsultant/subcontractor fees rendered on the project.

It is intended by the parties to this Agreement that CPL's services in connection with the project shall not subject CPL's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and /or asserted only against CPL, a New Jersey corporation, and not against any of CPL's employees, officers or directors.

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9.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold CPL harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of CPL.

10.0 INDEMNIFICATION:

CPL shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless CPL and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as CPL) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of CPL or any claims against CPL arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that CPL is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless CPL from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against CPL which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of CPL. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by CPL of obligations under this Agreement.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of CPL.

CPL shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of CPL, increase CPL's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and CPL, and 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 Client or CPL. CPL's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CPL because of this Agreement of CPL's performance or nonperformance of services hereunder.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by CPL are and remain the property of CPL as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use CPL's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CPL, or for future modifications to this project, without CPL's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CPL will be at the Client's sole risk and without liability to CPL or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CPL from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, CPL shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. CPL makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against CPL and CPL's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

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13.0 CPL GENERAL CONDITIONS:

CPL shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of CPL's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of CPL, could not have been reasonably foreseen and provided for, such delay will entitle CPL to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, CPL will notify Client of particulars, and Client will pay for such increase. When such delays beyond CPL's reasonable control occur, the Client agrees that CPL shall not be responsible for damages, nor shall CPL be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

14.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, CPL shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in CPL's Proposal. The extent and limitations of the duties, responsibilities and authority of CPL as outlined in the Scope of Services provided in CPL's Proposal shall not be modified, except as CPL and Client may otherwise agree in writing.

CPL services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and CPL shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CPL have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CPL neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Phase Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that CPL's services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against CPL that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold CPL harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by CPL.

If the Client requests in writing that CPL provide any specific construction phase services and if CPL agrees in writing to provide such services, CPL shall be compensated in accordance with a written Agreement between the Client and CPL.

15.0 OPINIONS OF PROBABLE COST:

In reviewing CPL's opinions of probable construction cost, the Client understands that CPL has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by CPL are to be made based on CPL's judgment, qualifications and experience as a design professional familiar with the construction industry. CPL makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

16.0 HAZARDOUS MATERIALS:

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that CPL's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event CPL or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of CPL's services, CPL may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to CPL posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CPL, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of CPL.

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17.0 GOVERNING LAW:

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

18.0 INVALID TERMS:

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

19.0 SURVIVAL:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CPL under this Agreement or the termination of this Agreement for any reason.

20.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and CPL. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and CPL.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Client Signature

Printed Name

Company Name

Date