



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: ARCHITECTURAL DESIGN TEAM SERVICES CITY OF PROVIDENCE PUBLIC WORKS COMPLEX

Procurement/MinuteTraq #: 41621

Date to be opened: 8/15/2023

Issuing Department: Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Ben Lobaugh
 - Title: Capital Improvements Program Manager
 - Email Address: blobaugh@providenceri.gov, and gvisconti@savagelawpartners.com

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

Date of the Pre-Bid Conference: 7/24/2023 Time: 10:00 AM (EST)

Address: 60 Ernest Street, Providence, RI 02903 (Enter at West Man Door Entrance to South of Arched Roof Building)

Deadline for questions submissions: Monday July 31st, 2023 by noon (EST).



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 8/15/2023

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.**
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 15 of the PPBA document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 18 of the PPBA document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 19 of the PPBA document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 6 and 7 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 20-24 of PPBA document) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



**BOARD OF CONTRACT AND SUPPLY
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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



**BOARD OF CONTRACT AND SUPPLY
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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Financial Statement: After the award, please submit a reviewed financial statement for the most recent fiscal year. The financial information submitted shall remain confidential and shall not be public record. This shall be part of the Cost Proposal Envelope.
- Legal Proceedings: After the award, the selected Design Team must list and explain any and all legal proceedings or administrative proceedings or arbitration currently pending against the firm. In addition, the interested Design Team must also list and explain each and every legal proceeding or administrative proceeding or arbitration involving your firm within the past five (5) years.

REQUEST FOR PROPOSALS

for

Architectural Design Team Services

City of Providence Public Works Complex



PROVIDENCE PUBLIC BUILDINGS AUTHORITY
AND THE
CITY OF PROVIDENCE, RHODE ISLAND

July 6, 2023
Ver.06052023



1 **PROVIDENCE PUBLIC BUILDINGS AUTHORITY**
2 AND THE
3 **CITY OF PROVIDENCE, RHODE ISLAND**

4 **REQUEST FOR PROPOSALS**
5 for
6 Architectural Design Team Services
7 City of Providence Public Works Complex

8 EXHIBIT "A"

9
10
11
12 **PROJECT INTRODUCTION:**

13 The Providence Public Buildings Authority (PPBA) is seeking a well-qualified "**Design Team**" for
14 Architectural, Engineering and required Sub-Consulting Services for the development of a
15 Modern-Day Updated Public Works Complex (PWC) located at 60 Ernest Street, Providence
16 Rhode Island replacing or otherwise possibly updating the current facilities.

17 The complex will serve the Providence Public Works Departments' numerous operations
18 including but not limited to Administrative Offices, Engineering, Traffic, Parking, Highway,
19 Sewer, and Environmental as well as assuring that the placement and layout of those
20 associated operations and physical facilities such as but not limited to New and Possibly
21 Renovated Structures , Vehicle Warm Storage Facilities, Vehicle Storage, Equipment
22 Storage, Materials Storage, Vehicle Wash Facility, Parking, and other) is both efficient and
23 safe to operate daily meeting all the requirements of not only the Owner defined needs, but
24 also those of OSHA, Code, State, and Federal Regulatory and other Standards of Practice
25 associated with Quality Public Works Operations Design.

26 Further details and Abbreviated Owner explored concepts will be presented and prescribed in
27 these documents, however in short, the Design Team will be responsible for the development
28 of a campus plan, including but not limited to Site Development, Possible Demolition of
29 Existing Facilities, Development of New Facilities and Support and Supply Structures, as well
30 as Modified Site Drainage and possible topography changes that may be required to
31 maximize the available land on the fixed property scheduled to be used. This process will
32 require continued meetings with the Owner to further define and identify the project scope.

33 An additional key element/task is that the Design Team will be responsible to develop a
34 detailed project PHASING PLAN that minimizes the disruption of all current and ongoing day-
35 to-day Public Works Operations throughout the anticipated duration of the project.

36
37 **MANDATORY PRE-BID MEETING**



1 Interested bidders are invited to attend a mandatory pre-bid meeting on-site on
2 DAT: Monday, July 24, 2023
3 TIME: Starting at 10 AM to 11:30 AM Local Prevailing Time
4 60 Ernest Street, Providence Rhode Island, 02903 (Enter at West Man Door Entrance to
5 South of Arched Roof Building)

6

7 **BID DETAILS AND GENERAL INFORMATION:**

8

9 **BID DUE DATE:**

10

11 Thursday, August 15th, 12:00 PM Local Prevailing Time

12 Note that there is no Surety or Bond Required.

13

14 **PROPOSALS SHALL BE DIRECTED TO:**

15 The package relative to the bid must be addressed to:

16

17 Board of Contract and Supply
18 Department of the City Clerk
19 City Hall, Room 311
20 25 Dorrance Street
21 Providence, RI 02903

22

23 Clearly Marked...

24

25 **RESPONSE TO RFP for**

26

27 Architectural Design Team Services
28 City of Providence Public Works Complex
29 Attention: Providence Public Buildings Authority

30

31 See the Section Entitled "**PROPOSAL SUBMISSION and PROCEDURE**" for additional
32 details:

33

34 Please note that the Owner of the Project is the Providence Public Buildings Authority.
35 Notwithstanding, the PPBA will use the procedures for bid opening, etc. through the Board
36 of Contract and Supply, City of Providence, Rhode Island.

37

38 **GENERAL INFORMATION:**

39

40 This is a Request for Proposal (RFP), not an Invitation for Bid. Responses will be evaluated
41 on the basis of the relative merits of the proposal and price.

42

43



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2 Additionally, the firm selected, and any subcontractor hired by the selected firm, who provides
3 services for this RFP is not eligible to bid on any underlying construction or future consulting
4 services for this project.

5
6 Potential offerors including all Prime Design Teams and Sub Consultants are advised to
7 review all sections of this RFP carefully and to follow instructions completely. Failure to make
8 a complete and accurate submission as described herein may result in the rejection of the
9 proposal. The prime design team is responsible for ensuring there is coordination among all
10 the individual proposals received by them (from sub-consultants) that make up the entire
11 submitted proposal to assure there are not gaps in the prescribed services and those services
12 that are typically customary in the development of a project that may have not been identified
13 herein.

14
15 The Current Project Budget for Complete Design, Prerequisite Surveys, Planning and
16 Workshop Exercises, Construction, and Construction Administration by the Design Team,
17 Owner Construction Administration (OPM) is currently reserved at a total of \$30,000,000,
18 however, know it is recognized that additional funds are required. Further reference to the
19 budget that the Design Team shall base their bid is further defined in another section of this
20 RFP. Part of the Design Teams responsibilities will be to work with the Owner to finalize all
21 project requirements and then clearly identify the total probable cost for a complete project
22 including all required design; construction; and Owner contingencies, escalation, supply chain
23 issues, and the cost of doing business with the Owner as prescribed in the front-end
24 documents (i.e., prevailing wage, Payment terms 60-90 days, Potential Buy America
25 Standards and other factors.). As such part of the services to be rendered by the Design
26 Team is working with the Owners Estimator together with another independent cost estimator
27 procured through the Design Team to establish probable costs as well as maintain a living
28 cost estimate throughout the entire process to assure that there is an understanding along
29 with checks and balances in the development of probable costs. Once the initial estimates
30 are established additional funding will be sought and where possible additional funds are not
31 available, the Design Team will then establish a structured value engineering plan to allow
32 the project to move forward as required. Value engineering shall only take place once all
33 project requirements are identified.

34
35 All costs associated with developing or submitting a proposal in response to this RFP, or to
36 provide oral or written clarification of its content shall be borne by the offeror. The PPBA and
37 the City of Providence assume no responsibility for these costs.

38
39 In preparing the proposals the Design Teams shall understand that the Contract between the
40 Owner and Architect (Design Team) will be a **Modified** B-103 -2017 Agreement. Design
41 Teams and their Sub-Consultants shall be fully aware of the contents and modifications to
42 this document set and all questions related to modifications shall be promptly presented and
43 addressed prior to a proposal submission through the Request for Information format as no
44 changes will be considered post the receipt of the proposals.

45
46 Design Teams are also advised that the primary project shall be delivered using a **Modified**
47 AIA A101-2017 entitled "Standard Form of Agreement Between Owner and the Contractor
48 where the basis of payment is a Stipulated Sum". This Modified AIA A 101 document will be
49 supported by a Modified AIA Document A201-2017 entitled "General Conditions of the
50 Contract for Construction."
51



1 Proposals submitted in response to this solicitation shall be irrevocable for a period of not less
2 than ninety (90) days following the opening date, and may not be withdrawn, except with the
3 express written permission of the PPBA.

4
5 In Order to Assure that the Best Team ("A" Team) is assembled Subconsultants are permitted
6 and encouraged for this project, provided that the identity of the proposed Subconsultant and
7 scope of the sub-consultant's services are clearly stated and defined in the offeror's proposal.

8
9 Persons or firms practicing architectural and/or engineering services in the State of Rhode
10 Island shall be licensed and registered with the Rhode Island Division of Design Professionals
11 and possess a current Certificate of Authorization in accordance with Rhode Island General
12 Laws at the time the proposal is offered.

13
14 A copy of a current Rhode Island Certificate of Authorization for the firm and current Rhode
15 Island registration(s) for the individual(s) who would perform work on the project shall be
16 included behind the front page of each copy of the proposal. This applies to all Sub-Consulting
17 Design Firms proposed for the project. [BE SURE TO INCLUDE IN PROPOSAL]

18
19 The Division of Design Professionals can be contacted as follows:

20
21 Department of Business Regulation
22 Division of Design Professionals (Department of Business Regulations)
23 1511 Pontiac Avenue (Building 68-2)
24 Cranston, RI 02920
25 Tel: 401-462-9530
26 Website: www.bdp.state.ri.us

27
28 Proposals that fail to include the required current Rhode Island Certificate of Authorization for
29 the firm and current Rhode Island registration(s) for individuals shall be considered non-
30 responsive to the solicitation.

31 **BID QUESTIONS:**

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33 ALL REQUESTS FOR INFORMATION (RFI) QUESTIONS RELATED TO THIS
34 PROPOSAL REQUEST SHALL BE SUBMITTED NO LATER THAN.

35
36 All Requests for Information shall be Presented as prescribed to Noon (Local
37 Prevailing Time) on July Monday, July 31, 2023

38
39
40 **GENERAL BID QUESTIONS:**

41
42 All RFI questions related to the overall bidding submission process, including all front-
43 end and AIA Document requirements as prescribed in the bid documents shall be
44 submitted in writing via the email defined below. All answers will be provided by
45 addendum. Those submitting questions can call to confirm that the email was
46 received if they do not receive an acknowledgment of receipt within one full business

1 day of the submission.

2

3 Emails related to General Questions shall be entitled “RFP Public Works
4 General Question” and sent to Mr. Girard R. Visconti, Special Counsel to the
5 PPBA, at gvisconti@savagelawpartners.com, The Contact number is (401)
6 238-1311 to confirm receipt of the RFI.

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8 Please use subject line “**RFP PUBLIC WORKS**”

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Minority and Women’s Business Enterprise Program Questions

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TECHNICAL AND PROGRAM QUESTIONS

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All RFI questions related to the Program and Technical aspects of the project as prescribed in the bid documents shall be **submitted in writing via the email defined below**. All answers will be provided by addendum. Those submitting questions can call to confirm that the email was received if they do not receive an acknowledgement of receipt within one full business day of the submission.

These questions shall be directed to Ben Lobaugh, Capital Improvements Program Manager at blobaugh@providenceri.gov and copied to gvisconti@savagelawpartners.com. Please call this number 401-680-5548 for confirmation of receipt.

Mr. Lobaugh will coordinate and disseminate information to the parties with the technical background and history to provide the proper response.

Please use the subject line “**RFI Technical Public Works**”



1
2 **PROPOSAL SUBMISSION and PROCEDURE:**
3

4 Respondents to the RFP shall provide a sealed package clearly labeled with

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6
7
8 Architectural Design Team Services
9 City of Providence Public Works Complex

10
11 The contents of the package shall contain One (1) Digital PDF version of the proposal on a
12 flash/thumb drive which contents shall not reveal any costs or values associated with
13 the proposal; One (1) Original No-Binding Hard Printed Copy accompanied by One (1)
14 bound hard copy of the proposal and applicable details supporting the proposal which
15 shall not contain any values associated with the project.
16

17 All required documents and forms that are part of the submission process that must be
18 accounted for as being submitted to determine responsiveness and to properly vet and score
19 the technical proposal that typically has dollar values associated with them shall only be
20 presented providing anticipated percentages only (such as but not limited to MBE-WBE) and
21 not the value of the anticipated contract. Separate copies of those same documents that
22 require values will be presented fully filled out in the second sealed envelope that presents
23 the fee structure for the project. This will ensure that the proposed value is not revealed
24 prematurely, possibly affecting the review, and scoring process.
25

26
27 The package shall also contain a separate sealed envelope clearly marked ...
28

29 **PROFESSIONAL FEE**
30 Architectural Design Team Services
31 City of Providence Public Works Complex
32

33 The Contents of that "Professional Fee" Envelope will only be opened if the proposer meets
34 the minimum Technical Proposals Point as defined in this document. The envelope will
35 remain sealed and returned after the project has been awarded.
36

37
38 Responses will be evaluated in Two (2) parts for a maximum score of 100 points. Part One is
39 identified as the Technical Proposal (80 points max) and Part Two is a Professional Fee
40 Proposal (20 points max). Both the Technical and Professional Fee proposals are required
41 on the due date listed on page 1 of this solicitation.
42

43 **Part One –Technical Proposal Accounts for a total of 80 points**
44

45 Technical proposal will be evaluated based on the following criteria (All Offerors must receive
46 a minimum score of 65 points on the Technical Proposal, Offerors not scoring at least 65
47 points will not be considered for fee proposal evaluation).
48

49 Experience of the Firm and Project Principals (0-40 points):
50



1 Proposers are encouraged to assemble their proposals in a format that addresses the
2 items as presented in the following outline.

- 3
4 1. Describe in detail the firm and the firm's proposed consultant(s) general and
5 relevant experience as well as its specific experience and qualifications for
6 projects of this size, scope, and use classifications. Illustrate what makes
7 this the Best Team for the project.
8
- 9 2. List the percentage of work to be completed by the firm in-house and the
10 percentage to be completed by using specialized outside consultants in
11 this section. Consultants that specialize and have expertise in specific
12 areas of design disciplines related to the Scope and Project used for this
13 project type will be given higher consideration than those with limited
14 experience/exposure.
15
- 16 3. Include fully executed Standard Form AIA Document B305-2021
17 Architects Qualification Statements as an attachment for the Prime Design
18 Team but also for each sub-consultant to provide services in this section
19 except where may be noted otherwise.
20

21 Design Teams shall note that there will be careful attention to not only the quality and
22 relevance of the Prime Design Team but also the quality of the Engineering and Sub-
23 Consultant Teams assembled for each of the engineering disciplines and other
24 required Team Members to be assigned to the project. As such it is critical that
25 relevant experience be clearly presented and supported by documentation beyond
26 AIA B305-201 format referenced above.

- 27
28 4. As part of this section indicate the firm's plan for compliance with the
29 MBE-WBE requirements inclusion.
30
- 31 5. Additionally, one of the factors being strongly evaluated will be the Prime
32 Firms and Sub-Consultant's experience with Mid-Sized Public Works
33 Complexes and Operations including the associated administrative, site,
34 environmental, and facility amenities. As such firms are encouraged to
35 engage team members with that experience to help ensure that all details
36 are identified and captured in the design process.
37
- 38 6. Address if your firm has the "A" Team Staff and Sub-Contracted Engineers
39 and others already on standby to achieve the fast-track timeline for this
40 project.
41
- 42 7. Do you have LEED® Accredited Professionals on Staff?
43
- 44 8. Solar Energy does the team have a specialist that can identify solar
45 energy funding opportunities and provide a design for a robust solar
46 energy system?
47
- 48 9. Does the Proposal illustrate that the Project Manager and each consultant
49 project manager(s) assigned to the project have the background and
50 experience necessary for a successful project?
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10. Does the proposal include an organization matrix of the overall team?
11. While the PPBA has engaged a cost estimator that the Design team will work with, we want to assure that the Design Team will work with that PPBA Team Member and communicate in a manner that allows for a Living Cost Estate through each phase of the process. The Design team shall also propose the use of an independent cost estimator to work independently with the Owner and Design Team so that there is a checks and balance system in place by utilizing a dual probable cost estimate program.
12. Does the architectural team appear able to incorporate program goals and criteria into their design work based on the presentation made as part of this initial process?

Please understand that it is anticipated that once a firm(s) are identified as the potential candidate after the completed scoring process, a full in-person descoped meeting will be conducted to assure that there is a mutual understanding of expectations. Proposers should recognize the goal is to award the project to the lowest "Qualified Team" based on technical merit and costs while critical need to remain competitive it should be noted that the team with the lowest cost may not be necessarily awarded the project if one firm has more relevant experience than another.

Project Plan and Team Performance Review (0-30 points):

This section shall describe the firm's understanding of the PPBA's requirement, including the result(s) intended and desired, the approach and/or method to be employed, and a Work Plan for accomplishing the results proposed, it **must** include a proposed project schedule with personnel assignments to project tasks.

Proposals must provide answers to the following questions:

1. Does the presentation illustrate that the Offeror has analyzed, interpreted, and understands issues presented by the project?
2. Does the plan provide solutions for the issues presented by the project in a manner likely to meet the needs of the client and other customers and end users?
3. Does the proposed plan appear sensitive to budget and time constraints?
4. Does the plan address relevant design and program issues, by providing possible solutions?
5. Does the plan include a discussion of the Value of Engineering that may be required once all program requirements are identified?
6. Does the plan include a discussion regarding LEED® standards and proposed goals?



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7. Does the Offeror identify both constraints and opportunities posed by this project?

8. Does the firm describe its current workload and the availability of personnel to perform the project?

9. Provide a narrative related to past performance on projects of this size and complexity by identifying your and sub-consultants statistical information on the following:

Average amount of Error and Omission claims due to Construction Documents Quality.

Typical Constructability Issues Encountered.

Typical Change Orders due to issues systemic in the Construction Documents.

Typical Number of Valid Requests for Information during Construction.

References (0-10 Points):

Select a minimum of three (3) and a maximum of five (5) projects and provide principal contacts, including all contact information (confirmed), for projects of a similar size and scope and use to the Public Works Complex Project. These individuals may be contacted by members of the selection committee for further information. Kindly Assure that all contact information is current.

Proposals must provide answers to the following questions:

Were the references provided related to projects of a similar size, scope, and use to the proposed project?

Did the Design Team's final project provide a good design and program fit that serves the client well?

Did the Design Team identify problems and issues in a timely and complete manner and have solutions in hand at the time of the presentation?

Were technical, budget, and aesthetic issues are fairly balanced with a good outcome resulting?

Did the Design Team adequately research relevant design and program issues?

Was the Design Teams design process characterized by effective communication, clear graphic and verbal presentations, and appropriate inclusion of all designated stakeholders?



Part Two- Professional Fee Proposal (20 points)

Professional Fee proposal will be evaluated on the following criteria:

Submitted in a **Separate, Sealed Envelope as Previously Prescribed. Include the number of copies as defined in the Technical Submittal Process.**

The Professional Fee proposal shall be submitted as a Lump Sum price. The price must be provided on the attached Fee Proposal Form. This shall be a fixed fee (dollar amount), which includes, as a separate line item, an allowance for expected reimbursable's of Fifty Thousand Dollars (\$50,000.00) (See Section AIA B-103 for what expenses will be considered reimbursable). This allowance is Defined in the Bid Form

The Design Team Fee Proposal shall be based on efforts to meet the requirements of all design and associated efforts defined and/or otherwise prescribed herein based on a project with a total completed construction value of an estimated Fifty Million Dollars (\$50,000,000.00).

The Total of the Lump Sum Costs for services will then be used as a basis to establish the value of the Design Teams Fee as a whole. This allows the Design Team the ability to assemble and provide the Best Team available for the project based on established costs. The Lump Sum fee shall then be used to determine a fee based on the percentage as further prescribed below.

The percentage base fee will then serve as the basis for fees moving forward that will allow for the adjustment of Design Team Fees adjusting the Contract higher and lower for the total Design Team Cost Agreement once the construction costs have been identified and finalized.

This established Lump Sum fee will be used as the basis of the contract sum between the Owner and Design Team, for the initial Contract Award, for all services except those of Construction Administration and Close Out. Construction Administration and Close Out fees will be based on a percentage of the Awarded Construction Contract. The Percentage for Construction Administration Services shall be clearly identified in the cost proposal (Bid Form). Note this rate shall be used as part of the evaluation related to the overall Professional Fee. The percentage defined in the Bid Form shall be used as the basis of the Construction Administration and Close Out Fee.

To assure a mutual understanding of potential added costs in events where there is Added Scope required by the Owner, and/or Approved Others after the approved budget has been accepted the Contract Value will be adjusted via the percentage rate established.

Additionally for purposes of very select and individual tasks (to be approved in writing by the Owner) that may not impact the project value substantially enough to reasonably cover the Design Teams costs to perform certain work that the Owner requires the Design Team provides a Schedule of Values as an attachment that provides a complete listing of all professionals (In-House and Sub-Consultants) to be utilized on the project and the hourly rate, including overhead and profit, for each. This schedule of values will be used to negotiate the costs if the Owner feels that the Design Team is entitled to additional funds. The fees presented will be evaluated for fairness and compared to other proposals for competitiveness.



1 The project fee presented shall include all costs to provide complete and full services
 2 anticipated and defined in this RFP including additional Team Members that may not be
 3 defined herein that the Design Team feels is required to be part of the team to successfully
 4 accomplish the project. The fee structure shall include but not be limited to all deliverables
 5 for all phases of the project including but not limited to prerequisite work tasks ask, conceptual
 6 design, schematic design, design development, contract documents, specialty consultants
 7 grant writers, estimators, specifications and bidding phase, design and bidding for
 8 Furniture/Fixtures and Equipment, LEED® application and verification services, application
 9 to utility company for any rebates available, construction administration and commissioning,
 10 and close-out phases of work.

11
 12 The overall Professional Fee proposal shall include continued (living) probable cost
 13 estimates, value engineering and redesign services (including re-submittal of documents) at
 14 no additional cost as these efforts are considered part of the due diligence to assure meeting
 15 the project goals and objectives.

16
 17 All fees associated with the US Green Building Council (USGBC) should be included as part
 18 of the lump sum price.

19
 20 The proposal with the lowest opened Professional Fee proposal shall receive the full **20**
 21 **points**. The other opened Professional Fee proposals shall be allocated points prorated in
 22 correlation to the lowest Professional Fee proposal (e.g., a bid of twice the amount of the low
 23 bid will receive 10 points).

24
 25 Professional Fee proposal points are determined by using the following formula as shown in
 26 the MS Excel Screen Shots Below. (Sample Shows 20 Points Maximum with a sample of 5
 27 proposals graded.)
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	A	B	C	D
1	Bidder	Value	% Delta	Awarded Points for Cost Proposal
2	Low Bid Example Firm 1	400000	=SUM(\$B\$2/B2)	20
3	2nd Ranked Value Firm 2	600000	=SUM(\$B\$2/B3)	=SUM(C3*\$D\$2)
4	3rd Ranked Value Firm 3	700000	=SUM(\$B\$2/B4)	=SUM(C4*\$D\$2)
5	4th Ranked Value Firm 4	800000	=SUM(\$B\$2/B5)	=SUM(C5*\$D\$2)
6	5th Ranked Value Firm 5	900000	=SUM(\$B\$2/B6)	=SUM(C6*\$D\$2)
7				

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	A	B	C	D	E
1	Bidder	Value	% Delta	Awarded Points for Cost Proposal	
2	Low Bid Example Firm 1	\$400,000.00	100%	20	
3	2nd Ranked Value Firm 2	\$600,000.00	67%	13.33333333	
4	3rd Ranked Value Firm 3	\$700,000.00	57%	11.42857143	
5	4th Ranked Value Firm 4	\$800,000.00	50%	10	
6	5th Ranked Value Firm 5	\$900,000.00	44%	8.88888889	
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1 All work indicated in this RFP must be included, with **no exclusions** and a Lump Sum Fixed
2 Fee (dollar amount) must be provided, or the bid will be rejected as being non- responsive.

3
4 Notwithstanding the above, the PPBA reserves the right not to award this contract based on
5 qualifications (Technical Score) alone and/or cost alone, or to accept or reject any or all
6 responses, and to award the project its best interest.

7
8 ADDITIONAL NOTICES TO DESIGN TEAMS:

- 9
10 1. No proposal will be accepted if the bid is made in collusion with any other bidder.
11
12 2. A bidder who is an out-of-state corporation shall qualify or register to transact business
13 in this State, in accordance with the Rhode Island Business Corporation Act, **RIGL** Sec.
14 7-1.2-1401, et seq.
15
16 3. The PPBA's Board Reserves the right to reject any and all bids.
17
18 4. The City of Providence and the PPBA is exempt from the payment of Federal Excise
19 Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
20
21 5. The Design Team will NOT be permitted to: a) assign or underlet the contract, or b)
22 assign either legally or equitably any monies or any claim thereto without the previous
23 written consent of the PPBA.
24
25 6. Certificates of insurance shall be required of a successful Design Team and Sub
26 Consultants in accordance with the values prescribed in the Contract between the Owner
27 and Designer.
28
29 7. For many contracts involving construction, alteration and/or repair work, State law
30 provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et
31 seq.), if applicable. This requirement will be applicable to work performed by consultants
32 that may engage in activities such as testing, and inspections requiring trade work to
33 conduct the work. (i.e., backhoe operator for test pits). Consultation with the Department
34 of Labor is strongly encouraged for clarification.
35
36 8. Proposers must certify that they do not unlawfully discriminate on the basis of race,
37 color, national origin, gender, gender identity or expression, sexual orientation
38 and/or religion in its business and hiring practices and that all of its employees are
39 lawfully employed under all applicable federal, state and local laws, rules and
40 regulations.
41
42 9. There is a PPBA Selection Committee assigned to evaluate the proposals that will
43 be represented by both PPBA and City Team members. This committee will also
44 have advisory representatives as may be required to evaluate, grade, and rank the
45 proposals properly and fully. This committee will also be responsible for
46 conducting Desclope meetings as may be required to finalize the recommended
47 project award to the PPBA Board as a whole.
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49 10. Provide a Proposed Project Phasing and Timeline, including Project
50 delivery. This must include timelines for all Preliminary Work, Information



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Gathering, Conceptual, Schematic Design, Design Development, Contract Documents (Plans and Specifications), Contract Administration, and Closeout.

11. Insurance: List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum (as noted in the attached Architectural Agreement).

12. Political Contributions: The Design Team and Key Sub-Consultants shall provide a list of all political contributions, made directly or indirectly to any candidate for municipal office in the City of Providence, by the Firm, its principals, its sub-consultants, and their principals for the last five (5) years (see Bid Form 4: Affidavit of City Vendor).



BID FORM

(BE REMINDED this shall be placed in a separate sealed envelope as defined in these specifications)

REQUEST FOR PROPOSALS

Architectural Design Team Services
City of Providence Public Works Complex

PROVIDENCE PUBLIC BUILDINGS AUTHORITY
and the
CITY OF PROVIDENCE, RHODE ISLAND

BIDDER

Legal Name of Entity	_____
Address (street/city/state/zip)	_____
Contact Name	_____
Contact E-Mail	_____
Contact Telephone	_____
Contact Fax	_____

BASE BID PRICE

The Bidder submits this bid proposal to perform all the work as defined in the attached specifications and exhibits (including but not limited to the Costs of All Defined Services prescribed or otherwise required to complete the work, the Total Allowance Defined herein as "Allowances", all required insurance, licensing, labor, travel, administration, office expenses, required equipment, and all Addenda).

FIXED FEE OF:

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Fill In the Numeric Value Above

The Above Sum Includes the Allowance Value of **\$420,000.00** as defined in this Bid Form Below and as referenced elsewhere.

Fill in the Written Dollar Value of the Base Bid Price Above

1 **CONSTRUCTION ADMINISTRATION AND CLOSEOUT**

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3 Our rate to provide Construction Administration and Close Out Services as
4 defined in these specifications, based on the value of the Final Construction
5 Cost is...
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Fill In the Numeric Value Above

Fill in the Written Percentage Value of the Base Bid Price Above

13 **ALLOWANCES...**

The following allowances shall be included in the base bid costs for the project.

- Permits and Applications for fees associated with Utilities, City, State and or Federal Department Fees and similar (associated with project approval and construction fees such as but not limited to Gas Service, Electric Service Fees) third party services for applications, engineering, permits, and other fees to obtain approvals or otherwise authorize project details to move forward in the sum of Seventy-Five Thousand Dollars (\$75,000.^{00/100}). These are reimbursed at the costs of the actual fee plus two (2) percent for processing.
- An allowance of Seventy-Five Thousand Dollars (\$75,000.^{00/100}) for Surveys, 3D Modeling of Site and Geotechnical Borings related work. These are reimbursed at the costs of the actual fee plus two (2) percent for processing.
- An allowance of Seventy-Five Thousand Dollars (\$75,000.^{00/100}) for Structural Test and Special Inspections related work. These are reimbursed at the costs of the actual fee plus five (5) percent for processing and coordination.
- An allowance of One Hundred Twenty-Five Thousand Dollars (\$125,000.^{00/100}) for Inspections related work not covered under Structural Test and Special Inspections. This inspection work shall be items such as but not limited to, Additional Soils, Form, Rebar, Floor Flatness, Day to Day Masonry, Roof Inspection, Welding, Layout Verification and Other as may be required.
- These are reimbursed at the costs of the actual fee plus five (5) percent for processing and coordination.
- An allowance of Twenty Thousand Dollars (\$20,000.^{00/100}) for LEED Applications. These are reimbursed at the costs of the actual fee plus two (2) percent for processing.
- An Allowance of Fifty Thousand Dollars (\$50,000.^{00/100}) for Reimbursables as defined in AIA B-103.



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$ _____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - e) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **Ninety (90) days of bid opening**. All bid prices will be considered firm unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

Signature of Representation

Title



BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name



BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),
I, _____ (Name of Person Making Certification),
being its _____ (Title or "Self"), hereby certify an
understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The PPBA observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20__.

Signature of Representation

Printed Name



WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid**. **Your bid will not be accepted without an affidavit.**

Bidders who will be subcontracting: *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the *Subcontractor Disclosure Form* as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

Successful Bidder will be required to submit Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____

Company Name, Address and Trade: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____ MBE _____ WBE _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.

The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.

Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.

Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Signature of Bidder

Printed Name

Company Name

Date



SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract SUBMITTED IN COST PROPOSAL ENVELOPE ONLY
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____ Required

Signature of Bidder

Printed Name
Page 22 of 65



MBE/WBE Waiver Request Form

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.
 State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed it City Department Directors should not recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
 Company Name, Address: _____ Trade _____
 Project /Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

 Signature of Prime Contractor / or Duly Authorized Representative Printed Name Date Signed

 Signature of City of Providence (or Designee (Only)) Printed Name of City of Providence Date Signed
 MBE/WBE Outreach Director MBE/WBE Outreach Director

1 **SCOPE OF WORK**

2
3 **Background and Purpose:**

4
5 The Providence Public Buildings Authority (PPBA) acting on behalf of the City of Providence
6 (COP) is seeking a well-qualified “**Design Team**” for Architectural, Engineering and required
7 Sub-Consulting Services for the development of a Modern-Day Updated Public Works
8 Complex (PWC) located at 60 Ernest Street, Providence Rhode Island replacing or otherwise
9 possibly updating the current facilities.

10 The complex will serve the Providence Public Works Departments’ numerous operations
11 including but not limited to Administrative Offices, Engineering, Traffic, Parking, Highway,
12 Sewer, Environmental as well as assuring that the placement and layout of those associated
13 operations and physical facilities such as but not limited to new and/or possibly renovated
14 Administrative Offices, Various Required Structures, Vehicle Warm and Cold Storage
15 Facilities, Carpentry Shop, Sign Shop, Welding Shop, Mechanics Garages, Body Shop, Paint
16 Shop, Vehicle Storage, Equipment Storage, Materials Storage, Parts/Tool Room(s), Vehicle
17 Wash Facility, Parking, and other are both efficient and safe to operate daily meeting all the
18 requirements of not only the Owner defined needs, but also those of OSHA, Code, State and
19 Federal Regulatory and other Standards of Practice associated with Quality Public Works
20 Operations Design. The overall goal and expected outcome is to utilize and develop the
21 defined property space to maximize the efficiency and use of that space.

22 Based on preliminary investigation and findings this project is expected to be broken down into
23 multiple components (phase if you will) and it is paramount that the project be phased in such
24 a manner that always allows for full operations to take place on the available site during the
25 various possible demolition and construction phases. Please know that discussions have
26 been exhausted regarding possible alternate sites for temporary operations off-site during
27 demolition and construction and the possible consideration for relocation of Public Works to
28 another site in the city have both been dismissed.

29
30 As such one of the many key initial elements of work to be performed by the Design Team will
31 be the development of a quality phased project plan.

32
33 Included as part of this RFP is a video [Exhibit 1](#) that can be downloaded

34 <https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d>

35 This 36-minute video illustrates one possible conceptual approach that has been discussed by
36 the PPBA and the City that outlines maximizing the land (approximately 6.6 acres) use through
37 minor surrounding land acquisition (underway) and significant topographic changes to the site
38 allowing for the full useable potential of the available spatial parameters of given the site.

39 The Design Team is given full liberty to create the space that allows for maximum space

1 utilization and is in no way restricted by any of the concepts presented here in as they only
2 serve as a guide to steps already evaluated.

3 **PROJECT DETAILS:**

4 **DEMOLITION PHASE ONE AND TEMPORARY WARM STORAGE (TIME IS OF THE**
5 **ESSENCE)**

6 Please find this section is defined from the perspective that all existing facilities on the campus
7 will be new and phased in to allow for minimal disruptive impact during demolition and new
8 construction on all operations. Video Exhibit 1 details and supports the concepts presented
9 herein; however, the Design Team shall also explore other possible options.

10 After considerable review, it has been determined that the section of the facility labeled as “A”
11 entitled Truck Storage as seen in the figure below will be removed. Note the area highlighted
12 by the yellow hyphenated line represents areas of significant structural deterioration including
13 settlement of foundations and given the required future lifecycle of the capital investment it is
14 best to replace this “A” portion of the facility. Please note that “B” and “C” may additionally be
15 replaced as well, however the overall forthcoming design process may determine they will be
16 restored versus demolition albeit new is preferred.

17 Additionally simultaneously specifications and work for a Temporary [Sprung Tension](#)
18 [Structure](#) to be placed on site (see video concept for placement) to serve as a temporary warm
19 storage facility until such time a replacement facility is constructed and occupied.

20 Design and Construction shall be **FAST TRACK** and the Sprung Structure shall be completed
21 before December 1, 2023.



22

23 As part of the kickoff work on this project the Design Team will Fast Track the following: It is
24 not the intent of the outline to be all-encompassing, as such the Design Team needs to

1 exercise due diligence to move this work forward so that the specifications and details are of
2 high quality and provide complete details including all required appurtenant work activities.

- 3 • Structural Evaluation of Building “A and “B” to specify a controlled and prescribed
4 demolition of “A” and any and all required shoring of “B” and “C” as may be required.
5 This work will at minimum require relocation, removal and or protection of active
6 utilities and relocation of water service to the facility that will support “B” and “C” and
7 possibly be used as part of water service related to the temporary Sprung Structure.
8 The design team shall perform a detailed systematic inventory of all impacted utilities
9 and systems and define how they will be addressed by the contractor in the demolition
10 process whether it be protection in place, or possible relocation. The Design Team
11 shall engage an environmental team to determine if hazardous materials will be
12 encountered in any part of the demolition process and prepare the appropriate
13 abatement/remediation plans as may be required and develop bid packages for the
14 required work. This can be part of the Demolition Bid Package as one possible
15 approach. The Design Team will assist the Owner in obtaining all regulatory approval
16 and permits required to expedite this work.
- 17 • Fast Track Design, Engineers, Permit, Coordinate Utilities, and Prepare Bid Package
18 for a **Demolition Contractor** for Section of Building “A”. In addition to planning and
19 design services this phase of work will require Construction Administration Services by
20 the Design Team.
- 21 • The Design Team shall Simultaneously Fast Track Design, Permit, Coordinate Utilities,
22 and Bid for Contractor to furnish and install a Sprung Tension Structure completed with
23 a Sacrificial Slab on Grade, Utilities to serve as vehicle warm storage and vehicle
24 washing area. At minimum this space will require heat, ventilation, exhaust, lighting,
25 emergency lighting and fire alarm as may be required. This work will require
26 Construction Administration Services by the Design Team.

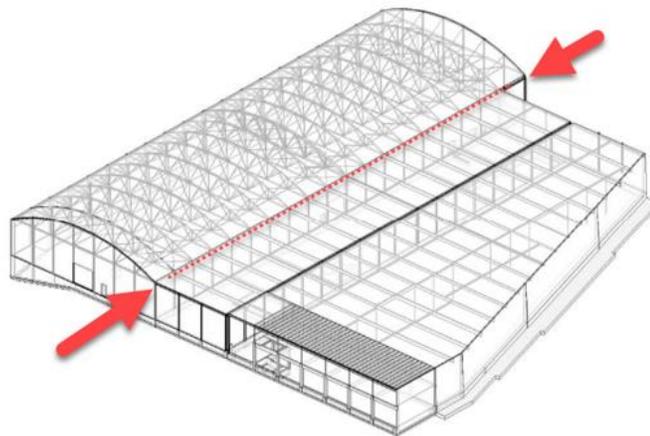
27 The figures below show the location (red hyphened line) of the load bearing wall between “A”
28 and “B” that will require shoring when “A” is removed. The Design Team shall fully investigate
29 and confirm all structural, weatherproofing, utilities, and systems impact that the removal of
30 Building part “A” has on the overall facility.

31
32 It should also be noted that there is an active trolley crane in Building” B that must remain in
33 service and is affixed to common wall between “A” and “B”. Additionally, at minimum there will
34 be temporary roofing or other means of weather protection will be required to protect the
35 facility occupants and assets.

36



1



2

3 **Public Works Administration...**

4 Public Works Administration currently operates from 700 Allen's Avenue, Providence, RI and
5 is landlocked at the current location which is also impacted by storm events from time to time
6 with some flooding of the lower level.

7 Due to the age and lack of maintaining the facility to standards common in today's workplace
8 the facility needs to be replaced and/or renovated. The facility currently lacks adequate space
9 for offices, operations, customer service, conference rooms, conference/community space,
10 storage and basic life safety building requirements such but not limited to updated mechanical
11 systems for effective Indoor Air Quality, A Building Envelope that leaks, fire alarm systems, fire
12 suppression, emergency lighting, lighted exit signs, ADA accessibility combined with
13 deterioration and wear and tear that has exceeded the ability to properly maintain the facility.
14

15 The following topics that have been explored or are still being reviewed regarding the
16 Administration Facility are as follows.

1 Rehabilitation of the facility at its current location has for the most part been dismissed in part
2 due to disruption to staff, possible spatial challenges to expand operations, nature of property
3 being landlocked in part along with a history of lower level flooding.

4 The PPBA has also explored rental properties to house administration for renovations to take
5 place or relocate the administrative team until a new facility is constructed or otherwise
6 acquired to remove them from the current environment for safety. This option is on standby for
7 deployment as may be required.

8 Additionally, an off-campus existing facility to replace the current administration building is
9 being negotiated but will not be available for some time (perhaps 18-24 months) as such rental
10 as noted above or limited targeted improvement to 700 Allen's to help improve environmental
11 conditions may be in order and may be part of the early Phases of Design Work by the Design
12 Team.

13 Additionally, the Design Team may be charged with the completed design of a new facility on
14 the campus at 20 and 60 Ernest Steet. Attached is Exhibit 2, which is a copy of an in-progress
15 (not completed) conceptual work sheet identifying spatial and work interaction between teams
16 for a new facility. It is recognized that many of the individual office spaces may be oversized
17 impacting the projected square footage of the facility anticipated to be between 25,000 to
18 30,000 square feet.

19 **Main Campus... [Concepts are Presented in [Video Exhibit One \(1\)](#)]**

20 [https://providencepublicbuildingsauthority.sharefile.com/d-](https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d)
21 [sb9cbd2bf53294cb1a217acadd24b4b9d](https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d)

22 The next steps in the process will be that of developing the main campus with the primary goals
23 achieving.

- 24 • New Administration Building (If the new facility off campus property not acquired)
- 25 • Development of Vehicle Warm Storage Facility
- 26 • Development of Garages and Various Shops as well as employee support areas
- 27 • Development of Covered Structures to Protect Various Stored and Stockpiled Materials
- 28 • Development of Land to Maximize Storage Opportunities and Vehicle Movement.
- 29 • Development of Parking to support Day-to-Day Operations, Employees, Guests,
30 Community Spaces, and others. Parking counts Range from 90 to 120 however if off
31 campus administration building is acquired it will reduce that count by 50.
- 32 • Robust Solar Energy Opportunity.

- 1 • Vehicle Charging for Inhouse as well as Community Opportunities (use as means to
2 enhance security and provide public service)
- 3 • Environmental Work related to Removal of Existing Remaining Fuel Taks and Possible
4 Soils Remediation on Site.
- 5 • Communication and Interaction with the Providence Port Authority to determine
6 impacts of project on the Pole Mounted Emergency Notification Siren
- 7 • FAA interaction and permitting if any mast or antennas are going to be considered.
- 8 • Geotechnical Exploratory Work Once a Building Footprint has been established.
- 9 • Ground Penetration Radar Exploration of Site (Tied to 3D Survey Model)
- 10 • Complete Surveys to further identify further details of the Site, including, but not limited
11 to refined topographic elevations, all surrounding and on-site utility locations, depths,
12 inverts and other. It is also highly recommended that there is a clear understanding of
13 all Narraganset Bay Commission assets that run through the property or in the
14 proximity to our site.

15 Discussions, studies, and evaluations to date have identified the following approximate
16 requirements subject to further vetting by the Design Team.

- 17 • Administration Building approximately 30,000 SF.
- 18 • Warm Vehicle Storage Facility approximately 38,000 SF.
- 19 • Shops, Mechanics Space and Storage Spaces Approximately 50,000 SF.
- 20 • All Required Operations Facilities for the proper storage and protection of materials
- 21 • Site Layout and Water Management Systems will be required with potential changes in
22 the topography of the site.

23 Further on in this document is a prescribed listing of Services and Consultants believed to be
24 required to properly evaluate and complete this project, all of which shall be incorporated and
25 considered to be part of the proposal submission and associated Design Team Costs and
26 Expenses. Additional members of the Design Team determined to be required by the Design
27 Team shall also be accounted for as part of the whole cost proposal. The level of detail provided
28 is abbreviated, however, is intended to assure that Design Teams understand the details of
29 certain aspects of design that are expected so that Design Teams can properly assign the Level
30 of Effort required to appropriately provide fees.

31
32

1 DOCUMENTS, EXHIBITS, AND DETAILS:
2

3 Attached are a series of documents that will assist the proposers with a brief
4 understanding of the overall program and expectations of the Owner. These work
5 products are a work in progress.
6

- 7
- 8 • **EXHIBIT ONE (1)**, Conceptual Project Approach 36 minute Video Link
9 referred to as Exhibit 1 which provides rough site concept thoughts
10 that present one possible approach to phasing the project to allow for
11 minimal disruption to operations during construction.

12 [https://providencepublicbuildingsauthority.sharefile.com/d-
13 sb9cbd2bf53294cb1a217acadd24b4b9d](https://providencepublicbuildingsauthority.sharefile.com/d-sb9cbd2bf53294cb1a217acadd24b4b9d)
14

- 15 • **Exhibit Two (2)** Progress Worksheet Conceptual Administrative
16 Floor Plans established to identify user-required spaces and
17 interaction among staff and users, Customer Facing operations with
18 the Public, Flexible use, and community use. This document is an In
19 Progress workshop.
20

21 This Document is Attached and Not Linked
22

- 23 • Attached is **EXHIBIT THREE (3)** Linked is a Pictograph highlighting
24 the area of the project. An Updated Property Survey will be provided.
25 The Design team will be responsible for all other survey data as
26 defined in Exhibit "A" and AIA B-103.
27

28 This Document is Attached and Not Linked.
29
30

- 31 • **EXHIBIT FOUR (4)** Phase 1 Evaluation
32

33 [https://providencepublicbuildingsauthority.sharefile.com/d-
34 s2f8bb9fe3a524f66bba7194f0aa8c93f](https://providencepublicbuildingsauthority.sharefile.com/d-s2f8bb9fe3a524f66bba7194f0aa8c93f)
35

- 36 • **EXHIBIT FIVE (5)** Phase 2 Evaluation
37

38 [https://providencepublicbuildingsauthority.sharefile.com/d-
39 s9431c37a61564773986374a319505011](https://providencepublicbuildingsauthority.sharefile.com/d-s9431c37a61564773986374a319505011)
40

- 41 • Attached is **EXHIBIT SIX (6)** "Environmental Specifications" prepared
42 by the PPBA's Environmental Consultants (Verdantas). Design
43 Teams are encouraged to pay close attention to the requirements of
44 this and assure that all required Engineering Disciplines are assigned
45 to this Task to assure the inclusion of all the requirements as part of
46



1 the development of the Design Documents for Construction. It is
2 understood that some additional direction is being prepared by the
3 Rhode Island Department of Environmental Management (RIDEM)
4 and the Design Team shall anticipate being hands-on in monitoring,
5 validating, and incorporating updated information.
6

7 This Document is Attached and Not Linked.
8

- 9 • Attached is **EXHIBIT SEVEN (7)** which defines further direction from
10 RIDEM as published on July 3, 2023. This Exhibit consists of three (3)
11 separate Documents that have been consolidated into one single
12 exhibit. It reflects information that the Design Team must consider and
13 incorporate in the Design and Construction Documents applicable as
14 part of their base services.
15

16 These Documents include:
17

- 18 -Expanded Site Investigation Report.
- 19 -Quarterly Groundwater Monitoring Report
- 20 -Site Investigation Required
21

22 These Documents are Attached and Not Linked.
23
24
25

26 **ADDITIONAL INFORMATION**

27
28

29 As previously noted, the Providence Public Buildings Authority is seeking a
30 qualified Design Team to provide Fast Track Evaluation, Design. Design
31 Documents, Bidding Documents, Bidding Assistance, Construction Administration
32 and Project Close Out Services and inclusive of all hard and soft costs required to
33 provide a full turnkey Public Works Complex as presented in concept herein.
34

35 The following outline list Team Member Disciplines that should be included but not
36 limited to being part of the Design Team as prescribed below and shall be part of
37 the total Cost to perform the overall work scope.
38

39 Design Teams areas fully responsible to assure that all required design and
40 consulting disciplines are part of the proposal.
41

42 At minimum the services shall include but not be limited to the development and
43 delivery of complete documents and/or as otherwise may be prescribed, Phase
44 One Demolition and Temporary Facility, Main Complex Conceptual Design, Pre-
45 Design, Site Analysis, Schematic Design, Design Development, Construction

1 Documents, Bid Documents, Construction Contract Administration, and Post
2 Construction Services.

3
4 The expected Team Members are listed as follows unless the Design Team clearly
5 illustrates reasons for not being required in the proposal.:

- 6
7 • Architectural Services including Code, OHSA, and other Life Safety
8 Analysis.
- 9
10 • Architectural /Engineering Consultant with Strong Public Works Complex
11 and Systems Background.
- 12
13 • Architectural and Site Rendering.
- 14
15 • Public Works Equipment Specialist (Vehicle Wash, Vehicle Lifts, Vehicle
16 Exhaust (i.e., Plymo), Trolley Cranes, Paint Booth, other).
- 17
18 • Structural Engineering.
- 19
20 • Low Voltage Engineering (Data, Telco, Wireless Signal and other).
- 21
22 • Parking Deck Consulting and Design.
- 23
24 • Mechanical Engineering (HVAC).
- 25
26 • Electrical Engineering.
- 27
28 • Energy Rebate Specialist.
- 29
30 • Solar and Alternative Energy Consultant and Engineering. Grants Specialist
31 that can Identify and Write grant writing Opportunities for Energy related
32 savings and infrastructure. (Solar, Micro Wind, Vehicle Charging, other).
- 33
34 • Plumbing Engineering.
- 35
36 • Fire Suppression Engineering.
- 37
38 • Site Civil Engineering and Water Management.
- 39 • Environmental Team to address environmental cleanup and capping
40 requirements as may be required.
- 41 • Environmental Team that can advise on issues related to the potential of

- 1 flooding on site and in the area.
- 2 •
- 3 Environmental Team and Hygienist for Hazardous Materials such as but not
- 4 limited to Asbestos, Lead, Arsenics, PCB's and Others that may be
- 5 encountered in demolition of Properties including 700 Allen's Avenue as
- 6 may be required and 40-60 Ernest Street
- 7 • Interior Design Inclusive of Furniture, Fixtures and Equipment (FFE). Note
- 8 that all FFE Documents shall be tied to Electrical and Low Voltage Drawings
- 9 and Layouts to assure proper placement of FFE including larger operations
- 10 Equipment (i.e., Lifts, Vehicle Wash and other), as such design teams shall
- 11 assure that time is allocated to accomplish this task.
- 12
- 13 • Audio Visual and Dispatch.
- 14
- 15 • Security. (Door Locking Systems, Card Access Systems, Camera and
- 16 Associated Head End Systems, Electronic Gates, Building Alarm Systems
- 17 Blue Light System in Parking Area and Other).
- 18
- 19 • Graphic Design (Interior and Exterior).
- 20
- 21 • Interior Hardened Walls, Windows and Ballistic Design for customer facing
- 22 Interaction.
- 23
- 24 • Landscape Architecture and Arts.
- 25
- 26 • Ongoing Probable Cost Estimates (Professional Cost Estimation)
- 27
- 28 • Survey Team as required to perform the work defined in this scope.
- 29
- 30 • Geo-Technical and Ground Penetrating Survey Work.
- 31
- 32 • Permitting Process Specialist at all levels. (Local, State and Federal).
- 33
- 34 • Preconstruction Survey Team and Project Monitoring covering neighboring
- 35 properties on, Allens Avenue, Chapman Street, Toronto Ave., Tennessee
- 36 Ave and Property on Shipyard Street,
- 37
- 38

39 **DOCUMENTS LIBRARY:**

40 The Design Team shall be required to provide access through a quality On-Line

41 Web Based Library System that provides a Team Collaboration Component,

42

1 Document Exchange Centers, and overall, Sharing Project Information. This shall
2 be carried out in a secure online environment (username and password) that allows
3 items such as but not limited to...

- 4
- 5 • Documents Libraries
- 6 • Drawing Libraries
- 7 • Request for Information
- 8 • Sketch Libraries
- 9 • Project Calendars
- 10 • Project Schedule
- 11 • Project Contacts (Active and Real Time)
- 12 • Sub-Contractor Lists (Active and Real Time)
- 13 • Field Reports
- 14 • Meeting Minutes
- 15 • Active Submittals Received and Approved including ALL Content.
- 16 • Active and Approved Shop Drawings Received and Approved including
- 17 ALL Content
- 18 • Change Orders and Supporting Documents.
- 19 • Project Photo Libraries
- 20

21 This library and data system shall be used by the Owner and the Design Team and
22 ultimately be the exchange depository of all Plans, Specifications, Submittals, Shop
23 Drawings, and other libraries for the proper administration and sharing of key
24 information between the Design Team, Contractor, and Owner as it related to the
25 Project. As such Security Trimming of Access to libraries is critical.

26
27 The minimum requirements of the system shall be that the Owner, Design Team
28 Members, and the Prime Contractor have 24x7x365/366 access to the system for
29 the duration of the project and not less than One Year after the final close-out of
30 the project construction. As such the systems need to allow downloads of
31 documents, lists, and libraries of the information posted to the end user's
32 computers as needed to ensure local files exist. Furthermore, the Document
33 System shall be capable of End-User Notification via E-Mail of site activity and
34 events related to the project in real-time (event-based).

35
36 The purpose of this Web-Based system is to assure continuity of information so
37 that all team members are working from the same document set and assure a
38 single source of information on matters related to the project and to allow for
39 enhanced project communications.

1
2 BASIC Project Requirements Outline...

3
4 **CONSTRUCTION ADMINISTRATION and CLOSEOUT SERVICES**

5 (Not Part to the Base Bid Fee see Bid Form and Other instructions herein for basis
6 of payment)

7
8 The Design Team Shall be responsible for Construction Administration Services
9 for the Project through Project Close Out that includes but not be limited to the
10 following:

- 11
- 12 • Document Control
 - 13 • Respond to Requests for Information (RFI).
 - 14 • Issue Architect's Supplemental Instructions (ASI).
 - 15 • Construction Change Directives (CCD)
 - 16 • In-Depth Shop Drawing Review to assure compliance.
 - 17 • Process shop drawings and submittals.
 - 18 • Review and Process Change Orders.
 - 19 • Review and certify the contractor's application for payment.
 - 20 • Review material test reports and Notify Owner and Contractor with Non-
21 Compliance.
 - 22 • Responsible for compiling complete Conformance Documents throughout
23 the project duration.
 - 24 • Assure that Digital as Built/Record Drawings is maintained throughout the
25 project and that intermediate submissions are provided with all payment
26 requisitions.
 - 27 • Record changes to the contract documents and include in the consensus
28 documents.
 - 29 • In Depth and Frequent Site Observations and Detailed Field Reports
30 including Action items List.
 - 31 • Maintain Living Punch Lists
 - 32 • Follow up on All Action Items
 - 33 • Provide Reports to the Owner as may be requested regarding Positive
34 Feedback, Issues, Budget, Progress, Quality, and other Appurtenant
35 information required.
 - 36 • Assure that Project Communications are maintained and properly
37 distributed.
 - 38 • Follow up on Permits and other Applications for items such as but not

- 1 limited to Utilities, State, City, Federal, LEED, and other processes that
2 may or will be underway.
- 3 • Assure that proper and Detailed Meeting Minutes are maintained and
4 tracked as well as action items.
 - 5 • Complete Document Logs
 - 6 • Sketches as required.
 - 7 • Architectural and all Other Supplemental Consulting Disciplines
8 Instructions (ASI)
 - 9 • Provide substantial and final completion services.
 - 10 • PROJECT CLOSEOUT
 - 11 ○ Maintain Living Punch Lists
 - 12 ○ Punch List Reviews up to 3 revisits as may be required.
 - 13 ○ Review all Contractor closeouts documents for completeness and
14 accuracy.
 - 15 ○ Return to the site to confirm that all punch lists are complete, and
16 that civil/landscape work is established following a planting season
17 and within the defined warranty periods.
 - 18 ○ Return to the site to confirm that all punch lists are complete, and
19 that civil/landscape work is established following a planting season
20 and within the defined warranty periods.
 - 21 ○ Coordinate and attend an 8-month post-occupancy review and 16-
22 month post-occupancy review/walk-thru with the Providence
23 Buildings Authority and City Officials and develop lists of
24 deficiencies, failures or other issues affecting performance and
25 assist the Owner in notifying the Contractors of Warranty Claims.
 - 26 ○ Final Adjusting Change Order as May Be Required.
 - 27 ○ Acquire Final LEED or Equal Documents.
 - 28 ○ Review Maintenance Manuals for Compliance.
 - 29 ○ Warranty Follow-Up and Claims
 - 30 • Maintain and Manage the Contract with Commissioning Agent, through
31 post-occupancy, to ensure that all post-occupancy Commissioning
32 services are carried out in accordance with project requirements.
33
 - 34 • OTHER
35
36

37 **Site Civil Engineering including but not limited to:**
38

- 1 • Site Evaluation.
- 2 • Borings/Test Pits as may be required.
- 3 • Surveys (complete detailed utilities, topographic, 3D Rendered, GPR
- 4 (3D) and Geo Technical Services Once Building Placement is
- 5 determined.
- 6 • Coordinate and Witness all Flow Test for Water and Other Utility
- 7 Services.
- 8 • Site Development
- 9 • Site Drainage
- 10 • Water Management and Possible Required Retention
- 11 • Vehicle Wash Water Supply, Oil Water Separators as well as Recycle
- 12 Water
- 13 • Roof Top Drainage
- 14 • Underground Utilities both Existing, New, Relocations and Phased
- 15 Program as may be required. [Power, Natural Gas, Sewer (NBC and
- 16 Providence) , Water, Data, Telco, Site Drainage, and others.]
- 17 • Customer Service Parking
- 18 • Employee Parking
- 19 • Guest Parking
- 20 • Parking Security and Control
- 21 • Site Security (Fences and Gates)
- 22 • Site Security Cameras
- 23 • Walkways
- 24 • Coordination with the Rhode Island Public Transit (RIPTA) Authority for
- 25 Possible Bus Stop.
- 26 • Interaction with Providence Port Authority related to Siren on Campus
- 27 and address as required to maintain the safety standard intended,
- 28 • Demolition Requirements
- 29 • Connections and Utility planning, Applications, Permits and Coordination
- 30 • Site Lighting
- 31 • Loam and Seeding
- 32 • Evaluation of Requirements and Processing and Administration of
- 33 Environmental Permits.
- 34 • Compliance with any Existing Environmental Permits and Ongoing
- 35 Activity and Next Steps.



- 1 • ADA Compliant Site Design
- 2 • Rhode Island Pollutant Discharge Elimination System Program
- 3 (RIPDES)
- 4 • Assistance with the National Grid Easements (Electric) that may be
- 5 required and/or otherwise confirmed.
- 6 • Assistance with the National Grid Easements (Gas) that may be
- 7 required.
- 8 • Traffic Study as previously prescribed.
- 9 • Frequent Site Visits, Field Reports, and Action Item Reports.
- 10 • Work with Two Estimators to Maintain Control of Probable Costs
- 11 Estimates.

12 Incorporate the “Environmental Specifications” prepared by the PPBA’s
13 Environmental Consultants (Verdantas). Design Teams are encouraged to
14 pay close attention to the requirements of this and assure that all required
15 Engineering Disciplines are assigned to this Task to assure the inclusion of
16 all the requirements as part of the development of the Design Documents
17 for Construction. It is understood that some additional direction is being
18 prepared by the Rhode Island Department of Environmental Management
19 (RIDEM) and the Design Team shall anticipate being hands-on in
20 monitoring, validating and incorporating updated information.

21
22 **Complete Architectural Planning and Design Services Including but not**
23 **limited to...**
24

25 The Design Team shall be responsible to provide full architectural design services,
26 administrative oversight and control of the team, coordination of all disciplines of
27 the design process, and additionally and work through independent estimators to
28 develop probable cost estimation services required to understand the value of the
29 project. Once the based value of the project is determined the Design Team will
30 work with the Owner in preparing appropriate supporting documents including high-
31 resolution renderings (Print and Digital) as may be required to seek additional
32 funding.

33
34 The Design Team shall recognize there may be a need for value engineering once
35 all of the required project needs and systems are identified, quantified, values
36 assigned and completed. As such the structure of the project development phase
37 shall be established and assembled in such a manner to accommodate expeditious
38 cutting of program space and/or amenities to reduce costs. This shall be
39 accomplished in such a manner that allows for possible reintroduction once the
40 final funding sources are fully identified and quantified.

41

1 The final program outcome shall be accomplished in the strictest accordance with
2 all Federal, State, Local Code and all Building, Safety and Environmental
3 Regulations and all industry standards for modern-day public works operations.
4

5 The Design Team is charged with assuring that their design elements and systems
6 as well as those of their engineering and consulting disciplines weigh the longevity
7 of the overall facility (40-50 years) and present the best of materials suitable for the
8 use that minimizes both short- and long-term preventative and predictive
9 maintenance requirements. The Design Team will be required to provide Life
10 Cycle Costs Evaluation for various key design elements, such as but not limited to
11 items like HVA, Roofing Systems, Parking Deck Systems, Solare Energy, Vehicle
12 Wash Systems (operational and asset protection)
13

14 Furthermore, the Design Team shall additionally ensure that all systems and
15 materials chosen are available within the required timelines required to deliver this
16 project within the proposed schedule. All Long Lead Time items need to be fully
17 identified and disclosed to the Owner in writing throughout the design process with
18 other material choices in hand for consideration including an outline of pros and
19 cons of such material choice.
20

21 Findings and Design project submissions shall be provided for the Owners
22 Approval at each of the following milestones. The Owner shall then provide written
23 notification approving the Design Team to proceed forward for each step. It is
24 important to recognize that while certain milestones are identified herein that the
25 Design Team is expected to work with the Owner in real time so that the approval
26 process for each defined step is expedited as the owner was part of ongoing
27 discussion and inclusion in the process.
28

- 29 • Phase One Demolition and Temporary Storage Facility. (REAL TIME)
- 30 • 30,60 and 80 Percent of Conceptual Site and Facility Plans (The design
31 team is responsible to set up and coordinate all required meetings and other
32 interactions to gather this information so that it may be presented the
33 conceptual design approach.
- 34 • 30 and 60 Percent Schematic Design Phase
- 35 • Completion of the Schematic Design Phase
- 36 • 30 and 60 Percent Design Development Phase and Specifications
- 37 • Completion of the Design Development Phase
- 38 • 30, 60 and 80 percent completion of Construction Documents
- 39 • Again, at One Hundred (100) percent for Bidding.
40

41 The Design Team shall work with the Owner as the Lead in the preparation of and
42 the submission of any and all Local, State and Federal permits that must be filed
43 inclusive of continuous communication with all of the agencies requiring approval to

1 authorize construction of the facility inclusive of the steps required that trigger the
2 approval to publicly bid. Design Teams shall not rely on past practices and assume
3 the process they used in the is working, as such communication and regular check-
4 in are required to assure that application are in process. Evidence of
5 communications shall be memorialized and submitted to the Owner in Real Time.
6

7 These Agencies may include but are not limited to:
8

- 9 • Providence Public Works as part of the Regulatory Process (This is for
10 information gathering that would be part of due diligence on any project. i.e.,
11 utility information gathering for seer, fire alarm, street lighting, other)
- 12 • Providence Public Properties as part of the Regulatory Process
- 13 • Providence Data Information Services
- 14 • Providence Emergency Management Agency
- 15 • Providence Building Official's Office (All Divisions. i.e., Structural, Electrical
16 Plumbing, Mechanical other)
- 17 • Providence Fire Marshal's Office
- 18 • Providence Fire Alarm
- 19 • Rhode Island Department of Health
- 20 • Rhode Island Department of Transportation
- 21 • Rhode Island Department of Environmental Management
- 22 • Rhode Island Cemetery Division
- 23 • Rhode Island Historical Society
- 24 • Rhode Island Department of Labor
- 25 • Providence Council for the Arts
- 26 • Commission on Disability
- 27 • PPBA and City Insurance Carriers. The Design Team shall Work with the
28 Carriers and any Sub-Carriers to assure that all applicable requirements for
29 roofs, structure and other building systems and components meet the
30 requirements of the responsible carrier for the Owner. Understand in cases
31 In cases of self-insurance there are still insurance standards that must be
32 applied to the facility design.
33

34 Additionally, the Design Team shall also Lead the charge with dealing with any and
35 all Utilities and Agencies for applications to accommodate the new complex layout,
36 needs that may require new and /or updated services. The design team shall fill
37 out and provide all forms and provide all supporting information required on behalf
38 of the Owner to expedite the process. Design Teams shall not rely on past
39 practices and assume the process they used in the is working, as such

1 communication and regular check-in are required to assure that application are in
2 process. Evidence of communications shall be memorialized and submitted to the
3 Owner in Real Time.

4
5 These Utilities Providers May Include but are not Limited to:
6

- 7 • National Grid Gas
- 8 • National Grid Electric
- 9 • Providence Water Supply Board
- 10 • Providence Sewer
- 11 • Providence Street Lighting
- 12 • Providence Telecommunications
- 13 • Providence Fire Alarm
- 14 • Narragansett Bay Commission
- 15 • All Telecommunications Providers
- 16 • RIDOT

17
18
19 Additional Details:

20
21 The Architectural Team taking the lead shall ensure that the following minimal
22 elements are incorporated into the Architectural Conceptual Plans and
23 Development of Final Plans and Specifications as approved by the PPBA.

24
25 Initial efforts have been undertaken to understand the site which has been
26 determined is limited in size (6.6 acres) to accommodate the ideal operational
27 space required as previously referenced and presented in the one concept offered
28 in the video (Exhibit 1). This concept was developed to take advantage of a unique
29 project site topography that allows beneficial use of the proposed building(s) roof
30 deck that will serve the new garage structures and house all associated interior
31 operations of the Public Works facility. as a possible parking deck and location for a
32 new administration facility if the off-campus administrative facility referenced
33 previously is not acquired.

34
35 This concept allows for some vertical use of the site and provides parking with
36 grade access from Allens Avenue just to the south of the fire station. Utilization of
37 roof top parking allows for the space used for parking that will otherwise be on

1 grade at the 60 Ernest Street Site. This approach will allow for the anticipated
2 needed space to be used for operations and exterior storage of equipment and
3 stockpiled materials used in public workday-to-day operations.
4

5 It is important to recognize that this concept ultimately replaces all the existing
6 buildings currently on the campus with new facilities as this phased approach
7 allows for full use (with minimal operational disruption) of existing assets and new
8 assets through a phased approach to construction that allows complete operations
9 throughout the project. Please recall that there are no alternative sites being
10 considered for swing space during the development of the project.
11

12 This approach simply allows for potential maximum use of the land with southwest
13 grade adjustments, by introducing use of retaining walls/common foundations by
14 tucking the new facilities into the hillside.
15

16 If a path is chosen to not use roof deck parking and/or the demolition the existing
17 sections “B” and “C” (see figure below) of the existing facilities the Design Team
18 needs to assure that there are staging and phasing plans that allow for continuous
19 operations.
20



21
22
23
24 The Design Team shall be responsible to address and develop plans and
25 specifications that include but are not limited to the following:
26

27 Main Garage and Storage Facilities (limited list)

- 28 • Conceptualize and Bring to Reality the Entire Campus Plan including
29 Administrative Facility).
- 30 • Site Concepts (i.e., Circulation, Material Storage, Operations, Lighting,
31 Security and others).
- 32 • Vehicle movement in All Interior and Exterior Spaces shall be studied and
33 evaluated using software analysis such as “AutoTurn” to assure that vehicle
34 movement is safe and efficient at all areas where vehicles operate.
- 35 • Building Envelope.

- 1 • Possible Parking Deck (Including providing complete Life Cycle Costs and
2 typical preventative and predictive maintenance cost and replacement
3 projected over 40 years).
- 4 • Warm Vehicle Storage Facility.
- 5 • Mechanics Garage Spaces.
- 6 • Provisions for five (5) Vehicle Lifts. (Cars and Trucks Mixed).
- 7 • Trolley Crane (s).
- 8 • Lube Room.
- 9 • Storage Spaces associated with Operations.
- 10 • Body Shop.
- 11 • Stock, Parts and Tool Rooms (Highway, Sewer, and Garage).
- 12 • Interior Plow Storage.
- 13 • Interior Spreader Storage.
- 14 • Interior Electrical Vehicle Charging.
- 15 • Exterior Rack Systems for storage of Sewer Pipes and Castings
- 16 • Cold Patch Storage (2 Tons) Interior Space for Climate Control
- 17 • Wood Working and Carpentry Shops with Exhaust and dust collection.
- 18 • Fuel Storage (Limited to Equipment Fuel Mixes).
- 19 • Discussion related to On Site Fueling for Vehicles needs to be addressed.
20 Possible use of “Convault” type systems may need to be considered for
21 storage and possible dual purpose for Campus Generator Systems. This
22 will allow for longer operational times as may be required.
- 23 • The tarmac shall be provided with anchor points at locations to be
24 determined that will allow for anchorage of equipment and materials.
- 25 • Paint Booth (Note the Owner has anew unused Paint Boot in storage that
26 should be reviewed to determine if it can be incorporated, or another
27 approach is required to fi the program)
- 28 • Sign Shops
- 29 • Welders Shop with independent exhaust
- 30 • Roof Systems (Including providing complete Life Cycle Costs and typical
31 preventative and predictive maintenance cost and replacement projected
32 through 40 years)
- 33 • Public Works Vehicle Washing System with Recycled Water and Oil and
34 water Separation.
- 35 • Compressed Air Systems

- 1 • All required Equipment such as but not limited to Vehicle Lifts, Trolley
- 2 Cranes, Paint Booths, Plymo Vehicle Exhaust Extraction Systems, , Large
- 3 Area Fans and Associated Drivers/Starters, Parts and Tool Stage Shelving
- 4 and Bins that accommodate asset protection systems, and other systems
- 5 and equipment to be identified by Operations Team Members

- 6 • HVAC

- 7 • High Quality Lighting Systems (above Code Required to assure adequate
- 8 workspace lighting).

- 9 • Roof Top Solar Energy Opportunities

- 10 • Offices

- 11 • Locker Rooms

- 12 • Restrooms

- 13 • Break Room (s)

- 14 • OTHER

15

16 Administrative Facilities (limited list)

17 The following approaches to the Administrative Office Facilities have been initially

18 reviewed and need to be addressed.

19

20 **Off Campus Administrative Facility:**

21 As noted earlier the Owner is exploring an off-Campus Facility and if acquired there will

22 be some work that the Design Team will need to explore and coordinate with Planning,

23 Design, Coordination and Contract Development and specifications. As this RFP

24 process continues an Addendum may be issued which will provide direction and costing

25 requirements once identified, however in the interim the Design Team shall not provide

26 considerations for cost in their proposal at this time.

27

28 **700 Allens Avenue Facility:**

29

30 The second Option that needs to be explored is the redevelopment and renovation of

31 700 Allens Avenue facility which currently serves as the Public Works Departments

32 Administration Facility. This facility has served the community very well over time

33 however has not been actively, recently or historically been updated and maintained to

34 meet today's standards of offices, customer service spaces and public use areas

35 required for today's public service to the community. In short, the facility does not

36 currently meet the spatial requirements and is in such overall condition that it requires

37 significant modifications, renovations, restoration/replacement of the building envelope

38 systems (i.e. roof, walls, flashings, windows and doors) , Electrical System Upgrades,

39 Major HVAC upgrades, Introduction of ADA Access, Introduction of Fire Alarm and

1 Safety Systems along with other multiple improvements. It is worth noting that these
2 improvements will additionally require a complete renovation of interior finishes to make
3 the building cheerful, bright and inspiring to those who work in the facility as and others
4 that visit the facility. It shall additionally be noted that the building will most likely
5 require additions and or significant adaptive reuse of spaces to accommodate and
6 address other required features and spaces needed to meet the demands of today
7 Public Works Operations.

8
9 Furthermore, it is highly advisable to review FEMA and other available environmental
10 impacts data where you will find that 700 Allens is in a flood zone and the facility will
11 additionally require modifications to eliminate the negative impacts of those events if it
12 is determined to use this option.

13
14 It should be noted Swing Space has been identified for the Public Works Administrative
15 Team to relocate in the event this path is chosen.

16
17 Additionally, if a parking deck concept is not deployed as previously noted and
18 establishing parking at grade at 60 Ernest Street proves to negatively impact the
19 exterior operational space along with efficient building location there has been
20 discussion replacing 700 Allens Ave with a parking garage as may be needed. In
21 reviewing that option, that site needs to be evaluated to assure proper ingress and
22 egress that will be impacted during Storm Events where FEMA mapping shows a
23 negative impact. If this option is chosen a traffic study may need to be undertaken to
24 understand the location of entries and exit due to the proximity to the intersection.

25
26 **Entirely New Administrative Facility:**

27
28 The placement of a new Administrative Facility will need to be explored and shall
29 remain on Campus. As noted earlier there is not a desire to relocate temporary
30 operations elsewhere, except for the off-campus facility currently being explored as
31 noted above.

32 As it has not been determined the exact placement of the facility will be located on
33 campus some of the thoughts discussed include but are not limited to:

34 In the concept presented in the Video Presentation Exhibit One (1) you will find that
35 there is a placeholder in the concept for the administrative office on top of the Warm
36 Storage Vehicle Garage. Again, this placement is being considered to make best use of
37 limited land resources allowing for maximum at-grade operational space.

38 Additionally, the site offers spaces for placement of the Administrative Facility that need
39 to be explored as well that minimally impacts the operational space.

40 Design Teams are encouraged to understand that it is the PPBA's intent not to block
41 the view of the City from the properties along Chapman Street Office facilities owned by
42 private businesses.

1

2 Exhibit Two (2) (worksheet) is a in progress worksheet floor plan concept that is not
3 configured in shape or form to be located at any one portion of the site and is only
4 intended to provide a guide to determine spatial requirements, and to understand the
5 interaction between departments, staff, public, operations, and overall functions in the
6 administration process. As such, it is totally expected and understood that Exhibit Two
7 (2) will be changed in final shape and form to accommodate the final site location and
8 final determination of all user spaces and interactions. Once Determined this will be
9 required to be reviewed in whole and signed off by the PPBA and The Public Works
10 Department

11 Please note that many of the offices in the exhibit (but not all are oversized and will
12 need to be adjusted accordingly) as this was a tool used in active workshops which the
13 Design team will now pick up as a requirement of this Work Scope.

14

15 At minimum the Administrative Facility spaces shall accommodate:

16

- 17 • Private and Open Office Space for Current Employee Base.
- 18 • Private and Open Office Space for Employee Expansion (Shelled or otherwise
19 Flexible Space).
- 20 • Elevators if Multiple Floor Structure is Built
- 21 • Security/Reception Space
- 22 • Secure and Hardened Customer Service Areas for Front Desk Clerks and
23 Engineering.
- 24 • Lockable Indoor Bike Room (Fire Rated).
- 25 • Secure Package Lockers.
- 26 • Weather Response Storage.
- 27 • Public Restroom in Main Lobby.
- 28 • Restroom Groups for Employees.
- 29 • Small Break Out Room off Main Lobby.
- 30 • Conference/Community Center to Accommodate 125 Persons Seated (Break out
31 to two for smaller functions).
- 32 • Restrooms to Serve Conference and Community Room Spaces.
- 33 • Storage for FFE for Conference and Community Room Spaces.
- 34 • File Storage.
- 35 • Mail Room.
- 36 • Men's and Women's Locker and Shower Rooms and Clothes Washing

- 1 Amenities).
- 2 • Staff Break Room and Kitchen Area (Day to Day Operations and Used as
 - 3 Emergency Food Preparation for major emergency events where overnight and
 - 4 prolonged operations are required).
 - 5 • Conference Rooms that may be able to serve as sleeping quarters (Murphy
 - 6 Beds). Discussion of Murphy Type Beds in key offices was discussed in lieu of
 - 7 this approach.
 - 8 • Day to Day Conference and Meeting Room Spaces.
 - 9 • Dispatch.
 - 10 • Audio Visual Equipment Room.
 - 11 • Computer Main Server Room (MDF) and Intermediate Distribution Frame
 - 12 Spaces.
 - 13 • Money Room (drive in space).
 - 14 • Security Head End Equipment Rooms.
 - 15 • Trash Room and Washdown.
 - 16 • Custodial Closets.
 - 17 • Custodial Work Room.
 - 18 • Fire Suppression Equipment Room.
 - 19 • Mechanical Room.
 - 20 • Electric Rooms.
 - 21 • OTHER

22

23 Additionally, as referenced elsewhere in this document the Design Team shall explore a
24 Robust Solar Energy System or other possible creative solutions to offsetting the
25 electrical use from the Grid. This task will include the Design Team procuring a
26 specialist to identify funding and grant resources for this work including grants that
27 assist in the building infrastructure to support such use.

28 Furthermore, another area to be explored and considered to be part of the Design
29 Team Services including the above referenced specialist to identify Solar Opportunities is
30 the introduction of Electric Vehicle Charging that will serve the City Electric Vehicle
31 Fleet but also possibly serve the public either as part of community service or fee
32 based. The introduction of such a facility amenity can be used to assist as a tool to
33 enhance site security as it brings a presence of the public to the site providing
34 additional eyes and ears that help in security operations.

35

36 The Design Team shall also work closely with Rhode Island Energy to assure that all
37 available programs for grants, rebates and other incentives are fully incorporated into

1 the design of the facility for items such as but not limited to Lighting, Heating, Cooling,
2 Solar, Wind and other possible solutions are possible to incorporate into the program.
3 The Design Team shall Administer and Work with the Owner to accomplish all required
4 applications and other information gathering to accommodate Rhode Island's Energy
5 process to take full advantage of the programs available. The Design Team shall
6 prepare all supporting information that illustrates impacts on operational cost as well as
7 predictive and preventative maintenance of the facilities for each system that may be
8 chosen to be part of the design.

9
10
11 Design Team Responsibilities also include...

12
13 Working with the Owner throughout the Public Bidding Process and assure that all
14 requests for information, refinements to budgets, pre-bid meetings, and other items
15 are addressed timely to assure maintenance of schedule. This work shall include
16 but not be limited to the following services:
17

- 18 • Advise the Owner of Alternates, Allowances and Unit Cost (where
19 Applicable) as required. It is expected this project will have multiple
20 alternates as such the design needs to accommodate the phasing and
21 coordination to address properly.
- 22 • Assist in notification of the Bidding Community that the project is out to bid.
- 23 • Attend and Assist in Conducting the Pre-Bid Conference.
- 24 • Maintain Meeting Minutes for the Pre-Bid Conference for inclusion in an
25 Addendum.
- 26 • Prepare responses to Bidders' Request for Information as provided and
27 defined by the Owner.
- 28 • Evaluate Proposed Substitutions.
- 29 • Assist in Detailed Bid Tabulation.
- 30 • Assist in Detailed Evaluation of Bid Results.
- 31 • Review Qualification Statement.
- 32 • Assist in the preparation of De-Scope Questions as may be required, assist
33 in the presentation of questions and documentation of the same for inclusion
34 into the final Contract Agreement with a Contractor.

35
36 Furthermore, the Design Team shall include complete comprehensive Construction
37 Contract Administration services, inclusive of but not limited to:
38

- 39 • Review and Advise on any unresolved issues from Bidding Phase.
- 40 • Update Project Directories.

- 1 • Monitor and Verify Design and Construction Schedules for Compliance and
2 Assure that the Owner is Aware of Slippage of Schedule.
- 3 • Propose as may be required ways to maintain schedule in the event of
4 Slippage.
- 5 • Develop, Administer, Advise, Process, and Distribute or otherwise
6 manage...
 - 7 ○ Correspondence.
 - 8 ○ Comprehensive Meeting Minutes.
 - 9 ○ Field Reports with Each Visit.
 - 10 ○ Project Photography (Not less than Twenty 20 Digital Shots each two
11 (2) Weeks showing progress and milestones.
 - 12 ○ Communications and Phone Logs.
 - 13 ○ Advise and Process Requests for Information (RFI).
 - 14 ○ Advise and Process Requests for Proposals (RFP).
 - 15 ○ Advise and Process Construction Change Directives (CCD).
 - 16 ○ Process Change Orders (AIA Documents).
 - 17 ○ Process Supplemental Instructions (AIA Documents).
 - 18 ○ Quality Control Reports and Required Follow-up to assure corrective
19 action has been performed.
 - 20 ○ Interaction with All Levels of Building Officials as required.
 - 21 ○ Timely Submission of RIGL 23-27.3 Section 128 Project Certification
22 Form for each required design discipline.
 - 23 ○ Process, Log, Review and Approval all submittals and assure
24 compliance with Contract Intent.
 - 25 ○ Be Present for Agency Inspections, approvals, and Permitting Tasks.
 - 26 ○ Review, Comment on and assure a Comprehensive Level of Detail
27 for all Schedules of Values.
 - 28 ○ Review and Comment on all Payment Requisitions inclusive of both
29 Pencil Copy and Final Copy for approval.
 - 30 ○ On-Site Field Presence No Less than Twice Weekly independent of
31 the Project Meetings to Observe Contractor Performance. These
32 visits shall result in detailed field reports of those visits outlining
33 required action items if any.
 - 34 ○ Assure that all Engineering disciplines have an on-site field presence
35 to observe conformance of work during all phases of work while the
36 work is in progress and provide detailed field reports of those visits
37 outlining required action items if any.

- 1 ○ Attendance at One Weekly Contractor Project Meeting, Followed by a
- 2 separate Owners Project meeting.
- 3 ○ Maintain a Living Punch List.
- 4 ○ Monitor Punch List Progress.
- 5 ○ Project Close Out.
- 6 ○ Assist in Monitoring the Project Budget.
- 7
- 8 ● Establish, Schedule and Conduct Pre-Construction Meetings for all key
- 9 construction disciplines.
- 10 ● Notify the Owner of all required applications for Utilities such as but not
- 11 limited to Gas, Sewer, Water, Electric, Data, Telephone, Curb Cuts, and
- 12 other applications required for the project in a timely manner. Additionally,
- 13 provide all required assistance in the filling out of such applications and
- 14 submission of same. Furthermore, follow through as a point of contract as
- 15 may be delegated to assure tracking and movement of applications to
- 16 assure timely approval. Fees for application and other fees associated with
- 17 this work effort will be paid from the Allowances herein prescribed.
- 18 ● Assist in the Coordination of Owner Supplied Materials and Equipment.
- 19 ● Work with Owner on Contractor Retainage Management.
- 20 ● Assist in the Determination of Required Tests, Review of Results and
- 21 Administer Remedial Work as may be required. Review all RFI's, RFP's,
- 22 Change Orders for Fairness, Accuracy and Process once the Owner Has
- 23 Approved based on Input received from the Design Team.
- 24 ● Review notice of Substantial Completion and Advise the Owner of Status.
- 25 ● Inspect to assure that the Substantial Completion request is correct and that
- 26 the close out process should commence.
- 27 ● Assist in the acquisition of the Certificate of Occupancy and/or Partial as
- 28 may be required.
- 29 ● Assist in the closeout process and verify all Punch List items are complete
- 30 and/or otherwise addressed.
- 31 ● Process Partial Reductions of Retainage if Applicable.
- 32 ● Participate in Final Inspection of the Facility.
- 33 ● Process Final Payment Requisitions.
- 34 ● Review all Operations and Maintenance Manuals and Verify Record
- 35 Drawings submitted by the Contractor.
- 36 ● Archive Project Documents for not less than Seven (7) Years.
- 37 ● Assure that all Digital Submissions of Record Drawings, Operations and

- 1 Maintenance Manuals are accurate and functional.
- 2 • Provide Master Accounting of all Design Costs as well As Construction
- 3 Costs and provide and update including a summary and detailed written
- 4 report every two weeks.
- 5 • Assist in the processing and remediation plans as may be necessary of Post
- 6 Occupancy Warranty Claims for the warranty period of not less than two (2)
- 7 years.
- 8 • Assure that all Disciplines adjust their individual specification sections to
- 9 reflect a minimum of a two (2) warranty.

10 While the lists in the following sections are not comprehensive and are not all
11 inclusive, they do outline some of the expectations of what is to be part of the Base
12 Design Fee. The lists are intended to ensure that the Design Team carries the
13 appropriate cost to provide a complete system design that is complete without
14 having to request a change order to provide services they did not cover when they
15 prepared their proposals. While some appear to be out of line for this phase of the
16 proposal, they are based on historical change order requests that have previously
17 delayed projects.

18 **Structural Design and Systems**

19 The Design Team shall have a well-qualified Licensed Structural Design Team that
20 suits the types of construction and system assemblies that this facility will be
21 constructed. This team member shall have a proven track record in providing high-
22 level structural systems that are required for this facility.

23 At minimum services will include but not be limited to:

24 **TEMPORARY FACILITY**

- 25 • FAST TRACK Slab for Temporary Sprung Structure

26 **MAIN PROJECT**

- 27 • Foundations.
- 28 • General and Enhanced Slabs on Grade.
- 29 • Structural Systems to accommodate Superstructure, ALL FFE Components
- 30 and Systems, and Miscellaneous Steel.
- 31 • Provide Structural System and Facility Assets such as but not limited to
- 32 Solar Panel Systems, Parking Deck, Green Roof, and others.
- 33 • Structural Design for Miscellaneous Site Assemblies and Shelters.
- 34 • Understanding Corrosion Resistance due to wet areas and Areas exposed

1 to Salts and Other corrosives and choose system components that will
2 function for 40-50 years in such environments.

- 3 • Provide on-site field presence to observe conformance of work during all
4 phases of work while the work is in progress and provide detailed field
5 reports of those visits outlining required action items if any.

6
7
8
9 **Mechanical, Electrical and Plumbing Engineering**

10
11 The Design Team shall include comprehensive, and coordinated **Mechanical,**
12 **Electrical and Plumbing Engineering** Services required to provide detailed
13 Contract Documents for the project. These Services shall include but not be
14 limited to all customary design evaluations, the latest state of the art equipment and
15 complete design of all required systems and assemblies and assurances that the
16 following items are included as part of the Design Teams proposal.

17
18 **Mechanical...**

- 19
20 • Complete Heating, Ventilation, and Air Conditioning of the Facility.
- 21 • All Vehicle Exhaust Systems (i.e Plymo Vents or Equal) and Large Fan
22 Systems (i.e. Bis Ass Fans or Equal)
- 23 • All Systems for Public Works Vehicle Wash Systems including Oil Water
24 Separation and Recycling.
- 25 • Assure that all Systems are Carefully Coordinated with all other drawings
26 such as but not limited to Plumbing, Electrical, Structural, Data, Telephone,
27 and other systems to assure that conflicts do not exist. Additionally, ensure
28 that communications and power between systems is fully addressed and
29 coordinated.
- 30 • Attention to Operating Sound Levels to maintain minimal impact on End
31 Users.
- 32 • Attention to Acoustical Treatment of Systems.
- 33 • Detailed Coordination with FF&E Elements of the Facility.
- 34 • Assure use of Ball Valves is Used in lieu of Gate Valves.
- 35 • Use of Redundant and Isolation Valves related to Water Supplies serving
36 Systems and facility sections. This includes means to drain these areas.
- 37 • Vibration Control.
- 38 • All control valves shall have isolation valves and bypass.
- 39 • Compliance with LEED as prescribed elsewhere is this RFP.
- 40 • Clear and Concise Dust Control Program Indoor Air Quality) for the

- 1 Construction of Systems.
- 2 • Ensure Proper Clearances for Equipment with space for Expansion as may
- 3 be required in future growth.
- 4 • Assure Proper and Adequate Clearances for the Maintenance of Systems.
- 5 • Commissioning as prescribed elsewhere in this RFP.
- 6 • Separate Climate Control for Computer Room and sensitive equipment
- 7 spaces.
- 8 • Integration into a Building Management System (Consult with Public
- 9 Properties).
- 10 • Building Asset Protection Software and Head End Equipment. (Consult with
- 11 Public Properties)
- 12 • Assistance in incorporating systems into the Building Asset Protection
- 13 Program using list and data that can be exported into the system.
- 14 • Assurance of Accurate Record Drawings. (Digital and Hard Copy)
- 15 • Coordinate Thermostat Locations between Electrical and Architectural and
- 16 FFE.
- 17 • Extensive Peer Review.
- 18 • Assure that the design does not have any water lines within three (3) feet of
- 19 Data Systems, and Audio-Visual Head End Equipment and other Critical
- 20 Building Functions.
- 21 • Design in accordance with all applicable utility company Rebates and
- 22 Incentive Programs and assist in the procurement of such programs.
- 23 • Pipe Color Code System.
- 24 • Provide on-site field presence to observe conformance of work during all
- 25 phases of work while the work is in progress and provide detailed field
- 26 reports of those visits outlining required action items if any.
- 27

28 Electrical...

29

- 30 • Design and Coordinate Electrical Service (consideration to raised
- 31 transformer)
- 32 • Assure that all Systems are Carefully Coordinated with all other drawings
- 33 such as but not limited to Plumbing, Mechanical, Structural, Data,
- 34 Telephone, FFE and other systems to assure that conflicts do not exist.
- 35 • Transient Voltage Surge Suppression (TVSS) at Switch Gear, and All Sub
- 36 Panels.
- 37 • Transient Voltage Surge Suppression (TVSS) at various dedicated
- 38 receptacles to be identified based on sensitivity of equipment being

- 1 serviced.
- 2 • Redundant Generator System and Required Transfer Switches Serving the
3 Entire Campus to allow for full operations for no less than Fourteen (14)
4 Days taking into consideration One Generator to also be serviced during
5 extended run times.
- 6
- 7 Review and Consideration of Bi-Fuel Generators Open Architecture
8 Systems.
- 9
- 10 Fuel Tank Farm to provide required fuel for anticipated run time.
11 Detailed Load Shedding Plan.
- 12 • Uninterruptable Power Supply (UPS) for key areas of the facility to be
13 identified. These systems will provide power to critical systems for duration
14 of time between power outage and generator coming online to minimize
15 disrupt to data and other mission critical systems. Additionally, UPS Run
16 Time shall also be evaluated for mission critical systems that must remain in
17 service in the event of generator start up failure. (i.e., Data Systems, Traffic
18 Controllers, Dispatch and other).
- 19 • The Design Team shall also include an Emergency Storm Switch that will
20 allow for the remote truck-mounted generator to provide power in the event
21 of complete Generator or Switchgear Failure. Details for this system will be
22 addressed regarding placement and coverage at the Public Works Complex.
- 23 • Spare Conduits as directed between various spaces both indoors and
24 outdoors.
- 25 • Commissioning as prescribed elsewhere in this RFP.
- 26 • Integration into a Building Management System (Lighting Controls System).
- 27 • Assistance in incorporating systems into the Building Asset Protection
28 Program using list and data that can be exported into the system.
- 29 • The Electrical Engineer shall carefully coordinate with the FFE Designer
30 locations of all lighting, switches, receptacles, sensors, data, telco and other
31 systems and together develop a plan proving concise locations of each
32 device to avoid conflicts with FFE elements.
- 33 • Computer Room UPS.
- 34 • Grounding for Static Dissipative Floor Systems.
- 35 • Assurance of Accurate Record Drawings (Digital and Hard Copy).
- 36 • Audio Visual Power and Infrastructure.
- 37 • Camera Head End, Power, Data and Infrastructure.
- 38 • Lightning Protection System.
- 39 • Emergency Lighting (with onboard Batteries) to account for generator start

- 1 up time plus thirty (30) Minute minimum.
- 2 • Fire Alarm Systems
- 3 • Provisions for Analog Telecom (Limited) and Telecom over IP.
- 4 • Cable Tray or other means of cable path plans for Security, Telecom, Data
- 5 and AV as required.
- 6 • Coordinate Thermostat Locations between Mechanical and Architectural.
- 7 • Evaluation if an Emergency Communication Radiating system is required. If
- 8 yes include in Design.
- 9 • Peer Review to Assure and Verify that all Powered Systems have power to
- 10 them and review of other project details.
- 11 • Increased (Beyond Code Prescribed) Exterior Site for Operations and
- 12 Parking Lighting Levels.
- 13 • Design in accordance with utility company Rebates and Incentive Programs
- 14 and assist in the procurement of such programs.
- 15 • Compliance with LEED as prescribed elsewhere is this RFP.
- 16 • Use of Dimmable LED Fixtures in all Common, Conference and office
- 17 spaces including fixture isolation where there are visual screens that
- 18 required partial room darkening.
- 19 • Low Voltage Cable Color Code System.
- 20 • In Floor Data, Telecom, Power, Security and Audio-Visual Systems at all
- 21 areas with FFE.
- 22 Provide on-site field presence to observe conformance of work during all phases of
- 23 work while the work is in progress and provide detailed field reports of those visits
- 24 outlining required action items if any.

25 Plumbing ...

- 26
- 27 • Design and Coordinate Water and Sewer Service to Facility.
- 28 • Roof Drain System
- 29 • Assure that all Systems are Carefully Coordinated with all other drawings
- 30 such as but not limited to Electrical, Mechanical, Structural, Data,
- 31 Telephone, and other systems to assure that conflicts do not exist.
- 32 • Use of Electronic Flush Valves, Faucets. (Hardwired preferred over battery)
- 33 • Back Flow Prevention Service bypass Loop.
- 34 • Ability to shut down sections of the Building for Emergency Repairs Zones to
- 35 minimize building wide disruption.
- 36 • Commissioning as prescribed elsewhere is this RFP.

- 1 • Assurance of Accurate Record Drawings (Digital and Hard Copy).
- 2 • Vehicle Wash System
- 3 • Peer Review.
- 4 • Assure that the design does not have any water lines within three (3) feet of
- 5 Data Systems, Audio Visual head End Equipment and other sensitive
- 6 building use areas.
- 7 • Assure use of Ball Valves is Used in lieu of Gate Valves.
- 8 • All Toilet Fixtures shall be Heavy Duty Wall Hung
- 9 • Redundant Isolation Valves related to Water Supplies serving Systems.
- 10 • Fuel Monitoring for Generator System.
- 11 • Compliance with LEED as prescribed elsewhere is this RFP.
- 12 • Pipe Color Code System.
- 13 • All Control Valves shall have isolation valves and bypass.
- 14 • Provide on-site field presence to observe conformance of work during all
- 15 phases of work while the work is in progress and provide detailed field
- 16 reports of those visits outlining required action items if any.
- 17 •
- 18

19 Fire Suppression...

- 20
- 21 • Provide Complete Fire Suppression Design in strict accordance with the
- 22 Applicable Rhode Island State Fire Codes and NFPA Standards.
- 23 • Special Considerations for Data Room.
- 24 • Use of Black Iron Pipe Materials.
- 25 • Use of Code Approved Flexible Ceiling Pendant Feeds.
- 26 • Assurance of Accurate Record Drawings. (Digital and Hard Copy).
- 27 • Provide on-site field presence to observe conformance of work during all
- 28 phases of work while the work is in progress and provide detailed field
- 29 reports of those visits outlining required action items if any.

30 Fire Alarm...

- 31
- 32 • Provide a Complete Fire Alarm Design in strict accordance with the
- 33 Applicable Providence Fire Alarm Standards and the Rhode Island State
- 34 Fire Codes and NFPA Standards.
- 35 • Assurance of Accurate Record Drawings. (Digital and Hard Copy).

- Provide on-site field presence to observe conformance of work during all phases of work while the work is in progress and provide detailed field reports of those visits outlining required action items if any.

Code Analysis ...

- Conduct a full building code analysis for the intended uses.
- Conduct a full fire code analysis for the intended uses.
- Universal access design in consultation with the Governor's Commission on Disabilities.

Security System ...

The Design Team shall provide all design, engineering, and Construction Documents for the complete installation of a Security System for the Facility. The system shall include but not be limited to the minimum of the following elements.

- Full Compatibility and Integration with existing Systems Deployed by the City of providence (Public Properties Coordination)
- Multiple Keypads.
- Window Glass Break Detection Systems.
- Door and Window Contacts.
- Motion Detection
- Door Position Switches.
- IP Remote Monitoring from Various On Campus and Off Campus Offices, and Key Personnel Remote Locations.
- Cameras both interior and exterior covering site, parking, gateways, perimeter, entryways, exits, and common spaces throughout the facility.
- Card Access Systems. (Hardware Integration) All interior and exterior Doors throughout the facility.
- Thirty Day (30) Recorded Retention.
- Software System and Licensing.
- Provide on-site field presence to observe conformance of work during all phases of work while the work is in progress and provide detailed field reports of those visits outlining required action items if any.

Telecommunications and data cabling layouts and specifications...

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- Minimum Two Data Drops per Desk Location back to separate patch panels and Racks
- Spare Conduits as directed (Interior and Exterior) Wire Trays and/or Equal
- Cat 6E Cabling, Color Coded by System and Area
- Fiber Optic Backbones
- UPS Systems
- Patch Panels
- Racks meeting Providence IT Standards
- In Floor Data, Telecom, Power, Security and Audio-Visual Systems at FFE.
- Internal Private Secure Wireless (Not for Public Use)
- Public Use Wireless System for use in Lobby and Conference Center (s)
-
- Provide on-site field presence to observe conformance of work during all phases of work while the work is in progress and provide detailed field reports of those visits outlining required action items if any.

Audio Visual Equipment specifications and layouts...

The Design Team shall provide complete Audio-Visual Design Services. This work shall include but not be limited to the following Elements...

- Confirmation of all Required Systems.
- Complete Infrastructure including under desk, ceilings, walls and table conference areas.
- Access points.
- Complete Integration Planning
- Ability to Communicate Off Site (Video Conferencing)
- Conference Room Video Systems
- Conference Room Projection Equipment
- Conference Room Monitoring Systems
- Conference Room Poly-Com Type of Telephone Systems

- 1 • Interactive marker board systems for conference rooms.
- 2 • White Noise Generation for Conference room Spaces.
- 3 • Proper Window Treatment for Room Darkening in Conference Room
- 4 Spaces
- 5 • Proper Lighting for over conference room table space and Overall Lighting
- 6 controls.
- 7 • Limited Portable Equipment.
- 8 • Provide on-site field presence to observe conformance of work during all
- 9 phases of work while the work is in progress and provide detailed field
- 10 reports of those visits outlining required action items if any.
- 11

12 Furniture, Fixtures and Equipment (FFE) and Graphics...

13
14 The Design Team shall provide complete FFE and Graphics Design Services
15 inclusive of but not limited to the following...

- 16
- 17 • Work with Owner on choice of and quantity of all required FFE Components.
- 18 • Provide Probable Estimated Costs of FFE
- 19 • Determine Day One FFE requirements and then determination of future if
- 20 budget restricts complete Day One FFE Purchase.
- 21 • Concise Coordination of Placement with All Electric, Data,
- 22 Telecommunications, Lighting, Thermostats, and other systems to assure
- 23 that conflicts and systems are properly served without conflict.
- 24 • Development of Complete Plans and Specifications.
- 25 • Development of Bid Documents.
- 26 • Custom Millwork
- 27 • Work with Owner in the Coordination and integration of Owner Furnished
- 28 Equipment and Furniture.
- 29 • Deliveries and Program Schedule.
- 30 • Develop Door Schedules and other schedules required for move
- 31 management.
- 32 • Punch List.
- 33 • Assistance in Replacement Acquisition for Damaged Goods.
- 34 • Window Treatment (Shades).
- 35 • Flag Poles. (US, City and State)
- 36 • Integration into Asset Protection Program.

- 1 • Complete Interior Graphics Design.
- 2
- 3 ○ Wayfinding.
- 4 ○ Departmental.
- 5 ○ Room and Space Identification (Including ADA).
- 6 ○ Fire Egress Mapping.
- 7 ○ Dedication Plaque.
- 8 ○ Life Safety.
- 9 ○ No Smoking.
- 10 ○ Occupancy Signs.
- 11
- 12 • Complete Exterior Graphics Design.
- 13
- 14 ○ Construction Project Sign.
- 15 ○ Site Wayfinding.
- 16 ○ Parking.
- 17 ○ Building Identification.
- 18 ○ Lighted Building Identification (Building and Site).
- 19 ○ Traffic.
- 20 ○ Posted Security.
- 21 ○ Entrance Signs.
- 22 ○ Door Glass Signs (Hours and Etc.).
- 23 ○ Utility Markers.
- 24
- 25

26 Providence, Arts, Culture and Tourism

27

28 The Design Team shall include as part of their work scope of working with the

29 Providence, Arts, Culture and Tourism Art Selection Panel, in the preparation of

30 infrastructure requirements to support chosen Art. This shall include up to four (4)

31 two (2) hour meetings and forty (40) design hours across all of the design

32 disciplines. It shall be noted that the vision of the Public Works Complex Site along

33 the North Bound Route on Allens Avenue entering the City has been discussed as

34 a space to provide a pleasing gateway into the city where perhaps the dedicated

35 art allocation can be focused.

36

37

38

1 Special Inspection Program...

2
3 The Design Team shall include as part of their work the development of the Code
4 Compliant Special Inspections Program and any additional inspections critical to the
5 successful and timely completion of the facility.

6
7 This shall be based on Chapter 17 entitled "Structural Tests and Special Inspections
8 of the State Building Code as if attached and written in full here-in. The services
9 and costs shall be performed by third party firms and the payments for these firms
10 shall be debited from the Allowance established however the costs for Coordination,
11 Scheduling, Administration and Documentation shall be part of the base costs of the
12 agreement between the Owner and Design Team. The Design Team will be entitled
13 to a two (2) percent markup to cover the administrative cost for processing
14 payments related to drawing down funds from this allowance.

15
16 Construction Testing and Inspections...

17
18 The Design Team shall include as part of their cost to provide assistance to the
19 Owner in the administration of additional testing and inspections required beyond
20 those prescribed as part of the Chapter 17 of the State Building Code entitled
21 Structural Test and Special Inspection Program. The Design Team shall carry an
22 Additional Allowance as prescribed under allowances in their Base Proposal that
23 will be drawn down from to pay for third party inspection firms with Five (5) percent
24 markup to cover the administrative cost of inspection coordination and processing
25 payments.

26
27
28 Professional Cost Estimating Services...

29
30 The Design Team shall include as part of their work and fee professional a third-
31 party Professional Cost Estimating Services and deliver probable estimated costs
32 at various milestones herein defined. This estimator shall work independently of
33 the Owner's Estimator and the Design Team shall work with both estimators.

34
35 Dual estimates are required to assure that existing funding and additional funding
36 requests are adequate and additionally serve as a check and balance to the
37 process to assure the accuracy of the probable estimated cost of the project.

38
39 As such the Design Team Shall share all the same information provided to the
40 independent Estimator deployed as part of this section with the Estimator Procured
41 independently by the Owner.

42
43 As this project likely requires a second round of funding (already being explored)
44 the PPBA requires an expedited probable estimate of costs so that the total revised
45 project funding requests can be made. As such it is critical that both estimators
46 are engaged very early in the process to get this critical task underway.

1
2 All Estimates shall be provided in a report format in both PDF Documents and
3 Unlocked MS Excel Spread Sheets so that the owner can use them as work sheets
4 and verifications of various scenarios as will be required.

5
6 Estimates will be required to be delivered as follows...

- 7
- 8 • Phase One Demolition and Temporary Storage Facility Development and
9 Bid Phase. This estimate shall be delivered in Real Time as this work must
10 be completed before this Winter 2023.
 - 11 • 30,60 and 80 Percent of Conceptual Site and Facility Plans (The design
12 team is responsible to set up and coordinate all required meetings and other
13 interaction to gather this information so that it may be presented the
14 conceptual design approach.
 - 15 • 30 and 60 Percent Schematic Design Phase
 - 16 • Completion of the Schematic Design Phase
 - 17 • 30 and 60 Percent Design Development Phase and Specifications
 - 18 • Completion of the Design Development Phase
 - 19 • 30, 60 and 80 percent completion of Construction Documents
 - 20 • Again, at One Hundred (100) percent for Bidding.

21
22 The Frequency of the prescribed estimate submissions is established to assure
23 that the estimates are updated on a regular basis (living) and allow appropriate
24 timing to modify documents and direction at more frequent times to minimize
25 delays in moving forward.

26
27 All cost estimates shall carry appropriate design and construction contingencies,
28 as well as escalation through the period of the bid date and the duration of the
29 project as may be applicable.

30
31 Estimates shall be broken out to include but not be limited to the Site
32 Improvements, the Building Cost, FFE, Security, Audio Visual, and other Building
33 Elements to delineate and cover all project-related costs using the Uni-Format II
34 format for broad view and the Master Format for more detailed views of the overall
35 program...

- 36
- 37 • Total Hard Costs.
 - 38 • Total Soft Costs
 - 39 • Contractor/Subcontractor Markup.
 - 40 • General Conditions.

- 1 • Escalation (from estimate preparation to bid date and also the duration of
- 2 the project).
- 3 • Factors in Market Conditions and Supply Chain Issues.
- 4 • Design Modification (Schematic to Construction Document) Contingencies.
- 5 • Contingencies.
- 6 • Risk.
- 7 • Prevailing Wage.
- 8 • Tax Exemption for materials incorporated into the Project.
- 9 • Fast Track Schedule.
- 10 • Projected Winter Construction Costs.
- 11 • Flag High-Cost Systems.

12
13 Copies of Estimates shall be provided to the Owner in MS Excel Format for internal
14 review and Comment as well as PDF Formats. The Estimator shall also provide an
15 executive summary page related to the probable estimated costs.

16 After review of the cost estimates, if the cost estimate(s) are over the construction
17 budget as established and approved in the Design Development Phase the owner
18 shall reserve the right to initiate value engineering and redesign services at no
19 additional cost to the owner, terminate the contract or continue with services.

20
21 In the event of Contract Cancellation, it shall be considered as “cancellation for
22 convenience”. The firm shall at that juncture have no basis of claim for any
23 damages or for lost profits for work not performed, however will be made whole for
24 services rendered to the date of cancellation unless cause for cancellation is due to
25 the Design Team Errors and Omissions. Payments due to the Design Team, shall
26 be limited to the percentage of stipulated fees plus the costs of approved
27 reimbursable expenses concurred to date.

28 29 Commissioning...

30
31 The Design Team shall make arrangements for and pay for independent
32 Commissioning Services for the Project on behalf of the Owner. These services
33 shall include but not be limited to the following...

- 34
35 • Identify Systems to be commissioned. (State and City Code Required, LEED
- 36 required and what is prudent for specific systems being implemented into
- 37 the design).
- 38 • Prepare a Schedule of Commissioning Services for the project.
- 39 • Submit Commissioning Information to the Owner as required for evaluation
- 40 and approval.

- 1 • Prepare Commissioning Plan Based on Systems to be commissioned.
- 2 • Procure an Independent Commissioning firm.
- 3 • Review Systems to assure they meet Design Intent, Efficiency of Operation
- 4 and Longevity of System performance.
- 5 • Assure all design disciplines incorporate into the specifications the details
- 6 and prescriptive requirements for Commissioning the facility.
- 7 • Shop Drawing and Submittal Review.
- 8 • Attendance at Commissioning Meetings.
- 9 • Review of Construction Documentation.
- 10 • Periodic Field Inspections required to properly commission systems.
- 11 • Operations and Maintenance Manuals Review.
- 12 • Training.
- 13 • Test Report Review.
- 14 • Observe Functional Performance Testing and Document Findings.
- 15 • Corrective Action Reports and Re-Inspections.
- 16 • Final Commissioning Report
- 17 • Record Drawing Review.

18
19 LEED® Design Services...

20
21 The building will be designed to meet a minimum of LEED® (Leadership in
22 Energy and Environmental Design) Gold Level certification as governed by the
23 US Green Building Council or a similar equivalent standard. All references to
24 LEED® certification in this document shall be interpreted to mean LEED® Gold
25 or an equivalent standard as approved by the State. In addition, as part of this
26 contract, the architect is to provide all administrative services, prepare any
27 required applications, provide required documentation, etc., as may be required
28 in the LEED® Gold Level certification process. The Architect will be responsible
29 for all aspects of this endeavor. Cost for LEED Applications will be drawn from
30 the allowance established for this item.

31
32 LEED Gold with Silver as an optional downgrade dependent on budget impacts.

33
34
35 SCHEDULE...

36
37 It is anticipated that the project will be a Fast Track Schedule, based on the
38 project needing to be shovel-ready expeditiously, as such Design Teams are
39 encouraged to review carefully and provide a proposal that meets the demands of



- 1 this objective through the implementation of a Quality, Well-Staffed Design Team.
- 2 Design Teams are encouraged to provide a proposed schedule with their
- 3 Technical Proposal based on the Schedule provided in AIA B-103 Time Line.
- 4
- 5

DRAFT AIA® Document B103™ – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

This document has been MODIFIED from the Original Format.

Architects are encouraged to thoroughly review this document before bidding. **NO modifications to the document will be entertained following the Bid Submission and the terms are non-negotiable following the Bid Submission.** As such, any and all questions related to the terms, conditions, insurance requirements, and other details shall be submitted for consideration during the Requests for Information period before the bid submissions.

The term “Architect” shall read as “Design Team” throughout this document except as may otherwise be noted or otherwise emphasized as “ARCHITECT”.

Design Team and Architect are interchangeable terms except where noted as described above.

AGREEMENT made as of the « » day of « » in the year «2021 »
(In words, indicate day, month, and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address, and other information)

« PROVIDENCE PUBLIC BUILDINGS AUTHORITY
«
« »
« »

and the Architect:
(Name, legal status, address, and other information)

« TBD »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

PROVIDENCE PUBLIC WORK COMPLEX
40-60 Ernest Street
700 Allens Avenue
Providence, Rhode Island 02905»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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TABLE OF ARTICLES

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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's Program for the Project as defined in:

(Is identified and Detailed in the following exhibit.

« SEE EXHIBIT A Entitled “_”

**PROVIDENCE PUBLIC BUILDINGS AUTHORITY
AND THE
CITY OF PROVIDENCE, RHODE ISLAND**

**REQUEST FOR PROPOSALS
for**

**Architectural Design Team Services
City of Providence Public Works Complex**

§ 1.1.2 The Project's physical characteristics:

Described in Exhibit "A" and Exhibits within that Document

The project is described in Exhibit "A" and Exhibits within that Document

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Defined in Exhibit "A")

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The See Architect’s Schedule shall be based on the schedule presented herein and shall be maintained by the Design Team as a “Living Schedule”.

The Design Team shall prepare an initial comprehensive schedule of the performance of their services and those of all consultants and other team members and tasks required to deliver this project as prescribed below and adjust the Owner provided schedule to show ways to accelerate or otherwise adjust.

The Design Teams schedule shall minimally capture dates of (or where applicable, periods of elapsed time) anticipated for all evaluations, Owner review periods required for Owner approvals, dates when specific information is required by the Architect from the Owner, and anticipated approval periods required for public authorities having jurisdiction over the Project.

The schedule shall be maintained continuously and updated weekly. The Architect and its consultants will be bound by the final approved schedule (which is to be delivered within 14 calendar days of the project award) and will not deviate from it without prior written authorization by the Owner based on the updates. Whether or not deviations from the schedule have been authorized by the Owner, the Architect shall update this schedule as necessary to reflect Owner-approved changes or unavoidable deviations and to indicate the probable impact of those deviations on the performance of the Architect’s services and the Project. However, nothing in this subparagraph shall be construed as a waiver of the Owner’s right to obtain full compliance by the Architects-Owner approved schedules.

The anticipated schedule to be refined by the Architect as prescribed above for the Owners Approval is a follows:

DESIGN TEAM REQUEST FOR PROPOSALS TIMELINE

- July 7, 2023: Architectural RFP, send to Board of Contract of Supply.
- July 17, 2023, Advertise for Bid. (Ok to release after board approval) (10)
- July 24, 2023: Pre-Bid Conference.
- July 31, 2023, Final RFI Submission.
- August 8, 2023, Final RFI Responses.
- August 15, 2023: Bids Due.
- August 15-26, 2023: Selection Committee reviews and Descope Meetings.
- August 28, 2023, Recommendation of Award to Board of Contract and Supply (**PROVIDED the 10-day advanced submission is waived and approved by a Special Meeting**).

- August 28, 2023: Award to the successful architect. (Release after board approval)
- August 31, 2023: Contract signed. (Minimal waiting period)
- September 1, 2023 - September 21, 2023: Plans and Specs complete Sprung building. (**JUMP START REQUIRED** by Owner providing **Advanced Contractor Involvement and Utility Contacts for services such as but not limited to Gas, Water, Electric, and Temporary Heating Plant or System starting July 7, 2023**)
- December 21, 2023: FAST TRACK Sprung Structure or Other Vehicle Storage Plan Substantially in Place.
- March 3, 2024, Complete Design Team Design Responsibilities for Main Project Plans and Specifications and Public Bidding Package. (This date can slip plus 2 months if needed)
- The successful Design Team shall develop a Detailed Schedule that reflects the timeline to bid on the overall construction project including but not limited to outlining the timeline for the bidding process, reviewing the bids, the award of the bid, and a probable construction schedule that delivers a completed project in the first quarter of 2026.

»

.2 Construction commencement date:

«The Design Team shall be staffed and have all required resources to deliver all documents ready for a construction commencement date of As prescribed in the Milestone Schedule above. »

.3 Substantial Completion date or dates:

« The anticipated Substantial Completion Date is As prescribed in the Milestone Schedule above based on the need to (fill in i.e host the event):

The Final Completion Date is As prescribed in the Milestone Schedule above.

»

.4 Other milestone dates:

« The Design Team shall be prepared to have a Temporary Facility in Place (Sprung Structure) no later than the date prescribed above. This work will require a temporary slab and possible piers, Power for Lighting and Ventilation, and Provisions for Heating (Gas) and Water at a minimum for Vehicle Washing. Utility Companies.

An alternative plan that should be reviewed would be to Shore the Roof Structural System along the North Elevation wall and then remove the failing North and West Wall masonry walls of the existing 60 Ernest Street Facility (Arched Roof) and then close in the building envelope with temporary sheet goods until such time a completed plan including construction phasing can be identified and agreed upon. It is believed that ultimately this section of the facility will be removed. Deficiencies in the Large Overhead doors will also need to be addressed if this method is chosen among other interior deficiencies.

»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Lump Sum Modified AIA A101- 2017 Edition entitled Standard form of Agreement between the Owner and Contractor where the basis of Payment is Stipulated Sum– and Modified AIA 201- 2017 Edition entitled General Conditions of the Contract for Construction »

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Phasing Plans need to be provided here-in See Exhibit “A” Video Exhibit 1 which outlines one possible approach based on research to date.»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

« LEED Gold with Silver as an optional downgrade dependent on budget impacts »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.
LEED ® Design Services...

The Architect shall plan on the following Structures and Systems to be LEED _(Enter Level)_Gold

The building and System elements defined above shall be designed to meet a minimum of LEED® (Leadership in Energy and Environmental Design) _____GOLD_____ Level certification as governed by the US Green Building Council or a similar equivalent standard. All references to LEED® certification in this document shall be interpreted to mean LEED® GOLD or an equivalent standard as approved by the City and State. In addition, as part of this contract, the architect is to provide all administrative services, prepare any required applications, provide required documentation, etc., as may be required in the LEED® GOLD certification process. The Architect will be responsible for all aspects of this endeavor. Cost for LEED Applications will be drawn from the allowance established for this item.

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

«Assign Team Member Names when Contract is in Place »

« »
« »
« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

« » Assign Team Member Names

§ 1.1.10 The Design Team shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Cost Consultant: The Architect shall work with the Owners Cost Estimator defined below by name and also procure an independent Cost Consultant (as defined in the RFP) to confirm the Owners Estimators Values and to additionally establish and independent construction costs and the development of all soft costs. The Owner recognizes that the Architect is not an expert in the field of cost consulting and will only be able to establish probable construction cost based upon simple units of measure such as cost per square foot. The Architect will retain a 3rd party Construction estimating services as further prescribed in this document.

«Owners Cost Estimator »« »

« Brian Bouchard

Bsquared LLC

PO Box 525 / 1600 Boston Neck Road

(401)440-5033 phone

Saunderstown, RI 02874

bgbouchard@bsquaredllc.com

« »

«Also Third Party Independent Cost Estimator as prescribed in Exhibit “A”»

« »

- .2 Scheduling Consultant: The Owner may retain a consultant early in the design process to act as the Owner’s Scheduling Consultant and Phasing Consultant for the Project. Prior to the selection of a Contractor, however, the Architect shall act as the Owner’s Scheduling and Phasing Consultant for the purpose of establishing a probable construction schedule and as prescribed in this document. The Architect and Owners Consultant shall work together to establish the Schedule. Once the project is underway in design the Architects Scheduling and Phasing Consultant shall be responsible for the final plans which shall be approved by the Owner.

»« »

«TBD »

« »

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« »

- .3 Geotechnical Engineer:

»« »

«TBD »

« »

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« »

- .4 Civil Engineer:

e

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«TBD »

« »

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« »

- .5 Other, if any: See Exhibit “A for a Complete Listing of anticipated disciplines expected to be part to the Design Team

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« TBD»
« See Exhibit “A for Basis »
« »
« »
« »
« »

§ 1.1.12 The Architect shall retain the consultants identified in Exhibit “A”:
o (List name, legal status, address, and other contact information.)

As Defined in Exhibit “A” the Design Team shall include qualified firms and staff that provide the defined services as part of the base proposal costs based on the review of the program and understanding of the deliverables required to deliver the intended Design Services and Construction Document required to the project requirements. These disciplines shall make up the “Design Team” and all costs are to be included in the Base Proposal Costs.

The Design Team hereby represents to the Owner that its firm and its consultants are duly licensed and that licenses are current at the time the proposals are submitted and are in full compliance with the laws and regulations for the State of Rhode Island.

§ 1.1.12.2 Consultants retained under Supplemental Services:

« See Exhibit “A” and Fill in details once the project is awarded.

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

Fill In Once Awarded

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation as may be required. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without an agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement and Defined in Exhibit "A". The Architect represents that they and their Sub-Consultants are all properly licensed and licenses are current in the jurisdiction (State of Rhode Island) where the Project is located to provide the services required by his Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and has taken the schedule related to project deliverables and defined milestones dated when assembling the team.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement and require the same insurance coverage for all of their subcontractors or consultants. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall make provisions to carry such insurance requirements as part of the base proposal cost and as may be further prescribed in Section 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$«1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$«1,000,000») each accident, «Five Hundred Thousand Dollars» (\$«500,000») each employee, and «» (\$«») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than «Three Million Dollars» (\$«3,000,000.00») per claim and in the aggregate.

Extended coverage shall be carried for a period of not less than three (3) years after completed construction Operations.

§ 2.5.7 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$5,000,000 to be in excess of the applicable provisions noted in this Section. Such occurrence shall be at least as broad as the primary coverages noted in this Section with any excess umbrella layers written on a strict following form basis over the

primary umbrella.

All such policies shall be endorsed to provide defense coverage obligations.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. All insurance coverages shall be approved in advance by the Owner and all carriers shall be admitted to do business in the State in which the Project is located and shall have a rating of A-VII or better by A.M. Best Company. All insurance, except professional liability coverage, should name the Owner as an additional insured, include waiver of subrogation in favor of the Owner, and provide that coverage is primary and non-contributory to any other valid and collectible insurance available to the Owner. As to professional liability coverage, that coverage shall provide to compensate the Owner for all negligent acts, errors or omissions by the Architect, its firms, its agents, employees and consultants arising out of this agreement.

Said professional liability coverage shall have a deductible not exceeding \$100,000 per occurrence.

Professional liability coverage shall remain in full effect for a minimum of three (3) years from the date of Substantial Completion

2.5.9 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$3,000,000 to be in excess of the applicable provisions noted. Such occurrence shall be at least as broad as the primary coverages noted in this Section with any excess umbrella layers written on a strict following form basis over the primary umbrella.

All such policies shall be endorsed to provide defense coverage obligations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and Throughout Exhibit "A" shall include usual and customary structural, mechanical, and electrical engineering services. Refer to Section 1.1.12 of the Team that should make up the Architect's Team

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants as may be required if any. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall review the information provided by the Owner for the completeness necessary to the performance of the Architect's services hereunder and notify the Owner in writing of any discrepancies to process, law, code, standard operating protocols, and other areas of concern that they feel in their professional judgment is harmful to the project.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's (if applicable by the Owner) approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

See Section 1.1.4. for further information related to the Schedule

§ 3.1.4 If the Owner chooses to use a scheduling consultant pursuant to this Agreement, the Architect shall submit information to the scheduling consultant and participate in developing and revising the Project Schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact in writing (Copied to Owner) all governmental authorities, agencies, and all Utility Agencies (City, State and Private) including but not limited to those prescribed in Exhibit "A" including and not limited to Rhode Island Energy Electric, Rhode Island Energy Gas, Verizon, Cox, ATT, Private Communications Carriers., Narragansett Bay Commission, Providence Water Supply, Providence Public Works (drainage, sewer, electric, street lighting, fire alarm, traffic), Rhode Island Department of Transportation (Traffic Signals, Road, Curbs, Structures), Historical and Preservation Organizations and others, required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The schedule shall reflect the times required for these notifications and response times based on continuous communications with the various agencies and design work planned around those agencies' response times. The Architect's performance and design and those of its consultants shall conform to all applicable requirements imposed by governmental authorities having jurisdiction over the project, including state, city, town federal and local codes. Nothing in this agreement shall be construed to eliminate the Architect's responsibility for the full compliance of its design, its documents and its services provided with applicable state, local, and federal statutes and regulations codes as they exist at the time of submission to the Owner for approval of Construction Documents noted in Section 3.4 of this Agreement, including those relating to restrictions on the development of wetlands and other environmental statutes and regulations. Architect's design documents and services shall conform to all federal, state, and local statutes and regulations, codes, and other laws governing the Project and the Work.

§ 3.1.7 The Architect shall assist and participate on behalf of the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall report to the Owner the results of this review specifying the scope thereof.

§3.1.8 The Approved Architect's Proposal for Scope of Basic Services is attached hereto as **EXHIBIT "TBD" (once established)**

The Architect shall assure that all document templates clearly reflect a minimum of a Two-Year Warranty except where a longer Warranty is called for or otherwise prescribed. The Architect shall assure that all sub-consultants additionally adjust their document to reflect the same Two-Year period.

§ 3.1.10 Professional Cost Estimating Services...

See Exhibit "A" All

§ 3.2 Schematic Design Phase Services (Exhibit "A has additional requirements that shall be complied with in addition to the following:

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement, and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project that may not already have been prescribed in Section 1.1.12.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. However, nothing in this paragraph shall be construed as a waiver of the Owner's right to obtain the services provided under this Agreement.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant and Owner to review the Schematic Design Documents to assure there is a mutual understanding of the project and the direction of the project.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 The Architect shall provide Schematic Design Documents based upon the most recent Owner approved program schedule and estimate for the cost of the work. The Schematic Design Documents shall establish scale relationships among the project components and shall include plan sections, elevation study models, prospective sketches, schematic diagrams, and narratives of major enclosure, electrical, mechanical and structural systems. Survey of applicable codes and the value engineering analysis and reports and any other reports noted in this agreement. The Architect will report in writing to the Owner any deviations between Owner provided information or programs and the design presented.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect will report in writing to the Owner the nature and magnitude of any deviations between the Design Development Documents presented by the Architect and the Owner approved design and the Owner provided information of programs.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant and Owner to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Architect will report in writing the nature and magnitude of any deviations between the Contract Documents prepared by the Architect and the Owner approved Design Development Documents and the Owner provided information or programs.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors.
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Modified AIA Document A201™-2017, General Conditions of the Contract for Construction. The Architect shall perform all duties and obligations that are assigned to the Contract and the General Conditions for Construction unless duties or obligations on the part of the Architect are expressly waived or modified in this Agreement or in the Modified A201. See EXHIBIT TBD (Modified AIA A201 – 2017 Edition, as amended).

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract or any portion for Construction and terminates on the date the Architect issues the final Certificate for Payment unless otherwise prescribed for post-occupancy services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect and all Team Members shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, and defined in Exhibit “A” to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless the Architect has included specifications, designs or requirements governing the construction means, methods, techniques, sequences or safety precautions in its documents. On the basis of the site visits, the Architect and All Team Members shall keep the Owner reasonably informed through Written Field Reports. Meetings and telecommunications about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The Architect shall assure that the team (all members) review the site where active construction or activities is impacting the specific engineering disciplines site not less than once weekly independent of the weekly project meeting so the focus is on the project activities which are not part of the weekly project meeting.

Part of these visits will be to maintain a Living Punch List and Communicate with the Owner Representative and Contractors as required to keep the project moving forward.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing no more than 48 hours unless otherwise agreed to in writing as required research prevents a more expeditious response.

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect and Owner shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the:

.1 Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect (5) that all terms and conditions outlined in the General Conditions have been satisfied.

The Sub-Consultant Disciplines shall actively be involved in the timely thorough review and approval of any and all payment requisitions.

.2 that it is for the Cost of the Project which have not been the basis of a prior requisition or a prior payment of an external loan or reimbursement; that it is for Work actually performed or material, equipment or other property actually supplied for the Project generally in accordance with the applicable plans and specifications; and that it contains no amount entitled to be retained; and

.3 that the work and material, equipment or other property covered by the requisition have been performed or delivered to the Project and are in general accordance with the specifications and drawings; and that all certificates of need, permits, licenses, and approvals required for the items covered by the requisition have been obtained and any and all applicable appeal period have expired; and

.4 other requirements pursuant to the Modified AIA 201 (2017 Edition), General Conditions, as amended.

The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents before completion, meeting the requirements for the Zero Punch List Objectives and (4) to specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record (digital and Hard Copy) of the Applications and Certificates for Payment. Copies of which applications shall be sent to the Owner with certification of each such application by the Architect along with the posting in the digital library as defined and prescribed in Section 4.1.1.29.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept and to ascertain their conformance with the Contractor's and Owner's requirements as expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. Within three (3) days after receiving it, the Architect shall simultaneously issue a written responsive answer to the Contractor and the Owner for each RFI in writing (along with necessary descriptive drawings, specifications or other documents) with a promptness necessary to avoid unnecessary delay or cause, but in no case more than ten (10) business days after the RFI is received by the Architect in the event the complexity of the question requires additional time and the Architect believes the answer will be beyond the initial prescribed three (3) day period they shall notify the Owner and Contractor in writing.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The records shall include at a minimum the subject matter of the submittal, the related specification section number, the provider or supplier of the subject item, material or system, the date received, the action taken, and the date returned to the Contractor. Copies of the logs shall be posted the Projects Digital Library

§ 3.6.4.6 The Architect shall review shop drawings promptly but not more than seven (7) working days of receipt unless otherwise approved in writing by both the Owner and the Contractor due to the complexity of the submission.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect and Owner together may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.5.3 All change orders must be approved in writing by the Owner (No Exceptions). Any request for change orders shall be analyzed by the Architect with a written report to the Owner not later than four (4) business days after the Architect's receipt of any requested change order.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 Timely Submission of RIGL 23-27.3 Section 128 Project Certification Form for each required design discipline.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of Two (2) years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct two meetings (11 months and again at 21 Months) with the Owner to review the facility operations and performance and assist with any required warranty claims .

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Architect shall provide Basic and Additional Services in the table below as the Architect’s responsibility. The Owner shall compensate the Architect as provided in Section 11.2 for any Additional Services (designate the Basic and Additional Services.) The services listed below are not included in Basic Services unless defined in Base Contract, or otherwise so noted. This table is not intended to define the work required and those services prescribed elsewhere in the document set shall be performed as well. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architects Base Contract
§ 4.1.1.2 Potential Multiple preliminary designs	Architects Base Contract
§ 4.1.1.3 Measured drawings if existing to remain.	Architects Base Contract
§ 4.1.1.4 Existing Facilities surveys	Architects Base Contract
§ 4.1.1.5 Site evaluation and planning (Topographic Surveys, Complete GPR of Site, Geo-Technical Services, complete detailed identification Surrounding Utilities and other)	Architects Base Contract
§ 4.1.1.6 Building Information Model Management responsibilities	Architects Base Contract
§ 4.1.1.7 Development of Building Information Models for post construction use	Architects Base Contract
§ 4.1.1.8 Civil engineering	Architects Base Contract
§ 4.1.1.9 Landscape design	Architects Base Contract
§ 4.1.1.10 Architectural interior design	Architects Base Contract
§ 4.1.1.11 Value analysis	Architects Base Contract
§ 4.1.1.12 Cost Estimating as Defined	Architects Base Contract
§ 4.1.1.13 On-site project representation	Construction Administration and Site Visits as Defined as Part of Architects Base Contract

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.14 Conformed documents for construction	Architects Base Contracted Initial drawing set then Updated with Project Modifications/Changes
§ 4.1.1.15 As-designed record drawings	Architects Base Contract
§ 4.1.1.16 As-constructed record drawings	Architects Base Contract
§ 4.1.1.17 Post-occupancy evaluation	As Required and Defined for Warranty
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Base Contract as Required and Referenced in Documents
§ 4.1.1.21 Telecommunications/data design	Architects Base Contract
§ 4.1.1.22 Security evaluation and planning	Architects Base Contract
§ 4.1.1.23 Commissioning	Architects Base Contract
§ 4.1.1.24 Sustainable Project Services pursuant to Sections 1.1.7.1 and 4.1.3	Architects Base Contract
§ 4.1.1.25 Historic preservation as may be required 700 Allens	Architects Base Contract
§ 4.1.1.26 Furniture, furnishings, and equipment design	Architects Base Contract
§ 4.1.1.27 Other services provided by specialty Consultants	Architects Base Contract as Defined in Exhibit "A"
§ 4.1.1.28 Other Supplemental Services	As may be defined in Document Set Exhibit "A"

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§ 4.1.1.31 The Architect shall work with the Owner throughout the Bidding and Construction Process and assure that all requests for information, refinements to budgets, pre-bid meetings, and other items are addressed timely to assure maintenance of schedule. This work shall include but not be limited to the following services and those prescribed in Exhibit "A":

- Advise the Owner of Alternates, Allowances and Unit Cost (where Applicable) as required.
- Assist in notification of the Bidding Community that the project is out to bid.
- Attend and Assist in Conducting the Pre-Bid Conference.
- Maintain Meeting Minutes for the Pre-Bid Conference for inclusion to an Addendum.
- Prepare responses to Bidders Request for Information as provided by the Owner.
- Evaluate Proposed Substitutions.
- Assist in Bid Tabulation.
- Assist in the Evaluation of Bid Results.
- Review Qualification Statement as May be needed.
- Assist in the preparation of De-Scope Questions as may be required.
-

Furthermore, the Design Team shall include complete comprehensive Construction Contract Administration services, inclusive of but not limited to:

- Review and Advise on any unresolved issues from Bidding Phase.

- Update Project Directories.
- Conformance Document Sets as defined
- Monitor and Verify Design and Construction Schedules for Compliance and Assure that the Owner is Aware of the Slippage of Schedule.
- Propose as may be required ways to maintain schedule and Recovery in the event of Slippage.
- Develop, Administer, Advise, Process, and Distribute or otherwise manage...
 - Correspondence.
 - Meeting Minutes.
 - Field Reports with Each Visit.
 - Project Photography (Not less than Twenty 20 Digital Shots each two (2) Weeks showing progress.
 - Communications and Phone Logs.
 - Advise and Process Requests for Information (RFI).
 - Advise and Process Requests for Proposals (RFP).
 - Advise and Process Construction Change Directives (CCD).
 - Process Change Orders (AIA Documents).
 - Process Supplemental Instructions (AIA Documents).
 - Quality Control Reports and Required Follow up to assure corrective action has been performed.
 - Interaction with All Levels of Building Officials as required.
 - Timely Submission of RIGL 23-27.3 Section [128 Project Certification Form](#) for each required design discipline.
 - Process, Log, Review and Approval all submittals and assure compliance with Contract Intent.
 - Be Present for Agency Inspections, approvals, and Permitting Tasks.
 - Review Comment on and assure Comprehensive Level of Detail for all Schedule of Values.
 - Review and Comment on all Payment Requisitions inclusive of both Pencil Copy and Final Copy for approval.
 - Field Presence as defines
 - Attendance at Weekly Contractor Project Meeting, Followed by an Owners Project meeting.
 - Maintain a Living Punch List.
 - Monitor Punch List Progress.
 - Project Close Out.
 - Assist in Monitoring the Project Budget.
- Establish, Schedule and Conduct Pre-Construction Meetings for all key construction disciplines.
- Notify Owner of all required applications for Utilities such as but not limited to Gas, Sewer, Water, Electric, Data, Telephone, Curb Cuts, and other applications required for the project in a timely manner. Additionally, provide all required assistance in the filling out of such applications and submission of same. Furthermore, follow through as a point of contract as may be delegated to assure tracking and movement of applications to assure timely approval. Fees for application and other fees associated with this work effort will be paid for from the Allowances here-in prescribed.

- Assist in the Coordination of Owner-Supplied Materials and Equipment.
- Work with Owner on Contractor Retainage Management.
- Assist in the Determination of Required Tests, Review of Results and Administer Remedial Work as may be required. Review all RFI's, RFP's, Change Orders for Fairness, Accuracy and Process once the Owner Has Approved based on Input received from the Design Team.
- Review notice of Substantial Completion and Advise the Owner of Status.
- Inspect to assure that the Substantial Completion request is correct and that the close out process should commence.
- Assist in the acquisition of the Certificate of Occupancy and/or Partials as may be required .
- Assist in the closeout process and verify all Punch List items are complete and/or otherwise addressed.
- Process Partial Reductions of Retainage if Applicable.
- Participate in Final Inspection of the Facility.
- Process Final Payment Requisitions.
- Review all Operations and Maintenance Manuals and Verify Record Drawings submitted by the Contractor.
- Archive Project Documents for not less than Seven (7) Years.
- Assure that all Digital Submissions of Record Drawings, Operations and Maintenance Manuals are accurate and functional.
- Provide Master Accounting of all Design Costs as well As Construction Costs.
- Assist in the processing and remediation plans as may be necessary of Post Occupancy Warranty Claims for the warranty period of not less than two (2) years .
- Assure that all Disciplines adjust their specification sections to reflect minimum of a two (2) warranty.
- Other as identified in RFP Exhibit "A"

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«See Section 4.1 »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Not Applicable »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. These services shall be part of the Base Project Costs. The Owner shall compensate the Architect as provided in Section 11.2 where applicable.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization and in accordance with those prescribed in Exhibit "A":

- .1 Services necessitated by a "substantial change" defined in part as having to redo work that has been completed or underway, a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, Modifications of the the Owner's schedule or budget for Cost of the Work, or changes in the procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations that are revised subsequent the contract date including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, provided the Architects Design was in conformance with those prescribed documents at the time of design or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Reserved
- .7 Reserved
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Reserved
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 **Reserved**

§ 4.2.2 Reserved

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

- .1 «Minimum of Two » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Minimum of Two » («2 ») visits weekly to the site by the Architect and each Subconsultants Discipline during construction or as otherwise defined herein or as otherwise prescribed in Exhibit "A".
- .3 « Minimum of Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents or as otherwise defined herein.
- .4 «Minimum of Two » (« 2 ») inspections for each portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Months (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Excluding the Post Occupancy Reviews as defined.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 Reserved

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

§ 5.3.1 Reserved

§ 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 and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants and Team Members with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service when the Architect requests such services and demonstrates that they are

reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials however the Architect shall work with Owner in the procurement of services and payment as defined in the Allowance.

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

§ 5.12 RESERVE

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Owner shall have no obligation to furnish any consultants as noted in this Article 5 (other than those consultants noted in Article 1.1.10).

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 Reserved

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's (or retained by the Owner) estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;

- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6 (with the Owner's approval), the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Design Team hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, computer drawings and other electronic expression, photographs, and other expression produced by the Architect, except for the generic standard details from Architect's Best practice Details Library. Owner agrees that the Design Documents to be provided by Architect will contain certain standard Architect component design details from the Architect's Best Practices Detail Library which standard component details shall remain the property of the Architect. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Continued use by the Architect will not compromise the transfer to Owner of the unique features of the design for this Project. Among those documents are certain "Instruments of Service", including the design drawings and all drawings, specifications, and other documents that are included in the Contract Documents. The Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect hereby assigns to the Owner. The Owner, in turn, hereby grants to the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project and for the Architect's archival records. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate immediately upon the breach of this Agreement by the Architect. The Architect shall not be permitted to enter the University property to photograph or otherwise capture a still or motion picture of the Project, for marketing or other commercial purposes, without the prior written approval of the University.

§ 7.3 The Architect shall provide to the Owner, in a medium (e.g., Thumb Drive, posting to File Sharing Site, etc.) approved by the Owner, a digital copy of the most recent design drawings and Contract Documents, including those which were produced or created by the Architect's consultants or others. The Architect shall secure in writing from all patentees, copyright holders, and assignees of all project-related expression, all copyrights, assignments, and licenses related to such expression (e.g. designs, drawings, Contract Documents, specifications, documents in computer form, models, etc.) as necessary to allow the Owner the full, unlimited, and unencumbered reuse of that expression. The Architect shall immediately convey all such copyrights, assignments, and licenses to the Owner without reservation except that which is expressly allowed in this Article. In the case of products, materials, systems, etc., protected by patent, the Architect and its Consultants shall not specify or cause to be specified any infringing use of a patent. Should the Architect become aware of or receive notice of potential infringement of any intellectual property rights related to the Project, regardless of the source of that awareness of notice, the Architect shall (a) immediately cease the copying and any other activity which is the potential source of infringement; and within seven (7) calendar days (b) investigate the potential infringement; (c) submit to the Owner copies of all documents relating to that awareness, the notice, or the object thereof; and (d) issue to the Owner a complete written

response and analysis of the potential infringement and the course of action recommended by the Architect. The Architect shall submit to the Owner a supplement of the initial report within seven (7) calendar days of the Architect's receipt of, or awareness of, additional related information. Nothing in this Agreement shall be deemed to relieve the Architect of its obligations under this Article, nor shall the Owner's receipt of the information indicated in this Article give rise to any duty or obligation on the part of Owner.

The Architect shall indemnify, defend, and hold harmless, the Owner from all liability, costs, and attorneys' fees incurred which are related to the infringement of intellectual property rights, whether or not the infringement is potential, accused, or proven. Should the Owner become aware of, or receive notice of, potential, accused, or actual infringement of intellectual property rights, the Owner shall in its sole option, have the right to engage independent legal counsel to advise the Owner as to the infringement. The costs and fees for such counsel shall be borne by the Architect and shall be immediately recoverable by the Owner against amounts due or soon to be due to the Architect or amounts already paid to the Architect, the Architect's Basic Fee being reduced by that amount.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and its consultants shall be liable to and hereby agree to indemnify and hold harmless the Owner, its officers, servants and consultants and employees against any and all claims or demands of claims, including but not limited to, cost, litigation expenses, counsel fees, damages and other liabilities to the extent caused by the Architect or its consultants, including their employees, servants, subcontractors and suppliers for any and all damages, including but not limited to, personal injury, wrongful death, property damage, negligence, acts or omissions, breach of contract arising out of the performance of the Architect's or consultant's duties and services under this Agreement.

§ 8.1.4 Reserved

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution 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.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered pursuant to the Rhode Island Public Works Arbitration Act (RIGL § 37-16-1 et. seq.)

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 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.

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.

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

§ 9.4 This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Architect should the Architect fail to perform its obligations under this Agreement.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. There shall be no compensation to the Architect for loss profit.

§ 9.7 Reserved

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate Two years from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the Modified AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Architect may not assign its interest or obligation under this Agreement or that the written consent of the Owner, which consent may be withheld by the Owner without cause. The Owner reserves the right upon notice to the Architect to assign this Agreement to an institutional lender providing financing for the project or to other persons ready and capable of performing the Owner's obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, he shall immediately report that presence to the Owner in writing. The Architect shall cooperate with the Owner in a resolution of problems related to hazardous or toxic materials. All Contract Documents prepared by the Architect or its Consultants, including but not limited to the General Conditions of the Contract for Construction, shall impose obligations on the Contractor, its Subcontractors, and any other consultants, suppliers, and fabricators involved in the Project to cooperate with Owner in the identification, analysis, abatement or other resolution of problems related to hazardous or toxic materials.

§ 10.7 The Architect may have the right with the written consent of the Owner, to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect may be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION - SEE EXHIBIT (TBD)

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« TBD based on Approved Proposal Values. »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« SEE EXHIBIT "A" »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Architect shall provide as part of their proposal a comprehensive rate table for a team members anticipated on the Project including those outlined in 1.1.12 for review and approval by the Owner. Once approved the approved rate table will be enumerated as part of this Agreement as Exhibit "A" and those rates shall be used for additional serves as may be required.

«SEE EXHIBIT (TBD)»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent («10 »%) unless otherwise noted and prescribed in the Allowance Section, or as follows:
(Exhibit "A" Outlines what is included in the Fee. And defines changes.

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: All Billing for Services Shall be submitted using the AIA G702-1992 Format and G-703 Formats with an extensive Schedule of Values broken down to each Consultant and all Key Line Items to be approved by the Owner. The initial (pencil copy) submission shall be submitted in an unlocked MS Excel format as a Draft Copy to expedite the review and approval process.

Schematic Design Phase	« »	percent («25 »)	%)
Design Development Phase	« »	percent («35 »)	%)
Construction Documents Phase	« »	percent (« 35 »)	%)
Procurement Phase	« »	percent («5 »)	%)
Construction Phase and Construction Administration and Closeout	« »	percent (Based on Percentage Submitted and Accepted in Bid Form)	%)
Close Out Phases					
Total Basic Compensation		one hundred	percent (100)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

«as defined and approved in Section 1.3 and Submitted as part the Cost Proposal Defined in Exhibit “A” »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence if travel is beyond 100 Miles each way based on Location of Local office except in cases where applicable required team members are not normally assigned to the Local Office.
- .2 Mileage to and from the project in excess of 50 miles each way (Use IRS prevailing Rate) based on location of the local office.
- .3 Permitting and other fees required by authorities having jurisdiction over the Project and as prescribed in Allowance in Exhibit “A”;
- .4 Printing, reproductions, plots, and standard form documents used for Public Presentation and Bulk Copies required by the Owner. Costs of inhouse printing shall be part of the Base Project Costs;
- .5 Postage, handling, and delivery of Owner-Required/ Requested Documents. Not applicable to documents between Design team offices.
- .6 Expense of overtime work requiring higher than regular rates, if requested and authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project (except those include in the Base Bid Cost);
- Reserved**
- .9 All taxes levied on reimbursable expenses.
- .10 Reserved
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Others a defined in the RFP and Exhibit “A”

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus «Five » percent («5 » %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« As Previously Define in Sections 2.5. through 2.5.8»

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero » (\$ «0.00 ») 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.

The Architect’s fees are noted in Exhibits TBD once Finalized.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in accordance with the prescribed means outlined in Section 11.5. Payments are due and payable upon

presentation of an approved Architect's invoice. Amounts unpaid «Ninety » («90 ») days after the approved invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«3 » % «Three Percent »

§ 11.10.2.2 Reserved

§ 11.10.2.3 Detailed Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner shall accompany all requests for payments.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

- 12.1 Any change in Services of the Architect under this Agreement shall be by mutual agreement in writing. The Architect shall notify the Owner in writing immediately upon the Architect's determination that Changes in Services are needed and justified. The Architect shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Architect believes resulted in the proposed change, (d) the estimated financial and schedule impacts of the change, and (e) a definitive statement of fees due the Architect for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, if the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Contract Documents or was otherwise avoidable by full performance by the Architect, the professional services required to implement the change shall be performed by the Architect and his consultants at no cost to the Owner.

The Design Team Shall continue to provide services during periods of time that the Owner and Architect determine if additional compensation is justified.

- 12.2 Except as otherwise limited herein, if circumstances that are not addressed in this Agreement or that are not reasonably defined within the scope of this Agreement, or are not customarily required as part of the Architects Due Diligence to carry out the design as part of the Standards of Practice of Architectural Practices that result in a material increase in the scope of the Architect's services, the Architect shall be entitled to a reasonable and appropriate adjustment in schedule and compensation. The Architect shall not be compensated for services related to mediation, arbitration, or litigation in which the Architect is a party.

Should the Architect believe that a change justifies adjustment of the schedule governing the Architect's performance or compensation to the Architect or any other material adjustment in the Architect's services, the Architect shall give advance written notice of the change immediately upon the event giving rise to the alleged adjustment. Notice shall include a description and cause of the event giving rise to the requested adjustment, the amount of the adjustment, the impact on the schedule of the Architect's performance of it, and substantiation for amounts or time claimed. No increase in compensation or extension of time to perform shall be granted unless this notice requirement is fully and timely satisfied and is supported by a detailed statement of justification and back up documentation supporting such claim. Advance written notice is a CONDITION PRECEDENT to the Owner's obligation to pay for such services. Failure to give immediate and complete written notice shall operate as a waiver of rights, if any exist, for adjustment of compensation and extension of time; but that failure does not relieve the Architect of its obligation to timely perform according to the instructions issued by the Owner.

The Design Team Shall continue to provide services during periods of time that the Owner and Architect determine if additional compensation is justified.

- 12.3** Except as otherwise limited herein, if circumstances that are not addressed in this Agreement or that are not reasonably within the scope of this Agreement result in a material increase in the scope of the Architect's services, the Architect shall be entitled to a reasonable and appropriate adjustment in schedule and compensation. The Architect shall not be compensated for services related to mediation, arbitration, or litigation in which the Architect is a party.

The Design Team Shall continue to provide services during periods of time that the Owner and Architect determine if additional compensation is justified.

- 12.4** In addition to any other requirements in this Agreement, the Architect hereby agrees to comply with federal, state and local building codes, including the ADA and hereby does warrant and represent that any services thereto shall result in full Project Compliance

- 12.5** The Architect agrees to provide professional services that reflect the standards of professional care. If changes in schedule are requested by the Owner or otherwise develop during the course of the Project that would require the Architect to perform with a lesser standard of care in order to meet the schedule, it is solely the responsibility of the Architect to notify the Owner in advance in writing that such deviation will be required and to provide to the Owner the specific basis for that opinion. The Architect shall not deviate to a lesser standard of care in the absence of an express written authorization by the Owner. This paragraph shall not be construed to authorize performance by the Architect at a standard of care that is less than that which is required by law, or which is expected of Architects practicing under similar circumstances and conditions.

The Architect warrants that the Basic Fee stated in this Agreement is adequate and sufficient consideration for his provision of all professional services (including those of his consulting engineers and other consultants) necessary for his complete performance in providing the complete design of the Project whether or not those services are individually expressed in this Agreement, the only exceptions to this being (1) the cost of those services that are expressly designated as being the "Owner's responsibility" in the table within this Subparagraph or are otherwise expressly designated as "Owner-provided," and (2) the cost of those engineering or consulting services that become necessary as a result of a change in project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect as limited by the terms of this Agreement.

- 12.6** The Architect shall, without additional compensation, correct any and all negligent errors or omissions in the professional services, including drawings and specifications, provided by the Architect. Also, the Architect shall, without additional compensation, assist the Owner in the review, analysis, and defense, including litigation, of any claims that are caused by any and all errors or omissions in the professional services provided by the Architect.

- 12.7** The Architect acknowledges that the Project is funded by funds that may expire at the end of first quarter of 2026, at which time there may a loss of, or increased cost of financing and loss of revenues if the events or milestones defined in Section 1.1.4.3 are not allowed to take place, as such if the Architect does not perform the Services in a timely manner in accordance with the schedule and with the other terms of this Agreement.

The Architect represents and warrants that it is financially solvent, to execute the scope of Work, The Architect further represents and warrants that it is a sophisticated business entity that possesses a high level of experience and expertise in Design, Design Team Oversight, business administration, construction, contract administration, and management of projects of similar or like size, complexity, and nature as the above-noted Project. The Architect further warrants and acknowledges and represents that the Owner is relying on the Architect's representation that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement and that it

will assign to this Project similarly qualified individual professional architects, and Consultants managing those professionals as needed to guarantee the highest degree of quality services and performance.

12.8 In the event of any conflict among this Agreement, Modified AIA 201 (2017 Edition) as modified and any exhibits attached hereto, then in such event all documents shall be construed as a whole for interpretation.

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«See EXHIBITS TBD »

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

PROVIDENCE PUBLIC BUILDINGS AUTHORITY

Providence Public Buildings Authority

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

ACTIVE WORK SHEET
NOTHING FINALIZED
ADDITIONAL
MEETINGS REQUIRED

HIGHWAY --- SEWER OFFICES AND
Possible Dispatch
POSSIBLY NOT UPSTAIRS
TRISH WOULD LIKE TO SEE ON THIS FLOOR
INVESTIGATING

THIS IS PART OF THE PROCESS TO GET TO PROBABLE COST ESTIMATES AND DEVELOP THE BASIS OF DESIGN DOCUMENTS FOR THE DESIGN TEAM RFP PACKAGE.

THE BASIS OF THIS WORK PRODUCT IS A RESULT OF OUR TWO PREVIOUS WORK SHOPS WE HAVE HAD AND OTHER INFORMATION COLLECTED.

THE INTENT OF THIS DOCUMENT IS TO CONFIRM THAT WE HAVE CAPTURED ALL REQUIRED SPACES AS WELL AS AND UNDERSTANDING OF BUILDING USES AND END USERS AS THEY INTERACT WITH ONE ANOTHER AND THE PUBLIC AND TO CONFIRM WORK FLOW AND ASSOCIATIONS AMONG THE END USER GROUPS.

OFFICE AND OTHER SPACE SIZES WILL BE CONSOLIDATED. SOME OFFICE SPACES ARE OVERSIZED AND WILL BE ADJUSTED AS THE PROCESS THE CONTINUES, RECALL THIS BUILDING CONFIGURATION IS A WOK SHEETS FOR SPACE IDENTIFICATION AN DFLO AND NOT SPECIFICALLY RELATED TO PLACEMENT ON THE SITE AND FINAL SHAPE AND OR FORM

Exhibit Two (2)
PAGE 1

WORKSHEET FOR BASIS OF DESIGN
PUBLIC WORKS ADMINISTRATION

FIRST FLOOR SPATIAL RELATION CONCEPT



ALSO EXPLORING SOME
ENGINEERING DEPARTMENT STAFF
ON THIS FLOOR
TRISH WOULD LIKE TO SEE ON THIS FLOOR
INVESTIGATING

CONSIDERING
MOVING
MURPHY BEDS
TO
INDIVIDUAL
OFFICES

POSSIBLE
MONEY
ROOM

SAFE/VAULT

BRINKS
DRIVE IN

	Private	Open	Total	Note	Private Parking	City Vehicle	Total
Administration	5	5	10	City Take Home of On Site	8	0	8
Engineering	2	8	10		10	5	15
Traffic	2	9	11		6	0	6
Parking	1	3	4	Talk Flexibility	4	0	4
Highway	2	1	3		0	0	0
Sewer	1	0	1		0	0	0
Environmental	1	9	10		11	6	17
Totals	14	35	49		39	11	50



ACTIVE WORK SHEET
NOTHING FINALIZED
ADDITIONAL
MEETINGS REQUIRED



ACTIVE WORK SHEET
NOTHING FINALIZED
ADDITIONAL
MEETINGS REQUIRED

THIS IS PART OF THE PROCESS TO GET TO PROBABLE COST ESTIMATES AND DEVELOP THE BASIS OF DESIGN DOCUMENTS FOR THE DESIGN TEAM RFP PACKAGE.

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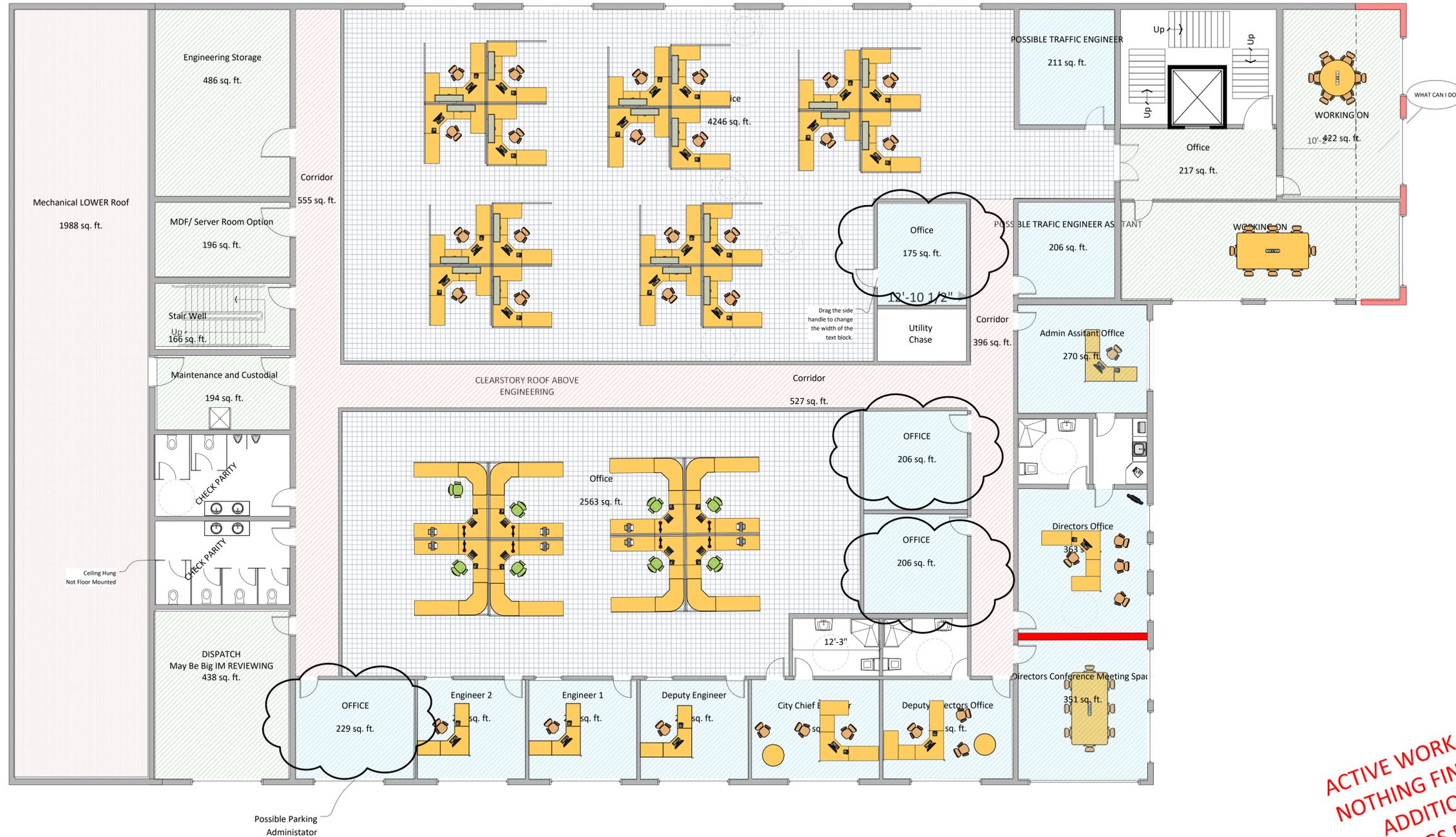
OFFICE AND OTHER SPACE SIZES WILL BE CONSOLIDATED. SOME OFFICE SPACES ARE OVERSIZED AND WILL BE ADJUSTED AS THE PROCESS THE CONTINUES, RECALL THIS BUILDING CONFIGURATION IS A WOK SHEETS FOR SPACE IDENTIFICATION AN DFLO AND NOT SPECIFICALLY RELATED TO PLACEMENT ON THE SITE AND FINAL SHAPE AND OR FORM

Exhibit Two (2) PAGE 2

WORKSHEET FOR BASIS OF DESIGN PUBLIC WORKS ADMINISTRATION SECOND FLOOR SPATIAL RELATION CONCEPT



ACTIVE WORK SHEET
NOTHING FINALIZED
ADDITIONAL
MEETINGS REQUIRED



	Private	Open	Total	Note	Private Parking	City Vehicle	Total
Administration	5		5	10	8	0	8
Engineering	2		2	10	10	5	15
Traffic	2		2	9	11	6	17
Parking	1		1	3	4	0	4
Highway	2		2	1	3		4
Sewer	1		1	0	1		2
Environmental	1		1	9	10	11	17
Totals	14		14	49	39	11	50

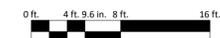
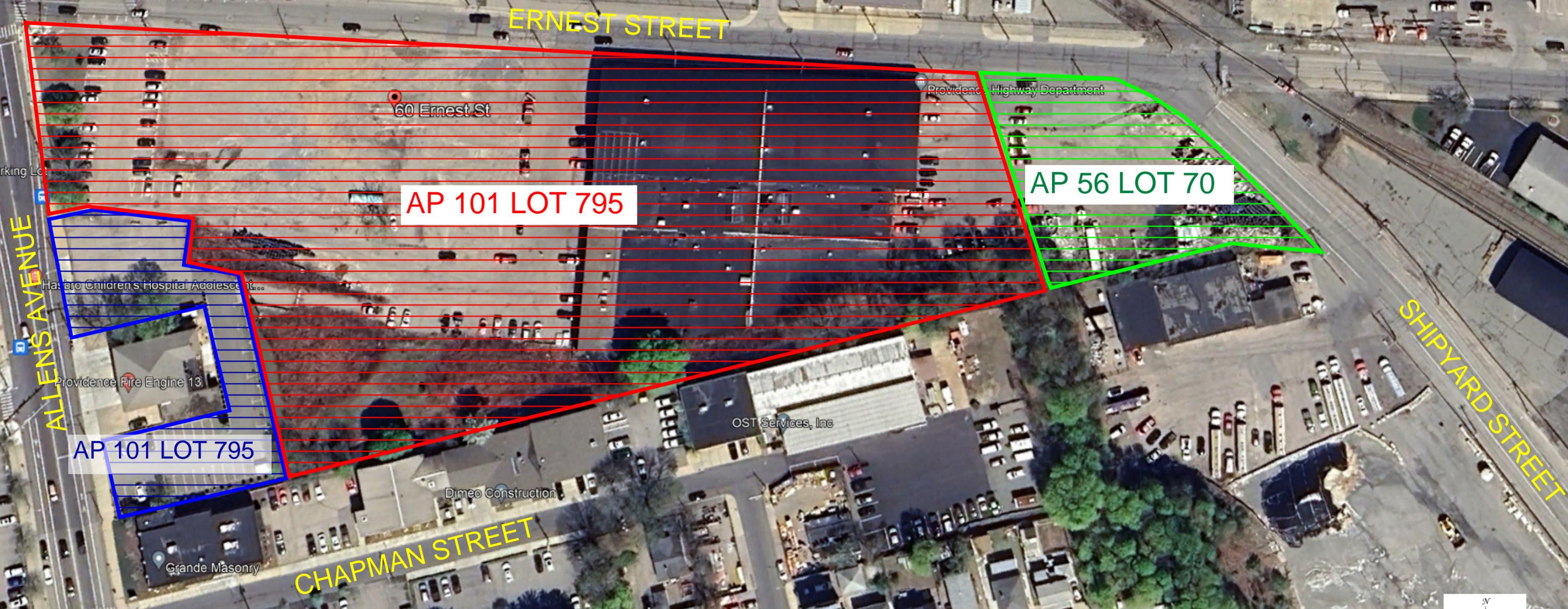


EXHIBIT THREE (3)

Approximate Property Project Is Located

Certified Property Survey Commissioned
Addendum to be Issued Once Commenced
Note: This Exhibits Approximate Boundary Supersede those referenced in Video
Exhibit One (1)

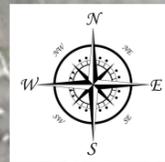


AP 101 LOT 795

AP 56 LOT 70

AP 101 LOT 795

The Basis of this Information is a Draft Property Survey dated 6/30/2023



NOT TO SCALE
July 5, 2023

**Environmental Specifications
40-60 Ernest Street, Providence, RI
Plat 101, Lot 794 and Plat 56 Lot 070**

These Environmental Specifications have been prepared to establish procedures that will be followed should future construction activities at the 40-60 Ernest Street Property (the Property or Site) require the need to manage soils excavated from the subsurface or when existing site surfaces are disturbed. If dewatering is necessary during construction activities, treatment/management of extracted fluids will be required in specific areas, as noted below and as indicated on the attached Site Map.

Background

The Property was formerly used as a municipal garage and carpenter/repair shop. Most recently, the Property was utilized by the City of Providence Highway Department and the Department of Traffic Engineering. The property was found to contain light non-aqueous phase liquid (LNAPL) within a well located in the eastern portion of the Property. Total petroleum hydrocarbons (TPH) associated with the facility's former fuel oil tank were also identified in soil and groundwater in the north-central portion of the Property. TPH, lead, and polycyclic aromatic hydrocarbons (benzo[a]anthracene, benzo[b]fluoranthene, benzo[g,h,i]perylene, benzo[k]fluoranthene, chrysene, fluoranthene, fluorene, indeno[1,2,3-cd]pyrene and pyrene) are present in soil in excess of RIDEM Residential and Industrial/Commercial Standards.

Applicable Area

These specifications pertain to the **entire** Property in relation to soil management. In relation to groundwater management, these specifications pertain to two select areas that historically contained leaking underground storage tanks (LUSTs). See attached Site Map. Additionally, the building shall include a soil gas vapor barrier and/or sub-slab depressurization system.

Soil Management

The direct contact exposure pathway is the primary concern at the site. Individuals engaged in activities at the site may be exposed through incidental ingestion, dermal contact, or inhalation of vapors or entrained soil particles if proper precautions are not taken. Therefore, the following procedures will be followed to minimize the potential of exposure.

During site work, the appropriate precautions will be taken to restrict unauthorized access to the Property.

During site/earth work, dust suppression (e.g. watering, etc) techniques shall be employed. It is not anticipated due to the nature of the contaminants of concern that odors may be generated during site construction activities. However, if odors are generated

during construction, air monitoring and means to control odors will be utilized, as appropriate (e.g. odor-suppressing foam, etc.).

If an unexpected observation or situation arises during site work, such activities will immediately stop. Workers will not attempt to handle the situation themselves but will contact the appropriate authority for further direction.

If certain soils on site were not previously characterized, these soils are presumed to be regulated until such time that it is demonstrated to RIDEM, through sampling and laboratory analysis that they are not regulated. (For example, presumptive remedies or locations of previously inaccessible soil.)

If excess soil is generated / excavated from the Property, the soil is to remain on-site for analytical testing, to be performed by an environmental professional, to determine the appropriate disposal and/or management options. The soil must be placed on and covered with polyethylene/plastic sheeting during the entire duration of its staging and secured with appropriate controls to limit the loss of the cover and protect against stormwater and / or wind erosion (e.g. hay bales, silt fencing, rocks, etc).

Excavated soils will be staged and temporarily stored in a designated area of the Property. Within reason, the storage location will be selected to limit the unauthorized access to the materials (e.g., away from public roadways/walkways). No regulated soil will be stockpiled on-site for greater than 60 days without prior RIDEM approval.

In the event that stockpiled soils pose a risk or threat of leaching hazardous materials, a proper leak-proof container (e.g. drum or lined roll-off) or secondary containment will be utilized.

Soils excavated from the Site may not be re-used as fill on residential property. Excavated fill material shall not be re-used as fill on commercial or industrial properties unless it meets RIDEM's Method 1 Residential Direct Exposure Criteria for all constituents listed in Table 1 of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations). Copies of the laboratory analysis results shall be maintained by the Site owner and included in the Remedial Action Progress Report, or the closure report if applicable. If the soil does not meet any of these criteria, the material must be properly managed and disposed of off-site at a licensed facility.

Site soils, which are to be disposed of off-site, must be done so at a licensed facility in accordance with all local, state, and federal laws. Copies of the material shipping records associated with the disposal of the material shall be maintained by the site owner and included in the annual inspection report for the site.

Best soil management practices should be employed at all times and regulated soils should be segregated into separate piles (or cells or containers) as appropriate based upon the results of analytical testing, when multiple reuse options are planned (e.g. reuse on-

site, reuse at a RIDEM approved Industrial/Commercial property, or disposal at a RIDEM approved licensed facility).

All non-disposable equipment used during the soil disturbance activities will be properly decontaminated as appropriate prior to removal from the site. All disposable equipment used during the soil disturbance activities will be properly containerized and disposed of following completion of the work. All vehicles utilized during the work shall be properly decontaminated as appropriate prior to leaving the site.

At the completion of site work, all soils are required to be capped with RIDEM approved engineered controls (2 ft of clean fill or equivalent: building foundations, 4 inches of pavement/concrete underlain with 6 inches of clean fill, and/or 1 foot of clean fill underlain with a geotextile liner) consistent or better than the site surface conditions prior to the work that took place. Any clean fill material brought on site is required to meet RIDEM's Method 1 Residential Direct Exposure Criteria or be designated by an Environmental Professional as Non-Jurisdictional under the Remediation Regulations. The Remedial Action Progress Report for the site, or Closure Report if applicable, should include either analytical sampling results from the fill demonstrating compliance or alternatively include written certification by an Environmental Professional that the fill is not jurisdictional.

Groundwater Management

If construction activities are to take place in the vicinity of the former LUSTs, as indicated on the attached Site Plan, appropriate groundwater management shall be conducted. The contractor will be responsible for proper groundwater management permitting and operation.

Soil Gas Vapor Barrier and Sub-Slab Depressurization System

It is anticipated that RIDEM will require the installation and implementation of a sub-slab depressurization system (SSDS) and/or a soil gas vapor barrier within the footprint of any proposed site buildings. RIDEM approval of the proposed SSDS and barrier system will be required prior to final construction.

Worker Health and Safety

To ensure the health and safety of on-site workers, persons involved in the excavation and handling of the material on site are required to wear a minimum of Level D personal protection equipment, including gloves, work boots and eye protection. Workers are also required to wash their hands with soap and water prior to eating, drinking, smoking, or leaving the site.



Groundwater Management Area:
Former 10,000 gallon
Fuel Oil UST Location

Groundwater Management Area:
Former 10,000 gallon
Fuel Oil UST Location (approx.)

Lot 101-0794-0000
40 -60 Ernest St

Lot 056-0070-0000
5 Ernest St

- Legend
- Subject Property
 - City of Providence GIS Parcel



Sources: RIGIS data Aerial Photograph (April 2018)
and City of Providence GIS Parcels



PREPARED BY



formerly **ES&M**

NORTON, MA • 508-226-1800
PAWTUCKET, RI • 401-728-6860

SITE MAP

**PROVIDENCE PUBLIC
BUILDING AUTHORITY
40-60 ERNEST STREET
PROVIDENCE, RHODE ISLAND**

DRAWN	CHECKED	PROJ MGR	PROJECT	DATE	FIGURE
DMR	DD	AB	7665.02	6/14/2023	1

Project File: 7576 Providence.aprx Layout: Site Map for SMP



STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND REVITALIZATION AND SUSTAINABLE MATERIALS
MANAGEMENT UNDERGROUND STORAGE TANK PROGRAM
235 Promenade Street, Providence, Rhode Island 02908

07/03/2023

Jonathan Martin, Public Property Director
The City of Providence
25 Dorrance Street
Providence, RI 02903

RE: Site Investigation Required
Vicinity of:
700 Allens Avenue, Providence, RI
Map 101/Lot 497
UST ID # 18725

Sent via mail and e-mail: jmartin@providenceri.gov

Dear Mr. Martin:

This office is in receipt of a Site Investigation Report submitted by Environmental Strategies and Management, Inc (ESM) on July 27, 2022 for the City of Providence Facility on Ernest Street. As part of the site summary, this report describes the closure of a 500 gallon diesel tank and 2,000 gallon gasoline tank that occurred on December 07, 2000 at the City of Providence Maintenance Facility, at or in the vicinity of 700 Allens Avenue. According to the associated Closure Assessment Report (Cyn Environmental Services, February 12, 2001), a site investigation was recommended due to an observation of release associated with these USTs, but the site file contains no report documenting this work.

A Site Investigation Report (SIR) is now required in accordance with Rule 1.14(H) of the Rules and Regulations for Underground Storage Facilities used for Hazardous Substances and Regulated Products. Your consultant should review all available files and data to confirm the plat/lot, address, and tank locations for the subject release.

A scope of work for the Site Investigation must be submitted within 30 days. This scope of work must be approved by this office before work is to begin. All Site Investigations must include all information required in Rule 1.14(H)(7) and should adhere to the following:

- All wells must be 2" with proper filterpack.
- A minimum of 4 wells must be installed, to determine the nature, degree and extent of contamination from leaks and releases from USTs. The consultant should submit their well location plan to the project manager listed below. No wells are to be installed without approval by this office.
 - At least one well must at the immediate location of the UST release, and in the location of the tank grave if possible,
 - Two wells must be located in the assumed downgradient direction, less than 30 feet from the UST release.
 - One well must be upgradient of the UST release.
- All wells must be sampled for VOCs (8260) and at least one soil sample from each boring must be analyzed for TPH (8015(M)).



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235 Promenade Street, Providence, Rhode Island 02908

07/03/2023

Jonathan Martin, Public Property Director
The City of Providence
25 Dorrance Street
Providence, RI 02903

RE: Expanded Site Investigation Report:
30-60 Ernest Avenue, Providence, RI
Map 101/Lot794
LUST ID # ST-28311 A

Sent via mail and e-mail: jmartin@providenceri.gov

Dear Mr. Martin:

This Office is in receipt of a Site Investigation Report submitted by Environmental Strategies and Management, Inc (now Verdantas LLC) on July 27, 2022 for the City of Providence Facility on Ernest Street. As described in this report, records indicate that a release from a 10,000 gallon fuel oil tank located in the eastern portion of the property was observed by a DEM inspector in 2010 during the UST removal (release now identified as DEM LUST # ST-28311-A). According to our files, no closure assessment report or additional work related to the release was submitted to DEM. Results of the most recent SIR, however, show the presence of LNAPL in the well correlating to this former fuel oil tank location (ESM-8).

An expanded Site Investigation Report (SIR) to investigate this specific release is required in accordance with Rule 1.14(H) of the Rules and Regulations for Underground Storage Facilities used for Hazardous Substances and Regulated Products. **However, this Office recommends that soil excavation in the area of release be considered and performed before the expanded SIR process begins to potentially expedite the remediation process.**

A scope of work for the Site Investigation must be submitted within 30 days of the completed excavation activities described above. The scope of work must be approved by this office before work is to begin. All Site Investigations must include all information required in Rule 1.14(H)(7) and should adhere to the following:

- All wells must be 2" with proper filterpack.
- A minimum of 3 additional wells must be installed, to determine the nature, degree and extent of contamination from leaks and releases from the UST. The consultant should submit their well location plan to the project manager listed below. No wells are to be installed without approval by this office.
 - At least one well must at the immediate location of the UST release, and in the location of the tank grave if possible,



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- Two wells must be located in the assumed downgradient direction, less than 30 feet from the UST release.
- One well must be upgradient of the UST release.
- All wells must be sampled for VOCs (8260B) and at least one soil sample from each boring must be analyzed for TPH (8100) and MA VPH.
- All wells and the UST release location must be GPS located. The data should be provided to the Department in a GIS point shapefile referenced to RI State Plane Feet (NAD 83), as well as shown on the site plan.
- The drinking water supply (public or private) of surrounding properties must be confirmed by contacting the local water department:
 - GB groundwater: all surrounding properties within 100 feet radius.
 - GA and GAA: all surrounding properties within 500 feet radius.
- A statement to the present use of the property: industrial, commercial, residential or educational.
- A statement to any anticipated/planned future use of the property: industrial, commercial, residential or educational.
- A statement on the involvement of any other RIDEM offices, including Site Remediation.
- A summary of the excavation activities, if applicable.

The SIR maps and tables should be developed in accordance with the [Guidelines for the Submission of Groundwater Monitoring Reports](#).

Please note that if the SIR is found to be insufficient in identifying the extent of the contamination plume, additional work may be required.

In addition, to fully characterize the groundwater conditions at the site, three quarters of consecutive groundwater monitoring following the completion of the SIR, for four quarters of consecutive data total will be required. These groundwater sampling reports should be submitted in accordance with the [Guidelines for the Submission of Groundwater Monitoring Reports](#).

If soil excavation is performed prior to the expanded SIR process, oversight of the excavation must be conducted by a qualified consultant. All soils exhibiting indication of contamination within the first five feet below and around the source of the release are to be removed and disposed of, which requires a 18'-20' minimum excavation depth. Additional excavation may be required if soils continue to exhibit evidence of elevated contamination beyond the initial excavation.

Your consultant will be required to do the following:

- Provide daily updates of the work to DEM
- Obtain approval from DEM on the location and number of final soil samples prior to collection after discussion with the project manager
- Direct excavations in a manner that protects property, buildings, and roads.
- Immediately notify and attempt to access abutting properties for excavation if soil contamination migrates onto them.
- Document the excavation in the expanded SIR.



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Additionally, please note that petroleum waste product must be stockpiled and disposed. Onsite treatment of soils for reuse is generally not permissible and petroleum contaminated substances must be handled in accordance with RIDEM Oil Pollution Regulations:

- The debris is stored on an impermeable base or liner and covered.
- The debris must be disposed within 30 days of excavation.
- Documentation of the disposal must be included in the expanded SIR.

DIGITAL SUBMISSIONS:

UST Regulations now require digital submissions in addition to standard paper copy.

- 1) All reports and letters must be submitted both in hard copy and digitally in an email.
- 2) Digital copies of reports via email must go to two addresses, **in the same email:**
 - a. The DEM Project Manager: jillian.thompson@dem.ri.gov
 - b. LUST Report Inbox: DEM.OWMLUSTReports@dem.ri.gov
- 3) Only one report should be submitted per email. Please do not include multiple reports or letters in a digital submittal email.
- 4) The email subject line MUST BE named 28311A-ST SIR mm-dd-yyyy JRT
- 5) The digital copy pdf file itself MUST BE named 28311A-ST SIR mm-dd-yyyy JRT

Please reach out with any questions at (401) 222-2797, ext. 277 7235 or jillian.thompson@dem.ri.gov

Sincerely,

Jillian Thompson, P.E.
 Environmental Engineer
 Office of Land Revitalization and Sustainable Material Management

CC:

Angela Boyd, Verdantas LLC
 Michelle McLarney, RIDEM/LRSMM-Site Remediation
 Kelly Owens, RIDEM/LRSMM – Site Remediation
 Ashley Blauvelt, RIDEM/LRSMM – Site Remediation
 Rachel Simpson, RIDEM/LRSMM – Site Remediation



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07/03/2023

Jonathan Martin, Public Property Director
The City of Providence
25 Dorrance Street
Providence, RI 02903

RE: Quarterly Groundwater Monitoring Requirement
30-60 Ernest Avenue, Providence, RI
Map 101/Lot794
LUST ID # ST-28340

Sent via mail and e-mail: jmartin@providenceri.gov

Dear Mr. Martin:

This Office is in receipt of a Site Investigation Report submitted by Environmental Strategies and Management, Inc (now Verdantas LLC) on July 27, 2022 for the City of Providence Facility on Ernest Street.

A 10,000 gallon heating oil tank was removed from the subject property on January 11, 2022 and a release from the tank was identified. Impacted soils were excavated and disposed of at the time of UST closure. Groundwater samples collected from monitoring wells in the vicinity of the former tank (ESM-5 and ESM-6) did not exceed GB Groundwater Objectives.

At this time, this office is requiring continued monitoring of wells ESM-5 and ESM-6. Wells are to be sampled on a quarterly basis in January, April, July, and October for EPA Method 8260. The monitoring report must be submitted within 60 days of the sampling date. This report should be a standalone document and is to include only the information relevant to the UST program requirements as well as the Groundwater Monitoring Report Cover Sheet.

Four (4) consecutive quarters of data demonstrating compliance with groundwater standards is required before No Further Action is considered.

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Please reach out with any questions at (401) 222-2797, ext. 277 7235 or jillian.thompson@dem.ri.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Jillian Thompson'.

Jillian Thompson, P.E.
Environmental Engineer
Office of Land Revitalization and Sustainable Material Management

CC:

Angela Boyd, Verdantas LLC
Michelle McLarney, RIDEM/LRSMM-Site Remediation
Kelly Owens, RIDEM/LRSMM – Site Remediation
Ashley Blauvelt, RIDEM/LRSMM – Site Remediation
Rachel Simpson, RIDEM/LRSMM – Site Remediation



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- All wells and the UST release location must be GPS located. The data should be provided to the Department in a GIS point shapefile referenced to RI State Plane Feet (NAD 83), as well as shown on the site plan.
- The drinking water supply (public or private) of surrounding properties must be confirmed by contacting the local water department:
 - **GB groundwater:** all surrounding properties within 100 feet radius.
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- A statement on the involvement of any other RIDEM offices, including Site Remediation.

The SIR maps and tables should be developed in accordance with the [Guidelines for the Submission of Groundwater Monitoring Reports](#). In addition, to fully characterize the groundwater conditions at the site, three quarters of consecutive groundwater monitoring following the completion of the SIR, for four quarters of consecutive data total will be required. These groundwater sampling reports should be submitted in accordance with the [Guidelines for the Submission of Groundwater Monitoring Reports](#).

Please note that if the SIR is found to be insufficient in identifying the extent of the contamination plume, additional work may be required.

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Please feel free to contact me with any questions at (401) 222-2797, ext. 277 7235 or jillian.thompson@dem.ri.gov

Sincerely,

Jillian Thompson, P.E.
 Environmental Engineer I
 Office of Land Revitalization and Sustainable Material Management

CC: Cyn Environmental, Inc.