



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

# REQUEST FOR PROPOSALS

**Item Description:** CITY HALL BUILDING ENCLOSURE CONDITION ASSESSMENT AND RESTORATION DESIGN SERVICES

**Procurement/MinuteTraq #** 44326

**Date to be opened:** 4/08/2024

**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 1-13) to the Purchasing Department.

- Email: [purchasing@providenceri.gov](mailto: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 14-18) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 19) to the issuing department’s subject matter expert:
  - Name: Dan Kittridge
  - Title: Capital Improvements Project Manager
  - Email Address: [dkittridge@providenceri.gov](mailto:dkittridge@providenceri.gov)

## **Pre-Bid Conference**

There will be a mandatory pre-bid conference.

Date of Pre-Bid Conference: 3/25/2024      Time: 10 AM

Other Details (e.g. location, links, question submission deadline): Location: 25 Dorrance St, Providence, RI 02903

Questions will be due Monday April 1, 2024.



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

**INSTRUCTIONS FOR SUBMISSION**

Please Note – this RFP for Architectural Services contains special instructions for two separate proposal packages:

1) Technical Proposal for Qualification and 2) Professional Cost Proposal

1) **Technical Proposals for Qualification** may be submitted up to **2:15 P.M.** on the above meeting date (April 8, 2024) at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all **Technical Proposals for Qualification** will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> 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.** (On page 1).
- 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.
- **This Technical Proposal for Qualification must contain no cost information.**
- 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**

2) **Professional Cost Proposals** may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of Purchasing, Room 408, City Hall, 25 Dorrance Street, Providence.** All **Professional Cost Proposals** from firms meeting the minimum Technical evaluation score threshold will be publicly opened and read on April 22, 2024 at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their **Professional Cost Proposals** in sealed envelopes or packages labeled “Professional Fee – Design Services, City Hall Building Enclosure Condition Assessment and Restoration” 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.** (On page 1).
- The Professional Cost Proposal envelope and information relative to the bid must be addressed to:

**Department of Purchasing  
Providence City Hall, Room 408  
25 Dorrance Street  
Providence, RI 02903**





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

**\*\*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.

**FAILURE TO FOLLOW THESE SUBMISSION INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE PROPOSING FIRM.**



**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 **Technical Proposal for Qualification** bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 7 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 8 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 9 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 10 and 11 of this document*)

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

- Bid Form 5: Professional Fee (*see pages 12-13 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 14-18) 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 5 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 (60) 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  
CITY OF PROVIDENCE, RHODE ISLAND**

**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that **is located within Rhode Island**

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*:

**N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY**

Total Amount in Figures\*:

**N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY**

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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

**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



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

**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 City of Providence 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





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

**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**  
**CITY OF PROVIDENCE, RHODE ISLAND**

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):

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Signed under the pains and penalties of perjury.

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Position



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

**BID FORM 5: Professional Fee**

**NOTE: This form must be included in the separate "Professional Cost Proposal" and not included in the "Technical Proposal for Qualification"**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of **total** bid or by **individual items**.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

**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).



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

**Lump Sum, Fixed Price Fees for:**

BUILDING CONDITION ASSESSMENT:	\$
SCHEMATIC DESIGN:	\$
DESIGN DEVELOPMENT:	\$
CONSTRUCTION DOCUMENTS:	\$
<b>A. SUBTOTAL (DESIGN):</b>	<b>\$</b>

**Allowances:**

HAZARDOUS MATERIAL CONSULTANT FEES:	\$ 25,000.00
PERMITS AND APPLICATION FEES:	\$ 1,000.00
<b>B. SUBTOTAL (ALLOWANCES):</b>	<b>\$ 26,000.00</b>

**As a Percentage of the final Cost of Construction, determined at the time of the General Contractor Bid Award:**

<b>C. CONSTRUCTION ADMINISTRATION AND CLOSEOUT:</b>	<b>%</b>
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**Total fee, assuming a final Cost of Construction of 12,200,000.00 [A + B + (C \* \$12,200,000.00)]<sup>1</sup>**

<b>D. ANTICIPATED TOTAL DESIGN FEE:</b>	<b>\$</b>
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\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title

<sup>1</sup>Notwithstanding the final construction cost the bidder's lump sums noted in "A" and "B" shall be final and not subject to change without a signed change order and approval by the owner



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

**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 37-14, 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: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office>

**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:**

1. ***All Bidders:*** All bidders **must complete and submit the *MBE/WBE Participation Affidavit (page 13)*** 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.**
2. ***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 ***Subcontractor Utilization and Payment Reports*** with each invoice.
3. **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 (page 14)*** and obtain approvals prior to bid submission.
  - b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - c) If the contractor is a nonprofit organization, they are not required to complete the ***MBE/WBE Waiver Request Form***. However, 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 (<https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>) and the state does not have any companies in the desired trade, the contractor must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
  - e) Waivers will be considered for approval on a case-by-case basis.



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

### **Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included in 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/mbwbe.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](mailto: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](mailto: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](mailto:gdiaz@providenceri.gov) or (401) 680-5766.



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

**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 37-14 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





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

**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](http://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
					\$
					\$
					\$
					\$
					\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON-MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C, &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).</b>					<b>%</b>

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



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

**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 [gdiaz@providenceri.gov](mailto:gdiaz@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, City Department Directors should not recommend a bidder for an 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  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



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

## **BID PACKAGE SPECIFICATIONS**

### **INTRODUCTION**

Providence City Hall, at 25 Dorrance Street in Providence RI, is located at the southwest end of Kennedy Plaza. Built in 1878, Providence City Hall is now listed on the National Register of Historic Places. The building's construction is of iron and brick, faced with Westerly granite on the Dorrance and Washington Street sides and New Hampshire granite on the other two sides. The sidewalks are granite blocks, 5 to 6 feet wide and 18 to 20 feet long. The entire structure was built on an artificial foundation set atop 3,128 pilings driven deep into the underlying hardpan. The existing roof is comprised of slate, membrane, and copper detailing.

In 2018 and 2020, the City of Providence contracted for surveys to examine the condition of the building's envelope and develop plans for renovations. However, as over three years have passed, a final survey is needed to ensure that the scope for proposed renovations captures the building's current condition and finds all areas that need repair. Delays caused by the pandemic have made prior estimates unreliable, and so this work is being re-bid.

The City of Providence is seeking a Design Team to conduct a building enclosure condition assessment and investigation of several reported areas of water intrusion, develop plans to repair and renovate the building's exterior masonry, roof systems, and windows, and conduct construction administration overseeing the work to implement the developed plans.

### **PROJECT BACKGROUND**

This building has experienced reoccurring leaks. Observed leak areas are located throughout the upper interior floors, including the perimeter offices, archives, and crawl spaces. Repairs to the exterior include re-construction of the building's eight chimneys in 2022, various window sealant applications, as well as spot roof repairs to both the membrane and slate. Rainwater drain leaks have contributed to water accumulating in the basement. All interior areas are currently fully occupied by office and administrative staff.

Included in the envelope evaluation report should be a rough cost estimate of the required work to restore the envelope to full integrity, starting by power washing, repairing any masonry cracks, repairing all leaking roof penetrations, any repairs needed to roof rainwater drains and gutter systems, flashing, replacing the worn out roofing systems on the flat roof portion, replacement of slate shingles, copper details that are missing or damaged, and mansard roof portions as necessary to eliminate leaks and restore the roof's life, and replacement of the building's windows, while maintaining the historic character of the building's appearance. To complete portions of the building's exterior, a plan will be needed to remove and replace the bird netting. With this, an investigation into the existing fallen bird netting will need to be made for the potential of replacing or reattaching anchor points. The building enclosure assessment should identify all main potential exterior sources of water intrusion as well as necessary interior repairs to replace damaged fixtures and prevent future damage.

This assessment will then be used as the basis for which to design repair work to restore the building envelope to proper condition. The design team, in addition to addressing life/safety aspects of the envelope and the elimination of areas of potential and actual water intrusion, will need to work with City historical society groups to ensure that the building maintains its historic character. The design team will develop any and all drawings necessary, including but not limited to schematic design, design development, and construction documents, for a general contractor to perform the restoration work, incorporating the needs of City stakeholders. Once the full construction drawing and specification package is



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

completed, the design team will assist the City in a public bid review process to select a general contractor. Once a contractor is selected, the design team will oversee construction administration of the project from start to finish to ensure compliance of the restoration work.

An additional key element/task is that the Design Team will be responsible to develop a detailed project phasing plan that minimizes the disruption of all current and ongoing day-to-day City Hall operations throughout the anticipated duration of the project.

The City's current budget for the construction work, less owner's contingency, is approximately \$12,200,000.00. It is understood that as the project evolves, new estimates will be developed and budgets may have to change, and decisions may be made on phasing, but for the purposes of developing an estimated total project fee, the current project budget of \$12.2M should be used.

**PROJECTED SCHEDULE**

3/25/24	Pre-Bid Conference, 1:00 PM (Meet in room 407)
4/08/24	RFP Response Deadline, 2:15 PM
4/08-4/15/24	Bidder interviews
4/22/24	Open Cost Proposals
5/06/24	Contract Award
6/7/24	Condition Assessment Report Due

**ATTACHMENTS**

As a part of the request for proposal package, attached to this document are A) the most recent building envelope evaluation, B) the most recent asbestos inspection of the building, C) the draft AIA B103 contract to be placed with the winning bidder, and D) that draft contract's exhibit list.

**SERVICES**

The City of Providence seeks proposals from qualified firms, providing the following:

**BUILDING ENCLOSURE CONDITION ASSESSMENT**

- Perform a comprehensive building enclosure condition assessment, including required forensic testing (prior approval will be required for destructive testing);
- Include all required access equipment, test equipment, and contractor assistance to perform services; including hiring any necessary consultants
- Provide a detailed report of all existing enclosure conditions, including specific material failure areas contributing water and moisture intrusion, findings, recommendations, and estimated rehabilitation costs;
- Identify areas of interior fixture damage due to water intrusion and in the report provide recommendations for repair and prevention of future damage;
- Provide a rough estimate the costs to repair all structural problems with the building envelope, including masonry cracks, roof leaks, new flat roofing systems, new historically appropriate slate shingles and decorative ironwork (or visually identical equivalent), and new windows.



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

- Attend a meeting with the client to present findings and recommendations.

**DESIGN AND ARCHITECTURAL SERVICES**

The Design Team shall be responsible to provide full architectural design services as necessary to develop construction drawings to provide direction to restore the building envelope. While this project is primarily focused on restoring the building to its original capacity and eliminating the effects of years of wear, the design team will be responsible for development of all drawings and other documents needed to perform this work. Additionally, the team shall work through independent estimators to develop probable cost estimation services required to understand the value of the project. The design team is responsible for procuring any hazardous materials testing and any permits or fees associated with such testing or other design work such as application fees for historical society review of plans. The team shall also assist the City during the public bidding process for selecting a general contractor, including assisting with responses to requests for information, pre-bid meetings, review of submitted bids, and assisting with any necessary bid review meetings.

**CONSTRUCTION ADMINISTRATION AND CLOSEOUT SERVICES**

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

- Document Control
- Respond to Requests for Information (RFI).
- In-Depth Shop Drawing Review to assure compliance.
- Review and Process shop drawings and submittals.
- Review and Process Change Orders.
- Review and certify the contractor's application for payment.
- Review material test reports and Notify Owner and Contractor with Non-Compliance.
- Responsible for compiling complete Conformance Documents throughout the project duration.
- Assure that Digital as Built/Record Drawings is maintained throughout the project and that intermediate submissions are provided with all payment requisitions.
- Record changes to the contract documents and include them in the consensus documents.
- In Depth and Frequent Site Observations and Detailed Field Reports including Action items List.
- Maintain Living Punch Lists
- Follow up on All Action Items
- Provide Reports to the Owner as may be requested regarding Issues, Budget, Progress, Quality, and other Appurtenant information required.
- Follow up on Permits and other Applications for items such as but not limited to Utilities, State, City, and other processes that may or will be underway.
- Assure that proper and Detailed Meeting Minutes are maintained and tracked as well as action items.
- Sketches as required.

**CLOSEOUT**

- Maintain Living Punch Lists
- Punch List Reviews up to 3 revisits as may be required.



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

- Review all Contractor closeouts documents for completeness and accuracy.
- Provide commissioning services

**PROPOSAL EVALUATION**

Responses will be evaluated in two (2) parts for a maximum score of one hundred (100) points. Part One is defined as the Technical Proposal for Qualification and is worth eighty (80) points maximum. Part Two is defined as the Professional Cost Proposal and is worth twenty (20) points maximum. See pages 2-3 of this RFP for bid package submission instructions.

**Part One – Technical Proposal for Qualification (80 points maximum)**

Technical proposals will be evaluated based on the following criteria:

1. Experience of the Firm and Project Principals (40 points maximum)
  - a. Provide the name of each company and company structure comprising the Design Team, including Sub-Consultants and any proposed MBE and WBE firms. Identify the indicated role of each participant included.
  - b. Provide an organizational chart identifying companies responsible for major functions to be performed in designing and constructing the Project. Identify key personnel by name and affiliation, and display the functional structure of the organization.
  - c. Provide a description of each Design Team member's experience and qualifications on Projects of similar size and scope.
  - d. Provide separate resumes for all key management staff of the Design Team.
  - e. Describe the current design backlog of each Design Team member and the capacity to perform the scope of work on this Project.
2. Project Approach (30 points maximum)
  - a. Provide a detailed and organized narrative explanation summarizing the respondent's understanding of the Project and outlining the Design Team's proposed approach.
  - b. Identify key issues, constraints, challenges, and opportunities facing the Project.
3. References (10 points maximum)
  - a. Provide a minimum of three references of previous owners or clients with whom the key personnel have worked within the past five (5) years on similar projects. List the name, position, company or agency, current phone and email address for each reference.

Firms determined to be responsive in their bids and meeting all bid requirements will be invited for in-person interviews at Providence City Hall between April 8<sup>th</sup>, 2024 and April 15<sup>th</sup>, 2024.

Technical evaluations will be scored prior to opening of the Cost Proposals, and firms must score a minimum threshold of sixty-five (65) points in order for their Cost Proposals to be opened. Firms scoring less than threshold sixty-five (65) points will be disqualified from the solicitation.

**Part Two – Professional Cost Proposal (20 points maximum)**

The project fees presented shall include all costs to provide complete and full services anticipated and defined in this RFP including additional Team Members that may not be defined herein that the Design Team feels is required to be part of the team to successfully accomplish the project.



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

The proposal with the lowest opened Anticipated Total Design Fee (item D on the Cost Proposal Bid Form, page 13 of this RFP) shall receive the full 20 points. The other opened Professional Cost Proposals shall be allocated points according to the following formula:

Awarded Points for Cost Proposal = ((Lowest Anticipated Total Design Fee) x 20) / (Firm's Anticipated Total Design Fee)

For example, if the lowest Anticipated Total Design Fee is \$200,000.00, the awarded points for a proposal with an Anticipated Total Design Fee of \$300,000.00 would be:  $(200,000 \times 20) / (300,000) = \underline{13.3}$ .

**QUALIFICATIONS**

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of similar projects within the last 5 years.
- b. Size and dollar value of similar completed projects.
- c. Contractor's performance with similar projects. (references will be checked)
- d. Relevant experience of individuals assigned to the project.

Questions regarding this bid package shall be submitted via e-mail to **Chevell Burgess** at [cburgess@providenceri.gov](mailto:cburgess@providenceri.gov) and **Dan Kittridge, Capital Improvement Project Manager** at [dkittridge@providenceri.gov](mailto:dkittridge@providenceri.gov), no later than five (5) working days before the bid opening date. Monday April 1, 2024.

Dan Kittridge is the project contact and can be reached at 401-473-8418.

Additional RFP Attachments Can be found after Pg.26 of base RFP.

Attachment A

Attachment B

Attachment C

Attachment D





**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.
- State of Rhode Island Contractor's License



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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.



## SUMMARY OF OBSERVATIONS

**Project:** Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

**Field Report No.:** 001  
**Date Issued:** 10-Aug-20  
**BES Project No.:** P573

**Client:** Mr. Luis Torrado  
Torrado Architects  
Facilities Division  
35 Greenwich Street  
Providence, RI 02907

Site Visit Dates	Purpose	Start Time	End Time
June 15 – June 19, 2020	Exterior Survey, building envelope. Destructive test cuts, mansard roof.	7:30 AM	3:30 PM

### **Present Onsite:**

Ivan Myjer – Building and Monument Conservation (BMC), June 15 – June 18  
Bruce Valone – Odeh Engineers (Odeh), June 16  
Yankee Steeplejack Company (YSJ) – June 19  
Representative – Brunca Waterproofing (Brunca), June 15 – June 18  
Ryan Field, Building Enclosure Science (BES)  
Brendan Cunha – BES

### **GENERAL**

Building Enclosure Science (BES) was onsite at the Providence City Hall building to oversee a visual assessment of the granite masonry façade, and to observe and document a destructive test cut of the decorative copper-clad cast iron at a select mansard roof hip transition.

### **SCHEDULE**

DATE	AREA OF OBSERVATION
Monday, June 15, 2020	Eddy Street elevation (southern side)
Tuesday, June 16, 2020	Washington Street elevation (western side)
Wednesday, June 17, 2020	Dorrance Street elevation (northern side)
Thursday, June 18, 2020	Fulton Street elevation (eastern side)
Friday, June 19, 2020	Mansard roof, corner of Fulton Street and Eddy Street

## **SUMMARY OF OBSERVATIONS**

BMC performed a review of the building façade to evaluate the existing conditions of the granite masonry and to identify and locate any instances of damaged or otherwise deficient conditions. BMC reviewed one building elevation each day from June 15 – June 18, with a representative from Brunca providing support.

Our visual review included the following observations:



### *Granite Masonry*

The granite masonry units are generally in good condition. However, the following deficient conditions were observed while performing the survey:

1. Granite units were observed to have spalled, scaled, blistered, and cracked in multiple locations. These deficiencies can result from multiple conditions, including shifting stone, frost damage, and corrosion and rust jacking of ferrous anchors (Photos 5-6).
2. The mortar joints are typically failed throughout the building.

### *Cracked Granite Masonry*

1. A major crack system was observed, extending from the ground floor to the top of the building on the Washington Street elevation, near the corner of Dorrance Street. The crack primarily follows the stone mortar joints. The crack is significantly wider at the top of the building than at the ground floor, indicating an ongoing widening of the crack as the top of the building separates (Photos 7-12). The cause of the crack system is potentially due to shifting or settling at the foundation of the building. Odeh performed a review of the crack system, and will provide a report concerning the structural implications and concerns.
2. Three first floor window lintels are cracked and additional cracks can be observed in the horizontal banding over the second floor windows in the center bay of the Eddy Street elevation (Photo 13). The cause of the crack system is potentially due to shifting or settling at the foundation of the building. BES is currently working with Odeh to schedule a follow-up structural review of the cracked lintels.

### *Water Infiltration*

Water is entering the masonry through open and failed mortar joints. The mortar is cracked and debonded at almost every joint. Water infiltration is likely the primary cause of the shifting granite units, which can result in the observed spalling, and cracking of the stone (Photos 14-15). Extruded lead T-caps installed over some of the upward facing mortar joints were observed to be improperly sized and failing. These conditions also contribute to the water infiltration.

### *Granite Staining and Biological Films*

Multiple types of stains (rust, copper, other metallic stains) were observed on the granite throughout the building. Many of these stains can be removed. Stains related to weathering cannot be removed without damaging the stone. Biological films can be easily removed, but periodic cleaning will be necessary to prevent the film from returning (Photos 16-17).

### *Decorative Elements*

1. Granite steps have shifted which has resulted in failed mortar and sealant joints.
2. The decorative cast iron on the mansard roof is in generally poor condition. The panels will likely have to be removed in order to repair and repaint, or will otherwise have to be replaced.



3. The buildings' main steps are bookended by granite posts with bronze finials. These posts and finials are in poor condition, and will potentially have to be removed to be repaired.
4. The iron gates at some entrances are in poor condition and will need to be repaired and repainted, or replaced.

## DESTRUCTIVE TEST CUT

YSJ was onsite on Friday, June 19, to perform destructive test cuts at a hip transition of the mansard roof (Photo 18) and to perform temporary repairs at select locations on the original slate shingles and surrounding mansard roof area. The purpose of the destructive test cut was to evaluate and document the construction, sequencing, and attachment of the decorative cast iron and slate shingle roof assembly at the mansard roof. The test cut consisted of the removal of the copper hip, select slate shingles, and underlayment down to the existing terracotta roof deck. Select terracotta tiles were also removed from the interior (Photo 19-20). The following conditions were observed during the test cut:

1. The copper cladding installed over the exterior of the cast iron panel was not properly secured and was being held in place with metal wire. Solder joints in the copper cladding had failed. This section of cladding was removed due to life safety concerns (Photos 21-22).
2. No separation material was provided between the copper cladding and the cast iron to separate the dissimilar metals, which appears to have resulted in premature degradation of the cast iron.
3. Metal angles/brackets were used to secure the cast iron panels to the steel frame of the mansard roof (Photo 23-24).
4. No means of flashing or waterproofing were utilized where the cast iron attachments penetrate the terracotta roof deck.
5. The terracotta tiles are laid in the steel angle girts with mortar applied over the exterior side joints to hold them in place.
6. The test cuts were temporarily repaired with sheet metal flashing and SAMF to provide protection from water infiltration until permanent repairs and rehabilitation can be completed.
7. The copper gutter lining in the gutter trough was observed to be in poor condition. The cast iron gutter was also observed to be damaged and displaced at multiple locations.
8. Several damaged, loose, and poorly fastened shingles were observed near the location of the test cut. These shingles were removed due to life safety concerns. Self-adhered membrane flashing (SAMF) was installed as temporary weather protection where shingles were removed (Photo 28).

## RECOMMENDED NEXT STEPS

As part of the ongoing design development process, BES recommends the following next steps:

- Collaboration with Odeh Engineers in order to review, document, and address the crack systems observed on the building façade.



Sincerely,  
**BUILDING ENCLOSURE SCIENCE, LLC**

Brendan J. Cunha  
Technician I

CC. Robert Carlson – BES ; Ryan Field – BES ; Gil Castonguay – BES ; File





**Photographic Documentation:**



**Figure 1.**

**Comments:** Dorrance Street (North) Elevation - overall.



**Figure 2.**

**Comments:** Washington Street (West) Elevation - overall.



**Figure 3.**

**Comments:** Eddy Street (South) Elevation – overall.



**Figure 4.**

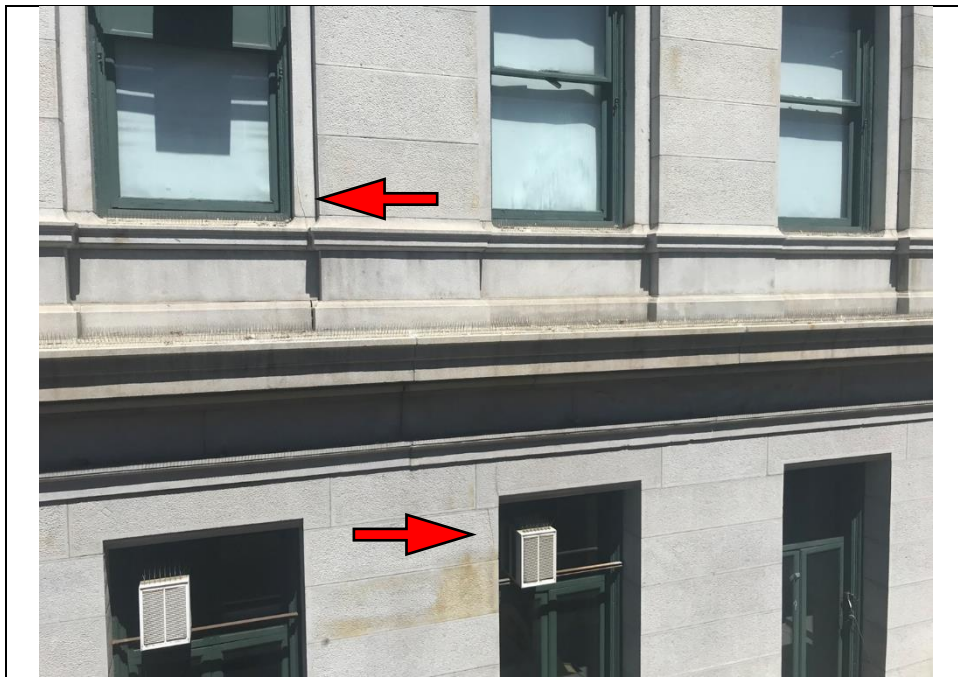
**Comments:** Fulton Street (East) Elevation – overall.





**Figure 5.**

**Comments:** View of typical scaling condition observed on all building elevations.



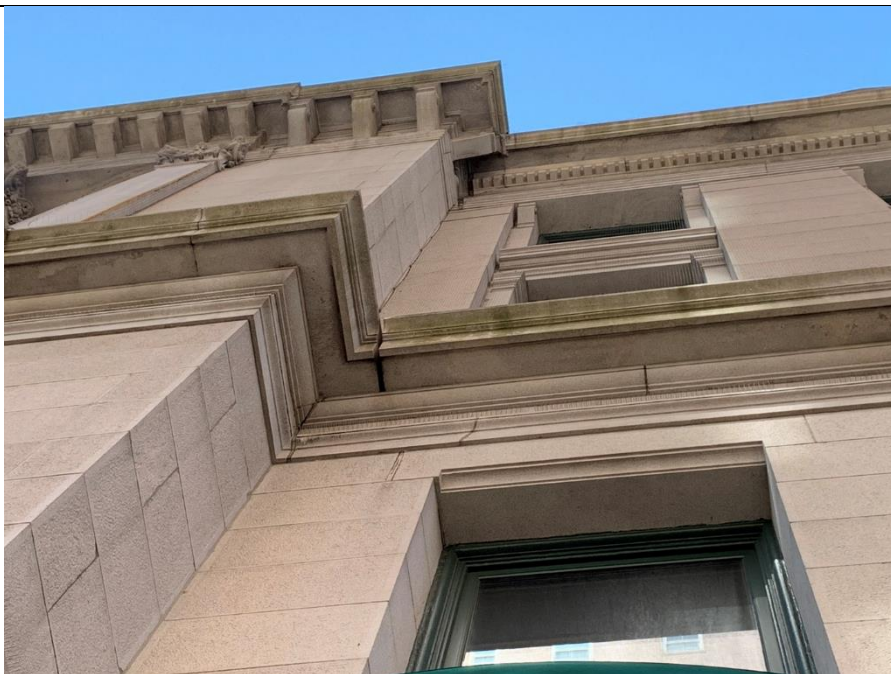
**Figure 6.**

**Comments:** View of typical granite cracking condition observed on all elevations.



**Figure 7.**

**Comments:** View of crack system near ground level Washington Street elevation.



**Figure 8.**

**Comments:** View of joints separating as a result of crack system on Washington Street elevation.





**Figure 9.**

**Comments:** View of joints that have separated as a result of a crack system on Washington Street elevation.



**Figure 10.**

**Comments:** View of joints that have separated as a result of a crack system on Washington Street elevation.





**Figure 11.**

**Comments:** View of crack system at mansard roof on Washington Street elevation.



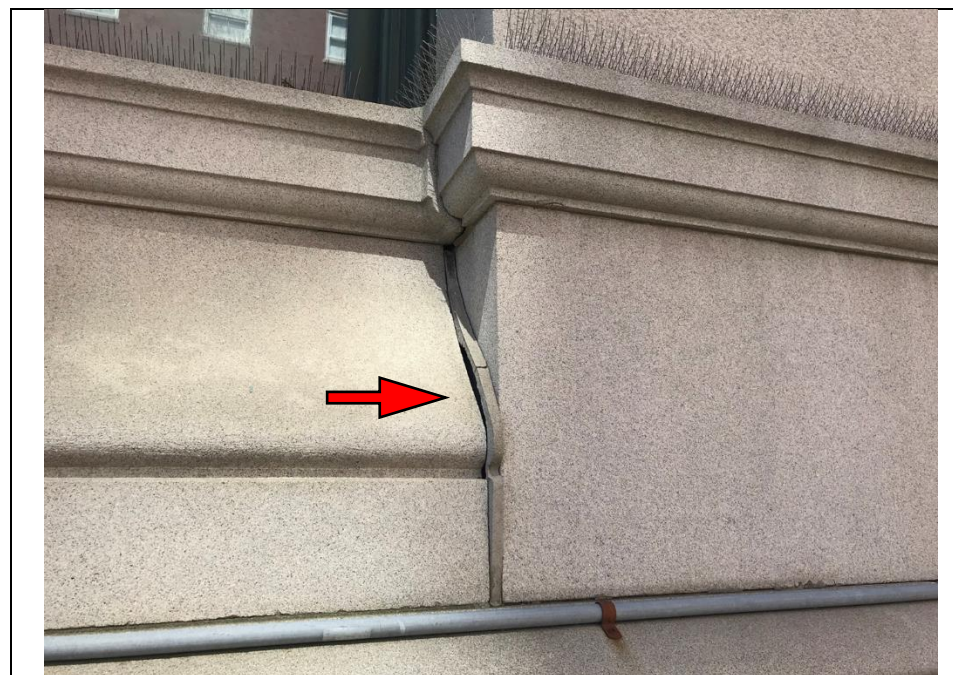
**Figure 12.**

**Comments:** View of mortar that has fallen out of a masonry joint after separation related to crack system on Washington Street elevation.



**Figure 13.**

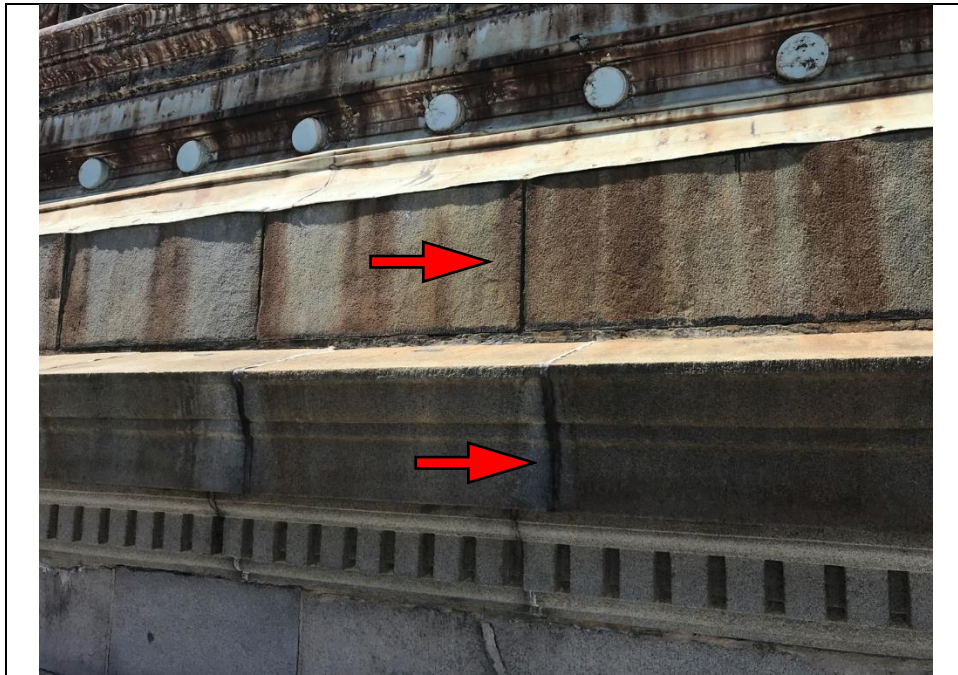
**Comments:** View of Eddy Street (south) elevation. Cracked window lintels occur at three locations on the first floor at this elevation.



**Figure 14.**

**Comments:** View of failed mortar joint, which allows for water infiltration.





**Figure 15.**

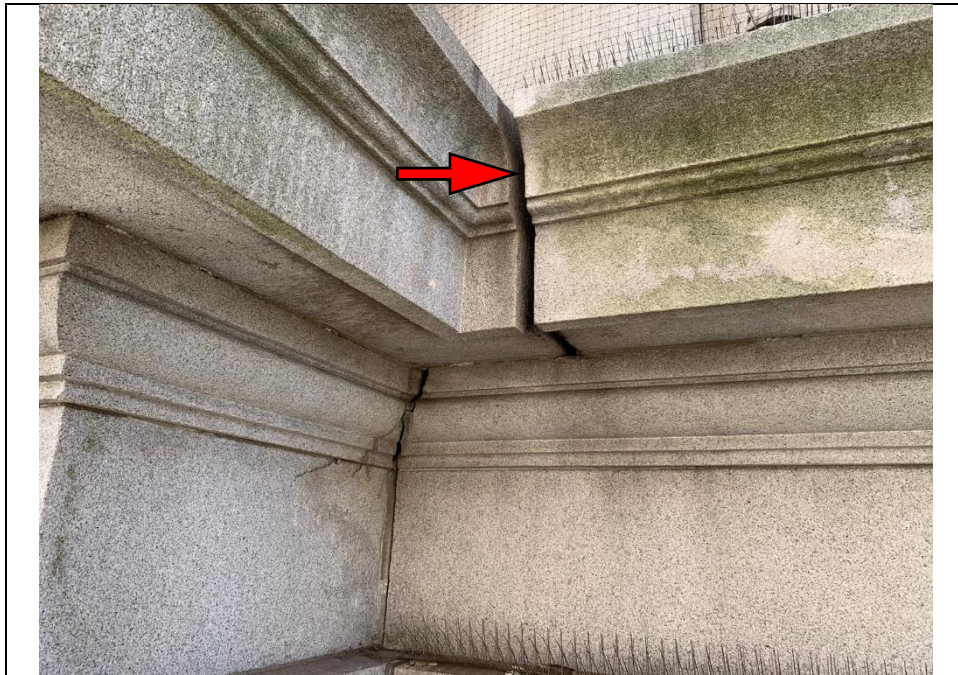
**Comments:** View of typical open / damaged mortar joints, which allow for water infiltration.



**Figure 16.**

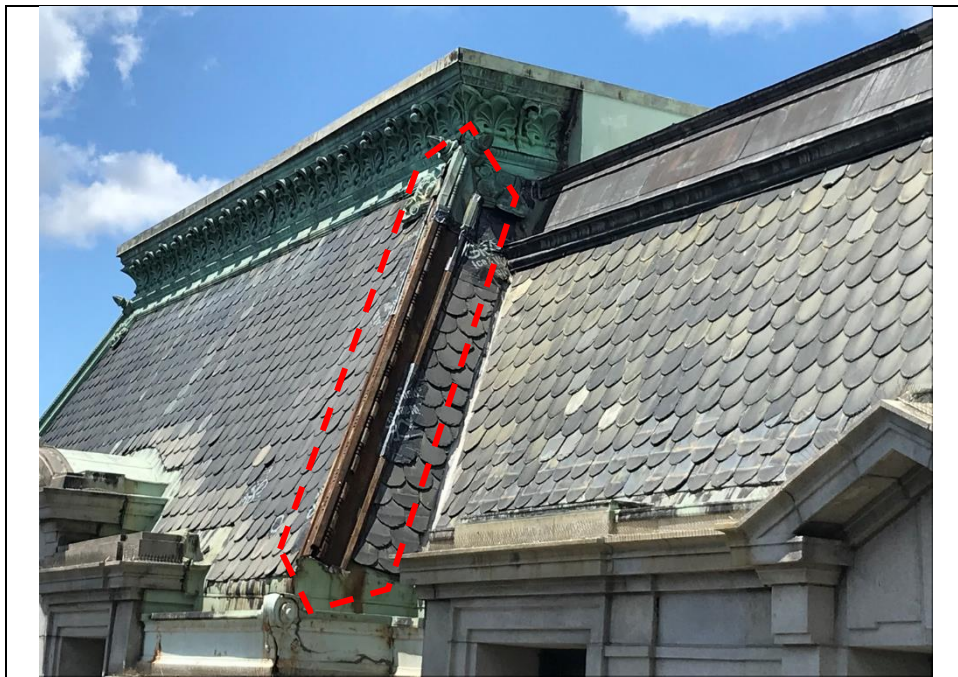
**Comments:** View of typical staining on granite exterior.





**Figure 17.**

**Comments:** View of biofilm accumulating on underside of cornice.



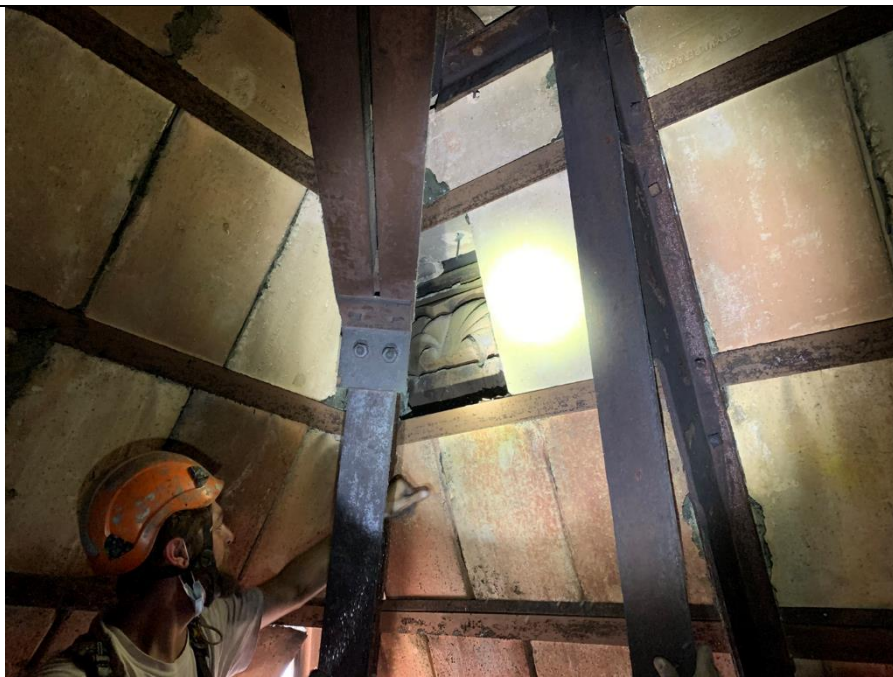
**Figure 18.**

**Comments:** Overall view of Mansard roof destructive test cut locations (Fulton Street elevation).



**Figure 19.**

**Comments:** Interior view of test cut performed at Mansard roof.



**Figure 20.**

**Comments:** Interior view of test cut performed at Mansard roof at cast iron cornice.





**Figure 21.**

**Comments:** View of deteriorated decorative cast iron exposed after copper cladding removed.



**Figure 22.**

**Comments:** Copper cladding installed over the cast iron hip was not properly secured. The copper cladding was removed due to life safety concerns.



**Figure 23.** **Comments:** View of brackets securing decorative cast iron to structural steel roof framing. Note that there is no waterproofing or flashing installed where the clips penetrate the terracotta roof deck.



**Figure 24.** **Comments:** View of structural cornice support brackets and terracotta roof deck. Note that there is no waterproofing or flashing installed where the brackets penetrate the terracotta roof deck.





**Figure 25.**

**Comments:** Cast iron gutter is failed and displaced at corner gutter. Note the deteriorated metal attachments behind cast iron.



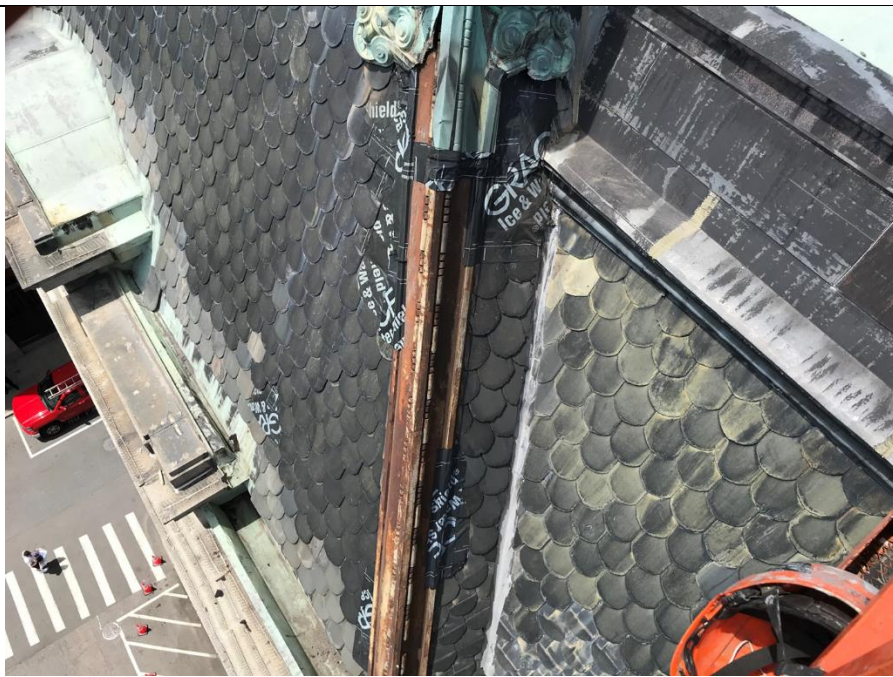
**Figure 26.**

**Comments:** Copper gutter lining laid over existing copper gutter trough.



**Figure 27.**

**Comments:** Solder joints on copper covering decorative cast iron in poor condition.



**Figure 28.**

**Comments:** View of temporary repairs performed following the roofing test cut.

# INVOICE

**e m e r y**  
Environmental Associates

*PO Box – E \* Pawtucket, RI 02861 \* Office 401-727-4941 \*  
emeryenvironmental@icloud.com*

**INVOICE #:** EEA21-044  
**DATE:** 3.16.2021  
**PAGE:** 1 OF 1

**BILL TO:** Mr. Luis Torrado  
Torrado Architects  
35 Greenwich Avenue  
Providence, RI 02907

PROJECT No.:	PROJECT DESCRIPTION:	
200302-A	Providence City Hall: Envelope Repair Project / Asbestos	
DESCRIPTION		AMOUNT:
6.15.20 – 6.18.20: Asbestos Inspection		\$ 2,000.00
Report		\$ 500.00
39 PLM Samples @ \$15.00		\$ 585.00
INVOICE AMOUNT:		\$ 3,085.00

*PLEASE MAKE ALL CHECKS PAYABLE TO: EMERY ENVIRONMENTAL ASSOC.  
THANK YOU FOR YOUR BUSINESS*

*Environmental Consulting and Mitigation Contractors  
Lead Paint \* Asbestos \* Mold \* Indoor Air Quality*



**e m e r y**

**Environmental Associates**

*PO Box – E \* Pawtucket, RI \* Office (401)-727-4941 \*  
Email: emeryenvironmental@icloud.com*

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## ***ASBESTOS INSPECTION REPORT***

### **PROJECT NAME / LOCATION:**

EXTERIOR BUILDING ENCLOSURE INSPECTION  
PROVIDENCE CITY HALL  
25 DORRANCE STREET  
PROVIDENCE, RI 02903

### **CLIENT:**

MR. LUIS A. TORRADO  
TORRADO ARCHITECTS  
35 GREENWICH STREET  
PROVIDENCE, RI 02907

### **REPORT PREPARED BY.**

MR. PATRICK A. EMERY  
EMERY ENVIRONMENTAL ASSOCIATES  
P.O. BOX - E  
PAWTUCKET, RI 02861



DATE: 3.15.2021

PATRICK A. EMERY  
RIDOH: ASB. INSPECTOR – AI0505

**EEA PROJECT #: 200302-A**

***Environmental Consulting and Mitigation Contractors***  
***Lead Paint \* Asbestos \* Mold \* Indoor Air Quality***



***APPENDIX – A: ASBESTOS INSPECTION REPORT***

***APPENDIX – B: ANALYTICAL SAMPLE RESULTS***

***APPENDIX – C: ASBESTOS PROJECT CONSULTANT LICENSURE***

***APPENDIX – D: ASBESTOS PROJECT LABORATORY LICENSURE***

***APPENDIX – E: PROJECT BLUEPRINT'S***

***APPENDIX – A:***

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***ASBESTOS INSPECTION REPORT***

**e m e r y**

**Environmental Associates**

*PO Box – E \* Pawtucket, RI \* Office (401)-727-4941 \*  
Email: emeryenvironmental@icloud.com*

---

## ***ASBESTOS INSPECTION REPORT***

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MR. LUIS A. TORRADO  
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35 GREENWICH STREET  
PROVIDENCE, RI 02907

### **REPORT PREPARED BY.**

MR. PATRICK A. EMERY  
EMERY ENVIRONMENTAL ASSOCIATES  
P.O. BOX - E  
PAWTUCKET, RI 02861



DATE: 3.15.2021

PATRICK A. EMERY  
RIDOH: ASB. INSPECTOR – AI0505

**EEA PROJECT #: 200302-A**

***Environmental Consulting and Mitigation Contractors***  
***Lead Paint \* Asbestos \* Mold \* Indoor Air Quality***

## **I. INTRODUCTION:**

Emery Environmental Associates was retained by Mr. Luis A. Torrado; Torrado Architects, to conduct an asbestos inspection within the exterior building envelope of the Providence City Hall structure located at 25 Dorrance Street; Providence, RI. The inspection was conducted in association with an overall evaluation of the structure to determine existing conditions at the exterior of the structure. Findings of the inspection and survey restrictions are identified within sections III & IV of this report.

The main goals of the inspection were to:

- a) Conduct an inspection and sample **accessible** suspect building materials as may be impacted by a future planned renovation / repair(s) to the exterior building envelope of the structure,
- b) Provide a report of the findings of the limited asbestos inspection including: sample results and recommendations.

## **II. SURVEY SUMMARY:**

From June 15-18, 2020, Mr. Patrick A. Emery [Rhode Island licensed asbestos inspector: AI00505]; visited the above referenced structure and performed the asbestos inspection in association with the planned evaluation of the structure.

During the performance of the inspection, EEA collected a total of seventy (70) representative samples of twelve (12) separate suspect building materials. These samples were collected and submitted to EMSL Analytical Inc.; Weymouth, MA (RIDOH Lab Lic. # PLM00139) under a chain of custody protocol. Suspect materials were based on a material evaluation of interior materials as observed and determined to be impacted by a planned renovation of the structure. Materials making up an apparently homogenous application were treated as a single material type. Based on these sampling protocols, each separate homogenous building material was identified, sampled and analyzed for identification purposes.

The asbestos inspection was conducted in accordance with protocol requirements of the current: USEPA /AHERA 40CFR763.85 & 40CFR763.86 Appendix C – Subpart E, USEPA – NESHAP 40 CFR61.140; Subpart M, USEPA NESHAP 40 CFR61.145, and Rhode Island Department of Health [216-RICR-50-15-1] asbestos control regulations. The asbestos inspector performed both the visual inspection and bulk sampling in the building according to methods outlined in the U.S. Environmental Protection Agency (EPA) guidance document titled, "Guidance for Controlling Asbestos- Containing Materials in Buildings" (Document No. 560/5-85/024). The Polarized Light Microscopy (PLM) bulk sample analytical results are included in Appendix A.

Bulk samples, representing individual homogenous areas of suspect asbestos containing materials were collected in a randomly distributed manner in accordance with the methods outlined below.

The building materials identified for sampling are typically divided into three categories, surfacing materials, thermal systems insulation, and miscellaneous materials as required by the EPA, and Rhode Island Department of Health inspection protocols. The following generally illustrates the sampling strategy employed by EEA where feasible:

(a) Surfacing materials - In a randomly distributed manner, collect bulk samples of surfacing materials, representative of each homogeneous area, and not assumed to be ACM.

(1) Collect at least three (3) bulk samples from each homogeneous area that is less than or equal to 1,000 square feet (ft<sup>2</sup>).

(2) Collect at least five (5) bulk samples from each homogeneous area that is greater than 1,000 ft<sup>2</sup>, but less than or equal to 5,000 ft<sup>2</sup>.

(3) Collect at least seven (7) bulk samples from each homogeneous area that is greater than 5,000 ft<sup>2</sup>.

(b) Thermal systems insulation –

(1) In a randomly distributed manner, collect at a minimum, three (3) bulk samples of thermal systems insulation material, representative of each homogeneous area, and not assumed to be ACM.

(2) Collect, at a minimum, one (1) bulk sample of patched thermal systems insulation, representative of each homogenous area, and not assumed to be ACM, providing the section of patch was less than six (6) linear or square feet.

(3) Collect, at a minimum, three (3) representative bulk samples of each insulated mechanical system not assumed to be ACM, including, but not limited to cementitious material used on pipe fittings such as tees, elbows, or valves. Representative sampling was conducted in a manner sufficient as to identify whether each homogenous area is either asbestos or non-asbestos containing.

(4) Bulk samples are not required to be collected from any homogeneous area where the accredited asbestos inspector has determined that the thermal systems insulation is a non-suspect material (i.e., fiberglass, foam glass, rubber, or any other non-ACM).

(c) Miscellaneous materials - Collect, at a minimum, two (2) representative bulk sample of each miscellaneous material not assumed to be ACM, including, but not limited to ceiling tiles, floor tiles, associated floor tile mastic, floor leveling concrete, waterproofing, etc. Representative sampling was conducted in a manner sufficient as to identify whether each homogenous area is either asbestos or non-asbestos containing.

Materials making up an apparent homogenous application were treated as a single material type. Based on these sampling protocols, each separate homogenous building material was identified, sampled and analyzed for identification purposes.

Bulk samples of friable and non-friable suspect materials were analyzed by Asbestos Identification Lab by means of the EPA-approved polarized light microscopy with dispersion staining (PLM/DS) method using the visual estimation technique for asbestos quantification. Asbestos Identification Lab is fully accredited for bulk sample analysis under the National Voluntary Laboratory Accreditation Program (NVLAP), administered by the National Institute of Standards and Technology, and is also licensed by the Rhode Island DOH (License No. PLM00121). Bulk samples were analyzed for asbestos content using EPA Method 600/R-93/116. The visual estimation technique was used to quantify asbestos concentrations. The PLM/DS analytical method is modeled after 40 CFR Part 763, Subpart F, Appendix A: "Interim Method for the Determination of Asbestos in Bulk Insulation Samples".

*Friable* samples initially determined to visually contain an asbestos content of 1% - ≤10%, based on the analyst's best judgment following PLM/DS analysis and examination with a stereoscope are typically reanalyzed using EPA 400-point count method to confirm the sample(s) asbestos content.

The following itemized list (**Table – 1**) defines all materials tested during the inspection, Final test lab results / reports can be found in Appendix - B, of this report. Note that an ACM is defined by the RIDOH as any material or product containing greater than one percent (> 1%) asbestos by weight.

The inspection scope was limited to **accessible** materials associated with the planned renovation of the structure.

**TABLE – 1**

<i>Homogenous Group / Material Sample Identification</i>	<i>EMSL Report #</i>	<i>Material Description</i>	<i>Sample Date</i>	<i>Approximate Sample Location</i>	<i>Asbestos Content</i>
200302-HA1-1	# 132101789	“Black” Caulk @ Wood Window Frame	6.15.2022	Fifth Floor – South Elev.	<b>5% Chrysotile</b>
200302-HA1-2	# 132101789	“Black” Caulk @ Wood Window Frame	6.15.2022	Fifth Floor – South Elev.	<b>PS</b>
200302-HA1-3	# 132101789	“Black” Caulk @ Wood Window Frame	6.16.2022	Fifth Floor – West Elev.	<b>PS</b>
200302-HA1-4	# 132101789	“Black” Caulk @ Wood Window Frame	6.16.2022	Fifth Floor – West Elev.	<b>PS</b>
200302-HA1-5	# 132101789	“Black” Caulk @ Wood Window Frame	6.17.2022	Fifth Floor – North Elev.	<b>PS</b>
200302-HA1-6	# 132101789	“Black” Caulk @ Wood Window Frame	6.17.2022	Fifth Floor – North Elev.	<b>PS</b>
200302-HA1-7	# 132101789	“Black” Caulk @ Wood Window Frame	6.18.2022	Fifth Floor – East Elev.	<b>PS</b>
200302-HA1-8	# 132101789	“Black” Caulk @ Wood Window Frame	6.18.2022	Fifth Floor – East Elev.	<b>PS</b>
200302-HA1-9	# 132101789	“Black” Caulk @ Wood Window Frame	6.18.2022	Fifth Floor – East Elev.	<b>PS</b>
200302-HA2-1	# 132101789	“White” Caulk @ Wood Window Frame	6.15.2022	Fifth Floor – South Elev.	NAD
200302-HA2-2	# 132101789	“White” Caulk @ Wood Window Frame	6.15.2022	Fifth Floor – South Elev.	NAD
200302-HA2-3	# 132101789	“White” Caulk @ Wood Window Frame	6.15.2022	Third Floor – South Elev.	<b>3% Chrysotile</b>
200302-HA2-4	# 132101789	“White” Caulk @ Wood Window Frame	6.15.2022	Second Floor – South Elev.	<b>PS</b>
200302-HA2-5	# 132101789	“White” Caulk @ Wood Window Frame	6.15.2022	First Floor – South Elev.	<b>PS</b>
200302-HA2-6	# 132101789	“White” Caulk @ Wood Window Frame	6.16.2022	Second Floor – West Elev.	<b>PS</b>
200302-HA2-7	# 132101789	“White” Caulk @ Wood Window Frame	6.16.2022	Second Floor – North Elev.	<b>PS</b>

200302-HA2-8	# 132101789	“White” Caulk @ Wood Window Frame	6.17.2022	Second Floor – North Elev.	<b>PS</b>
200302-HA2-9	# 132101789	“White” Caulk @ Wood Window Frame	6.17.2022	Third Floor – North Elev.	<b>PS</b>
200302-HA2-10	# 132101789	“White” Caulk @ Wood Window Frame	6.17.2022	Third Floor – North Elev.	<b>PS</b>
200302-HA2-11	# 132101789	“White” Caulk @ Wood Window Frame	6.17.2022	Second Floor – North Elev.	<b>PS</b>
200302-HA2-12	# 132101789	“White” Caulk @ Wood Window Frame	6.18.2022	Fourth Floor – East Elev.	<b>PS</b>
200302-HA2-13	# 132101789	“White” Caulk @ Wood Window Frame	6.18.2022	Third / Fourth Floor – East Elev.	<b>PS</b>
200302-HA2-14	# 132101789	“White” Caulk @ Wood Window Frame	6.18.2022	Third Floor – East Elev.	<b>PS</b>
200302-HA2-15	# 132101789	“White” Caulk @ Wood Window Frame	6.18.2022	Second Floor – East Elev.	<b>PS</b>
200302-HA2-16	# 132101789	“White” Caulk @ Wood Window Frame	6.18.2022	Second Floor – East Elev.	<b>PS</b>
200302-HA3-1	# 132101789	“Black” Tar / Patching Material	6.15.2022	Fifth Floor – South Elev. (Roof Cap)	<b>15% Chrysotile</b>
200302-HA3-2	# 132101789	“Black” Tar / Patching Material	6.15.2022	Fifth Floor – South Elev. (Gutter)	<b>PS</b>
200302-HA3-3	# 132101789	“Black” Tar / Patching Material	6.16.2022	Fifth Floor – West Elev. (Roof Cap)	<b>PS</b>
200302-HA3-4	# 132101789	“Black” Tar / Patching Material	6.16.2022	Fifth Floor – West Elev. (Slate Shingles)	<b>PS</b>
200302-HA3-5	# 132101789	“Black” Tar / Patching Material	6.17.2022	Fifth Floor – North Elev. (Slate Shingles)	<b>PS</b>
200302-HA3-6	# 132101789	“Black” Tar / Patching Material	6.17.2022	Fifth Floor – North Elev.	<b>PS</b>
200302-HA3-7	# 132101789	“Black” Tar / Patching Material	6.17.2022	Fifth Floor – North Elev. (Mastic @ Masonry)	<b>PS</b>
200302-HA3-8	# 132101789	“Black” Tar / Patching Material	6.18.2022	Fifth Floor – East Elev.	<b>PS</b>
200302-HA4-1	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.15.2022	Fifth Floor – South Elev. (Gutter)	<b>NAD</b>



200302-HA4-2	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.15.2022	Fifth Floor – South Elev. (Below Window)	NAD
200302-HA4-3	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.16.2022	Fifth Floor – West Elev. (Gutter)	NAD
200302-HA4-4	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.16.2022	Fifth Floor – West Elev. (Gutter)	NAD
200302-HA4-5	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.17.2022	Fifth Floor – North Elev. (Center of Dome @ Masonry)	NAD
200302-HA4-6	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.17.2022	Fifth Floor – North Elev. (Gutter)	NAD
200302-HA4-7	# 132101789	“Grey” Caulk (Pliable / Silicone)	6.18.2022	Fifth Floor – East Elev. (Gutter)	NAD
200302-HA5-1	# 132101789	“Black” Paper @ Slate Shingle	6.15.2022	Fifth Floor – South Elev.	NAD
200302-HA5-2	# 132101789	“Black” Paper @ Slate Shingle	6.16.2022	Fifth Floor – West Elev.	<b>2% Chrysotile</b>
200302-HA5-3	# 132101789	“Black” Paper @ Slate Shingle	6.17.2022	Fifth Floor – North Elev.	<b>PS</b>
200302-HA5-4	# 132101789	“Black” Paper @ Slate Shingle	6.18.2022	Fifth Floor – East Elev.	<b>PS</b>
200302-HA6-1	# 132101789	“Black” Caulk @ Window Sash	6.15.2022	Fifth Floor – South Elev.	NAD
200302-HA6-2	# 132101789	“Black” Caulk @ Window Sash	6.15.2022	Second Floor – South Elev.	NAD
200302-HA6-3	# 132101789	“Black” Caulk @ Window Sash	6.15.2022	First Floor – South Elev.	NAD
200302-HA6-4	# 132101789	“Black” Caulk @ Window Sash	6.16.2022	Fifth Floor – West Elev.	NAD
200302-HA6-5	# 132101789	“Black” Caulk @ Window Sash	6.17.2022	Third Floor – North Elev.	NAD
200302-HA6-6	# 132101789	“Black” Caulk @ Window Sash	6.17.2022	Second Floor – North Elev.	NAD
200302-HA6-7	# 132101789	“Black” Caulk @ Window Sash	6.18.2022	Fifth Floor – East Elev.	NAD
200302-HA6-8	# 132101789	“Black” Caulk @ Window Sash	6.18.2022	Second Floor – East Elev.	NAD
200302-HA6-9	# 132101789	“Black” Caulk @ Window Sash	6.18.2022	Second Floor – East Elev.	NAD
200302-HA6-10	# 132101789	“Brown” Glue @ Vinyl Wallboard	6.18.2022	Fifth Floor – East Elev.	NAD
200302-HA7-1	# 132101789	“Silver” Roof Paint	6.15.2022	Fifth Floor – South Elev. (@ Gutter)	<b>5% Chrysotile</b>

200302-HA7-2	# 132101789	“Silver” Roof Paint	6.18.2022	Sixth Floor – East Elev. (Roof Valley)	<b>PS</b>
200302-HA9-1	# 132101789	Grout @ Masonry Joint “Grey”	6.15.2022	Fifth Floor – South Elev.	NAD
200302-HA9-2	# 132101789	Grout @ Masonry Joint “Grey”	6.16.2022	Fifth Floor – West Elev.	NAD
200302-HA9-3	# 132101789	Grout @ Masonry Joint “Grey”	6.16.2022	Fifth Floor – West Elev.	NAD
200302-HA9-4	# 132101789	Grout @ Masonry Joint “Grey”	6.17.2022	Fifth Floor – North Elev.	NAD
200302-HA9-5	# 132101789	Grout @ Masonry Joint “Grey”	6.17.2022	Fifth Floor – North Elev.	NAD
200302-HA9-6	# 132101789	Grout @ Masonry Joint “Grey”	6.18.2022	Fifth Floor – East Elev.	NAD
200302-HA10-1	# 132101789	“Green” Coating @ Copper	6.16.2022	Fifth Floor – West Elev.	NAD
200302-HA11-1	# 132101789	“Light Grey” Caulk @ Metal Bar	6.16.2022	Fifth Floor – West Elev.	NAD
200302-HA12-1	# 132101789	“White / Grey” Glue @ Bird Protection Spikes	6.16.2022	Third Floor – West Elev.	NAD
200302-HA12-2	# 132101789	“White / Grey” Glue @ Bird Protection Spikes	6.16.2022	Third Floor – West Elev.	NAD
200302-HA12-3	# 132101789	“White / Grey” Glue @ Bird Protection Spikes	6.17.2022	Third Floor – North Elev.	NAD
200302-HA12-4	# 132101789	“White / Grey” Glue @ Bird Protection Spikes	6.17.2022	Third Floor – North Elev.	NAD
200302-HA12-5	# 132101789	“White / Grey” Glue @ Bird Protection Spikes	6.18.2022	Third Floor – East Elev.	NAD
200302-HA13-1	# 132101789	“Grey” Silicone Window Caulk @ Window Frame	6.17.2022	Third Floor – North Elev.	<b>2% Chrysotile</b>

- NAD = No Asbestos Detected
- PS = Positive Stop Analysis on Material
- Please refer to section IV of the enclosed report for survey restrictions.
- Please refer to Appendix – B of the enclosed report for copies of all laboratory testing results for the above referenced material(s).

All samples were analyzed via. Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the Environmental Protection Agency (EPA-600-M4-82-020). Percentage estimates of each material component are based on the analysis's best judgment following PLM/DS analysis and examination with a stereoscope.

### **III. FINDINGS:**

The inspection was conducted in association with the scope of work as defined by the client (Mr. Luis A. Torrado; Torrado Architects) on the day of the inspection.

Upon completion of the survey and sample analysis of building materials as defined by Section II / **Table -1** of the enclosed report, it has been determined that the material(s) defined within Section III / **Table – 2** of this report, have been determined to contain asbestos as defined by current RIDOH asbestos control regulation [216-RICR-50-15-1] and applicable asbestos control regulation USEPA / AHERA; 40 CFR Part 763; Subpart E , as used for asbestos testing criteria for this project.

**TABLE – 2:**

<i><b>Homogenous Groups</b></i>	<i><b>ACM Material / Description</b></i>	<i><b>Approximate Material Location(s)</b></i>	<i><b>Asbestos Content</b></i>
HA1	“Black” Caulk As Applied To Exterior Window Frames (Homogenous to Fifth Floor).	Exterior – Window Frames @ Fifth Floor Area / North, East, West & South Elevations.	<b>5% Chrysotile</b>
HA2	“White” Caulk As Applied To Exterior Window Frames (Homogenous to First, Second, Third, Fourth & Fifth Floor Areas).	Exterior – Window Frames @ First, Second, Third, Fourth & Fifth Floor Areas / North, East, West & South Elevations.	<b>3% Chrysotile</b>
HA3	“Black” Tar Patch Material As applied as a patching material at Exterior Masonry Façade, Roof Gutter(s) and Flat & Pitched Roof areas.	Exterior – Masonry Façade, Roof Gutters, Copper Roof Cap(s) & Slate Roof Areas / North, East, West & South Elevations.	<b>15% Chrysotile</b>
HA5	“Black” Roof Paper Applied Beneath Slate Roof Shingle / Tiles. It is assumed this same paper is beneath copper standing seam roof panels and copper roof flashing.	Exterior – Slate Roof Areas / North, East, West & South Elevations.	<b>2% Chrysotile</b>
HA7	“Silver” Paint	Exterior – Slate Roof Areas & Areas Where Copper Roof Flashing is Applied.	<b>5% Chrysotile</b>
HA13	“Black” Caulk (Silicone) @ Exterior Window Frames.	*Exterior Façade @ Window frames (Homogenous to Third Floor).	<b>2% Chrysotile</b>

*\*Identified material should be assumed to be applied throughout the entire exterior façade of the structure.*

#### **IV. SURVEY RESTRICTIONS:**

**Inspection scope and analytical testing as documented in this report was limited to the identification and reporting of accessible asbestos containing building materials only. Testing, identification and detection for any other material and/or hazardous substance (i.e. Lead, Mold, PCB, etc.) was not conducted and should not be inferred to be inclusive in this report.**

Inspection was limited to the exterior façade and limited areas of the exterior slate roof areas. EEA did not open or sample exterior flat roof areas or exterior skylights at the exterior roof area of the structure.

At no time should this inspection and report be interpreted as comprehensive for the entire structure and/or inclusive of any interior area(s) of the structure currently designed for a current or future renovation. The general contractor and any/all trades who are retained to conduct exterior renovation work should refer to the materials as tested to date and defined in **Section II / Table – 1** of this report. If additional materials are discovered and not inclusive of this section of the report, these materials must be tested to determine asbestos content in accordance with current Rhode Island – Department of Health asbestos control regulation [216-RICR-50-15-1] requirements prior to impact, disturbance and/or disposal.

#### **V. RECOMMENDATIONS:**

The asbestos inspection as conducted by EEA to date for this project, has identified multiple building materials within **Section III / Table – 2** (of this report) as asbestos containing building materials, as defined by the current Rhode Island – Department of Health asbestos control regulation [216-RICR-50-15-1].

If it is determined that any/all asbestos building material(s) as defined by **Section III / Table – 2** of this report will require impact by a renovation or demolition work operation(s), it is our recommendation that this work only be conducted by a RIDOH licensed asbestos removal contractor per current work requirements of RIDOH asbestos regulation [216-RICR-50-15-1]. Also, the removal work should only be conducted in association with a specification (work plan) as designed by a RIDOH asbestos project designer and approved by the Rhode Island Department of Health, prior to the start of any work operations.

Also, please be advised that this asbestos inspection report is limited to only building materials sampled and identified within **Section II / Table – 1** and the bulk sample information (Appendix-B), sections of this report. If during the scheduled renovation operations, building materials are deemed subject for disturbance that are not sampled or identified within this report, or discovered during a renovation work operation, it is the responsibility of the building owner and/or the contractor conducting the renovation / demolition to assume these additional building materials to contain asbestos or test these materials to comply with the current RIDOH asbestos control regulation [216-RICR-50-15-1], EPA / NESHAP 40 CFR Part 61; Subpart A & M and OSHA [29 CFR 1926.1101] asbestos regulations prior to impact.

If any additional building materials are presumed or determined to contain asbestos (via. polarized light microscopy) outside the findings of this report, it is our recommendation that these materials be handled by a licensed Rhode Island; Department of Health licensed asbestos contractor in accordance with the requirements of an asbestos mitigation plan as designed by a RIDOH licensed asbestos project designer and approved in writing by the Rhode Island – Department of Health.

Based on these clarifications, Please be advised, additional sampling may be required in the future, to satisfy current USEPA/AHERA 40CFR763.85, RIDOH asbestos control regulations [216-RICR-50-15-1], EPA / NESHAP 40 CFR part 61; Subpart M, and OSHA [29 CFR 1926.1101] asbestos regulations, which requires testing of all homogenous areas (building materials) for the presence of asbestos, prior to the start of any renovation or demolition activities (or testing of previously enclosed materials upon discovery).

## **VI. PHOTOGRAPH:**



**Photograph – 1:** Photo depicts the typical application of asbestos caulk at the exterior window frames throughout the exterior of the Providence City Hall structure.

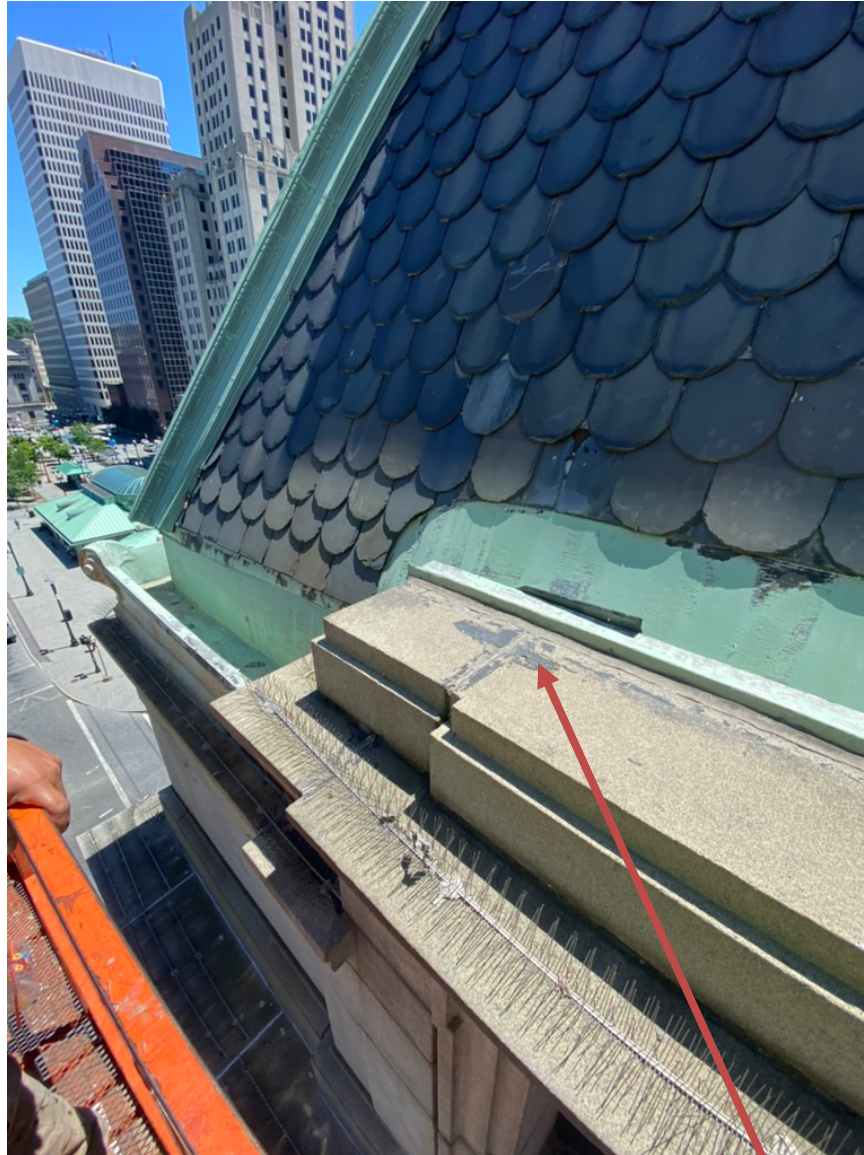


## **VI. PHOTOGRAPH:**



**Photograph – 2:** Photo depicts the typical location and application of asbestos paper beneath existing slate shingles. It is assumed this same paper is applied beneath standing seam copper and copper flashing areas of the structure.

## **VI. PHOTOGRAPH:**



**Photograph – 3:** Photo depicts the typical location and application of asbestos mastic throughout the exterior of the structure.



**VI. PHOTOGRAPH:**



**Photograph – 4:** Photo depicts the typical location and application of asbestos caulk at the exterior window frames throughout the structure.

**VI. PHOTOGRAPH:**



**Photograph – 5:** Photo depicts the typical location and application of asbestos caulk at the exterior window frames throughout the structure.

**VI. PHOTOGRAPH:**



**Photograph – 6:** Photo depicts the typical application of asbestos roof paint at the exterior of the structure.

**REPORT END.**

***APPENDIX – B:***

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***ANALYTICAL SAMPLE RESULTS***





# EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com/bostonlab@emsl.com>

EMSL Order: 132101789

Customer ID: EMER53

Customer PO:

Project ID:

Attention: Patrick Emery

Emery Environmental Associates

PO BOX E

Pawtucket, RI 02861

Phone: (401) 727-4941

Fax: (401) 724-0926

Received Date: 03/11/2021 8:30 AM

Analysis Date: 03/13/2021

Collected Date:

Project: 200302-A - Providence City Hall; 25 Dorrance Street; Providence, RI

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
200302-1.1 132101789-0001	5th Floor - South Elevation - Black Caulk at Wood Window Frame	Black Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
200302-1.2 132101789-0002	5th Floor - South Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.3 132101789-0003	5th Floor - West Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.4 132101789-0004	5th Floor - West Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.5 132101789-0005	5th Floor - North Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.6 132101789-0006	5th Floor - North Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.7 132101789-0007	5th Floor - East Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.8 132101789-0008	5th Floor - East Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-1.9 132101789-0009	5th Floor - East Elevation - Black Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.1 132101789-0010	5th Floor - South Elevation - White Caulk at Wood Window Frame	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-2.2 132101789-0011	5th Floor - South Elevation - White Caulk at Wood Window Frame	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-2.3 132101789-0012	3rd Floor - South Elevation - White Caulk at Wood Window Frame	Tan Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile

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EMSL Order: 132101789

Customer ID: EMER53

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
200302-2.4 132101789-0013	2nd Floor - South Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.5 132101789-0014	1st Floor - South Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.6 132101789-0015	2nd Floor - West Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.7 132101789-0016	2nd Floor - West Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.8 132101789-0017	2nd Floor - North Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.9 132101789-0018	3rd Floor - North Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.10 132101789-0019	3rd Floor - North Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.11 132101789-0020	2nd Floor - North Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.12 132101789-0021	4th Floor - East Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.13 132101789-0022	3/4 Floor - East Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.14 132101789-0023	3rd Floor - East Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.15 132101789-0024	2nd Floor - East Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-2.16 132101789-0025	2nd Floor - East Elevation - White Caulk at Wood Window Frame				Positive Stop (Not Analyzed)
200302-3.1 132101789-0026	5th Floor - South Elevation (Roof Cap) - Black Tar/Patch Material	Black Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile

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## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
200302-3.2 132101789-0027	5th Floor - South Elevation (Gutter) - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.3 132101789-0028	5th Floor - West Elevation (Roof Cap) - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.4 132101789-0029	5th Floor - West Elevation (Slate Shingle) - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.5 132101789-0030	5th Floor - North Elevation (Slate Shingle) - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.6 132101789-0031	5th Floor - North Elevation - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.7 132101789-0032	5th Floor - North (Mastic at Masonry) - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-3.8 132101789-0033	5th Floor - East Elevation - Black Tar/Patch Material				Positive Stop (Not Analyzed)
200302-4.1 132101789-0034	5th Floor - South Elevation (Gutter) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.2 132101789-0035	5th Floor - South Elevation (Below Window) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.3 132101789-0036	5th Floor - West Elevation (Gutter) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.4 132101789-0037	5th Floor - West Elevation (Gutter) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.5 132101789-0038	5th Floor - North Elevation (CTR Dome at Masonry) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.6 132101789-0039	5th Floor - North Elevation (Gutter) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-4.7 132101789-0040	5th Floor - East Elevation (Gutter) - Gray Caulk (Pliable/Silicone)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
200302-5.1 132101789-0041	5th Floor - South Elevation - Black Paper at Slate Shingle (Underlayment)	Gray/Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
200302-5.2 132101789-0042	5th Floor - West Elevation - Black Paper at Slate Shingle (Underlayment)	Black Fibrous Homogeneous	65% Cellulose	30% Non-fibrous (Other)	5% Chrysotile
200302-5.3 132101789-0043	5th Floor - North Elevation - Black Paper at Slate Shingle (Underlayment)				Positive Stop (Not Analyzed)
200302-5.4 132101789-0044	5th Floor - East Elevation - Black Paper at Slate Shingle (Underlayment)				Positive Stop (Not Analyzed)
200302-6.1 132101789-0045	5th Floor - South Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.2 132101789-0046	2nd Floor - South Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.3 132101789-0047	1st Floor - South Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.4 132101789-0048	5th Floor - West Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.5 132101789-0049	3rd Floor - North Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.6 132101789-0050	2nd Floor - North Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.7 132101789-0051	5th Floor - East Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.8 132101789-0052	2nd Floor - East Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-6.9 132101789-0053	2nd Floor - East Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
200302-6.10 132101789-0054	5th Floor - East Elevation - Black Caulk/Silicone at Window Sash	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-7.1 132101789-0055	5th Floor - South Elevation (Gutter) - Silver Roof Paint	Silver Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
200302-7.2 132101789-0056	6th Floor - East Elevation (Roof Valley) - Silver Roof Paint				Positive Stop (Not Analyzed)
200302-9.1 132101789-0057	5th Floor - South Elevation - Masonry Grout at Granite - Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-9.2 132101789-0058	5th Floor - West Elevation - Masonry Grout at Granite - Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-9.3 132101789-0059	5th Floor - West Elevation - Masonry Grout at Granite - Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-9.4 132101789-0060	5th Floor - North Elevation - Masonry Grout at Granite - Gray	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-9.5 132101789-0061	5th Floor - North Elevation - Masonry Grout at Granite - Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-9.6 132101789-0062	2nd Floor - East Elevation - Masonry Grout at Granite - Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-10.1 132101789-0063	5th Floor - West Elevation - Green Coating at Copper	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-11.1 132101789-0064	5th Floor - West Elevation - Light Gray Caulk at Metal Bar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-12.1 132101789-0065	3rd Floor - West Elevation - White/Gray Glue at Bird Protection Spikes	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-12.2 132101789-0066	3rd Floor - West Elevation - White/Gray Glue at Bird Protection Spikes	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-12.3 132101789-0067	3rd Floor - North Elevation - White/Gray Glue at Bird Protection Spikes	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-12.4 132101789-0068	3rd Floor - North Elevation - White/Gray Glue at Bird Protection Spikes	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/13/2021 16:31:46



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EMSL Order: 132101789

Customer ID: EMER53

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
200302-12.5 132101789-0069	3rd Floor - East Elevation - White/Gray Glue at Bird Protection Spikes	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
200302-13.1 132101789-0070	3rd Floor - North Elevation - Silicone Window Caulk at Window Frame - Gray	Various Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Analyst(s)

Kevin McKenzie (39)

Steve Grise, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-139, VT AL998919, ME LB-0039

Initial report from: 03/13/2021 16:31:46





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

132101789

Company: Emery Environmental Associates		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments	
Street: PO Box - E		Third Party Billing requires written authorization from third party	
City: Pawtucket	State/Province: RI	Zip/Postal Code: 02861	Country: USA
Report To (Name): Patrick Emery		Telephone #: 401-641-0074	
Email Address: emeryenvironmental@verizon.net		Fax #:	Purchase Order:
Project Name/Number: SEE BELOW		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken:		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

## Turnaround Time (TAT) Options\* - Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

### PLM - Bulk (reporting limit)

- ☒ PLM EPA 800/R-93/116 (<1%)  
☐ PLM EPA NOB (<1%) CALL FIRST  
 Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)  
 Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)  
☐ NIOSH 9002 (<1%)  
☐ NY ELAP Method 198.1 (friable in NY)  
☐ NY ELAP Method 198.6 NOB (non-friable-NY)  
☐ OSHA 10-191 Modified  
☐ Standard Addition Method

### TEM - Bulk

- ☐ TEM EPA NOB - EPA 800/R-93/116 Section 2.5.5.1  
☐ NY ELAP Method 198.4 (TEM)  
☐ Chatfield Protocol (semi-quantitative)  
☐ TEM % by Mass - EPA 800/R-93/116 Section 2.5.5.2  
☐ TEM Qualitative via Filtration Prep Technique  
☐ TEM Qualitative via Drop Mount Prep Technique

### Other

☒ Check For Positive Stop - Clearly Identify Homogenous Group

Date Sampled: 6.15.20 - 6.18.20

Samplers Name: PATRICK EMERY

Samplers Signature: *Pat A. Emery*

Sample #	HA #	Sample Location	Material Description
200302	1-1	5TH FLOOR - SOUTH ELEV.	"BLACK" CAULK @ WOOD
200302	1-2	5TH FLOOR - SOUTH ELEV.	WINDOW FRAME
200302	1-3	5TH FLOOR - WEST ELEV.	
200302	1-4	5TH FLOOR - WEST ELEV.	
200302	1-5	5TH FLOOR - NORTH ELEV.	
200302	1-6	5TH FLOOR - NORTH ELEV.	
200302	1-7	5TH FLOOR - EAST ELEV.	
200302	1-8	5TH FLOOR - EAST ELEV.	
200302	1-9	5TH FLOOR - EAST ELEV.	Y
200302	2-1	5TH FLOOR - SOUTH ELEV.	"WHITE" CAULK @ WOOD
Client Sample # (a): 200302 HA1-1		- 200302 HA13-1 Total # of Samples: 70	
Relinquished (Client): <i>Pat A. Emery</i>		Date: 3/11/2021 Time:	
Received (Lab):		Date: Time:	
Comments/Special Instructions: P# 200302-A PROJECT: PROVIDENCE CITY HALL @ 25 DORRANCE ST, PROV. RI			

REC'D  
EMSL-BOSTON  
MAR 11 2021  
drop box





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

132101789

EMSL ANALYTICAL, INC.  
5A CONSTITUTION WAY  
WOBURN, MA 01801  
PHONE: 781-933-8411  
FAX: 781-933-8412

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
200302	2-2	5 <sup>TH</sup> FLOOR - SOUTH ELEV.	WINDOW FRAME
200302	2-3	3 <sup>RD</sup> FLOOR - SOUTH ELEV.	
200302	2-4	2 <sup>ND</sup> FLOOR - SOUTH ELEV.	
200302	2-5	1 <sup>ST</sup> FLOOR - SOUTH ELEV.	
200302	2-6	2 <sup>ND</sup> FLOOR - WEST ELEV.	
200302	2-7	2 <sup>ND</sup> FLOOR - WEST ELEV.	
200302	2-8	2 <sup>ND</sup> FLOOR - NORTH ELEV.	
200302	2-9	3 <sup>RD</sup> FLOOR - NORTH ELEV.	
200302	2-10	3 <sup>RD</sup> FLOOR - NORTH ELEV.	
200302	2-11	2 <sup>ND</sup> FLOOR - NORTH ELEV.	
200302	2-12	4 <sup>TH</sup> FLOOR - EAST ELEV.	
200302	2-13	3/4 FLOOR - EAST ELEV.	
200302	2-14	3 <sup>RD</sup> FLOOR - EAST ELEV.	
200302	2-15	2 <sup>ND</sup> FLOOR - EAST ELEV.	
200302	2-16	2 <sup>ND</sup> FLOOR - EAST ELEV.	
200302	3-1	5 <sup>TH</sup> FLOOR - SOUTH ELEV. (ROOF CAP)	"BLACK" TAR/PATCH
200302	3-2	5 <sup>TH</sup> FLOOR - SOUTH ELEV. (GUTTER)	MATERIAL
200302	3-3	5 <sup>TH</sup> FLOOR - WEST ELEV. (ROOF CAP)	
200302	3-4	5 <sup>TH</sup> FLOOR - WEST ELEV. (SLATE SHINGLE)	
200302	3-5	5 <sup>TH</sup> FLOOR - NORTH ELEV. (SLATE SHINGLE)	
200302	3-6	5 <sup>TH</sup> FLOOR - NORTH ELEV.	
*Comments/Special Instructions:			

Page 2 of 4 pages

Controlled Document - COC-01 Asbestos Bulk - R4 - 09/10/2019

EMSL Analytical, Inc.'s (DBA: LA Testing) Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical Inc. constitutes acceptance and acknowledgment of all terms and conditions.

REC'D  
EMSL-BOSTON  
MAR 11 2021





EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

132101789

EMSL ANALYTICAL, INC.  
5A CONSTITUTION WAY  
WOBURN, MA 01801  
PHONE: 781-933-8411  
FAX: 781-933-8412

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
200302	3.7	5TH FLOOR - NORTH (MASTIC @ MASONRY)	↓
200302	3.8	5TH FLOOR - EAST ELEV.	
200302	4.1	5TH FLOOR - SOUTH ELEV. (GUTTER)	"GREY" CAULK
200302	4.2	5TH FLOOR - SOUTH ELEV. (BELOW WINDOW)	(PLIABLE/SILICONE)
200302	4.3	5TH FLOOR - WEST ELEV. (GUTTER)	↓
200302	4.4	5TH FLOOR - WEST ELEV. (GUTTER)	
200302	4.5	5TH FLOOR - NORTH ELEV. (CTR DOME @ MASONRY)	↓
200302	4.6	5TH FLOOR - NORTH ELEV. (GUTTER)	
200302	4.7	5TH FLOOR - EAST ELEV. (GUTTER)	↓
200302	5.1	5TH FLOOR - SOUTH ELEV.	"BLACK" PAPER @ SLATE SHINGLE (UNDERLAYMENT)
200302	5.2	5TH FLOOR - WEST ELEV.	
200302	5.3	5TH FLOOR - NORTH ELEV.	↓
200302	5.4	5TH FLOOR - EAST ELEV.	
200302	6.1	5TH FLOOR - SOUTH ELEV.	"BLACK" CAULK/SILICONE
200302	6.2	2ND FLOOR - SOUTH ELEV.	@ WINDOW SASH.
200302	6.3	1ST FLOOR - SOUTH ELEV.	↓
200302	6.4	5TH FLOOR - WEST ELEV.	
200302	6.5	3RD FLOOR - NORTH ELEV.	
200302	6.6	2ND FLOOR - NORTH ELEV.	
200302	6.7	5TH FLOOR - EAST ELEV.	
200302	6.8	2ND FLOOR - EAST ELEV.	

\*Comments/Special Instructions:

Page 3 of 4 pages

Controlled Document - COC-01 Asbestos Bulk - R4 - 09/10/2019

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REC'D  
MAR 11 2021





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

132101789

EMSL ANALYTICAL, INC.  
5A CONSTITUTION WAY  
WOBBURN, MA 01801  
PHONE: 781-933-8411  
FAX: 781-933-8412

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
200302	6.9	2 <sup>ND</sup> FLOOR / EAST ELEV.	↓
200302	6.10	5 <sup>TH</sup> FLOOR / EAST ELEV.	
200302	7.1	5 <sup>TH</sup> FLOOR - SOUTH ELEV. (GUTTER)	"SILVER" ROOF PAINT
200302	7.2	6 <sup>TH</sup> FLOOR - EAST ELEV. (ROOF VALLEY)	↓
200302	9.1	5 <sup>TH</sup> FLOOR - SOUTH ELEV.	MASONRY GROUT @
200302	9.2	5 <sup>TH</sup> FLOOR - WEST ELEV.	GRANITE "GREY"
200302	9.3	5 <sup>TH</sup> FLOOR - WEST ELEV.	↓
200302	9.4	5 <sup>TH</sup> FLOOR - NORTH ELEV.	
200302	9.5	5 <sup>TH</sup> FLOOR - NORTH ELEV.	
200302	9.6	2 <sup>ND</sup> FLOOR - EAST ELEV.	
200302	10.1	5 <sup>TH</sup> FLOOR WEST ELEV.	"GREEN" COATING @ COPPER
200302	11.1	5 <sup>TH</sup> FLOOR - WEST ELEV.	"LIGHT GREY" CAULK @ METAL BAR
200302	12.1	3 <sup>RD</sup> FLOOR - WEST ELEV.	"WHITE/GREY" GLUE @
200302	12.2	3 <sup>RD</sup> FLOOR - WEST ELEV.	BIRD PROTECTION SPIKES
200302	12.3	3 <sup>RD</sup> FLOOR - NORTH ELEV.	↓
200302	12.4	3 <sup>RD</sup> FLOOR - NORTH ELEV.	
200302	12.5	3 <sup>RD</sup> FLOOR - EAST ELEV.	
200302	13.1	3 <sup>RD</sup> FLOOR - NORTH ELEV.	SILICONE WINDOW CAULK
			@ WINDOW FRAME "GREY"
*Comments/Special Instructions:			

Page 4 of 4 pages

Controlled Document - COC-01 Asbestos Bulk - R4 - 09/10/2019

EMSL Analytical, Inc.'s (DBA: LA Testing) Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical Inc. constitutes acceptance and acknowledgment of all terms and conditions.

REC'D  
EMSL ANALYTICAL  
MAR 11 2021



***APPENDIX – C:***

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***ASBESTOS PROJECT CONSULTANT LICENSURE***





*State of Rhode Island and Providence Plantations*  
**DEPARTMENT OF HEALTH**  
**CENTER FOR HEALTHY HOMES & ENVIRONMENT – ASBESTOS PROGRAM**

**ASBESTOS CONSULTANT CERTIFICATION**

Pursuant to the Asbestos Abatement Act, Chapter 24.5 of Title 23 of the Rhode Island General Laws, and Regulation 216-RICR-50-15-1 – Asbestos Control, this license is hereby issued as designated below. This license is subject to all applicable rules, regulations, orders and notices of the Department of Health now or hereafter in effect and to any conditions delineated below.

**Certificate Holder:** PATRICK A EMERY  
**Address:** EMERY ENVIRONMENTAL ASSOCIATES  
PO BOX E  
PAWTUCKET RI 02861

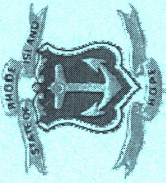
**Certification Number:** AMP00505  
**Type of Certification:** Asbestos Management Planner  
**Expiration Date:** 04/30/2020

Except as specifically provided otherwise in this Certificate, Certificate holders shall conduct their program in accordance with statements, procedures and representations contained in their application, including any attachments. Regulation 216-RICR-50-15-1 - Asbestos Control shall govern unless the statements, representations and procedures in the Certificate Holder's application and documentation are more restrictive than the regulations.

*Raquel Barrera*

**Raquel Barrera**  
**Sr. Community Program Liaison Worker**  
**Healthy Homes and Environment**





*State of Rhode Island and Providence Plantations*  
**DEPARTMENT OF HEALTH**  
**CENTER FOR HEALTHY HOMES & ENVIRONMENT – ASBESTOS PROGRAM**

**ASBESTOS CONSULTANT CERTIFICATION**

Pursuant to the Asbestos Abatement Act, Chapter 24.5 of Title 23 of the Rhode Island General Laws, and Regulation 216-RICR-50-15-1 – Asbestos Control, this license is hereby issued as designated below. This license is subject to all applicable rules, regulations, orders and notices of the Department of Health now or hereafter in effect and to any conditions delineated below.

**Certificate Holder:** PATRICK A EMERY  
**Address:** EMERY ENVIRONMENTAL ASSOCIATES  
PO BOX E  
PAWTUCKET RI 02861

**Certification Number:** AI00505  
**Type of Certification:** Asbestos Inspector  
**Expiration Date:** 04/30/2020

Except as specifically provided otherwise in this Certificate, Certificate holders shall conduct their program in accordance with statements, procedures and representations contained in their application, including any attachments. Regulation 216-RICR-50-15-1 - Asbestos Control shall govern unless the statements, representations and procedures in the Certificate Holder's application and documentation are more restrictive than the regulations.

*Raquel Barrera*

---

**Raquel Barrera**  
**Sr. Community Program Liaison Worker**  
**Healthy Homes and Environment**





*State of Rhode Island and Providence Plantations*  
**DEPARTMENT OF HEALTH**  
**CENTER FOR HEALTHY HOMES & ENVIRONMENT – ASBESTOS PROGRAM**

**ASBESTOS CONSULTANT CERTIFICATION**

Pursuant to the Asbestos Abatement Act, Chapter 24.5 of Title 23 of the Rhode Island General Laws, and Regulation 216-RICR-50-15-1 – Asbestos Control, this license is hereby issued as designated below. This license is subject to all applicable rules, regulations, orders and notices of the Department of Health now or hereafter in effect and to any conditions delineated below.

**Certificate Holder:** PATRICK A EMERY  
**Address:** EMERY ENVIRONMENTAL ASSOCIATES  
PO BOX E  
PAWTUCKET RI 02861

**Certification Number:** APD00505  
**Type of Certification:** Asbestos Project Designer  
**Expiration Date:** 04/30/2020

Except as specifically provided otherwise in this Certificate, Certificate holders shall conduct their program in accordance with statements, procedures and representations contained in their application, including any attachments. Regulation 216-RICR-50-15-1 - Asbestos Control shall govern unless the statements, representations and procedures in the Certificate Holder's application and documentation are more restrictive than the regulations.

*Raquel Barrera*

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**Raquel Barrera**  
**Sr. Community Program Liaison Worker**  
**Healthy Homes and Environment**



***APPENDIX – D:***

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***ASBESTOS TESTING LABORATORY LICENSURE***



*State of Rhode Island and Providence Plantations*  
**DEPARTMENT OF HEALTH**  
**CENTER FOR HEALTH HOMES & ENVIRONMENT – ASBESTOS PROGRAM**

**ASBESTOS ANALYTICAL SERVICES CERTIFICATION**

Pursuant to the Asbestos Abatement Act, Chapter 24.5 of Title 23 of the General Laws of Rhode Island, and Regulation 216-RICR-50-15-1 - Asbestos Control, this Certificate is hereby issued as designated below. This Certificate is subject to all applicable rules, regulations, orders and notices of the Department of Health now or hereafter in effect and to any conditions delineated below.

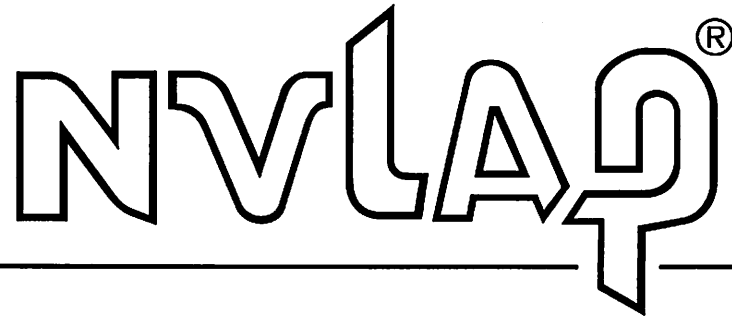
Certificate Holder: EMSL ANALYTICAL INC  
Address: 5 CONSTITUTION WAY UNIT A  
WOBURN MA 01801  
  
Certification Number: PLM000139  
Expiration Date: 04/30/2020  
Type of Certification: Analytical Service - PLM

Except as specifically provided otherwise in this Certificate, Certificate Holders shall conduct their program in accordance with statements, procedures and representations contained in their application, including any attachments. Regulation 216-RICR-50-15-1 - Asbestos Control shall govern unless the statements representations and procedures in the Certificate Holder's application and documentation are more restrictive than the Regulation.

*Raquel Barrera*

**Raquel Barrera**  
**Sr. Community Program Liaison Worker**  
**Healthy Homes and Environment**

United States Department of Commerce  
National Institute of Standards and Technology



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**Certificate of Accreditation to ISO/IEC 17025:2017**

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NVLAP LAB CODE: 101147-0

**EMSL Analytical, Inc.**  
Woburn, MA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

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2019-07-01 through 2020-06-30

Effective Dates

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For the National Voluntary Laboratory Accreditation Program

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**EMSL Analytical, Inc.**  
5 Constitution Way, Unit A  
Woburn, MA 01801  
Mr. Steve Grise  
Phone: 781-933-8411 Fax: 981-933-8412  
Email: [sgrise@emsl.com](mailto:sgrise@emsl.com)  
<http://www.emsl.com>

**ASBESTOS FIBER ANALYSIS**

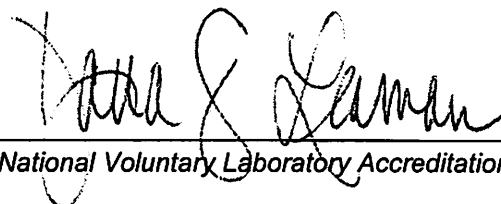
**NVLAP LAB CODE 101147-0**

**Bulk Asbestos Analysis**

<b><u>Code</u></b>	<b><u>Description</u></b>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<b><u>Code</u></b>	<b><u>Description</u></b>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



*For the National Voluntary Laboratory Accreditation Program*

***APPENDIX – E:***

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***PROJECT BLUEPRINT'S***

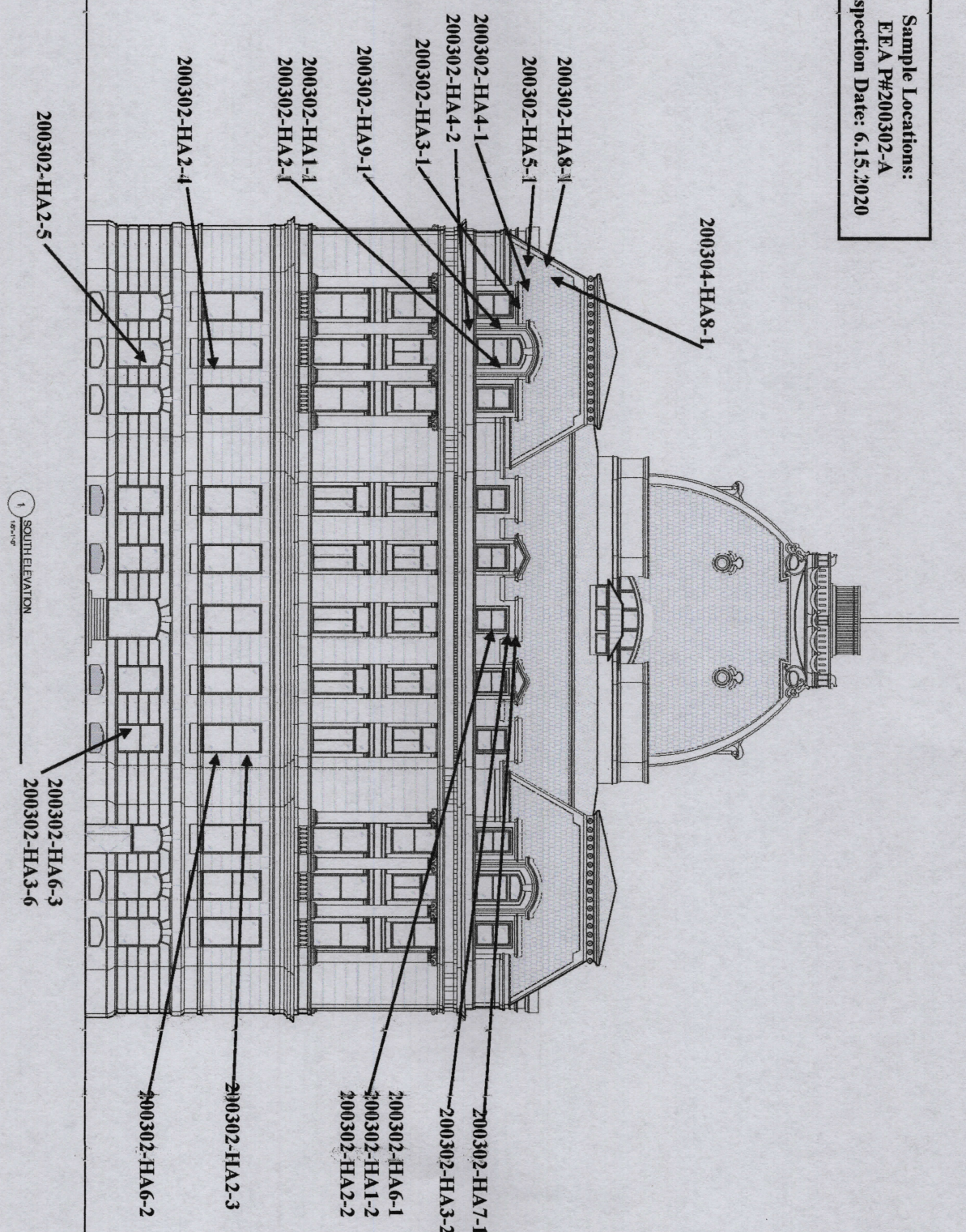
***Environmental Consulting and Mitigation Contractors***  
***Lead Paint \* Asbestos \* Mold \* Indoor Air Quality***







Sample Locations:  
EEA P#200302-A  
Inspection Date: 6.15.2020

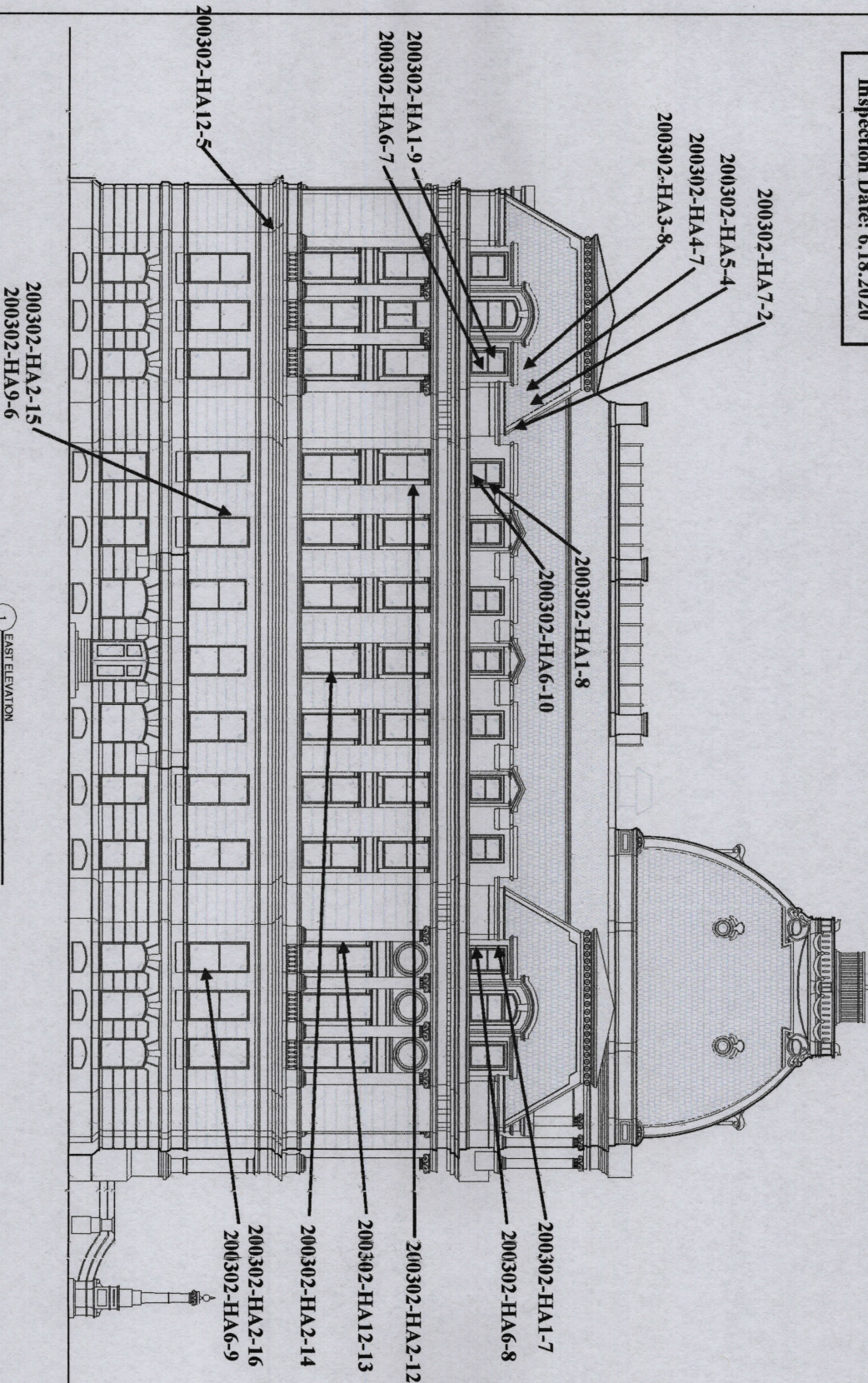


1 SOUTH ELEVATION

Building Enclosure Science Innovative. Sustainable. Beautiful.	
PROVIDENCE CITY HALL 35 CORNELL STREET PROVIDENCE, RI 02903	
CITY OF PROVIDENCE 25 CORNELL STREET PROVIDENCE, RI 02903	
PROJECT NO. R202 DRAWING NO. 02-000-000 SCALE AS SHOWN DATE	ORIENTATION NORTH ORIENTED UP
SOUTH ELEVATION	
R2.02	



**Sample Locations:**  
**EEA P#200302-A**  
**Inspection Date: 6.18.2020**



1 EAST ELEVATION  
 1/8" = 1'-0"



**Building Enclosure Systems**  
 Building Enclosure Systems, Inc.  
 1000 North 10th Street  
 Providence, RI 02903  
 Phone: 401.863.1234  
 Fax: 401.863.1235  
 Email: info@buildingenclosuresystems.com

**PROVIDENCE CITY HALL**

35 DORRANCE STREET  
 PROVIDENCE, RI 02903

**CITY OF PROVIDENCE**

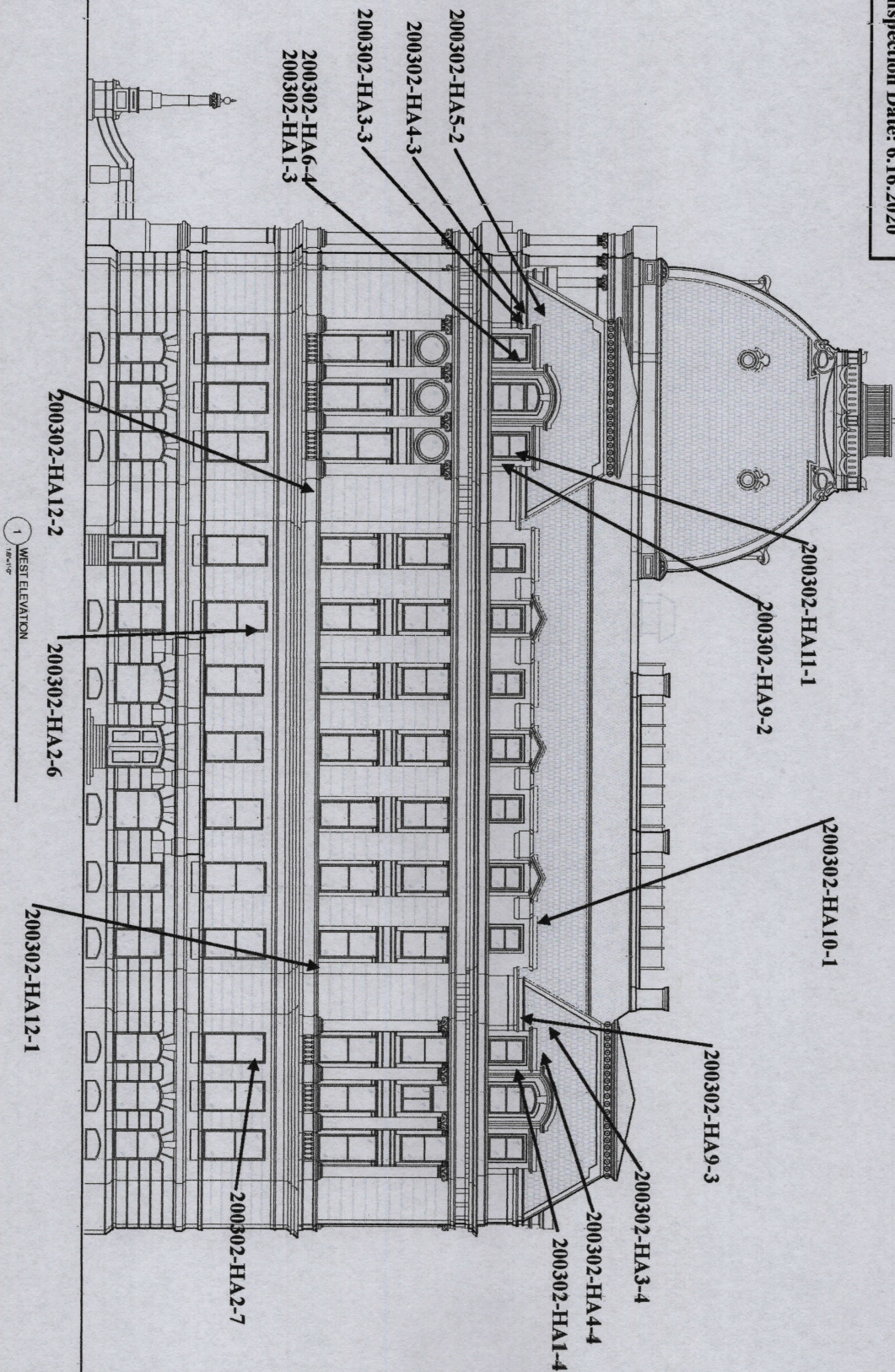
35 DORRANCE STREET  
 PROVIDENCE, RI 02903

**EAST ELEVATION**

**R2.03**



**Sample Locations:**  
**EEA P#200302-A**  
**Inspection Date: 6.16.2020**



		<b>PROVIDENCE CITY HALL</b> 85 DORRANCE STREET PROVIDENCE, RI 02909	<b>CITY OF PROVIDENCE</b> 500 WASHINGTON STREET PROVIDENCE, RI 02909	PROJECT NO. 19-003 DRAWING NO. 19-003-001 SCALE: 1/8" = 1'-0" DATE: 06/16/2020	WEST ELEVATION R2.04
				DO NOT SCALE DRAWING	



# 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.

DRAFT 1-30-2024

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.

**AGREEMENT** made as of the « » day of « » in the year «2024 »  
(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)

« »« »  
« »  
« »  
« »

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

«City Hall Building Enclosure Condition Assessment and Restoration Design Services »  
« »  
« »

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

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« The Owner's Program is defined in the project description contained within the Request for Proposals, **SEE EXHIBIT A** Entitled "Owner's Program/RFP Package"

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**SEE EXHIBIT A »**

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

*(Provide total and, if known, a line item breakdown.)*

**« SEE EXHIBIT A »**

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

.1 Design phase milestone dates, if any:

« See **EXHIBIT "A"** – Architect's Schedule shall be maintained as a "Living Schedule". The Architect 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. The schedule shall minimally capture dates of (or where applicable, periods of elapsed time) anticipated for all evaluations, Owner review periods 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 schedule 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.

»

»

«

»

**§ 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.)

**§ 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.)

« »

**§ 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)

- 1
- 2
- 3

The building and System elements defined above shall be designed to meet a minimum of LEED® (Leadership in Energy and Environmental Design) \_\_\_\_\_ 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® \_\_\_\_\_ 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® \_\_\_\_\_ 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.

This project will not impact a high enough percentage of the building's volume to trigger the Rhode Island Green Buildings Act and therefore the new design is not required to meet LEED sustainability standards. However, the Owner does wish to improve the energy efficiency of the building as much as is feasible within the project budget. Therefore, as part of the design phases, the Architect shall make design recommendations to improve building insulation and reduce energy usage where practical as part of this restoration project.

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

«Dan Kittridge  
Capital Improvements Project Manager »  
«25 Dorrance Street »  
«Providence, RI 02903 »  
«(401) 473-8418 »  
« »  
« »

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

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

« »  
« »  
« »  
« »  
« »  
« »

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
○ (List name, legal status, address, and other contact information.)

The Architects Team shall include qualified firms and staff that provide the following 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.

- Complete Architectural Services and Code Analysis.
- Structural Engineering for New Facilities and Systems.
- Structural Engineering for Demolition Requires.
- Building Enclosure Engineering
- Mechanical Engineering (HVAC, and Specialty Services for Ice Rinks and Other Similar Systems and assemblies).
- Electrical Engineering for Site and Facility Systems.
- Low Voltage Electrical Services.
- Plumbing Engineering.
- Fire Protection Engineering.
- Site Civil Engineering.
- Surveyors to complete missing components not provided by the Owner
- Interior Design Services Inclusive of Coordinated Services with Both Electrical and Low Voltage Engineering.
- Security Design and Consultants.
- Facility Hardening as may be required.
- Permitting Administration.
- Design Team Cost Estimate of Probable Costs.
- Real-Time 3<sup>rd</sup> Party Cost Estimating Services that provides a check and balance of the Design Teams Cost Estimates.
- Commissioning.
- LEED as Defined in Section 1.1.7.1
- Scheduling Consultant.
- Historic Preservation Specialist
- Coordinator of Phasing.
- Building Information Modeling.
- Rendering and Presentation Materials
- As Designed and Constructed Record Documents.
- Maintenance of Conformance/Confirmed Document Sets.
- Digital Document Library for all Team Members, The Owner, and PPBA (NOT an FTP Site)
- Other Disciplines and Tasks the Design Team sees as being required to thoroughly execute the project deliverables.

The services and disciplines defined above shall make up the members of the “Design Team” working under the supervision of a single firm or partnership approved by the Owner that will be responsible to Develop and Deliver complete documents, for Pre-Design, Finalize Site Analysis, provide Schematic Design, Phasing Plans, Design Development, Final Design, Construction Documents, Bidding Documents Phase including advertising and Administration of Bidding Phase, Construction Contract Administration and Post Construction Close-Out Services.

« »

#### § 1.1.12.2 Consultants retained under Supplemental Services:

« See EXHIBIT B »

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

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User Notes: PPBA and City

(863196020)



«N/A »

§ 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.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed and licenses are current in the jurisdiction where the Project is located to provide the services required by this 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 milestone 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 «Two Million Dollars » (\$ «2,000,000 » ) per claim and in the aggregate.

§ 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 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 effect for at least three (3) years from date of Substantial Completion. Certificates of Insurance coverage are included in **EXHIBIT C**.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Refer to Section 1.1.12 of the Team that should make up the Architects 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. 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 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 National Grid Electric, National Grid 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 notification 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 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, 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 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 Architect's Proposal for Scope of Basic Services is attached hereto as **EXHIBIT B**.

§3.1.9 As part of the Basic Services provided by the Architect, during the tenth (10<sup>th</sup>) month after the Date(s) of Substantial Completion Date and the 20<sup>th</sup> month after final completion, the Architect shall visit the Project to review the Work and shall prepare a report to be issued to the Owner (and, at the Owner's direction, to the Contractor) indicating outstanding Work to be corrected and warranty issues to be addressed by the Contractor. To the extent that services of the Architect (other than the on-site review and preparation of this report) (a) are required for the Contractor's correction of the work or the Contractor's satisfaction of warranty requirements, (b) are requested in writing by the Owner, and (c) are not required in whole or in part as a result of the Architect's failure, in whole or in part, to fully perform his services, such services shall be considered a Change in Services for which the Architect will be reasonably compensated.

The Architect shall assure that all document templates 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.

The Design Team shall include as part of their base costs the fee for professional third party Professional Cost Estimating Services and deliver probable estimated costs at various milestones here-in defined.

The first Probable Cost Estimate is to be provided at the completion of the Schematic Design Phase. This estimate will establish the Project Construction Budget as approved by the Owner and may have to be Value Engineered to align with the projected project value before moving forward

A second Probable Cost Estimate will be required at the at the completion of the Design Development Phase

A third Probable Cost Estimate will be required at the 90% Construction Document Phase. It is expected that the estimate be maintained as a living (Active) document. between the Schematic- Design Phase and 90% Design Development Phase Submission. This will allow value engineering to be done in real-time as the project timeline progresses.

A Final cost estimate shall be provided that makes adjustments to the 90% Construction Document Probable Estimated Cost to reflect deducted or added scope creep incurred in the finalization of the Construction Documents.

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

At Minimum the Estimates shall be clearly broken out to include but not be limited to Demolition, Site Improvements, Public and Private Utilities, Relocation of Utilities, Building Costs, Various Site Amenities, and Features by Feature/Element, FFE, Security, Data, Audio Visual, and other Hard Costs as well as all Soft Costs.

Estimates shall include:

- All Hard Costs
- All Soft Costs...
- Perming Cost
- General Conditions
- Cost of Public Works
- Contractor/Subcontractor Overhead and Provide
- Escalation from Bid Date through Anticipated Project Completion
- Market Conditions
- On-Going and Current Design Modifications
- Design Modification (Schematic to Construction Document) Contingency
- Construction Contingency
- Owner Contingency
- Allowances
- Prevailing Wage
- Tax Exemption for materials incorporated in the project.
- Schedule Impacts
- Winter Conditions or Shutdowns
- Must Clearly Flag all High-Cost Systems

Copies of Estimates shall be provided in unlocked MS Excel Formed Documents for review and comment as well as PDF. The architect shall provide notice of these requirements to the estimating firm.

After a thorough review of the cost estimates, if the probable cost estimate (s) are over the construction budget established and approved in the Design Development Phase the Owner shall reserve the right to initiate value engineering and the architect shall provide redesign services at no additional costs to the Owner, terminate the contract or continue with services. Termination of the contract shall be considered "Termination for Convenience" The Architect at that juncture has no basis of a claim for damages for lost profits for work not performed moving forward. The Owner has the right to use all current work products in the event the agreement is terminated.

### § 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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

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 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 assisting the Owner in 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.

§ 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 assisting the Owner in conducting 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, which will be issued upon Construction Award. 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 D** (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 and defined in Section 3.19.

##### § 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, 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.

.2 that it is for 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 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 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	Architects Base Contract
§ 4.1.1.4 Existing facilities surveys	Architects Base Contract
§ 4.1.1.5 Site evaluation and planning	Architects Base Contract
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architects Base Contract
§ 4.1.1.9 Landscape design	N/A
§ 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	Architects Base Contract
§ 4.1.1.13 On-site project representation	Construction Administration and Site Visits as Defined as part of Architects Base Contract
§ 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	N/A
§ 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	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 1.1.12



Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.28 Other Supplemental Services	As may be defined in Document Set

#### §4.1.1.29 Digital Online Document Library

The Design Team shall be required to provide access through a quality On-Line Web Based Library System (NOT FTP) that provides a Team Collaboration Component, Document Exchange Centers and overall, of Sharing Project Information. This shall be carried out in a secure environment (username and password) that allows items such as but not limited to...

Document Libraries  
Drawing Libraries  
Request for Information  
Sketch Libraries  
Project Calendars  
Project Contacts (Active)  
Sub-Contractor Lists (Active)  
Field Reports  
Meeting Minutes  
Active Submittals Received and Approved including Content  
Active and Approved Shop Drawings Received and Approved including Content

This library and data system shall be used by the Owner and the Design Team and ultimately be the exchange depository of all Plans, Specifications, Submittals, Shop Drawings, and other libraries for the proper administration and sharing of key information between the Design Team, Contractor and Owner as it related to the Project. Therefore, the system must have the capability of Security Trimming. The minimum requirements of the system shall be that the Owner, Design Team Members, and the Prime Contractor have 24x7x365/366 access to the system for the duration of the project and not less than 24 Months after the final close out of the project. The Design team is responsible for all fees for Seats (Owner requires Employee User Seats) and the Administration of the system.

The systems need to allow downloads of documents, lists and libraries of the information posted to the end users computers as needed to assure local files. Furthermore, the Document System shall be capable of End-User Notification via E-Mail of site activity and events related to the project in real-time (event-based).

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

The Owner currently uses Monday.com as a web-based platform for storing and sharing project documents and coordinating communications with architects and contractors. The Owner strongly recommends that Monday.com be used for the purposes defined above for this project, but if there is an alternative system which meets the requirements of this section, the Design Team may propose its use.

#### § 4.1.1.30 (Deleted)

§ 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:

- Advise the Owner of Alternates, Allowances and Unit Cost (where Applicable) as required.
- 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
  - 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 the 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 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.

#### § 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:

- 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 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 6 Consultation concerning replacement of Work resulting from fire or other cause during construction;

#### § 4.2.2 (Deleted)

§ 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 «Two» ( «2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «Two» ( «2 » ) visits weekly to the site by the Architect and each Subconsultants.Discipline during construction or as otherwise defined herein.
- .3 « Two » ( « 2 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents or as otherwise defined herein.
- .4 « 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-Six» ( «36» ), 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

§ 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

§ 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

§ 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

§ 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 Architect 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**

### **§ 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, 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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year 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 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 Owner in 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 B

§ 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)

« »

§ 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 E »

§ 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 F** and those rates shall be used for additional serves as may be required.

«SEE EXHIBIT E »

« »

§ 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 Owner. The initial 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 (	«15 »	%)
Design Development Phase	« »	percent (	«20 »	%)
Construction Documents Phase	« »	percent (	« 35 »	%)
Procurement Phase	« »	percent (	«5 »	%)
Construction Phase	« »	percent (	«20 »	%)
Close Out Phase			5%	
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 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 in Exhibit F »

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;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .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;
- .6 Expense of overtime work requiring higher than regular rates, if 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 if including Basic Services);
- .8
- .9 All taxes levied on reimbursable expenses;
- .10
- .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 as defined in the RFP

§ 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 Exhibit G.**

##### § 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 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.)*

«0 » % «Zero Percent »

##### § 11.10.2.2

§ 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.

- 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. 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.

- 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.

- 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** (Deleted)

**Commented [DK1]:** This is funded by CIP, not ARPA, so there's no imminent concerns of the money expiring in the lifetime of the project.

**12.8** 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, 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

## **12.9 ALLOWANCES**

« »

### **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.)



« »

[ «X» ] 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.)

«AIA A201 – 2017 Edition - See EXHIBIT D »

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

«See EXHIBITS A through H »

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

**PROVIDENCE PUBLIC BUILDINGS  
AUTHORITY**

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

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

# **EXHIBIT LIST**

**In Relation To  
AIA Document B103**

**Dated \_\_\_\_\_, 2024**

**by and between  
Providence Public Buildings Authority  
Owner**

**and**

**Architect**

**Project: City Hall Building Enclosure Condition Assessment  
And Restoration Design Services**

<b>EXHIBIT A</b>	<b>Owner's Program/RFP Package</b>
<b>EXHIBIT B</b>	<b>Architect's Proposal</b>
<b>EXHIBIT C</b>	<b>Architect's Professional Liability Insurance and General Insurance</b>
<b>EXHIBIT D</b>	<b>AIA Document A201 2017 Edition, as modified (not prepared as yet)</b>
<b>EXHIBIT E</b>	<b>Additional Services of Architect (See Contract)</b>
<b>EXHIBIT F</b>	<b>Architect's Hourly Billing Rate (See Contract)</b>
<b>EXHIBIT G</b>	<b>Architect's Fee (See Contract)</b>
<b>EXHIBIT H</b>	<b>Consultant's Service (See Contract)</b>