Procurement #: MT#49367>

CITY OF PROVIDENCE, RHODE ISLAND

Department:

RFP Title: Design and Engineering Services for Phase II RIDE Submission

Opening Date: 05/19/2025

Addendum #: 2

Issue Date: 05/09/2025

The purpose of this addendum is:

To provide an update on the schedule of when work should be completed and also to provide exhibits for further guidance on project development, background on the project and a contract draft.

Providence City Hall
25 Dorrance Street
Providence, RI 02903

ANGÉLICA INFANTE-GREEN
Commissioner

JAVIER MONTAÑEZ
Superintendent

Providence Schools

Providence Public School District
Office of the Superintendent
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9100
fax 401.456.9284
www.providenceschools.org

February 12, 2025

Joseph da Silva, Ph.D., NCARB, REFP
School Construction Coordinator
School Building Authority
Rhode Island Department of Education
255 Westminster Street
Providence, RI 02903

Dear Dr. da Silva:

The Providence Public School District located in the Town of Providence, Rhode Island intends to seek a Necessity of School Construction Application approval in accordance with the RIDE School Construction Regulations.

The district agrees to fund an Architectural Feasibility Study/Facility Master Plan necessary to complete the Necessity of School Construction application. The LEA acknowledges that it received the Owner's Project Manager, Educational Facility Planner, and Commissioning Agent templates provided by RIDE and will use these templates to procure necessary services.

The LEA agrees to procure the services of an independent engineering Commissioning Agent Services for projects, pursuant to the School Construction Regulations. All building inspections will be completed by August 1st, pursuant to Rhode Island General Law 16-21-3. The LEA has updated its Asset Protection Plan on ERIDE and authorizes RIDE to use this submission to satisfy the Asset Protection requirement.

I will be the point of contact for the application process. They can be reached via email (Javier.montanez@ppsd.org) or by phone (401-413-6428).

Sincerely,

Dr. Javier Montañez
Superintendent of Schools

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Initial Compliance Certification

This Initial Compliance Certification ("ICC") must be completed by all Applicants, as defined by RIDE School Construction Regulation (SCR) 200-RICR-20-05-4.3.A.1, who intend to submit a Necessity of School Construction ap- plication to the Rhode Island School Building Authority (the "Authority"), as defined by to R.I.G.L. 16-105.2. *The Authority will not consider a District, as defined by RIDE School Construction Regulation (SCR) 1.01, to be eligible for School Housing Aid or School Building Authority Capital Funding until after the District has properly submitted an ICC and received Council on Elementary and Secondary Education approval.*

1. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with R.I.G.L. 16-7-35 through 16-7-45 and RIDE SCR 200-RICR-20-05-4 *et seq.* which require the Authority's collaboration and approval at each step of the Necessity of School Construction approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for state aid.

2. The District hereby certifies that it will study and consider all available options for remedying the deficiencies identified through the Necessity process, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

3. The District hereby acknowledges and agrees that, before the Council on Elementary and Secondary Education can grant final approval of a Project, the District must submit documentation of community support, including City/Town Council and School Committee approvals, vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget, as agreed to by the Authority and as described in RIDE SCR RIDE SCR 200-RICR-20-05-4.

4. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms (certifications, statements, affidavits, and agreements) established or developed by the Authority.

5. The District hereby acknowledges and agrees that it will notify RIDE in writing six months prior to the sale, lease, demolition or other removal from service of any school facility in the district's jurisdiction, or portion thereof. Where a building that has received school construction payments from RIDE for a building that has not remained in service for 50 years, RIDE may recapture at its discretion a portion of the State aid.

6. The District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues, as identified through the Necessity of School Construction process, or as otherwise determined by the Authority. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and

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their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants, and relationship to other community facilities in accordance with the School Construction Regulations.

7. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, shall have a useful life of fifty (50) years as a public school in the District as required by RIDE SCR 200-RICR-20-05-4.

8. The District hereby acknowledges and agrees that it shall procure the necessary professionals to conduct any necessary assessments, develop an educational program and specification, design and engineer Ap- proved Projects, and manage construction. The necessary professional must monitor compliance with the regulations through the design and construction process to ensure that all building systems are in compliance with regulations and are consistent with all plans, construction documents, and cost estimates as required by RIDE SCR 200-RICR-20-05-4.

9. The District hereby certifies that it has specifically read the provisions of RIDE School Construction Regulations RIDE SCR 200-RICR-20-05-4 and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for disapproval of the District's application.

District Name: Providence Public Schools

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

By: Dr. Javier Montañez
Title: Superintendent of Schools
Date: February 12, 2025

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

By: John Arzoomanian
Title: Director of Public Property
Date:

ANGÉLICA INFANTE-GREEN
Commissioner

JAVIER MONTAÑEZ
Superintendent

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February 12, 2025

Dr. Mario Carreño,
Chief Operating Officer
Rhode Island Department of Education
255 Westminster Street
Providence, RI 02903

Dear Mr. Carreño:

In accordance with RIDE School Construction Regulations 200-RICR-20-05-4, attached for your review and apapproval is the membership of the School Building Committee for Providence Public School District located in Providence, RI.

The Committee was formed in accordance with the provisions of all applicable statutes, local charters, by-laws and agreements of the Providence School District. Committee Members include the following:

Name	Designation	Voting Member
Dr. Javier Montañez	Superintendent of Schools	Yes
Melissa Hughes/George Matouk	School Board Member	Yes
Kyle Delgado	City Council President or delegate	Yes
Scott Barr / Christina Gibbons	School Principal	Yes
John Arzoomanian	Director of Public Property	Yes
Zachary Scott	District Administration office	Yes
Brian Darrow	Representative of Dept. of Ed	Yes
Lawrence Mancini	Local budget official or member of the local finance committee	Yes
Vacant	Community member with architecture, engineering and/or construction experience	Yes
Dr. Javier Montañez/Zach Scott	A member who has knowledge of the educational mission and function of the facility	Yes

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Vacant	A current student representative (MS/HS) or Student Adv. Council	No
Alexis Lamb	Parent Representatives (1)	Yes
David Salvatore	Parent Representatives (2)	Yes
Vacant	Member of the Superintendent's Teacher Cabinet	No

ELECTION OF OFFICERS
As per Providence School Building Committee By-law Article IX. Subcommittees, the Building Committee shall elect its own officers to include: Chair, Vice Chair(s), and Secretary.

Role	Name
Chair	Superintendent, Dr. Javier Montañez
Vice Chair	Deputy Superintendent of Operations, Zachary Scott
Secretary	VACANT

Table: Valid as of February 1, 2025

After approval of this committee by the Authority, the Providence Public School District will notify the Authority in writing within 20 calendar days of any changes to the membership or the duties of said committee.

Sincerely,

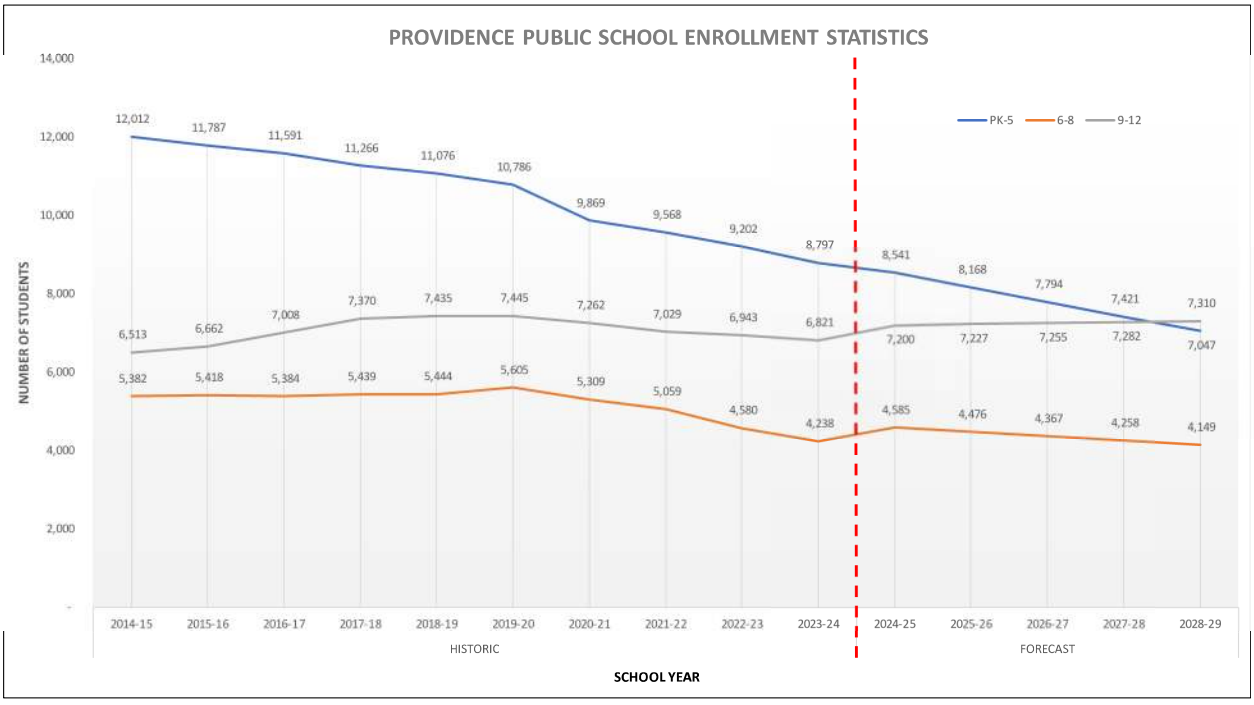
Dr. Javier Montañez
Superintendent of Schools

Summarize enrollment projections for the next five years by grade with a brief analysis (increases/decreases from year to year shown in actual numbers or percentages) of how the data supports the need for the project. Local enrollment projections should be supported by those from an outside source. Include summary of community data, e.g. population, housing stats, birth rates, or immigration estimates, and an analysis of how the data supports the need for the project. The enrollment projections must also be compared to and reconciled with those provided by Jacobs in the Statewide Assessment.

DEMOGRAPHIC ANALYSIS

Enrollment projections have been made utilizing historical enrollment data as the base and are shown below. As can be seen, enrollment throughout the School Department is expected to increase overall by 2.6% through the 2028-29 school year, with elementary enrollments (Grades PK-5) decreasing by 19.9%, middle school enrollments (Grades 6-8) decreasing by 2.1%, and high school enrollments (Grades 9-12) increasing by 7.2%, all over the figures for the 2023-24 school year.

PROVIDENCE PUBLIC SCHOOLS ENROLLMENT STATISTICS															
	HISTORIC										FORECAST				
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
PK-5	12,012	11,787	11,591	11,266	11,076	10,786	9,869	9,568	9,202	8,797	8,541	8,168	7,794	7,421	7,047
6-8	5,382	5,418	5,384	5,439	5,444	5,605	5,309	5,059	4,580	4,238	4,585	4,476	4,367	4,258	4,149
9-12	6,513	6,662	7,008	7,370	7,435	7,445	7,262	7,029	6,943	6,821	7,200	7,227	7,255	7,282	7,310
Total	23,907	23,867	23,983	24,075	23,955	23,836	22,440	21,656	20,725	19,856	21,559	21,262	20,964	20,666	20,368

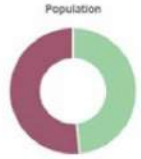


PROVIDENCE COMMUNITY DEMOGRAPHICS

What is the population of Providence?

There are 188,812 residents in Providence, with a median age of 32.1. Of this, 48.36% are males and 51.64% are females. US-born citizens make up 65.13% of the resident pool in Providence, while non-US-born citizens account for 19.54%. Additionally, 15.33% of the population is represented by non-citizens.
A total of 158,027 people in Providence currently live in the same house as they did last year.

		Y-o-Y Change
Total Population	188,812	5.2%
Male Population	91,308	6.1%
Female Population	97,504	4.4%



	Male population	48.36%
	Female population	51.64%

		Y-o-Y Change
Median Age	32.1	2.9%
Citizen US Born	122,980	5.5%
Citizen not US Born	36,888	6.5%
Not Citizen	28,944	2.4%

Citizen US Born	65.13%	
Citizen not US Born	19.54%	
Not Citizen	15.33%	

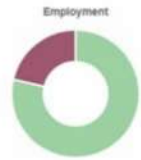
		Y-o-Y Change
Moved from Abroad	2,197	-12.8%
Moved from Same County	14,532	-16.8%
Moved from Same State	1,589	-6.3%
Moved from Different State	9,970	12.6%
Same House as Last Year	158,027	7.9%

Moved from Abroad	1.18%	
Moved from Same County	7.8%	
Moved from Same State	0.85%	
Moved from Different State	5.35%	
Same House as Last Year	84.82%	

What are the employment statistics in Providence?

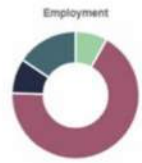
White-collar workers make up 78.62% of the working population in Providence, while blue-collar employees account for 21.38%. There are also 7,331 entrepreneurs in Providence (8.14% of the workforce); 60,681 workers employed in private companies (67.37%); and 7,964 people working in governmental institutions (8.84%).

		Y-o-Y Change
White Collar	70,814	7.4%
Blue Collar	19,261	8.3%



White Collar	78.62%	
Blue Collar	21.38%	

		Y-o-Y Change
Self Employees	7,331	19.3%
Private Companies	60,681	6.9%
Governmental Workers	7,964	7.7%
Not for Profit Companies	14,099	5.0%

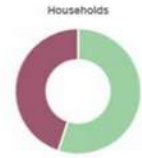


Self Employees	8.14%	
Private Companies	67.37%	
Governmental Workers	8.84%	
Not for Profit Companies	15.65%	

How many households are there in Providence?

There are a total of 67,974 households in Providence, each made up of around 3 members. Family establishments represent 55.15% of these Providence households, while non-family units account for the remaining 44.85%. Additionally, 30.6% of households have children and 69.4% of households are without children.

		Y-o-Y Change
Total Households	67,974	5.9%
Average People Per Household	3	-0.4%
Family Households	37,487	4.7%
Non-family Households	30,487	7.4%



Family Households	55.15%	
Non-family Households	44.85%	

		Y-o-Y Change
Households with Children	20,800	2.5%
Households without Children	47,174	7.5%

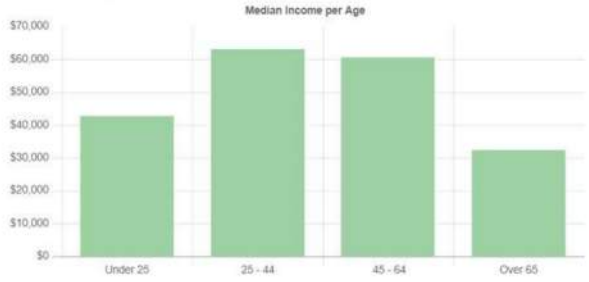
Households with Children	30.6%	
Households without Children	69.4%	

What are the median and average incomes in Providence?

top

The average annual household income in Providence is $83,046, while the median household income sits at $55,787 per year. Residents aged 25 to 44 earn $63,132, while those between 45 and 64 years old have a median wage of $60,638. In contrast, people younger than 25 and those older than 65 earn less, at $42,749 and $32,381, respectively.

		Y-o-Y Change
Average Household Income	$83,046	11.5%
Median Household Income	$55,787	13.7%
People below Poverty Level	36,436	-1.0%
People above Poverty Level	135,050	7.5%

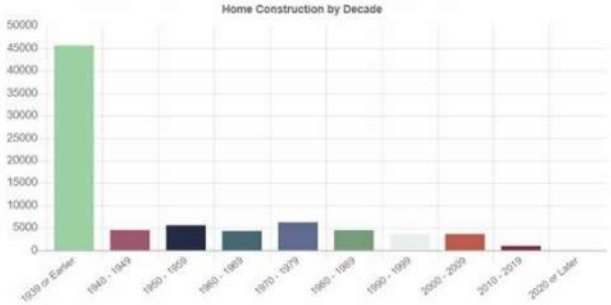


How many homeowners and renters are there in Providence?

top

There are 79,103 housing units in Providence, and the median year in which these properties were built is 0. Of the 67,974 occupied housing units in Providence, 40.08% are owner-occupied, while 59.92% have renters living in them.
Meanwhile, properties bought with mortgages account for 73.6% of the units, and the median value of a home with a mortgage is $245,400. In general, housing costs reach $1,242 per month in Providence.

		Y-o-Y Change
Housing Units	79,103	5.8%
Built in 1939 or Earlier	45,653	8.3%
Built between 1940 and 1949	4,518	-1.6%
Built between 1950 and 1959	5,580	-3.0%
Built between 1960 and 1969	4,304	-6.5%
Built between 1970 and 1979	6,243	-2.4%
Built between 1980 and 1989	4,496	17.3%
Built between 1990 and 1999	3,658	8.0%
Built between 2000 and 2009	3,632	3.5%
Built between 2010 and 2019	963	N/A
Built in 2020 or Later	56	N/A



		Y-o-Y Change
Occupied Housing Units	67,974	5.9%
Owner Occupied	27,243	12.2%
Renter Occupied	40,731	2.1%

		Y-o-Y Change
With Mortgage	20,052	12.8%
Without Mortgage	7,191	10.5%
Median Value with Mortgage	$245,400	11.4%
Median Value without Mortgage	$261,300	6.9%
Median Housing Costs per Month	$1,242	8.5%

What is the level of education in Providence?

top

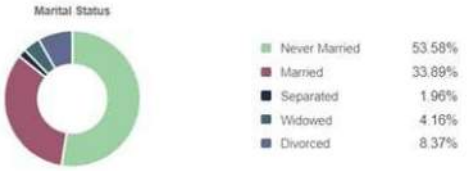
Approximately 38.03% of the population in Providence holds a high school degree (that's 56,517 residents), while 21.31% have attained a college certificate (23,265 locals) and 15.77% have a bachelor's degree (23,443 people).

		Y-o-Y Change
No High School	10,987	1.3%
Some High School	56,517	3.1%
Some College	23,265	8.9%
Associate Degree	6,771	4.2%
Bachelor's Degree	23,443	7.7%
Graduate Degree	19,222	12.9%

What is the marital status of Providence residents?

A total of 83,003 people in Providence have never been married (which represents 53.58% of the total population), while 52,508 of them are wedded (33.89%). Separated and divorced residents are in smaller numbers, at 3,032 (1.96%) and 12,969 (8.37%), respectively.

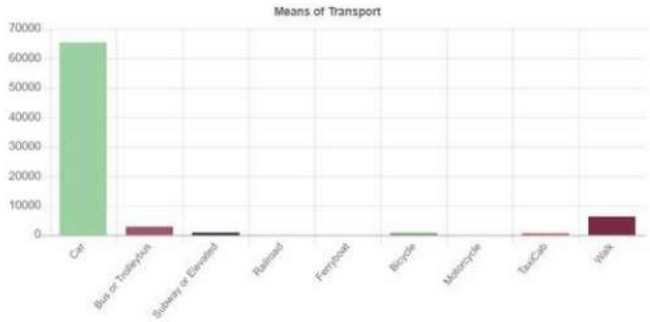
		Y-o-Y Change
Never Married	83,003	4.7%
Married	52,508	6.5%
Separated	3,032	1.5%
Widowed	6,438	1.5%
Divorced	12,969	2.3%



What are the most common means of transportation in Providence?

The top three means of transportation people in Providence use to get to work are: car, walking and bus or trolley bus. A total of 65,447 residents commute by car, 6,326 prefer going to work by walking and 2,905 by bus or trolley bus.

		Y-o-Y Change
Car	65,447	5.4%
Bus or TrolleyBus	2,905	-11.7%
Subway or Elevated	864	N/A
Ferryboat	17	-19.1%
Bicycle	739	0.3%
Motorcycle	19	-38.7%
TaxiCab	637	16.7%
Walk	6,326	-4.4%



What is the median and average household income in Providence by zipcode?

ZipCode	Population	Number of Households	Median Income	Average Income
02903	12,450	5,047	$50,966.00	$96,373.00
02904	31,494	12,951	$56,139.00	$73,784.00
02905	26,569	9,862	$45,594.00	$72,529.00
02906	26,299	12,185	$93,341.00	$146,119.00
02907	31,705	10,591	$39,522.00	$52,068.00
02908	38,977	14,380	$63,775.00	$85,153.00
02909	42,021	14,857	$52,232.00	$61,838.00
02912	4,247	13	$0.00	$0.00

MAYOR BRETT P. SMILEY
CITY OF PROVIDENCE

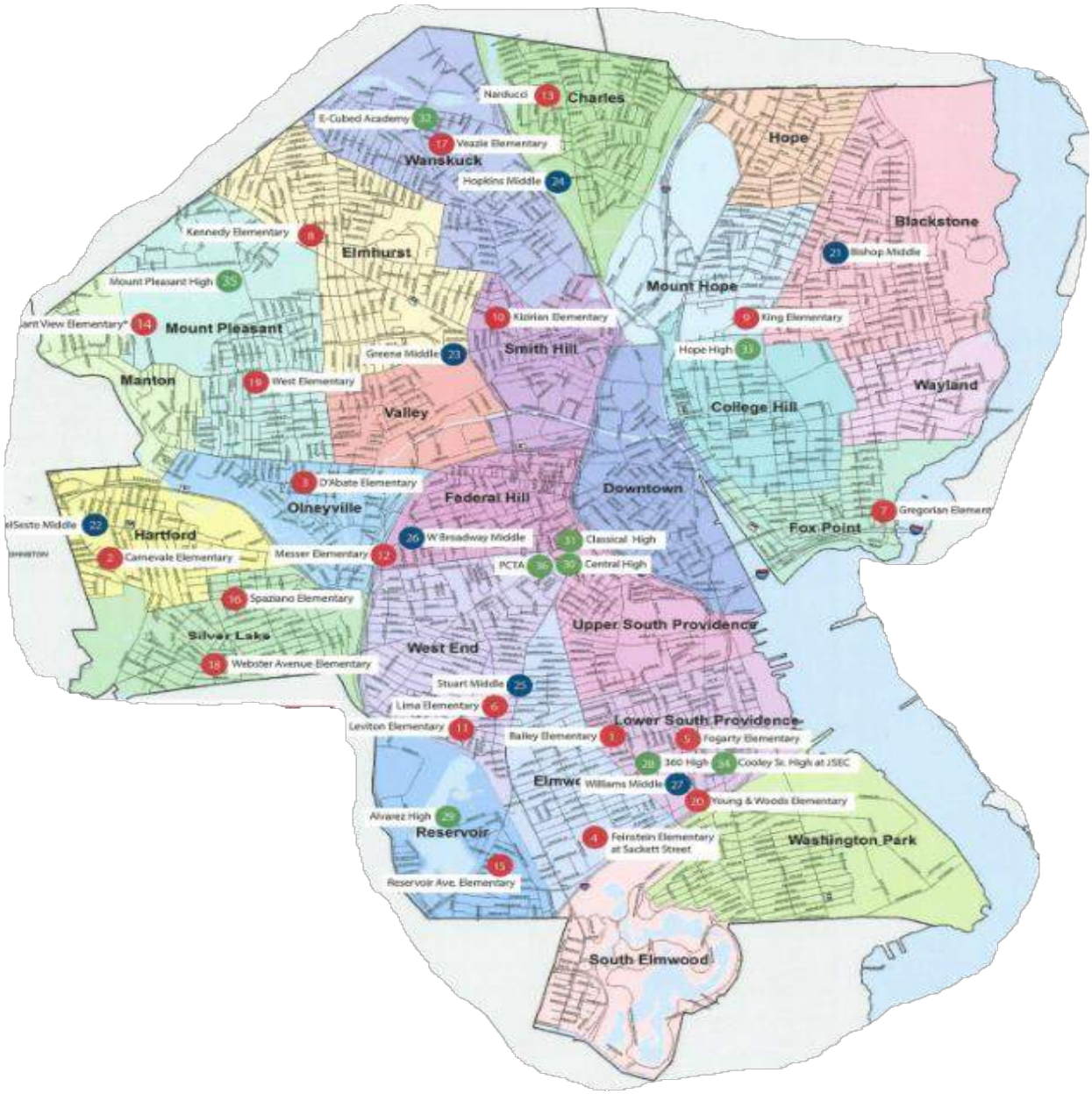
Providence Schools

DOWNES CONSTRUCTION COMPANY

City of Providence and Providence Public Schools

RIDE Necessity of School Construction

Stage I Submission February 15, 2025



Prepared By: City of Providence, Providence Public School District, and Downes Construction Co (OPM)

Table of Contents

Section 1: Statement of Interest and Project Justification

ANGÉLICA INFANTE-GREEN
Commissioner

JAVIER MONTAÑEZ
Superintendent

Providence Schools

Providence Public School District
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February 12, 2025

Joseph da Silva, Ph.D., NCARB, REFP
School Construction Coordinator
School Building Authority
Rhode Island Department of Education
255 Westminster Street
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Dear Dr. da Silva:

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The district agrees to fund an Architectural Feasibility Study/Facility Master Plan necessary to complete the Necessity of School Construction application. The LEA acknowledges that it received the Owner's Project Manager, Educational Facility Planner, and Commissioning Agent templates provided by RIDE and will use these templates to procure necessary services.

The LEA agrees to procure the services of an independent engineering Commissioning Agent Services for projects, pursuant to the School Construction Regulations. All building inspections will be completed by August 1st, pursuant to Rhode Island General Law 16-21-3. The LEA has updated its Asset Protection Plan on ERIDE and authorizes RIDE to use this submission to satisfy the Asset Protection requirement.

I will be the point of contact for the application process. They can be reached via email (Javier.montanez@ppsd.org) or by phone (401-413-6428).

Sincerely,

Dr. Javier Montañez
Superintendent of Schools

Executive Summary of Stage I application detailing the conditions of LEA facilities, recent capital improvements, the status of existing approvals, the issues to be addressed, and an overview of the Facility Master Plan.

The Providence Public School District (PPSD) and the City of Providence are delighted to present this Stage I application to support the district's next round of investments in school facilities. The 2019 Johns Hopkins report shed light on the poor and, in some cases, dire conditions of facilities in Providence public schools. The report highlighted the significant impact of these facilities on students and staff, noting that they often disrupted learning and potentially affected students' health. In response, the Turnaround Action Plan set the goal of upgrading facilities to ensure that all Providence public school students attend schools in safe, modern environments with appropriate spaces for learning and access to 21st-century technology. While progress is being made in creating 21st-century learning environments in several schools across the district, PPSD and the City of Providence recognize that there is still much work to be done.

As PPSD and the City of Providence embark on the next phase of a historic plan to rebuild the capital city's crumbling schools, every decision must be based on sound data and best practices in educational facility planning. This includes considering enrollment, capacity, utilization, facility conditions, security, and suitability for creating 21st-century learning environments. In line with the objectives of the School Construction Regulations, this Stage I submission includes data on all these factors as part of the district's efforts to clearly identify the need and provide a baseline to guide decision-making with the aim of significantly improving the quality of educational environments that our Providence students attend daily.

The data presented in this Stage I submission sheds light on several significant challenges that will guide the planning process, including the aging school facilities in poor condition, declining enrollments, and the urgent need to invest in modern learning environments.

Aging and Poorly Conditioned Buildings

The average age of the Providence schools listed in the recently published report on district schools is approximately 75 years old. In 2017, the State conducted an assessment of all public-school buildings, assigning each facility a score ranging from 0% to 100%. Any building with a score exceeding 65% was designated as a "replacement candidate." Providence was found to have over 10 buildings with Facility Conditions Index Scores (FCI Scores) exceeding 65%, including several with scores over 80%.

When planning improvements, it is crucial to consider both the conditions and the associated costs. Providence Public School District (PPSD) has over $900 million in building deficiencies across its 34 schools. As documented in the report provided, this cost has increased by approximately $300 million, from $600 million in 2017 to over $900 million in the present. This rise in costs indicates deteriorating conditions and the urgent need for prompt action. Additionally, the district spends approximately $6 million annually on utility bills and another $20 million annually on cleaning and maintaining its buildings, many of which are over 100 years old. Given the substantial scope and cost of the work, there is a clear need for new and transformative projects that break the cycle of pursuing repair projects with limited resources or better known as “band-aid fixes”.

Historic and Projected Enrollment Decline

Comparable to a trend occurring nationally in urban school districts, The Providence Public School District has seen a decrease of new student enrollment over the last five years. Over the next five years, enrollment projections suggest that PPSD may continue lose students or enrollment may remain stagnant.

21st Century Learning Environments

Every decision must be centered on drastically improving teaching and learning in our schools, which is the very purpose of all our work. Educational practices have undergone significant changes in the past 15-20 years alone, particularly with the increased integration of technology. Moreover, these changes have occurred over the past 50-100 years. As previously mentioned, many PPSD buildings were constructed over five decades ago, before World War II, and are not well-suited for adapting to support 21st-century learning practices in a cost-effective manner. It is crucial that any investment in schools must also enhance the learning spaces to align the buildings, systems, and even furniture with effective current and future teaching and learning practices and approaches.

New and Like-New Facilities and Plan Highlights:

In Providence, work is already underway to invest in schools, create inspiring learning spaces, and shift toward the Pre-K model.

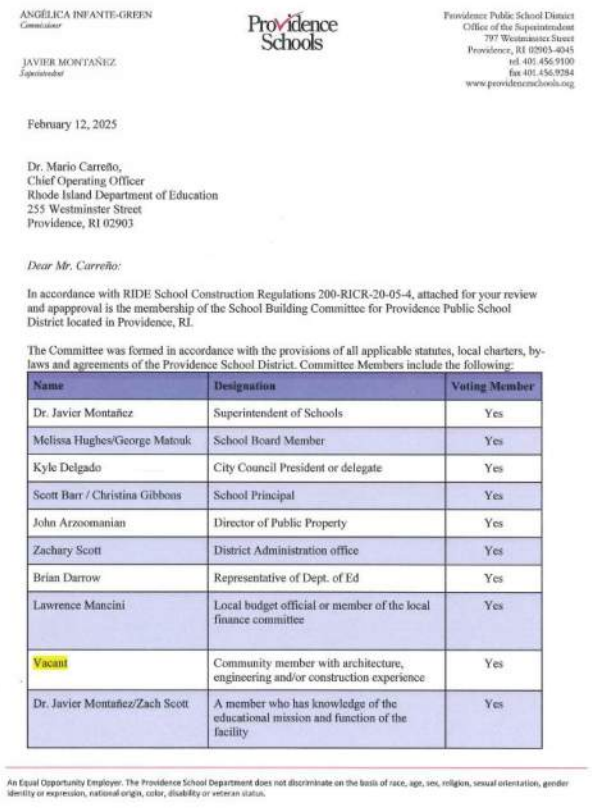
- The new **Narducci PreK-8 Learning Center** (former Windmill Street School), opened in summer of 2023 as a district-wide swing space, allowing students to learn in a modern facility while their own school was being renovated.
- A $20 million complete renovation of **Hope High School**’s auditorium, opened in summer of 2023 to serve Hope students, arts programs, and the wider community.

- A renovated, like-new **William D'ABate Elementary School** opened in fall of 2023.
- A new **PreK-8 Spaziano Campus** that will provide a 21st Century learning space opened in fall of 2023 for grades PreK-5, and will expand in fall of 2026 for grades 6-8.
- Renovation of **Classical High School** classrooms, media center, admin/guidance suite, and nurse suite completed in late fall of 2024 (eight months ahead of schedule).
- A renovated, like-new **Pleasant View Elementary School** opened in fall of 2024.
- A new **PreK-8 Mary Fogarty School** campus, set to open in fall 2026.
- A new **PreK-8 Harry Kizirian School** campus, set to open in fall 2026.
- A new **PreK-8 Gilbert Stuart School** campus, set to open in fall of 2027.
- A new **PreK-8 Messer/W Broadway** campus, set to open in fall of 2027.
- 15 Providence schools received a 21st Century media center renovation through fall of 2024.

Facility Masterplan - Next Steps

PPSD and the City of Providence understand that in order to maximize the impact of every dollar spent on enhancing learning spaces, decisions must be made that are focused, cost effective, and impactful. To that end, the goal is to improve learning environments for 100% PPSD students by 2030 and beyond. Although the data points to distinct challenges - such as aging infrastructure, climbing costs, educational alignment - these identified issues also present opportunities to guide investments toward cost-effective and educationally appropriate projects. In particular, the combination of aging infrastructure and declining enrollments presents an opportunity to improve utilization and place more students in 'newer and fewer' schools by closing facilities that are in the worst shape, or which are the most expensive to renovate. "Newer and fewer," which has been embraced by several communities across Rhode Island, is a framework encouraged and incentivized by state law (RIGL 16-7-40(h)) which provides additional state aid for consolidation projects.

We look forward to collaborating with the School Building Authority and RIDE to address these challenges and meet the ambitions of the Turnaround Action Plan to ensure every Providence public school student has a safe, healthy, and inspiring school facility.



ANGÉLICA INFANTE-GREEN
Commissioner

JAVIER MONTAÑEZ
Superintendent

Providence Schools

Providence Public School District
Office of the Superintendent
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9100
fax 401.456.9284
www.providenceschools.org

February 12, 2025

Dr. Mario Carreño,
Chief Operating Officer
Rhode Island Department of Education
255 Westminster Street
Providence, RI 02903

Dear Mr. Carreño:

In accordance with RIDE School Construction Regulations 200-RICR-20-05-4, attached for your review and apapproval is the membership of the School Building Committee for Providence Public School District located in Providence, RI.

The Committee was formed in accordance with the provisions of all applicable statutes, local charters, by-laws and agreements of the Providence School District. Committee Members include the following:

Name	Designation	Voting Member
Dr. Javier Montañez	Superintendent of Schools	Yes
Melissa Hughes/George Matouk	School Board Member	Yes
Kyle Delgado	City Council President or delegate	Yes
Scott Barr / Christina Gibbons	School Principal	Yes
John Arzoomanian	Director of Public Property	Yes
Zachary Scott	District Administration office	Yes
Brian Darrow	Representative of Dept. of Ed	Yes
Lawrence Mancini	Local budget official or member of the local finance committee	Yes
Vacant	Community member with architecture, engineering and/or construction experience	Yes
Dr. Javier Montañez/Zach Scott	A member who has knowledge of the educational mission and function of the facility	Yes
Vacant	A current student representative (MS/HS) or Student Adv. Council	No
Alexis Lamb	Parent Representatives (1)	Yes
David Salvatore	Parent Representatives (2)	Yes
Vacant	Member of the Superintendent's Teacher Cabinet	No

ELECTION OF OFFICERS
As per Providence School Building Committee By-law Article IX. Subcommittees, the Building Committee shall elect its own officers to include: Chair, Vice Chair(s), and Secretary.

Role	Name
Chair	Superintendent, Dr. Javier Montañez
Vice Chair	Deputy Superintendent of Operations, Zachary Scott
Secretary	VACANT

Table: Valid as of February 1, 2025

After approval of this committee by the Authority, the Providence Public School District will notify the Authority in writing within 20 calendar days of any changes to the membership or the duties of said committee.

Sincerely,

Dr. Javier Montañez
Superintendent of Schools

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status.

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Annual Inspections

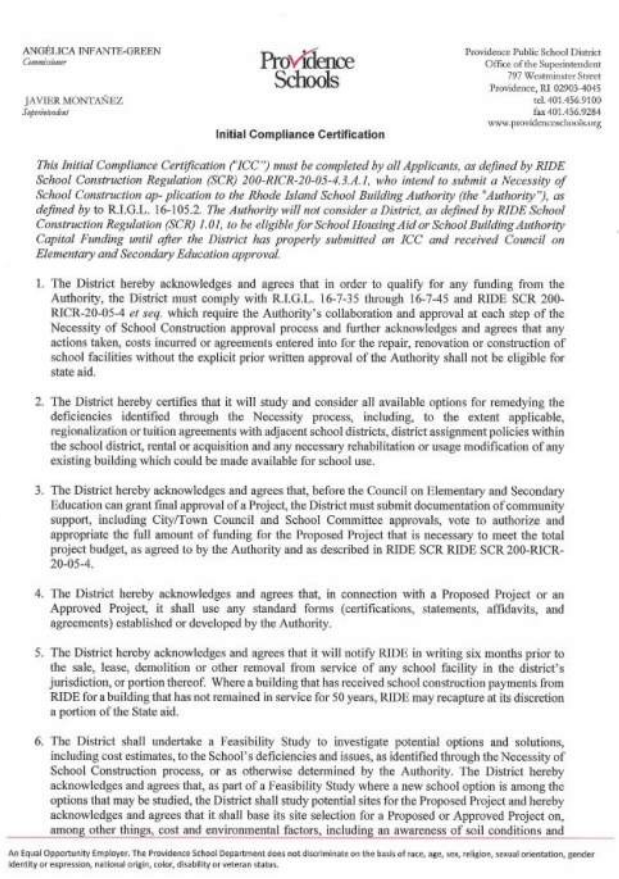
Providence Public School District has conducted the required building inspections in 2023 and will schedule annual building facilities inspections to determine that school buildings conform to appropriate state law and regulation by August 1st, pursuant to Rhode Island General Law 16-21-3.

Major Projects Program

The Providence Public School District and the City Providence are committed to educational facility planning that takes into consideration the key elements of enrollments, educational program, and facility conditions, as well as the district's strategic initiatives. PPSD and the City have already collected data that has shined a light on several major challenges that will inform the planning, including: aging school facilities in poor conditions, declining enrollments, and the need to invest in 21st century learning environments.

In the 2017, Statewide Facilities Assessment, Providence was found to have 10 facilities with Facility Condition Index above 65% - the threshold for replacement. In addition, the district has seen a decrease of more than 3,000 students over the last five years - and an expected decline of another 3,200 students in the next 5 years. Given the combination of the challenges, including over $900 million in building deficiencies throughout its 40 schools, there is a clear need for transformative action to break the pattern of chasing repair projects with limited resources. Work has already been underway to integrate this data into ongoing capital improvement planning, including for the Narducci PreK-8 Learning Center, the D'Abate Elementary School, and the Pre-K-8 Spaziano School.

PPSD and the City recognize that this planning work must continue and are committed to hiring the necessary consultants to advance this important work with a goal of providing every PPSD student a 21st century learning environment. This work will include a continued focus on right-sizing facilities to better serve students in 'newer and fewer' facilities. In order to support this work, the district has reviewed building capacities to ensure alignment with best practices in educational programming and scheduling, and will continue to update enrollment projections and utilization. Finally, and most importantly, PPSD and the City will continue to engage parents and community members to ensure transparency and to collect feedback that can improve the final projects.



ANGÉLICA INFANTE-GREEN
Commissioner

JAVIER MONTAÑEZ
Superintendent

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Initial Compliance Certification

This Initial Compliance Certification ("ICC") must be completed by all Applicants, as defined by RIDE School Construction Regulation (SCR) 200-RICR-20-05-4.3.A.1, who intend to submit a Necessity of School Construction ap- plication to the Rhode Island School Building Authority (the "Authority"), as defined by to R.I.G.L. 16-105.2. *The Authority will not consider a District, as defined by RIDE School Construction Regulation (SCR) 1.01, to be eligible for School Housing Aid or School Building Authority Capital Funding until after the District has properly submitted an ICC and received Council on Elementary and Secondary Education approval.*

1. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with R.I.G.L. 16-7-35 through 16-7-45 and RIDE SCR 200-RICR-20-05-4 *et seq.* which require the Authority's collaboration and approval at each step of the Necessity of School Construction approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for state aid.

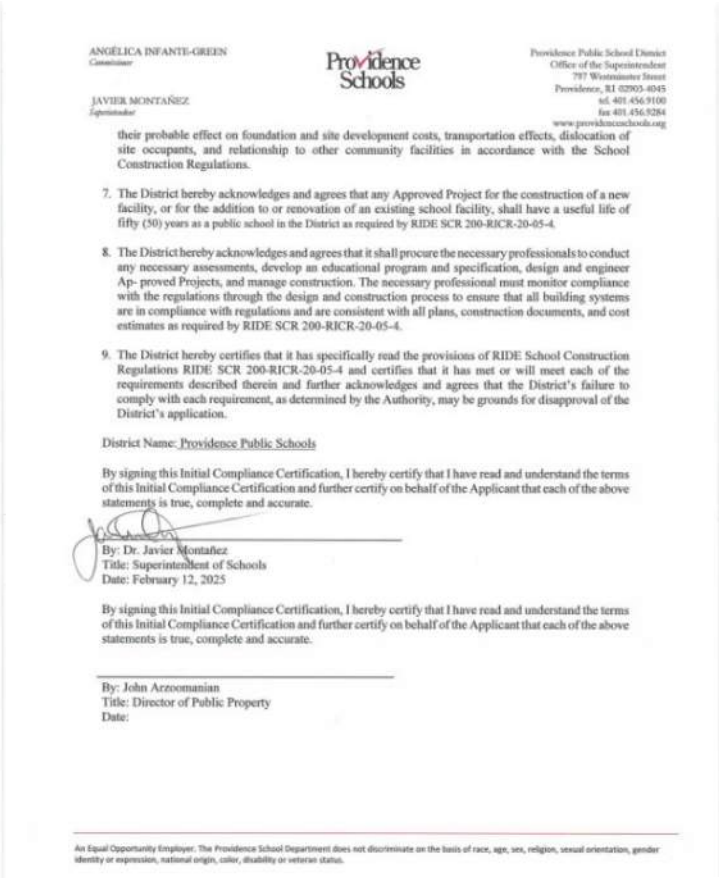
2. The District hereby certifies that it will study and consider all available options for remedying the deficiencies identified through the Necessity process, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

3. The District hereby acknowledges and agrees that, before the Council on Elementary and Secondary Education can grant final approval of a Project, the District must submit documentation of community support, including City/Town Council and School Committee approvals, vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget, as agreed to by the Authority and as described in RIDE SCR RIDE SCR 200-RICR-20-05-4.

4. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms (certifications, statements, affidavits, and agreements) established or developed by the Authority.

5. The District hereby acknowledges and agrees that it will notify RIDE in writing six months prior to the sale, lease, demolition or other removal from service of any school facility in the district's jurisdiction, or portion thereof. Where a building that has received school construction payments from RIDE for a building that has not remained in service for 50 years, RIDE may recapture at its discretion a portion of the State aid.

6. The District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues, as identified through the Necessity of School Construction process, or as otherwise determined by the Authority. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and



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their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants, and relationship to other community facilities in accordance with the School Construction Regulations.

7. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, shall have a useful life of fifty (50) years as a public school in the District as required by RIDE SCR 200-RICR-20-05-4.

8. The District hereby acknowledges and agrees that it shall procure the necessary professionals to conduct any necessary assessments, develop an educational program and specification, design and engineer Ap- proved Projects, and manage construction. The necessary professional must monitor compliance with the regulations through the design and construction process to ensure that all building systems are in compliance with regulations and are consistent with all plans, construction documents, and cost estimates as required by RIDE SCR 200-RICR-20-05-4.

9. The District hereby certifies that it has specifically read the provisions of RIDE School Construction Regulations RIDE SCR 200-RICR-20-05-4 and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for disapproval of the District's application.

District Name: Providence Public Schools

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

By: Dr. Javier Montañez
Title: Superintendent of Schools
Date: February 12, 2025

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

By: John Arzoomanian
Title: Director of Public Property
Date:

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status.

Section 2: Certified Educational Facilities Manager Credentials

Certified Educational Facilities Manager

Providence Public School District facilities team members

The Providence Public School district is in the process of revising roles & responsibilities and will provide resumes under separate cover.

Providence Public School District
Chief of Administration
797 Westminster Street
Providence, RI 02903-4045
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District Asset Protection Plan

In accordance with Rhode Island's Department of Education Stage I requirements, provided below is a brief list of current tasks/procedures that support Providence Public Schools Department current activities and future initiatives to implement Indoor Air Quality Assessment and EPA "Tools for Schools":

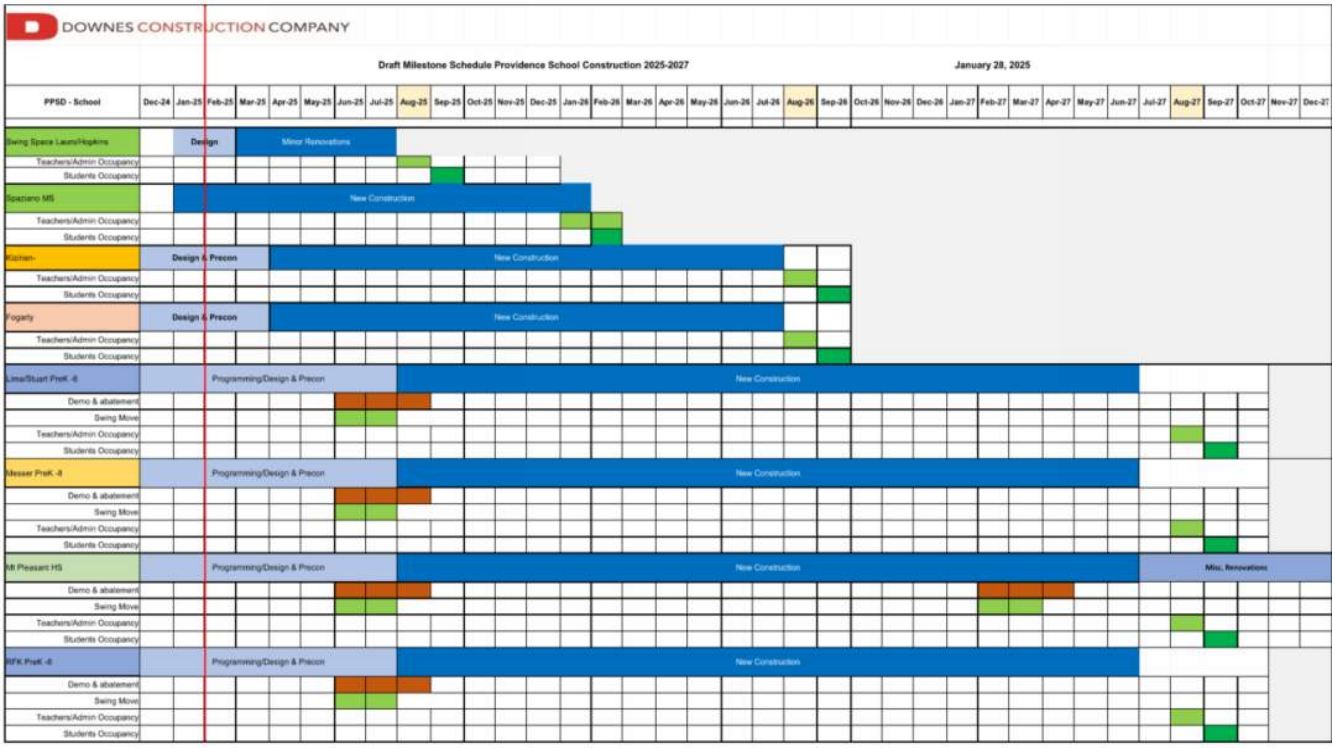
- Use of data loggers provided by energy managers to measure humidity in suspected trouble areas
- Change air filters at recommended intervals in buildings with outside intake
- Radon inspections completed every 3 years
- Environmental consultant utilized by district to advise on air quality issues
- Green Seal Cleaning products reduce volatile organic compounds (VOC) in schools
- LEED Existing Building custodial equipment minimizes particulates in air
- New cleaning process reduces overall use of cleaning products
- Walk-off mats reduce dust and dirt from foot traffic
- Periodic testing of heating systems insures CO levels are at acceptable levels
- Preventive maintenance program insures operational integrity of building systems
- Proper utilization of chemicals required to maintain mechanical equipment

Section 3: Capital Facilities Improvement Plan

Capital Facilities Improvement

Over the next five years, the Providence Public Schools will be addressing multiple capital projects in the majority of the schools within the district. Through the approval of the amended 2019 & 2022 MOA's and 2023 & 2024 MOA's for School Construction and this application, the City will be investing available funds in significant building renovations and new construction. For additional information see project schedule below and link for 2024 MOA projects.

https://downesconstruction.sharefile.com/public/share/web-s9c0f9d9083aa432dbd010acb7c09ab6c



The five-year Capital Master Plan has been complied after a comprehensive analysis of the deferred maintenance Priority 1 & 2 needs as defined by the Statewide Assessment and other “warm, safe, and dry” deficiencies as appropriate, including roofing requirements, window replacements, and Fire Marshal life safety issues.

Expectations are that the total funding available will be expended as follows:

- Life safety issues identified by the Fire Marshal.
- State Assessment Priority 1 & 2 HVAC Projects.
- State Assessment Priority 1 & 2 Electrical Projects.
- State Assessment Priority 1 & 2 Façade Projects.
- State Assessment Priority 1 & 2 Exterior Door and Window Projects.
- Outdoor play area deficiencies.
- Student centric innovations including secure and accessible entrances.

Emphasis has been placed upon addressing all State Assessment Priority 1 & 2 issues district wide. The extent of funding at this time will allow approximately half of the total window projects to be addressed. The remaining window projects will be a priority in any subsequent capital program. In addition, secure and accessible entrances and student centric innovations are only partially addressed in this program due to availability of funding and the need to concentrate available funding on critical issues such as roof work, Fire Marshal deficiencies, and State Assessment Priority 1 & 2 deficiencies. Subsequent capital programs will address these identified needs. Below is a summary of priorities proposed for next five years.

CRF 23	CRF 24	CRF 25	CRF 26	CRF 27	CRF 28	CRF 29	CRF 30
Teaching & Learning	Teaching & Learning	Teaching & Learning	Teaching & Learning	Teaching & Learning	Teaching & Learning	Teaching & Learning	Teaching & Learning
Core Learning Spaces	Core Learning Spaces	Core Learning Spaces	Core Learning Spaces	Core Learning Spaces	Core Learning Spaces	Core Learning Spaces	Core Learning Spaces
Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space	Outdoor Learning Space
Redesign schools	Redesign schools	Redesign schools	Redesign schools	Redesign schools	Redesign schools	Redesign schools	Redesign schools
Safety & Security	Safety & Security	Safety & Security	Safety & Security	Safety & Security	Safety & Security	Safety & Security	Safety & Security
Code & Compliance	Code & Compliance	Code & Compliance	Code & Compliance	Code & Compliance	Code & Compliance	Code & Compliance	Code & Compliance
Green Building Upgrades	Green Building Upgrades	Green Building Upgrades	Green Building Upgrades	Green Building Upgrades	Green Building Upgrades	Green Building Upgrades	Green Building Upgrades
% Roofs	% Roofs	% Roofs	% Roofs	% Roofs	% Roofs	% Roofs	% Roofs

% Emergency funds	% Emergency funds	% Emergency funds	% Emergency funds	% Emergency funds	% Emergency funds	% Emergency funds	% Emergency funds
System Upgrades	System Upgrades	System Upgrades	System Upgrades	System Upgrades	System Upgrades	System Upgrades	System Upgrades
Repair & Maintenance	Repair & Maintenance	Repair & Maintenance	Repair & Maintenance	Repair & Maintenance	Repair & Maintenance	Repair & Maintenance	Repair & Maintenance
Community Spaces	Community Spaces	Community Spaces	Community Spaces	Community Spaces	Community Spaces	Community Spaces	Community Spaces

Section 4: Facilities Analysis

Facilities Assessment

The City of Providence and Providence Public School District (PPSD) recognized that the statewide facility analysis prepared by Jacobs in 2017 required an update of outstanding deficiencies and an analysis of current projected cost. The City requested a reassessment by Downes Construction Co (Owner's Project Manager) of the PPSD facilities. Downes utilized the 2017 facility assessment report as their basis and included information from recent facility analysis conducted by the Educational Facility Planners in 2021 and 2022. Additionally, Downes conducted a site visit of all PPSD facilities and noted any significant deficiencies. The deficiencies were compared to the 2017 facility assessment report and adjustment were recorded. Downes utilized current cost estimates to update previous deficiencies cost projections and any new deficiencies discovered during the facility site visit.

(see link below - Downes 2022 Facility Reassessment Report and 2017 Jacobs Report)

https://downesconstruction.sharefile.com/public/share/web-s2b35854feaf3463c8c1b1b6009f1b9e9

https://downesconstruction.sharefile.com/public/share/web-se71f619b61114cd1acb17dd3ade76c80

Section 5: District and Community Demographics

Enrollment Projections

PPSD and the City of Providence recognize that enrollment projections are a critical component of educational facility planning, and as such have conducted various projections over the course of the past few years. These efforts are meant to ensure that all planning decisions include the most up to date data and information regarding enrollments, in order to right size the facility portfolio to best serve Providence students. The enrollment projection included herein was created by EY Parthenon and delivered in July 2022, based on available historical data (cohort survival, charter migrations, etc.) and industry standards for projections. This projection was cross-referenced with past projections, as well as another enrollment projection conducted by a separate vendor in 2022. The enrollment projections are consistent with one another within accepted margins of error for this type of work.

https://downesconstruction.sharefile.com/d-s90ef97fd2ccd45dab942cc4f2a5d9e2e

Estimated Enrollment by School			Estimated Enrollment by School			FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
School Name	Zone	Level	School Name	Zone	Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Classical High School	Central	HS	Classical High School	Central	HS	1,143	1,132	1,126	1,087	1,095	1,115	1,103	1,056	1,001	951	934	925	914	900	891
Central High School	Central	HS	Central High School	Central	HS	1,065	1,098	1,221	1,203	1,215	1,200	1,122	1,072	1,077	1,025	1,008	1,000	989	976	969
Nathanael Greene Middle School	North	MS	Nathanael Greene Middle School	North	MS	971	977	1,006	976	988	943	907	842	783	746	695	671	677	686	707
Governor Christopher DelSesto Middle School	West	MS	Governor Christopher DelSesto Middle School	West	MS	912	882	915	902	942	872	817	747	660	628	586	566	572	580	598
Carl G. Lauro Elementary School	Central	Elementary	Carl G. Lauro Elementary School	Central	Elementary	879	887	829	822	740	621	553	576	553	525	531	539	515	493	474
Gilbert Stuart Middle School	Central	MS	Gilbert Stuart Middle School	Central	MS	879	855	863	907	945	899	790	716	653	623	581	561	566	574	592
Mount Pleasant High School	Northwest	HS	Mount Pleasant High School	Northwest	HS	1,010	966	1,135	1,092	1,138	1,426	1,174	1,227	1,271	1,284	1,257	1,244	1,232	1,215	1,206
Roger Williams Middle School	South	MS	Roger Williams Middle School	South	MS	857	778	797	789	787	757	735	670	620	591	551	532	536	543	560
George J. West Elementary School	Northwest	Elementary	George J. West Elementary School	Northwest	Elementary	832	817	782	730	679	635	628	650	599	558	521	508	507	509	511
Hope High School	East	HS	Hope High School	East	HS	815	812	995	999	949	949	943	997	1,074	1,107	1,082	1,071	1,059	1,045	1,038
Nathan Bishop Middle School	East	MS	Nathan Bishop Middle School	East	MS	707	692	700	689	695	646	636	601	585	558	519	501	505	511	527
The Sgt. Cornel Young, Jr & Charlotte Woods Elemen	South	Elementary	The Sgt. Cornel Young, Jr & Charlotte Woods Elemen	South	Elementary	693	692	627	636	606	540	572	540	468	414	377	356	351	345	339
Providence Career and Technical Academy	Central	HS	Providence Career and Technical Academy	Central	HS	684	674	689	662	639	671	659	624	586	574	564	559	554	546	542
William B. Cooley, Sr. High School and the Provide + 36	South	HS	William B. Cooley, Sr. High School and the Provide + 36	South	HS	755	828	695	650	650	670	642	624	607	606	582	566	550	533	520
Harry Kizirian Elementary School	North	Elementary	Harry Kizirian Elementary School	North	Elementary	601	597	567	574	566	527	563	563	521	473	449	415	414	416	416
Veazie Street School	North	Elementary	Veazie Street School	North	Elementary	598	606	549	529	540	545	539	544	514	479	461	452	451	450	450
Alfred Lima Sr. Elementary School	Central	Elementary	Alfred Lima Sr. Elementary School	Central	Elementary	578	568	542	499	473	454	435	456	448	416	399	378	370	358	345
Anthony Carnevale Elementary School	West	Elementary	Anthony Carnevale Elementary School	West	Elementary	573	547	554	550	510	454	478	476	444	419	401	392	389	388	386
Asa Messer Elementary School	Central	Elementary	Asa Messer Elementary School	Central	Elementary	561	534	527	545	559	498	516	526	511	488	509	499	498	499	500
Esek Hopkins Middle School	East	MS	Esek Hopkins Middle School	East	MS	546	537	544	552	566	518	492	445	440	421	392	378	381	386	398
Dr. Martin Luther King, Jr. Elementary School	East	Elementary	Dr. Martin Luther King, Jr. Elementary School	East	Elementary	498	540	533	501	425	361	366	396	352	300	262	244	241	238	234
Frank D. Spaziano Elementary School	West	Elementary	Frank D. Spaziano Elementary School	West	Elementary	474	447	410	398	360	336	378	388	365	335	314	296	288	282	275
Robert F. Kennedy Elementary School	Northwest	Elementary	Robert F. Kennedy Elementary School	Northwest	Elementary	470	481	467	475	479	433	425	421	393	367	353	340	340	342	343
Mary E. Fogarty Elementary School	Central	Elementary	Mary E. Fogarty Elementary School	Central	Elementary	466	429	452	455	454	401	404	387	339	300	291	279	276	273	270
Alan Shawn Feinstein Elementary at Broad Street	South	Elementary	Alan Shawn Feinstein Elementary at Broad Street	South	Elementary	465	477	462	469	451	378	327	318	281	243	228	223	217	211	205
Lillian Feinstein Elementary Sackett Street	South	Elementary	Lillian Feinstein Elementary Sackett Street	South	Elementary	447	433	430	439	444	410	392	396	371	344	327	317	317	318	318
Robert L Bailey, IV Elementary School	Central	Elementary	Robert L Bailey, IV Elementary School	Central	Elementary	440	412	409	386	430	390	389	384	372	340	330	331	329	326	324
West Broadway Middle School	Central	MS	West Broadway Middle School	Central	MS	419	504	478	468	495	504	498	454	388	354	335	328	316	306	289
Pleasant View School	Northwest	Elementary	Pleasant View School	Northwest	Elementary	414	421	455	429	421	388	411	363	349	336	336	333	329	325	323
Dr. Jorge Alvarez High School	South	HS	Dr. Jorge Alvarez High School	South	HS	410	515	662	755	765	737	681	580	460	419	416	414	410	404	400
William D'Abate Elementary School	Northwest	Elementary	William D'Abate Elementary School	Northwest	Elementary	405	403	400	400	401	397	389	402	412	423	421	416	414	415	416
Webster Avenue School	West	Elementary	Webster Avenue School	West	Elementary	390	351	337	307	314	317	311	322	312	302	301	296	294	295	296
Vartan Gregorian Elementary School	East	Elementary	Vartan Gregorian Elementary School	East	Elementary	387	388	368	351	321	282	243	224	202	178	152	134	131	129	126
Charles N. Fortes Elementary School	Central	Elementary	Charles N. Fortes Elementary School	Central	Elementary	351	333	345	370	376	311	249	226	206	201	199	196	194	192	189
E-Cubed Academy	North	HS	E-Cubed Academy	North	HS	346	374	367	370	385	389	330	309	290	273	269	267	265	261	259
Reservoir Avenue School	South	Elementary	Reservoir Avenue School	South	Elementary	306	292	293	285	280	264	250	254	236	215	204	188	188	189	189
Leviton Dual Language School	Central	Elementary	Leviton Dual Language School	Central	Elementary	286	277	277	271	282	289	290	304	292	281	280	278	277	278	278
Frank D. Spaziano Elementary School Annex	West	Elementary	Frank D. Spaziano Elementary School Annex	West	Elementary	150	174	172	176	173	185	169	-	-	-	-	-	-	-	-
Providence Public Schools		HS	Providence Public Schools		HS	234	226	166	256	359	325	311	230	203	168	166	159	145	136	131

Section 6: Cross Districting Due Diligence

Cross Districting Due Diligence

The RIDE School Construction Regulations stipulates that "Districts must provide an analysis of the potential economic and non-economic impact of leveraging cross-District school capacity and demonstrate that the applicant has considered existing District boundaries, facilities, and populations and the operating cost impact in determining the need and siting of proposed projects." Over the course of the past year, the Providence Public School District and the City of Providence have endeavored to study opportunities for right-sizing the school facility portfolio to ensure that proposed projects and investments are cost effective and minimize operational costs.

The current planning is focused around a 'newer and fewer' approach that seeks to put more students in newer facilities, while simultaneously reducing the operational burden of operating the district's aging infrastructure. In doing so, the City and District has carefully considered the LEA boundaries, district geography, and neighborhood enrollments consistent with the regulatory requirement outlined above. All proposed projects currently being considered are within the boundaries of the PPSD district and the overarching masterplan will have an impact on most, if not all students in the district.

Consistent with the School Construction Regulations, school capacity is a critical component of the planning efforts. Please refer to the Educational Program Due Diligence for more information on school level capacities. This work will continue during Stage II to ensure that the district is planning to align facility planning decisions with projected enrollments and proposed capacity in the years to come.

Providence Public School District participates in a variety of cross-district partnerships and initiatives including the RI Superintendent's Associations, the RI Association of School Principals, and the Advanced Course Network among many other forms of collaboration. PPSD and the City have also collaborated with other school districts on school facilities by means of school facility tours in Pawtucket and Cranston, as well as, idea sharing with other district administrators.

As outlined here, and evident in the documentation included as part of the Stage I submission, the City and District are conducting planning that is consistent with the intent of the School Construction Regulations, and specifically the cross-districting requirements.

Section 7: Educational Program Due Diligence

Educational Program Overview

Providence Public School District (PPSD) and the RI Department of Education (RIDE) recognize that school facilities are a critical part of any improvements. Providence youth spend more time in schools than any building other than their homes. They deserve 21st Century learning environments that are clean, safe, secure, and inspiring - and our plan is to create state of the art facilities that meet the promise and ambition of the Turn-around Plan. In fact, the Turnaround Action Plan committed to creating schools that have positive cultures and are housed in high quality facilities by focusing on:

PPSD and RIDE are embarking on the next phase of a historic plan to rebuild the capital city's crumbling schools. Every decision must be based on sound data and best practices in educational facility planning, including consideration of enrollment, capacity, utilization, facility conditions, security, and suitability for the creation of 21st Century learning environments. Together, these data points help guide decision-making with the goal of dramatically improving the quality of educational environments our Providence students learn in every day.

PPSD, the City of Providence, and RIDE understand that in order to maximize the impact of every dollar spent on enhancing learning spaces, decisions must be made that are focused, cost effective, and impactful. To that end, the goal is to improve learning environments for as many PPSD students as possible. Although the data points to distinct challenges - such as aging infrastructure, climbing costs, educational alignment - these identified issues also present opportunities to guide investments toward cost effective and educationally appropriate projects. In particular, the combination of aging infrastructure and declining enrollments presents an opportunity to improve utilization and place more students in 'newer and fewer' schools by closing facilities that are in the worst shape, or which are the most expensive to renovate. "Newer and fewer," which has been embraced by several communities across Rhode Island, is a framework encouraged and incentivized by state law (RIGL 16-7-40(h)) which provides additional state aid for consolidation projects.

This approach, which has helped realize successful school projects across Rhode Island, helps put an end to expensive and inefficient "Band Aid" fixes by replacing old, crumbling buildings with fewer new ones. Data driven decisions have led to investment in schools that were not replacement candidates - for example Pleasant View and D'Abate Elementary - while replacing schools with FCIs that make them replacement candidates (>60%) - like Fogarty Elementary which has an FCI of 95%. In doing so, the district can 'right size' its buildings to serve their current and projected populations in buildings that are better suited to provide 21st century education. This approach also allows for a foundational shift to more schools that provide Pre-Kindergarten through eighth grade (Pre-K-8) services, in response to community feedback and research on the educational benefits of PreK-8 schools. In Providence, work is already underway to invest in schools, create inspiring learning spaces, and shift toward the Pre-K model.

The Providence Public School District recognizes that all efforts to improve schools must include feedback from community members. To that end, the district is conducting ongoing opportunities for community members to provide feedback. During the Fall 2022, the district conducted several public meetings (in person and virtual) to share progress on capital improvement projects and to discuss priorities for the upcoming investments.

This report includes highlights on the key elements mentioned above, including: Strategic Initiatives - Pre-K and K-8; Community Engagement; and Programmatic Capacities. This work is ongoing, and will continue through the development of Stage II and beyond.

https://downesconstruction.sharefile.com/public/share/web-s9dbbef4af6994c8d861439de1b17050d

Section 8: Planning Activities

Planning Activity Outcomes – Guiding Principles

The City of Providence established a comprehensive plan in 2014 that included the Providence Public Schools and will be embarking on updating the vision for Providence. Below are the core guiding principles that are utilized for planning the school facilities.

1. Integrate life safety, building infrastructure, and sustainable design features to improve student and staff well-being.
2. Provide safe schools that foster a sense of security, acceptance, community, and individuality.
3. Promote a sense of community, maturity, and family through the elimination of school transition. Foster mentorship and leadership while reducing achievement gap. Optimize emotional, social, and academic outcomes through the exploration of grade configuration alternatives such as a Pre-K to Grade 8 model.
4. Commit to building dignity by creating school environments where students' and staff's basic needs are met.
5. Transform the school building into an attractive, multi-cultural and multi-lingual joint use facility that is the center of the community and responds to the context and fabric of the neighborhood.
6. Foster collaboration while ensuring flexibility and adaptability for changing programs, enrollment and curriculum through space reconfiguration, conversion and connection to the outdoor environment.
7. Create a sense of ownership by providing technology rich and comfortable-- not institutional--furniture and learning spaces.

Working together, we developed planning goals that synthesize the work that has been done over the past several years into a plan for physical changes within the entire school community. The needs and projects identified are as follows:

1. Warm, safe, and dry physical upgrades to facilities.

2. Address NEASC accreditation needs.

3. Strategic student-centric innovations at each school within the district. Spaces will include (but are not limited to): safe and secure entry sequence, student commons, media center, maker spaces, small

group/break-out areas, fitness for life, and outdoor play areas

4. Expand Pre-K to Grade 8 schools or hubs throughout the district, whenever feasible.

Planning Activity Outcomes – Project Development Strategy

The project prioritization for this plan will comprise primarily of RIDE Priority 1 and several Priority 4 projects through student centric innovations, high-impact visual enhancements, and new construction.

Expectations are that the total funding available will be expended as follows:

- Life safety issues identified by the Fire Marshal.
- State Assessment Priority 1 & 2 HVAC Projects.
- State Assessment Priority 1 & 2 Electrical Projects.
- State Assessment Priority 1 & 2 Façade Projects.
- State Assessment Priority 1 & 2 Exterior Door and Window Projects.
- Outdoor play area deficiencies.
- Student centric innovations including secure and accessible entrances.

All anticipated projects are renovations to existing buildings, most of which are major in scope.

Although much of the project funding will be addressing State Assessment Priority 1 & 2 issues, roofing, and Fire Marshal deficiencies, PPSD will strive to include High Performance Green Schools Status wherever possible in order to benefit from the additional 2-4% reimbursement for energy efficiency.

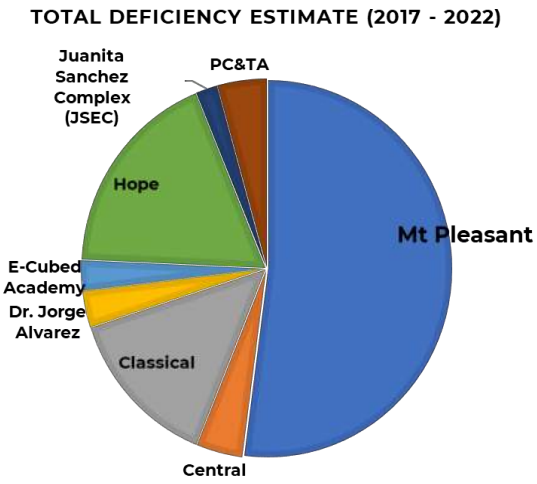
Existing Facilities, Historical Implication

Providence Public School facilities consists of the school type(s) detailed below. School(s) were visited during the Statewide Facilities Assessment by teams of specialists. This report provides LEA summary findings for the statewide assessment program and the 2022 reassessment.

Five Year Need Summary based on the 2022 reassessment - The current deficiencies total $928,105,295, with an average FCI rating of 57% for Elementary schools, 46.5% for Middle Schools, and 28.3% for High Schools. Eight of the Elementary schools have an FCI rating between 76% - 103.43% and the Mount Pleasant High School FCI is 86%, with projected cost for deficiencies repairs that exceeds the cost of the all-other High School deficiencies combined.

Partial List of Elementary Schools Summary of Providence School Facility Review

				2017 Jacobs Report			2022 FCI Update					
School Name	Year Built	GSF	Current Enrollment	2017 FCI Rating (5 year)	2017 Deficiency Estimate	LCI	2022 Deficiency Estimate (Includes 6% Annual Escalation on 2017 Items)	Description	Total Deficiency Estimate (2017 - 2022)	2022 FCI Rating	2022 Replacement Cost (Per Sq. Ft.)	2022 Total Replacement Cost
Carl Lauro	1927	140,000	475	54.30%	$23,740,475	$2,868,882	$33,271,871	Major Reno, Mechanical, Life Safety & Security, Building Envelope	$59,631,228	80.52%	$529.00	$74,060,000
Feinstein @ Broad	1895	67,000	277	59.26%	$7,603,208	$6,292,093	$20,749,060	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$34,494,361	97.32%	$529.00	$35,443,000
Feinstein @ Sackett	1920	63,000	365	36.91%	$5,439,941	$2,699,213	$21,397,831	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$28,386,986	85.18%	$529.00	$33,327,000
Fogarty	1922	51,670	390	57.18%	$8,222,478	$2,117,807	$16,038,057	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$26,228,342	95.96%	$529.00	$27,333,430
Lima	1908	109,868	593	37.85%	$10,124,444	$4,429,491	$34,640,787	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$47,844,722	82.32%	$529.00	$58,120,172
M.L. King	1967	82,358	407	42.44%	$8,157,059	$4,077,803	$22,376,972	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$34,261,834	78.64%	$529.00	$43,567,382
Robert F. Kennedy	1920	51,500	408	47.75%	$5,543,177	$3,064,562	$19,696,548	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$28,179,287	103.43%	$529.00	$27,243,500
Veazie Street	1927	104,000	469	36.76%	$10,214,237	$3,165,185	$28,650,884	Major Reno, Mechanical, Life Safety, & Security, Building Envelope	$41,905,306	76.17%	$529.00	$55,016,000
Webster	1920	49,000	302	56.23%	$5,441,373	$4,201,797	$5,600,000	Mechanical, Life Safety, & Security	$14,471,825	55.83%	$529.00	$25,921,000



School Name	Total Deficiency Estimate (2017 - 2022)
Mt Pleasant	$151,070,895
Central	$11,788,146
Classical	$40,278,711
Dr. Jorge Alvarez	$9,014,286
E-Cubed Academy	$7,500,444
Hope	$52,523,160
Juanita Sanchez Complex (JSEC)	$5,509,026
PC&TA	$12,434,329
Total	**$290,118,997**

Equity

The Providence Public School Department and the City of Providence are committed to an equitable distribution of projects that address both facility and educational adequacy deficiencies.

Section 9: Approval of Funding

Funding Approval

In 2018, the General Assembly approved a ballot initiative authorizing the State of Rhode Island to borrow $250 million to be invested in schools throughout the State. The City of Providence City supported a local ballot initiative approving a General Obligation bond not to exceed $160 million in 2019, $140 million in 2020, $120 Million in 2022 and $400 million in 2024 for school construction. Voters overwhelmingly supported all bonds.

Section 10: Operating Budget Analysis

Operating Budget Analysis

In this submission, Providence Public School District has identified project needs which, when completed, will repair, modernize, update, and address educational needs throughout the district's schools. These projects will reduce overall operating costs.

Design Components	Total Building Energy Expense	
	% Increase	% Savings
Additional Roof Insulation		4-10
Improved Building Envelope		5-10
Low flow / Waterless Fixtures		15-25
Building Automation Systems		20-30
Higher Efficiency Lighting		4-8
Variable Frequency Drives on Pumps		6-12
Higher Efficiency Boilers		3-8
New HVAC Systems	10-20	

The range of overall budget impacts will vary depending on the selected identified project that are completed.

Management Services Agreement

PPSD currently contracts Aramark Management Services Limited Partnership (Aramark) to provide the following operational services for the district:

• Cleaning and Custodial Services

• Maintenance Specifications

• Services not performed- but will be managed by Aramark

• Grounds Maintenance

• CHIPs Building

• Five Year Comprehensive Revitalization Plan

• Pool Cleaning and Maintenance

• Maintenance Definitions

Through their work, Aramark assures the proper upkeep and maintenance/repair work on all existing and future project work. Their participation in ongoing efforts for the district will ensure the longevity of all project systems and assure they are working in optimal condition which will help to reduce operating budget. The identified project needs will not affect transportation costs.

Section 11: Utility Incentives

Operating Budget Analysis

We have reached out to a representative from the National Grid Rebate Program regarding potential incentives for the upcoming renovation work in the City of Providence. Programs that are potentially available at this time include:

1. Custom incentives for major renovations (whole building retrofits and conversions) -

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/customrinewconstructionform.pdf
and https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/customriretrofitformfinal.pdf

2. Retrofit / replacement of variable speed drives –

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/vsdriretrofitform.pdf

3. Direct incentives on high efficiency HVAC equipment -

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/chillers_ri_new_construction_form.pdf
and https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ee7078-ci-upstream-hvac.pdf

4. Rebates on high-efficiency natural-gas heating equipment (including boilers, furnaces, and water heaters) –

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ne-ci-upstream-water-heater.pdf
https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ri-ci-hehe-final.pdf

5. Direct incentives for new Energy Management Systems -

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/emsretrofitriformfinal.pdf

6. Lighting system design assistance and rebates -

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ee5126ripointofsale1015.pdf
https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ri-performance-lighting-retrofit-form.pdf

While this is the current list of potential energy saving rebates and incentives, National Grid updates the program annually, so the opportunities will be revisited on each project to ensure that maximum savings are generated.

Section 12: Procurement Verification

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ANGÉLICA INFANTE-GREEN
Commissioner

DR. JAVIER MONTAÑEZ
Superintendent

Providence Schools

Providence Public School District
Office of the Superintendent
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9211
fax 401.456.9252
www.providenceschools.org

February 8, 2023

Joseph da Silva, Ph.D., NCARB, REFP
School Construction Coordinator
School Building Authority
Rhode Island Department of Education 255 Westminster Street
Providence, R.I. 02903

Dear Dr. da Silva:

The Providence Public School District located in the Town of Providence, Rhode Island intends to seek a Necessity of School Construction Application approval in accordance with the RIDE School Construction Regulations.

The district agrees to fund an Architectural Feasibility Study/Facility Master Plan necessary to complete the Necessity of School Construction application. The LEA acknowledges that it received the Owner's Project Manager, Educational Facility Planner, and Commissioning Agent templates provided by RIDE and will use these templates to procure necessary services.

The LEA agrees to procure the services of an independent engineering Commissioning Agent Services for projects, pursuant to the School Construction Regulations. All building inspections will be completed by August 1st, pursuant to Rhode Island General Law 16-21-3. The LEA has updated its Asset Protection Plan on ERIDE and authorizes RIDE to use this submission to satisfy the Asset Protection requirement.

I will be the point of contact for the application process. They can be reached via email (javier.montanez@ppsd.org) or by phone (401-413-6428).

Sincerely,

Dr. Javier Montañez, Ph.D.
Superintendent of Schools

Section 13: Appendices

All In Providence Education Summit

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Turning Hope Into Results

https://downesconstruction.sharefile.com/public/share/web-s626e7a8658434ffdb9f278d5b2ef130f

DOWNES CONSTRUCTION COMPANY

Draft Milestone Schedule Providence School Construction 2025-2027 — **January 28, 2025**

PPSD - School	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27
Swing Space Lauro/Hopkins		Design		Minor Renovations																																	
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Spaziano MS		New Construction																																			
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Kizirian-		Design & Precon			New Construction																																
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Fogarty		Design & Precon			New Construction																																
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Lima/Stuart PreK -8			Programming/Design & Precon						New Construction																												
Demo & abatement																																					
Swing Move																																					
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Messer PreK -8			Programming/Design & Precon						New Construction																												
Demo & abatement																																					
Swing Move																																					
Teachers/Admin Occupancy																																					
Students Occupancy																																					
Mt Pleasant HS			Programming/Design & Precon						New Construction																												
Demo & abatement																																					
Swing Move																																					
Teachers/Admin Occupancy																																					
Students Occupancy																																					
RFK PreK -8			Programming/Design & Precon						New Construction																												
Demo & abatement																																					
Swing Move																																					
Teachers/Admin Occupancy																																					
Students Occupancy																																					

Misc. Renovations

NECESSITY OF SCHOOL CONSTRUCTION INFORMATION AND INSTRUCTIONS

FY 2025
Improving Rhode Island's Public Schoolhouses

The State of Rhode Island is committed to providing high quality educational opportunities for all public school students. School facilities provide more than a place for instruction. The physical learning environment contributes to the successful performance of educational programs. (RIGL 16-105-1)

School Building Authority
Rhode Island Department of Education

Rhode Island Department of Education – School Building Authority | 255 Westminster Street, Providence, RI 02909
Telephone (401)222-4600 **Website:** www.ride.ri.gov

TABLE OF CONTENTS

INTRODUCTION

In June 2015, the Rhode Island General Assembly created the School Building Authority (SBA) within the Rhode Island Department of Education. The establishment of the SBA has heralded several important changes in state support for school facilities.

The Council on Elementary and Secondary Education (CESE) has the responsibility for determining the need for all school housing projects. This review of school housing projects serves two purposes: (1) qualification of the project for reimbursement under the state aid for Housing Aid, School Building Authority Capital Fund, and/or Bond Pay-Go; and (2) certifying to the General Assembly that the project is needed should the district require enabling legislation for a bond.

The Council on Elementary and Secondary Education (CESE) will consider new necessity of school construction applications on an annual basis (Fall and Spring). The School Building Authority reviews and preliminarily approves each completed multi-stage application and then makes their recommendations to the CESE who have the final authority to approve or deny each application.

Please note that the FY19 State Budget included several changes to the oversight, management, and funding of school construction projects. To ensure compliance with statute and regulations and maximize Housing Aid incentives, LEAs are required to hire Owner's Program Managers for all projects that exceed $2M in value. We welcome all questions which can be directed to the School Building Authority Staff.

School Building Authority Staff:

Dr. Joseph da Silva, Ph.D., NCARB, MESM
Healthy Environments Advance Learning Project Director,
School Building Authority Coordinator / Architectural Design Reviewer
(401) 222-4294
joseph.dasilva@ride.ri.gov

Keelia Kentor, ALEP
Educational Facility Planner / Architectural Design Reviewer
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School Building Authority Finance Officer
Rhode Island Department of Education
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Brian Lemay
Senior Project Manager, Healthy Environments Advance Learning
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brian.lemay@ride.ri.gov

Jorge Saenz
Education Facilities Planner / Architectural Design Reviewer
Healthy Environments Advance Learning
(401) 222-8935
jorge.saenz@ride.ri.gov

NECESSITY OF SCHOOL CONSTRUCTION OVERVIEW

The School Building Authority has two timelines for approval to assist LEAs as they fulfill their obligation to provide safe, healthy, and educationally appropriate school facilities for its students:

1. Fall Approval Timeline – December Council on Elementary and Secondary Education Approval
2. Spring Approval Timeline – May Council on Elementary and Secondary Education Approval

The multi-stage application process will follow the timeline and milestones below. **Any LEA that misses the outlined milestones or otherwise cannot keep to the timeline outlined may elect to delay their target approval date. The Council will consider projects in May and December to allow LEAs the time necessary to prepare and submit all required Necessity documentation.**

Spring (2025) Approval Timeline

Step 1 – Letter of Intent and STAGE I
- *Due on or before September 15th 2024*
- *SBA authorization to proceed to Stage II*
- *Meeting with School Building Committee*

Step 2 – STAGE II
- *Due on or before February 15th 2025*
- *SBA issues preliminary approval*

Step 3 – Council Approval
- *Commissioner recommends project to Council of Elementary and Secondary Education for approval in May 2025*

Step 4 – STAGE III
- *RIDE design reviews at SD, DD, and CD*

Fall (2025) Approval Timeline

Step 1 – Letter of Intent and STAGE I
- *Due on or before February 15th 2025*
- *SBA authorization to proceed to Stage II*
- *Meeting with School Building Committee*

Step 2 – STAGE II
- *Due on or before September 15th 2025*
- *SBA issues preliminary approval*

Step 3 – Council Approval
- *Commissioner recommends project to Council of Elementary and Secondary Education for approval in December 2025*

Step 4 – STAGE III
- *RIDE design reviews at SD, DD, and CD*

The availability of two timelines allows LEAs undertaking major projects and/or conducting districtwide masterplans the necessary time required to engage district and community stakeholders and to develop an educational program and specification that is aligned with their district Strategic Plan. The SBA will work with LEAs to establish milestones and target submissions that fit the community's needs.

- Please note that because applications are no longer accepted on a rolling basis, it is critical that the above-listed deadlines are met. **Failure to meet the deadlines at any of the stages may result in projects being moved to the next cycle.**

- Additional information can be attached to the application as deemed necessary.

- The Necessity of School Construction process applies to **all** renovation projects, new additions, or new facilities seeking state aid. RIDE SCR 200-RICR-20-05-4 applies to all new school construction and school renovations projects where the total cost exceeds $500,000.

- **NEW STAGE I & STAGE II SUBMISSION INFORMATION** – The RIDE SBA has launched a new Necessity of School Construction submission portal for the submission of Stage I and Stage II applications. The portal can be accessed at: https://portal.ride.ri.gov/

  Guidance for creating a username and submitting applications can be found on the RIDE website: https://ride.ri.gov/sites/g/files/xkgbur806/files/2025-02/Necessity%20Portal%20Guidance.pdf

  Please send any questions regarding Stage I and Stage II applications to:

  Keelia Kentor, ALEP
  Educational Facility Planner / Architectural Design Reviewer
  School Building Authority
  Rhode Island Department of Education

  E-mail: keelia.kentor@ride.ri.gov

Breaking Ground

Necessity of School Construction Approval Process and Timeline

LOCAL approvals

Identify your team
Pull together a School Building Committee, composed of city and school representatives

Letter of Intent
Send a statement of interest signed by Superintendent, School Committee, and municipal representative
Spring Approval: August / Fall Approval: January

Local Support
Stage II must include School Committee and City Council approvals
Spring Approval: February / Fall Approval: September

Memorandum of Agreement
Signed by School Committee and Superintendent

Voter Approval
For bonds, unless the municipality has a public building authority

6 months maximum

Stage I: Identify Need | **Stage II: Develop Solution** | **Approvals and Beyond...**

SBA Stage I Preliminary Approval
Authorization to move forward with Stage II
Spring Approval: September / Fall Approval: February

State Agency Reviews
DOA Planning, RIHPHC, Commission on Disabilities

SBA Stage II Preliminary Approval

Council Approval
With recommendation from SBA Advisory Board, Commissioner makes recommendation to CESE
Spring Approval: May / Fall Approval: November

Memorandum of Agreement
Signed by Commissioner

Enabling Legislation
For projects that are using bonds or other forms of indebtedness

STATE approvals

RIDE Rhode Island Department of Education

Under Construction

Seeing School Projects From Design Through Completion

LOCAL to-dos

Schematic Design Review
Stage III must include the project's major components, including engineering

Design Development Review
Provide greater detail, including an updated project budget

Construction Documents Review
Finalize the development of the project

LEA Bids
LEA goes out to bid and shares responses with SBA

Progress Reports
On the 12th of every month, OPMs provide a project progress report

Project Complete
For that year's cycle, projects must complete by June 30

Housing Aid
LEAs submit Housing Aid forms by July 15

SBA Approvals
The SBA must review and approve each of these components: schematic design, design development, and construction documents.

September 15 & March 15
RIDE makes Housing Aid payments twice annually for projects completed by June 30

STATE to-dos

RIDE Rhode Island Department of Education

NECESSITY OF SCHOOL CONSTRUCTION

STAGE I

INFORMATION AND INSTRUCTIONS

STAGE I APPLICATION

The submission of Stage I expresses an LEA's intent to seek a Necessity of School Construction approval and confirms a commitment to procure appropriate professionals, establish a School Building Committee, and to conduct an Educational Facility Master Plan.

The Stage 1 checklist and explanatory detail is provided below.

STAGE I - CHECKLIST

1. __ Statement of Interest & Project Justification (see SOI checklist below)

SOI Checklist:

__ Name of Local Education Agency (LEA) and Point of Contact

__ Written agreement stating that the LEA will procure the services of an Educational Facility Planner for the application and an independent engineering Commissioning Agent for the proposed work.

__ Initial Compliance Certification Form signed by the Superintendent of School, and the Chair of the School Committee (*see Appendix A*).

__ School Building Committee Members list and backgrounds (*Use letter template – Appendix B*) Confirm School Building Committee membership and provide signed letter and table provided in Appendix B. The Committee can include additional members as necessary to comply with local or charter requirements; however, the School Building Committee must include all members as outlined in the School Construction Regulations.

__ Written acknowledgement from the LEA stating they received the Educational Facility Planner RFP template, which they may choose to use in their procurements. (*See Appendix C*)

__ Written statement that the LEA will confirm and obtain building inspections or notify responsible parties to determine that school buildings conform to appropriate state law and regulation by August 1st, pursuant to Rhode Island General Law 16-21-3.

__ Statement of Interest must be signed by the Superintendent of Schools, School Committee Chair, and Municipal Representative.

Project Justification Checklist:

__ Executive Summary of Stage I application, including:

__ Roster of all existing buildings, including building name, address, age, gross square feet (GSF), use, grade configuration, and current enrollment.

__ LEA Map with Highlighted Educational Facilities.
LEAs can use the Summary Maps provided on RIDE's Website.

__ Asset Protection Plan
LEA must confirm it has submitted its Annual Asset Protection Plan on ERIDE and authorizes RIDE to use this submission to satisfy the requirement for Stage I.

__ Description of LEA facility conditions, recent capital improvements, status of existing approvals, issues to be addressed.

__ Overview of Facility Master Plan, including whether the proposed project includes renovation of a current building, a major renovation, an addition, or construction of a new building.

__ Project Priorities - LEA must demonstrate perceived priority need in accordance with statute and identified school deficiencies are to be outlined along with demonstration of applicable category (*see Appendix D*). Project priorities must be reconciled with the prioritization of projects conducted by Jacobs for the statewide assessment.

__ Project Schedule, including RIDE submission and review dates.

__ ***For Major Projects Program***: provide description of educational facility planning process to be undertaken, including:

__ Development of educational facility program specifications,

__ Analysis of school facility capacities per current use,

__ Financing mechanism anticipated.

__ If applicable, also provide projected capacity when delivering the LEAs educational program if it differs from the capacity per current use. Capacities must be reconciled with those provided by Jacobs in statewide assessment.

__ Proposed detailed schedule for educational facility planning process, including major milestones such as local approvals and submissions to RIDE (Stage I, Stage II, and any other anticipated submissions). This will become the basis for the LEA's Major Projects submittal schedule.

2. __ Certified Educational Facilities Manager Credentials

RIDE 1.11-2 establishes minimum requirements for the employee who supervises buildings and grounds for school districts. Provide a resume and evidence of any building maintenance and/or operation certificates.

__ Confirm adoption of Indoor Air Quality Assessment & EPA "Tools for Schools."
Provide a copy of the resolution signed by LEA requiring participation in an indoor environmental management plan, equivalent to US EPA's Tools for Schools (NECHPS Operations and Metrics Prerequisite 6.0 – Indoor Environmental Management Plan).

3. __ Capital Facilities Improvement Plan

Fast Track Repairs:

LEAs submit five (5) year capital improvement plans so that approval is only necessary once every five years. These plans should include projects that are capital improvements to the existing facility and not related to maintenance and operations. The plan must include high priority deficiencies, and the prioritization must be reconciled with the statewide assessment data provided by Jacobs. Capital Improvements Plans that are focused on high priority projects must also allocate at least 10% of construction costs to appurtenances that improve school environments.

Equipment purchases are not reimbursable as capital improvements. For example, computer purchases are not approvable capital items; however, the wiring and infrastructure changes necessary to upgrade the technology would be acceptable.

Major Projects Program:

Provide a vision statement; define focus elements, expectations, aspirations and needs which influenced the recommendations for the improvement plan. List and describe each recommended project and plan execution order/priority. The plan should include school level, phase, location, grades housed, year built, total gross square footage site size, condition of school building, present enrollment, student capacity, capacity difference, suggested enrollment and square footage, proposed action, and proposed cost. The timeline for the improvement plan should outline the capital costs plan per year with appropriate escalation factors. Consideration must be given to swing spaces and ability to finance.

Only projects included in the capital improvement plan will be eligible for approval. A Capital Improvement Plan is a long-range plan, typically five years, which identifies capital needs in a LEA and provides a funding schedule and timeline for implementation. The capital improvement plan allows for systematic evaluation of all projects at one time so that an LEA can anticipate future needs. The capital improvement plan should not include routine maintenance expenses of the LEA but should include the required upkeep of the facilities, including, but not limited to, roof repairs, heating and ventilation system repairs, or window and door replacement.

4. __ Facilities Analysis (Comprehensive Facilities Assessment)

LEAs have the option of using the Statewide Assessment data provided by Jacobs Engineering or conducting their own facility assessment.

If the LEA is using the facility condition data compiled by Jacobs Engineering:
Provide written notification if the LEA elects to use the facility condition data compiled by Jacobs Engineering as part of the Statewide Facilities Assessment to satisfy this requirement. **The School Building Authority will provide documentation into the application for LEAs electing to use this information.** LEAs electing to use this information must review and reconcile the Assessment data, including deficiencies, costs, FCI, and any other pertinent information. Once submitted to the SBA, the assessment will represent the LEA's understanding of facility conditions at its facilities and as such will become the basis of the Necessity application. ***Please note that the conditions data does not satisfy the requirements for Schematic Design required for Stage II***.

If not using the facility condition data compiled by Jacobs Engineering, the Facilities Analysis must include a Facility Analysis. The Facility Analysis should list any deficiencies in the LEA's existing buildings and include indoor environmental quality and cosmetic improvements. The Facility Analysis must be conducted by a licensed engineer and must include:

__ Inspection and analysis of the building envelope (roof, walls, glazing, foundation, floor/slab).

__ Inspection and analysis of the structural elements of the facility.

__ Inspection and analysis of all mechanical systems, including condition, age, energy efficiency, levels of ventilation, and compliance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards.

__ Inspection and analysis of the lighting system, including condition, age, energy efficiency and lighting levels.

__ Inspection and analysis of all controls including lighting controls and sensors, energy management systems, and emergency shutoffs.

__ Inspection and analysis of all fire, safety and security systems including emergency plans.

__ Analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.

__ The facility analysis must also include site, plumbing, technology, and code assessments. The submission must include diagrammatic Floor and Site Plans for each LEA facility.

__ Facility analysis must include prioritization of deficiencies that is aligned to and/or reconciled with the statewide assessment prioritization of deficiencies provided by Jacobs.

5. __ LEA & Community Demographics

Provide comprehensive enrollment information, including but not limited to individual school capacities with current and projected enrollments. This study should analyze and consider a wide range of variables such as population size, migration, births, deaths, age composition and distribution, school populations by race, housing property values, real estate transaction trends, and projections for charter public schools as well as non-public schools. The submitted projections should include a minimum of five years out, but ten (10) years are preferred. All demographic projections should be compared and reconciled with the demographic study included in the statewide assessment.

__ LEA-wide Existing & Projected Enrollments by School

__ Community Data - projected populations and statistics; housing development statistics and analysis; immigration. To obtain a comprehensive understanding of LEA and community demographics, the analysis should also include geographic statistics and analysis, ethnic/racial data, and private and charter school migrations.

__ ***For Major Projects Program:*** LEAs must specify the target population using a 5-year census-based forecasting projection.

6. __ Cross Districting Due Diligence

Provide an analysis of potential economic and non-economic impact of leveraging cross-districting, which shall demonstrate that the LEA has considered district boundaries, other existing facilities, and population trends in determining the need and site of proposed projects.

__ Neighboring LEA Demographics (District wide by School)
__ Existing & Projected Enrollments

__ Minutes of Meeting/Correspondence with Neighboring LEAs

__ Analysis of Potential Economic and Non-economic Impact

__ Individual School Student Capacities

7. __ Educational Program Due Diligence

Design and Educational Program means a comprehensive numerical and written description of a LEA's specific educational program for a specified number of students over a specified period. It shall include: an itemization of spaces needed to support the educational program, complete to the degree that a designer may use it as the basic document from which to create the design of a school facility; the instructional programs, grade configuration, type of facility, and the spatial relationships for the functions housed at the facility; the number of students and a list of any specialized classrooms or major support areas, non-instructional support areas, or external activity spaces; gross and net square footage of any affected existing facility; the overall security and security measures taken to safeguard the facility and its occupants; the school administrative organization; and the hours of operation that include the instructional day, extracurricular activities, and any public access.

The Design and Educational Program shall begin with a thorough, in-depth explanation of curriculum goals and instructional activities that occur within the learning environment of the facility

affected by the proposed project. The Design and Educational Program shall comply with all applicable laws and applicable CESE and SBA regulations, including but not limited to, those governing curriculum, basic education program, and length of school day and year. In addition, the Program should include a detailed plan regarding any CTE programs to be added in secondary schools. The plan will be reviewed by RIDE's Office of College and Career Readiness to ensure it complies with RIDE's expectations for CTE. LEAs should consider RI's workforce needs, assure that all RIDE-approved standards can be met, and follow RIDE's new program processes. The Design and Educational Program for the proposed project shall include an itemization of each functional space and determination of square footage allocations, a calculation of total building square footage, and establish a realistic construction budget.

The education specifications section should also address external space. The LEA should indicate whether there is enough space for parking, bus turnaround, recess areas, athletic fields, and any other external item necessary to adequately administer the school.

Include a description as to how grade organization in the LEA will be affected by the proposed project. For example, a new middle school may consider shifting Grade 6 from Elementary and/or Grades 7-8 from High School. Note how the LEA has planned for changes in grade organization, i.e., consolidation of services to avoid duplication.

For proposals for schools serving more than 400-500 students, LEAs are encouraged to address the smaller instructional and support services groupings that are necessary to provide personalized learning environments. This may include creating small learning communities of 400-500 students in larger schools; creating advisories, or other opportunities that allow students to be well known by at least one adult; and other strategies that facilitate the care of individual student's social, emotional, academic, and future career needs.

__ Existing School Capacities and Grade Configurations
LEAs must reconcile school capacities with the three capacities provided in the Statewide Assessment.

__ Utilization Analysis
Include a quantitative analysis detailing how all educational spaces – both internal and external – are to be used. For specialized spaces or spaces not usually found in a typical educational program, provide a detailed assessment of how frequently these spaces will be used, including the number of periods/blocks a day the room is anticipated to be in use and the number of students anticipated to be enrolled in the space.

__ Approved Educational Program certified by School Committee

__ Educational Program Needs Assessment

__ *Educational Facility Planning Services Master Price Agreement* (not required)
Please note that the State of Rhode Island has created Master Price Agreement 575 for Educational Facility Planning Services to assist LEAs and expedite the procurement of services to comply with this requirement.

8. __ Planning Activities

The intent of this section is to summarize project planning activities. This section will provide a description of the procurement process for any consultants assisting the LEA, an identification of the consultant team, and describe the planning meetings.

In addition, this section will describe the alternatives explored, historical implications of existing facilities, and the energy efficient and smart growth concepts considered. Failure to perform adequate research while planning may result in the development of incomplete educational specifications, pursuit of a school construction project which does not address all the LEA needs, costly change orders during construction, or insufficient local support for the project and defeat at referendum. Refer to the *Recommended Action Plan* prepared by Jacobs for planning recommendations.

__ Describe the project planning activities, including any activity by existing committees, as well as options the planning team developed.

__ ***Major Projects Program:*** For projects considering a new site or an addition to an existing building, please describe assessment of the proposed site per the School Construction Regulations, the Northeast Collaborative for High Performance Schools protocol, and all applicable local and state statutes and regulations, including the Industrial Property Remediation and Reuse Act. *(See Appendix D for excerpts of school siting regulations and guidance)*

__ ***Major Projects Program:*** Describe whether the LEA considered smart growth concepts with relation to educational facilities and the impact of suburban sprawl in developing and planning for new construction. If possible, projects should encourage revitalization of existing facilities and consideration should be given to locating facilities in areas that are already served by existing or planned water, sewers, and other public infrastructure.

__ Statewide and Local Planning Considerations: Describe whether the planning committee considered statewide and local planning implications of existing facilities, including the local comprehensive plan. Provide a description of any coordination with local officials regarding site selection, possible consolidation, proximity to community resources, transportation impact, storm water pollution prevention and site layout.

If the project involves renovating or demolishing a building, please advise the Rhode Island Office of Strategic Planning and Evaluation.

9. __ Approval of Funding for Architectural Feasibility Study

Include a proposed scope of work for the Feasibility Study, including Educational Facility Master Plan.

10. __ Operating Budget Analysis

Provide a preliminary overview of available or projected local funding. Submit analysis of the impact on the operating budget of the proposed project(s). Include savings and/or cost of additional maintenance, instructional and/or support staff, additional utility costs, transportation, and potential additional revenue.

__ Using the RIDE Uniform Chart of Accounts (UCOA) database, provide a preliminary analysis of the LEA's operations expenditures per pupil, as compared with peer LEAs.

11. __ Utility Incentives –

    LEAs are required to participate in energy efficiency and technical assistance programs that are available through applicable utility and government programs. To maximize the incentive, LEAs must work with the utility company from early in the planning process.

    For new construction and renovations in existing buildings provide evidence of correspondence with Mike Cunningham (mhcunningham@rienergy.com) at Rhode Island Energy.

12. __ Document how all preliminary planning consultants' contract procurement satisfies applicable laws.

    __ Provide assurance that all contracts and subcontracts are in conformity with all applicable provisions of federal, state, and local law and regulations, including those related to minority hiring. Additional information is available on the following website ***www.mbe.ri.gov***.

    __ Provide request for proposal used to solicit quotes from vendors for Architectural/Engineering services, School Committee Meeting Minutes, or provide documentation from City/Town Solicitor that the procurement satisfies all applicable laws.

End of STAGE I Checklist

STAGE I SBA REVIEW

REVIEW OPTIONS:

Approval: The School Building Authority (SBA) approves the Application and schedules and conducts a conference with the School Building Committee and SBA at which questions about the Application may be asked and answered and the school construction regulations and feasibility study requirements are discussed. If a project is approved, a written timeline will be established for how the project will proceed.

Further information needed: The School Building Authority (SBA) returns the Application with requests to provide timely answers to questions, clarification of prescribed issues or request supplemental information. This step may also include a Plan Review where the concerns are addressed at the scheduled conference. LEAs proceeding beyond the Stage I application process, without SBA approval, are not in conformance with Necessity for Construction regulations.

Disapproval: The School Building Authority (SBA) returns the Application and notes the reasons for disapproval. The LEA may request a meeting with RIDE to review the Application and the decision.

NECESSITY OF SCHOOL CONSTRUCTION

STAGE II

INFORMATION AND INSTRUCTIONS

STAGE II APPLICATION

The intent of this step is to develop and agree on a solution to the verified capital improvement needs at the LEA. LEAs must receive Stage I preliminary approval and submit State II applications by the required date for consideration by the Council.

CHECKLIST

1. __ Project Summary and Prioritization

   The intent of this section is to summarize and clearly justify why the proposed project is necessary.

   __ For each educational facility in the LEA, indicate the overall proposed scope of work - i.e., renovation, addition, consolidation, new construction, etc.

   __ Clearly state the **lump sum funding request** for the proposed project(s).

   __ Projects must be prioritized per the LEA's perceived needs with justification that clearly aligns any proposed capital improvements with the priorities established by statute (RIGL *16-105.9*). The application must include the prioritization of proposed school improvements following the format used for the Statewide Assessment. Any deviations from the prioritization provided in the Statewide Assessment must be reconciled in the application. If the application is focused on high priority projects, the LEA must also allocate at least 10% of construction costs to appurtenances that improve school environments, including indoor environmental quality and cosmetic improvements.

   __ If new construction is proposed, indicate why new construction is required as opposed to renovating existing facilities. Reference the current condition of existing facilities and data that supports the need for the project, including enrollment projections, community data, and project cost comparisons.

   __ With renovation projects, the application should clearly indicate that the condition of the affected facilities is poor. The application should note whether the renovations are necessary for building code compliance, health and safety concerns, security issues, etc.

   __ Summarize enrollment projections for the next five years by grade with a brief analysis (increases/decreases from year to year shown in actual numbers or percentages) of how the data supports the need for the project. Local enrollment projections should be supported by those from an outside source.

   __ Include a summary of community data, e.g., population, housing stats, birth rates, or immigration estimates, and an analysis of how the data supports the need for the project. **The enrollment projections must also be compared to and reconciled with those provided by Jacobs in the Statewide Assessment.**

   __ Summarize the cost comparison between this project and other alternatives reviewed. If the project involves a new facility, the cost analysis must show clearly and fully that the proposed new construction is the best available alternative to meet the projected need based upon educational programs to be housed, total cost effectiveness, and the public interest. Include a

consideration of indirect costs associated with the project, such as new sewers, roads, transportation, or utilities. If there are surplus buildings, include benefits or costs to the public, such as re-sale value or demolition costs. If the project is a renovation of an existing building, include documentation that the building is structurally sound or can reasonably be made so.

__ Summarize any other information deemed necessary to support the need for this project. Applicants must include a list of building deficiencies that this project will remediate, such as capacity issues, indoor air quality issues, ability to offer ancillary services, providing appropriate learning environments, etc.

2. __ Architectural Feasibility Study

__ Design and Educational Program means a comprehensive numerical and written description of a LEA's specific educational program for a specified number of students over a specified period. It shall include:

__ A thorough, in-depth explanation of curriculum goals and instructional program and activities that occur within the learning environment of the facility affected by the proposed project. The Design and Educational Program shall comply with all applicable laws and applicable CESE and SBA regulations, including but not limited to, those governing curriculum, basic education program, and length of school day and year.

___ Gross and net square footage of any affected existing facility.

__ Type of facility.

__ Existing and proposed grade configuration. Include a description as to how grade organization in the LEA will be affected by the proposed project. For example, a new middle school may consider shifting Grade 6 from Elementary and/or Grades 7-8 from High School. Note how the LEA has planned for changes in grade organization, (i.e., consolidation of services to avoid duplication).

__ Student capacity and enrollment, both existing and proposed.

__ The overall security and security measures taken to safeguard the facility and its occupants.

__ The hours of operation that include the instructional day, extracurricular activities, and any public access.

__ An itemization of spaces needed to support the educational program, including any specialized classrooms or major support areas, non-instructional support areas, or external activity spaces. The itemization should also include square footage allocations and a calculation of total building square footage, complete to the degree that a designer may use it as the basic document from which to create the design of a school facility.

__ External activity spaces should include but are not limited to parking, bus turnaround, recess areas, athletic fields, and any other external item necessary to adequately administer the school.

__ Narrative and adjacency diagram outlining the spatial relationships for the functions housed at the facility. Narrative should include descriptions of major space type, including the design capacity of students, teachers and paraprofessionals, activities to be supported, equipment to be accommodated, a description of the key adjacencies, and a diagrammatic layout of the space. The adjacency diagram shall be a bubble diagram illustrating the approximate size and relative location of the proposed major space types in the building and on the site and shall align with the itemization of educational spaces. In addition, the adjacency diagram should note key site features, including but not limited to the main and service entries, pedestrian pathways, pickup/drop off routes and recreational fields. Please see Appendix F for an example of an adjacency diagram.

__ For proposals for schools serving more than 400-500 students, LEAs are encouraged to address the smaller instructional and support services groupings that are necessary to provide personalized learning environments. This may include creating small learning communities of 400-500 students in larger schools; creating advisories, or other opportunities that allow students to be well known by at least one adult; and other strategies that facilitate the care of individual student's social, emotional, academic, and future career needs.

__ The school administrative organization.

__ Comparison of costs between project and other alternatives. If the project involves new construction, the cost analysis must show clearly and fully that the proposed new construction is the best available alternative to meet the projected need based upon educational programs to be housed, total cost effectiveness (including life cycle cost analysis using twenty years as the lifetime), and the public interest. A consideration of indirect costs associated with the project, such as new sewers, roads, transportation, or utilities must be included. If there are surplus buildings, include benefits or costs to the public, such as re-sale value or demolition costs.

__ Certification by Professional Structural Engineer registered in Rhode Island demonstrating that the building is structurally sound or can be made so reasonably.

__ LEA's High Performance Green Status/Goals

To ensure that integrated design, construction, and maintenance approaches are consistent with the goals of High-Performance Schools, documentation of implementation of the following policy and operations prerequisites are required:

__ Creation of an integrated design approach that ensures that the high-performance standards and the overall goals of Northeast-CHPS are met and that they are consistent with state policy. The LEA, School Board, Board of Trustees, or appropriate school leadership must pass a board level resolution that mandates compliance with NECHPS.

__ Implementation of the EPA's Tools for Schools program or an equivalent indoor environmental management program for the new or renovated school. Provide a resolution signed by the LEA requiring participation in Tools for Schools (or equivalent) for its schools.

__ Implementation of a school maintenance plan that includes an inventory of all equipment in the new or renovated school and its preventive maintenance needs.

__ Establishment of a written policy requiring all newly purchased equipment and appliances to be used in the school be ENERGY STAR compliant. Additionally, the policy must prohibit the purchase of low efficiency products, including incandescent task lights, halogen torchieres, and portable electrical resistance heaters.

__ Adoption of a no idling policy that applies to all school buses operating in the LEA and all vehicles operating in the school grounds.

__ Adoption of a ban on the use of CFC- or HCFC-based refrigerants in building Heating, Ventilating, Air Conditioning, & Refrigeration (HVAC&R) systems.

__ Consideration of LEA or school facility consolidation

Submit an analysis of the option of school consolidation and LEA consolidation. The analysis must include acknowledgement and reconciliation of the utilization analysis of the LEA provided by Jacobs in the Statewide Assessment. Documentation shall include:

__ Current and five-year projected school capacity and enrollment by school and grade.

__ A map of the LEA showing the location of the site or sites under consideration and the location of existing school buildings in the LEA.

__ The attendance area to be served by the proposed school and the number of school-age children who reside within the attendance area and future demographic projections for the LEA and attendance area.

__ A map of the nearest adjacent LEA(s) showing their buildings and attendance areas.

__ Other potential non-school buildings evaluated for conversion, include information on age, location, size, nearby community services and buildings, cost, and needed modernization.

__ Information regarding any school buildings abandoned by the LEA or converted to other use by the community in the last ten years including a map of their location in the LEA.

__ A comparative analysis of the potential impact of building sites on student transportation and local traffic conditions including traffic impact, public transportation opportunities, times of transit by school transportation, and cost of any changes that would be required to roads or the transportation system; and

__ Documentation must also be provided demonstrating that a licensed professional engineer has examined soil conditions for structural integrity and drainage to determine the suitability or lack thereof of possible sites and identified the existence of soil conditions which may increase site development costs.

__ Analysis of Historic Implications:

Describe whether the planning committee considered historical implications of existing facilities. If the project involves renovating or demolishing a building, please advise the Rhode Island Historical Preservation & Heritage Commission.

__ Traffic/Transportation Impact Plan

Whenever possible, sites shall be located close to public transportation. To reduce automobile-related pollution and conserve energy, designs shall incorporate the use of public transportation and carpooling by minimizing parking, creating bike facilities, providing safe walking/biking access, and other appropriate design elements. Additionally, applicants shall consider the proximity of other services in the community, such as supermarkets, commercial office buildings, grocery stores, day cares, cleaners, fitness centers, hair care, hardware, laundry, medical/dental services, senior care facilities, public parks, pharmacies, post offices, banks, libraries, and community centers.

__ Preliminary energy analysis or modeling

__ Include an analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. **The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.** The analysis must include reconciliation with the Energy Report Card provided by Jacobs in the Statewide Assessment.

__ Consideration of the effects of initial capital costs versus maintenance costs over the life of the building with the goal of reducing such maintenance costs. LEAs must include a narrative that addresses the strategies for training, operating, and maintaining the complex HVAC systems and controls.

__ *Energy Management Consulting Services Master Price Agreement* (not required)

Please note that the State of Rhode Island has created Master Price Agreement 508 for Energy Efficiency Services to expedite the procurement of services to comply with this requirement. LEAs are under no obligation to use vendors from the approved list.

__ Feasibility of using renewable energy technologies

Consideration of life-cycle costs estimates of all feasible energy systems to identify the system with the lowest life-cycle cost estimate.

3. __ Schematic Design Documents.

LEAs that use facility condition data from the Statewide Facilities Assessment must have professional architects and engineers to develop Schematic Design documents and cost estimates. Schematic Design requirements are established by School Construction Regulations (1.09) and further guidance is provided in the Design Review Guidance document at RIDE's website.

4. __ Design and Construction Cost Projection**.**

Cost projections must consider the effects of initial capital costs versus maintenance costs over the life of the building with the goal of reducing operation and maintenance costs. LEAs must demonstrate the incorporation of life cycle cost analysis in the selection of mechanical systems, equipment, and materials.

__ Provide a detailed breakdown of the costs associated with this project, using the Project Budget Planning Worksheet. This cost analysis should include not only the estimated costs of construction escalated for inflation at the anticipated bid date, but also the project management and design fees. Refer to Section 1.07-1. **Project management, design fees and other soft costs shall not exceed 20% of the hard costs, as determined by the SBA.** Cost estimates must be reconciled with those provided by Jacobs in the Statewide Assessment.

Basic architectural services shall consist of the following phases: schematic design, design development, construction documents, bidding, and construction administration. These services should include the following: architectural drawings, mechanical, electrical, plumbing, fire protection, structural, site development, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for laboratory, library/media center and kitchen space, code consultants, accessibility, and other services established by the SBA. Additional architectural services may include geotechnical consultants, asbestos consulting, wetlands flagging, and other additional services as determined by the SBA.

Cost projections must be broken down between new space (i.e., addition) and space improvements (i.e., renovation). If a LEA is building an addition onto a school as well as conducting major renovations, the soft costs shall be pro-rated between the two aspects of the project. By separating the costs, the SBA can compare the cost of the new construction versus renovation. The cost comparison should also include an evaluation of the potential for the use of historic tax credits for historic buildings that are being reused or surplused.

Please note: RIDE releases an annual School Cost Analysis. Projects will not be reimbursed above the maximum allowable cost per square foot.

5. __ Financing Plan

LEAs must consider the impact on the operating budget of implementing the project in such detail and format as required by the CESE, including but not limited to, an estimate of the costs of additional maintenance required of the LEA, the costs of additional instructional or support staff, additional utility costs, the costs of additional transportation, if any, and the estimated revenue, if any, from the sale or lease of any school facility decommissioned as a result of implementing the project.

__ The Financing Plan must include any assumptions regarding the bonuses and pay-as-you-go funding activated by the passage of the $250M school construction bond.

Consider how financing this project will impact the LEA, including the LEA's current level of indebtedness, and estimate potential increases in the local tax rate because of the proposed project.

__ Indicate how this project will be financed. If the project is to be supported by financing other than a general obligation bond, please indicate the alternative financial mechanism selected and a brief explanation as to why it is sound and cost efficient both in terms of the project itself and overall municipal fiscal policy and practice. Please keep the following items in mind when considering financing mechanisms:

__ The financial mechanism must meet the test of prudent municipal financing policy and shall have a term no longer than the useful life of the project.

__ Interest costs are reimbursable only on general obligation bonds issued through the Rhode Island Health and Education, Building Corporation (RIHEBC).

Contact Information:

Ms. Kimberly W. Mooers
Executive Director
RI Health and Education Building Corporation
170 Westminster Street
Providence, RI 02903
Phone: (401) 831-3770
Fax: (401) 421-3910
Email: kmooers@rihebc.com

__ The normal public review required for financial mechanisms other than bonds (e.g., formal appropriation of funds by a city or town council) will be required prior to reimbursement.

__ **Charter Public Schools Only**: Because charter schools do not require municipal support, please provide a description and defense of the funding mechanism. Indicate where the additional funds will come from to make the debt service payments. Note: if the charter school fund-raises to pay for part of the capital campaign, this portion of the project cost will not be reimbursable under the Housing Aid program.

6. __ Site Purchase Plan (if necessary)

LEAs must provide detailed information about the location, cost, and acquisition plan for any new site. The site must meet all site standards included in these regulations. The LEA has sole responsibility for identifying and acquiring control of the site. Information should include, but is not limited to:

__ Plan map of site to be acquired, including topographical and contour lines, adjacent properties, land uses, access roads, deed restrictions, easements, protective covenants, rights-of-way, and environmentally sensitive areas, acreage, and dimensions of proposed tract to be acquired and anticipated footprint of proposed school.

__ Fair market appraisal substantiating purchase price. RIDE will not reimburse amounts above the purchase price listed in the appraisal.

__ Executed purchase and sale agreement. ***The closing date must be scheduled after CESE approval.***

__ Analysis of whether the site meets all standards outlined in RIDE regulations, including but not limited to environmental assessments and remediation requirements, permitting, and zoning requirements. (See section 4.6.2 Responsible School Site Selection of School Construction regulations).

7. __ Local Support

LEAs must submit documentation of community support for the project, including:

__ City/Town Council authorization to submit Stage II application to RIDE.

__ School Committee authorization to submit Stage II application to RIDE.

__ Timeline for when the project will be submitted to voters for approval, if applicable.

8. __ Project Timeline

__ Submit detailed project schedule through completion including post occupancy energy commissioning and including SBA plan review submittals at 100% SD, 100% DD and 60% CD.

9. __ Commissioning Agent Services / Owners Project Manager / Clerk of the Works

__ The LEA must procure the services of an independent engineering Commissioning Agent. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent of a project. **The Commissioning Agent must be secured prior to the design phase of the project.** The Commissioning Agent must be independent and procured separately from the contract for the LEA's construction services. The Commissioning Agent will be responsible, in part, for the local reporting required to implement state enforcement of the regulations for the project during the design, construction, and operational acceptance process to ensure compliance with the regulations during integrated design. During schematic design and design development, the Commissioning Agent will verify that all standards have been met through meetings with the design team and review of plans submitted by the design team. The Commissioning Agent will continue to monitor compliance with these regulations through the development of construction documents and through the construction process to ensure that all building systems, mechanical and lighting equipment, and all specifications are following regulations, included in and consistent with all plans, construction documents, and cost estimates. The Commissioning Agent will submit reports certifying compliance with all standards and regulations to the SBA and the LEA representative. The Commissioning Agent should work closely with the LEA's project manager, also referred to as clerk of the works.

Commissioning should consist of **two components**:

- Evaluation and verification of MEP systems

- Evaluation and verification of consistency with standards outlined in the educational specifications developed as part of the Educational Due Diligence portion of Stage I.

The MEP Commissioning Agent must:

- Bring the owner's needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations.
- Improve the building's overall performance by optimizing energy-efficient design features and directly addressing issues like equipment performance testing and system integration; and
- Verify that building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.

The Educational Commissioning Agent must:

- Ensure the educational design intent for the project is maintained during the design, construction, and operational acceptance process.
- Verify that all RIDE Basic Educational Program (BEP) regulations and design standards established in the District Facilities Master Plan have been met through meetings with the design team and review of plans submitted by the design team during schematic design and design development.
- Continue to monitor compliance with these regulations and standards from the development of educational facilities master plan throughout the construction process.
- Bring the owner's needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations.
- Improve the building's educational performance by optimizing pedagogically effective design features.
- Verify that building staff and faculty members are well-trained and possess the support they need to utilize the spaces to their fullest potential and intended purpose.

__ *Commissioning Agent Master Price Agreement (not required)*

The State of Rhode Island has created **Master Price Agreement 462 for Commissioning Services** to expedite the procurement process. LEAs are under no obligation to use vendors from the approved list.

__ Submit a narrative outlining the timeline for procurement and onboarding of the Commissioning Agent. If the LEA opts not to select a vendor from the Master Price Agreement, provide a sample RFP for the Commissioning Agent service.

If the project is approved, a Memorandum of Agreement will be entered into with the LEA that sets forth the dollar authorization for the project (budget agreement), the scope of the project, and any contingencies that the LEA must comply with. LEAs will be required to agree to any contingencies noted in the Memorandum of Agreement. A standing contingency is that LEAs will be expected to warn and conduct the vote for public approval for funding within six months of the Council's approval. If the voters do not approve the project within that time frame, the approval will expire, and LEAs will have to start at Stage 1 again. The LEA will submit a signed copy of the Memorandum of Agreement to RIDE within 10 days of receipt. The Superintendent, or other chief administrative officer of the LEA, as well as all members of the School Committee must sign the agreement.

End of STAGE II Checklist

STAGE II SBA REVIEW

REVIEW OPTIONS:

Approval: The School Building Authority (SBA) provides a preliminary approval of the Application and advances a recommendation to the SBA Advisory Board and then to the Council on Elementary and Secondary Education.

Further information needed: The School Building Authority (SBA) returns the Application with requests to provide timely answers to questions, clarification of prescribed issues or request supplemental information. LEAs that proceed with any projects without SBA approval, are not in conformance with Necessity for Construction regulations and will not be eligible for State aid.

Disapproval: The School Building Authority (SBA) returns the Application and notes the reasons for disapproval. The LEA may request a meeting with RIDE to review the Application and the decision.

APPENDICES

APPENDIX A – INITIAL COMPLIANCE CERTIFICATION

This Initial Compliance Certification ("ICC") must be completed by all Applicants, as defined by RIDE School Construction Regulation (SCR) 200-RICR-20-05-4.3.A.1, who intend to submit a Necessity of School Construction application to the Rhode Island School Building Authority (the "Authority"), as defined by to R.I.G.L. 16-105.2*. The Authority will not consider a District, as defined by RIDE School Construction Regulation (SCR) 1.01, to be eligible for School Housing Aid or School Building Authority Capital Funding until after the District has properly submitted an ICC and received Council on Elementary and Secondary Education approval.*

1. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with R.I.G.L. 16-7-35 through 16-7-45 and RIDE SCR 200-RICR-20-05-4 *et seq.* which require the Authority's collaboration and approval at each step of the Necessity of School Construction approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for state aid.

2. The District hereby certifies that it will study and consider all available options for remedying the deficiencies identified through the Necessity process, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

3. The District hereby acknowledges and agrees that, before the Council on Elementary and Secondary Education can grant final approval of a Project, the District must submit documentation of community support, including City/Town Council and School Committee approvals, vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget, as agreed to by the Authority and as described in RIDE SCR RIDE SCR 200-RICR-20-05-4.

4. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms (certifications, statements, affidavits, and agreements) established or developed by the Authority.

5. The District hereby acknowledges and agrees that it will notify RIDE in writing six months prior to the sale, lease, demolition or other removal from service of any school facility in the district's jurisdiction, or portion thereof. Where a building that has received school construction payments from RIDE for a building that has not remained in service for 50 years, RIDE may recapture at its discretion a portion of the State aid.

6. The District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues, as identified through the Necessity of School Construction process, or as otherwise determined by the Authority. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and

agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants, and relationship to other community facilities in accordance with the School Construction Regulations.

7. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, shall have a useful life of fifty (50) years as a public school in the District as required by RIDE SCR 200-RICR-20-05-4.

8. The District hereby acknowledges and agrees that it shall procure the necessary professionals to conduct any necessary assessments, develop an educational program and specification, design and engineer Approved Projects, and manage construction. The necessary professional must monitor compliance with the regulations through the design and construction process to ensure that all building systems are in compliance with regulations and are consistent with all plans, construction documents, and cost estimates as required by RIDE SCR 200-RICR-20-05-4.

9. The District hereby certifies that it has specifically read the provisions of RIDE School Construction Regulations RIDE SCR 200-RICR-20-05-4 and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for disapproval of the District's application.

District Name:_____

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

_____
By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

_____
By:
Title: Chair of the School Committee
Date:

APPENDIX B – SCHOOL BUILDING COMMITTEE LETTER TEMPLATE

[PLEASE PRINT ON CITY, TOWN, OR DISTRICT LETTERHEAD]

Date

Mario Carreño, ALEP
Director
School Building Authority
Rhode Island Department of Education
255 Westminster Street
Providence, RI 02903

Dear Mr. Carreño:

In accordance with RIDE School Construction Regulations 200-RICR-20-05-4, attached for your review and approval is the membership of the School Building Committee for _____ School District located in the (City, Town or Regional School District).

The Committee was formed in accordance with the provisions of all applicable statutes, local charters, by-laws and agreements of the (City, Town or Regional School District). Committee Members include the following:

(Please provide the name, title, address and phone number of each member, and indicate who the Chair of the School Building Committee is. Also, please indicate whether the member has voting power. Some categories may have more than one name. All members must be included.)

School Building Committee Table: Valid as of _____

Designation **Committee Role – Alignment w/ RIDE 4.9.2.A.2**	**Name**	**Background**	**Voting Member**
Superintendent of Schools			
Member of School Committee			
Local official responsible for building maintenance			
Representative of the office or body authorized by law to construct school buildings in the municipality			
School principal			
Member who has knowledge of the educational mission and function of the facility			
Local budget official or member of the local finance committee			
Member of the community with architectural, engineering and/or construction experience			

After approval of this committee by the Authority, the (City, Town, or Regional School District) will notify the Authority in writing within 20 calendar days of any changes to the membership or the duties of said committee.

Sincerely,

Authorized Signature for the District, City, or Town

APPENDIX C – EDUCATIONAL FACILITIES PLANNER RFP TEMPLATE

This template is intended to provide LEAs with a minimum prescribed methodology that should serve as a guideline for the educational facilities master planning. The process shall adhere to standards and State regulations and shall address the following:

1. **Facilities Planning, Coordination, and Maintenance**

   Prepare a comprehensive facilities master plan that includes enrollment projections, a 5-year capital improvement plan (CIP), outline educational vision and goals, an implementation and funding plan, with collaborative stakeholder engagement.

2. **Adequate Facilities to Promote Student Learning and Development**

   LEA's school facilities shall be sufficiently flexible to provide for multiple uses of the area regarding both educational and supplementary activity programs.

Background

The State of Rhode Island is committed to providing high quality educational opportunities for all public school students. With assistance from the School Building Authority Advisory Board, and in conformance with statue and regulations, the School Building Authority ensures that all approved projects provide high quality learning environments, conserve natural resources, consume less energy, are easier to maintain, and provide educationally appropriate school facilities.

The Educational Facility Planner (EFP) shall provide architectural, planning, engineering, and other services as necessary to assist the LEA in the development of a LEA Master Plan, as part of a Necessity of School Construction application. As part of Basic Services, the Educational Facility Planner shall be responsible for assisting the LEA with the coordination, facilitation, and submission of all necessary documentation as necessary to complete a Necessity of School Construction application. All work shall be completed in conformance with all applicable statutes and the School Construction Regulations.

All other things being equal, the services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, should be utilized.

In general, the Basic Services of an Educational Facility Planner include, but are not limited to:

I. FACILITIES PLANNING and COORDINATION

The Educational Facility Planner (EFP) shall be primarily responsible for proposing and implementing an approach to developing a Facility Master Plan (FMP) that:

i. Engages multiple stakeholders including LEA and municipal representatives in the planning efforts;

ii. Provides data and documents, including maps, plans, notes, and other forms of analysis and representation, as necessary to inform stakeholders at the necessary decision points;

iii. Coordinates and facilitates meetings that meaningfully engage multiple stakeholders, including but not limited to students, parents, teachers, and administrators;

iv. Work with the Owner's Project Manager to ensure that agendas are prepared and minutes are recorded

v. Coordinates with Authorities Having Jurisdiction to satisfy all municipal, State and federal requirement and obtain all approval as necessary;

vi. Develop a Facility Master Plan that addresses community demographics, the LEA's Educational Program, and the LEA and community's fiscal capacity;

vii. Submit a Necessity of School Construction application to the School Building Authority at the RI Department of Education, including a Letter of Intent, Stage I, Stage II, and all necessary supplemental documentation necessary for approval;

viii. Attend meetings with the RI Department of Education School Building Authority as part of the Necessity of School Construction application.

II. MASTER PLANNING

The Educational Facility Planner shall assist the LEA to prepare a long-range educational facilities master plan (FMP). The FMP should provide a comprehensive review, assessment, and intended improvements of all facilities in the District. Components of the FMP shall be coordinated with the requirements of the Necessity of School Construction application as articulated in the School Construction Regulations, and include at a minimum the following:

i. Enrollment Projections: The LEA should provide either an independent 10-year enrollment projection or agree to the provided enrollment projection from RIDE SBA, if available. For planning purposes, the LEA should use the 5-year enrollment projection. The objective is to determine the number of students for which the buildings should be designed. The projection should be at minimum based on a cohort survival ratio/student progression projection model and provide projections by grade level and by year. District demographics such as live birth statistics, populations information, housing starts, and survival rates should all be combined to project the district's enrollment 10 years into the future.

ii. Facility Analysis

The FMP must include a facility analysis. The School Construction Regulations state that the Facility Analysis should list any deficiencies in the district's existing buildings. The Facility Analysis must be conducted by a licensed engineer and must include:

- Inspection and analysis of the building envelope (roof, walls, glazing, foundation, floor/slab)
- Inspection and analysis of the structural elements of the facility
- Inspection and analysis of all mechanical systems, including condition, age, energy efficiency, levels of ventilation, and compliance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards
- Inspection and analysis of the lighting system, including condition, age, energy efficiency and lighting levels
- Inspection and analysis of all controls including lighting controls and sensors, energy management systems, emergency shutoffs
- Inspection and analysis of all fire, safety and security systems including emergency plans
- Analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.

LEAs are currently allowed to use the Jacobs Statewide Assessment School level reports to satisfy this requirement.

iii. Educational Program

The EFP shall assist the LEA in developing an Educational Program. Per the School Construction Regulations, the "Design and Educational Program means a comprehensive numerical and written description of a district's specific educational program for a specified number of students over a specified period of time, in a format prescribed by the Regents." The Educational Program must include:

a. Educational Program Narrative: A thorough and in-depth description of curricular goals and instructional activities for each school in the LEA. This should include a description of grade configuration, school administrative organization, target student population, instructional program, a list of learning spaces, as well as support areas and external spaces. In addition, the narrative must include hours of operation that include the instructional day, extracurricular activities, and any public access, as well as all security necessary to safeguard the facility and its inhabitants.

b. Target Educational Specification: an itemization of spaces needed to support the educational program, including a numerical description of gross and net square footage of any affected existing facility. The educational specification is the numeric description of the ideal educational program and is usually created early in the process. As such, this document must be reconciled to the constraints of a proposed site, an existing building, budgets, and/or other factors, including RIDE 1.06 Space Standards, to create a Proposed Educational Specification (see below).

c. Proposed Educational Specification: an itemization of spaces for the proposed project that reconciles the LEAs educational program. This document should include a comparison to the RIDE 1.06

Space Standards. This document must provide enough detail to provide the necessary information to develop a conceptual Schematic Design and a realistic construction budget.

d. Space Relationship Diagram: a diagram that itemizes the uses and illustrates the spatial relationships between all the proposed programs. The Spatial Relationship Diagram should include all proposed spaces organized to reflect the proposed relationships including learning, support, administrative, and external spaces.

The Educational Program shall recognize that the planning process is an opportunity to create and modify facilities to be responsive to the teaching and learning in modern school environments. As such, the EFP shall assist the LEA in developing tools and processes to adapt the learning environments to best serve these needs. The SBA at RIDE recognizes that LEAs have a variety of approaches to learning and as such the physical environment can and should be designed to respond to these needs. The following example environments are provided for consideration during the planning process:

a. Traditional Learning Environments

Traditional Learning Environments (TLE's) are those typically associated with classrooms with a certain number of students and one teacher. RIDE SBA does not mandate and does not usurp LEA policy on class size, these environments (along with size standards) should accommodate no more than 25 students per classroom. The TLE is best defined in an environment that is instructor centered whereas the student and instructor meet in a common location is a set specific time.

Common locations should be supported by additional space types to maximize the teaching and learning environment in the TLE design approach. Use of small group rooms, teacher collaboration spaces, use of commons and cafeterias, media centers and multi-purpose spaces that utilized adjacencies to support the classroom are effective means of increasing the effectiveness of the traditional classroom approach.

b. Student Centered Learning Environments

Student Center Learning Environments (SCLE's) are learning environments that reflect and support information-based systems, that focus on and support the principles and activities that facilitate learning. SCLE's is an approach to design that encourages collaborative and independent learning, multiple communications approaches, integration of technology and embraces problem and project-based learning. Well-designed career and technical education programs may incorporate many of the SCLE principles.

Because this approach is focused on the student, the space and design of the teacher/facilitator must accommodate this model. The 21st century has taught us that the role of the teacher is continuously evolving and will continue to evolve, therefore the space types must accommodate this flexibility for the instructor to practice much in the same way as the student. Flexibility, reliance on technology, ability to change space to accommodate multiple teaching models will be critical to successful space design. A movement away from the "teacher's desk" will be the rule rather than the exception, therefore technology, power, and storage should be considered.

c. Blended Learning Environments

Blended Learning Environments (BLE's) support information-based systems, teach information gathering, support analysis of data and critical thinking. Students in this environment can use this support to act on their newly created knowledge. The blended learning environment is best defined in the following characteristics:

- Learner centered instruction in which the learning is active and interactive.
- Increase in interaction between learners, learner and instructor, learner and curriculum, and learner to outside resources.
- Integrated assessment mechanisms that are both formative and summative.

iv. **Capital Improvement Plan:** The LEA shall provide a 5-year CIP, using the template as provided by the School Building Authority. Per the School Construction Regulations, the "Capital Improvement Plan is a long-range plan, typically five years, which identifies capital needs in a district and provides a funding schedule and timeline for implementation. The capital improvement plan allows for systematic evaluation of all projects at one time so that a district can anticipate future needs."

v. **Community Engagement and Local Government Collaboration:** In advance and in coordination with an application for necessity funding, LEAs shall conduct a process of collaboration with community stakeholders. Community engagement in facility planning should include local communities and local governments to build a facilities master plan that shares a collective vision. By working collaboratively with local government, the plan will consider related comprehensive community plans, local codes/regulations, and fiscal capacity.

Though there are variations of how to engage a community driven process, there are key elements for successful community engagement, they include:

- **Educational Framework and Visioning -** This activity is aimed at conducting an in-depth discussion of how best practices for education are incorporated into and influence facilities. These discussions should focus on both structural goals of the LEA such as school size preferences and grade configuration models; as well as specific delivery models in areas of early childhood development, special education services, elementary/middle/high school instructional models, and career and technical offerings.
- **School Building Committee -** The primary purpose of this group is to be the community's representative for review of data and participation in the larger community outreach. The focus of this group must be on representing the best interests of the district, while considering how this impacts individual schools and local communities. Each member of the task force is responsible for being a key communicator of this data and educational vision that can discuss issues/concerns the larger community audience. This group should be engaged from the beginning of the planning process until a facilities plan is created. The district must submit names and backgrounds of the members of the school building committee that shall be formed in accordance with the School Construction Regulations and provisions of the district's local charter and/or by-laws.
- **Site Meetings -** This process includes school site specific meetings allowing local community members to share ideas and concerns specifically related to the local school site. These meetings also provide an opportunity to address short-term maintenance and capital needs of each facility. These meetings can also serve to "recruit" stakeholders to be part of the district level steering committee/task force or participate in larger district-wide community forums.

- **Facility Options Development -** The role of the steering committee/task force should include participation in facility options development. There are several pathways to follow when deciding the direction of a district wide facilities plan that are influenced by several factors including: community/social demands, demographic trends, educational vision/framework, condition of facilities, and available funding. These factors all create different ideas on how to move forward to create the most effective facilities plan. This process should review the benefits and challenges of each option and review how each factor can influence another. Options should be presented in larger community forums to assist in determining the outcome of best refined recommendations for facility actions.

- **Community Dialogues/Meetings** - The purpose of larger stakeholder dialogues or meetings is to obtain feedback from the community regarding both the educational framework and options created because of that framework. Utilizing members of the steering committee/task force, educational consultants, and district personnel, presentation of data in a clear and concise manner is critical in obtaining essential feedback from the community. This community feedback, along with supporting objective data sets, will shape the decisions that come forth in a facilities master plan.

vi. Implementation and Funding Strategy

A Facility Master Plan must be strategically implemented and funded to effectively utilize the available resources. LEAs should leverage available municipal and state funding. Additional funding strategies available to LEA's may include:

- **Establish and Use Capital Reserve Funds/School Building Authority Capital Fund-** Projects funded by capital reserve funds can be approved and reimbursed more quickly than bond projects. By not bonding, the State can save substantial amounts of financing cost that can be reinvested.

vii. Site Selection, Assessment, and Consideration of LEA Utilization

a. Site Selection and Assessment

If the applicant is acquiring a new parcel of land for the project, the applicant shall provide in its Architectural Feasibility Study to RIDE SBA a completed, signed, and sealed description of the plot plan of the land to be acquired showing:

- Topographical and contour lines
- Adjacent properties indicating current land uses, access roads, deed restrictions, easements, protective covenants, right of ways, and environmentally sensitive areas such as waterways and wetlands.
- The acreage and dimensions of the tract proposed for acquisition.
- Anticipated footprint of the proposed school

Site selection must be in accordance with all applicable municipal, State, and federal siting statutes and regulations, including the RIDE 1.05 Site Standards. The Facility Master Plan must include an evaluation of any proposed site that documents compliance with the above.

b. LEA Utilization Analysis

In accordance with the recently enacted School Building Authority legislation (RIGL 16-105-1), districts must reduce excess capacity by partnering with other districts, closing buildings, and altering grade configurations to maximize the utilization. EFP must assist LEA in providing a summary level utilization analysis of all district school facilities that takes into consideration enrollment projections and educational program.

viii. Schematic Design

RIDE 1.00 applies to all new school construction and school renovations projects where the total cost exceeds $500,000. Design reviews must be conducted for all projects that are part of a multi-year capital improvement plan that exceeds $500,000, regardless of eligibility for housing aid. Architectural, engineering, project management, construction management, financial, and other professional services shall be procured by the districts for all projects. Design reviews will be conducted through in-person meetings at each stage of the design process. Design review meetings will be scheduled by district representatives or their designees. Request for meeting should be emailed to Joseph da Silva at joseph.dasilva@ride.ri.gov. The meeting request must include status of project, level of documentation, and proposed meeting date and time.

The purpose of the documentation submitted during the Schematic Design is to document the continuing development of the school construction project and its major components and to project a project budget. The documentation should also demonstrate compliance with the most recently adopted version of NECHPS.

__ Project Narrative – Including Existing Conditions Analysis, Description of Proposed Solution, and Basis of Design Narrative
__ Site plan and Landscape Plan @ 1/16” = 1’-0”
__ Floor plans @ 1/16” = 1’-0” showing all partitions and door swings
__ Color Rendering
__ Exterior Elevations @ 1/16” = 1’-0”
__ Typical Building Wall Sections
__ Single line engineering diagrams
__ Outline specifications
__ City Planning Board submission
__ Civil Engineering Drawings (scale as required)
__ Project Schedule (Gantt Chart)
__ Site Engineering calculations
__ Code Analysis, including certification that proposed solution meets the Energy Code
__ Construction Cost Estimates (see Cost Estimate guidance below)
__ Project Budget (see Project Budget guidance below)
__ Project Cash Flow for projects funded by School Building Authority Capital Fund
__ Project Report
__ LEED™ Checklist Form (or equivalent NECHPS checklist)
__ Project Review Meeting
__ Educational Specifications
__ Hazardous Materials Testing and Evaluation
__ Commissioning Agent Review Documentation (for MEP scopes of work)
__ Life Cycle Cost Analysis – Comparison of Alternatives
__ Approval / Acceptance by School Building Committee and/or School Committee

The following minimal guidance is provided regarding necessary descriptions of the cost estimate scope of work:

a. Floor tile replacement must identify square footage and general location of replacement, as well as unit pricing used to establish the cost.
b. Door and door hardware improvements must include a narrative with locations, quantities, and unit pricing.
c. Emergency lighting and fire alarm devices must include locations, quantities, and unit pricing.
d. Roof replacement requires a roof drawing identifying existing roof and proposed roof, as well as HVAC and exhausts fans that may be replaced at the same time. Roof repairs require identification of problem areas, square footage of repair/replacement, and unit pricing.
e. HVAC improvements require drawings and a narrative describing existing and proposed mechanical systems and all necessary appurtenances, with quantities and unit pricing.
f. Electrical improvements require a narrative describing existing and proposed electrical systems and all necessary appurtenances, with quantities and unit pricing.
g. Plumbing improvements require a narrative describing existing and proposed plumbing systems and all necessary appurtenances, with quantities and unit pricing.
h. Exterior repairs must be identified, described in detail, and quantified as appropriate.
i. Provide schematic design documents for site improvements, particularly any improvements that may change traffic patterns.
j. Window replacements (where applicable) must include location of proposed window replacements, quantities, proposed window types, and unit pricing.

The following minimal guidance is provided regarding necessary components of Project Budgets:

a. Combined total project soft costs, which include OPM, legal, design, and engineering fees, are capped at 20% of the estimated construction cost.
b. Construction Contingency Maximum– 5% of total estimated construction cost
c. Owner's Contingency – 2% of total estimated soft costs
d. Construction budget is set when the Schematic Design Budget is approved.
e. Commissioning test costs should be included in construction cost estimates (especially window projects)
f. Districts with more than one school project may not transfer funds between schools without an executed amendment to the Memorandum of Agreement

III. NECESSITY OF SCHOOL CONSTRUCTION APPLICATION

The Educational Facility Planner (EFP) shall be primarily responsible for preparing and submitting the Necessity of School Construction application to the RIDE School Building Authority as necessary to attain approval for State aid for the LEA's proposed projects. This includes, but is not limited to:

i. Attend meetings with the RI Department of Education School Building Authority as part of the Necessity of School Construction application;

ii. Submit all required documentation as detailed in the School Construction Regulations and the most recent version of the Necessity of School Construction guidance document;

iii. Assist in the development of a project budget that is based on construction cost estimates of the Schematic Design documentation;

iv. Assist in the development of the LEA Capital Improvement Plan and coordination with the LEA Financing Plan;

v. Prepare schematic design documents for projects in the capital improvement plan seeking Council approval and/or schematic design documents for any new construction (as detailed above).

As part of the FMP, the LEA/Vendor will submit a Necessity of School Construction LOI, Stage I, and Stage II Application including all requirements on or before the due dates published in the most recent version of the Necessity of School Construction Guidance document.

A Necessity of School Construction Application Guidance document is available at https://ride.ri.gov/funding-finance/school-building-authority/necessity-school-construction

Please note these services are only for a Facility Master Plan and Necessity of School Construction Application submission. The district anticipates issuing a formal RFP for design and construction administration of the plan after Council on Elementary and Secondary Education approval.

Special Contingencies: The district must participate and obtain all jurisdictional (federal, state and local) reviews and approvals pursuant to RIDE 1.03-1, 7, 8 and 9.

All other things being equal, the services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, should be utilized.

APPENDIX D – PROJECT PRIORITIES

200-RICR-20-05-4.4: ***Project Categories and Priorities***

4.4.3 Priority of Projects

In the event the General Assembly or State Budget Office imposes funding limits, the Council will consider applications for school construction and renovation projects in accordance with the priorities listed below and in the order of the priorities listed below:

1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists;

2. Elimination of existing severe overcrowding;

3. Prevention of loss of accreditation;

4. Elimination or prevention of severe overcrowding as documented by current enrollment or by enrollment projections;

5. Creation or alteration of school facilities to provide mandatory instructional programs;

6. Replacement, renovation, or modernization of any school facility to increase energy conservation and decrease energy related costs in the facility;

7. Space requirements due to short term enrollment growth for which no reasonable alternative to school construction exists;

8. Replacement of or addition to obsolete buildings in order to provide a full range of programs consistent with approved state and local requirements; and

9. Creation or alteration of school facilities to provide supportive services and ensure equitable statewide access to adequate school facilities.

APPENDIX E – SCHOOL SITING CONSIDERATIONS

200-RICR-20-05-4.6: SITE STANDARDS

4.6.1 Site Ownership

The applicant shall own the site of an Approved Project or be in the process of acquiring or have a reasonable expectation of owning the site by the end of the Architectural Feasibility Study (refer to Section 1.08-2).
If the applicant is acquiring a new parcel of land for the project, the applicant shall provide in its Architectural Feasibility Study to RIDE a completed, signed, and sealed description of the plot plan of the land to be acquired showing:

- Topographical and contour lines
- Adjacent properties indicating current land uses, access roads, deed restrictions, easements, protective covenants, right of way, and environmentally sensitive areas such as waterways and wetlands.
- The acreage and dimensions of the tract proposed for acquisition
- Anticipated footprint of the proposed school

4.6.2. Responsible School Site Selection

Protecting student health is the most important issue during site selection. These requirements are intended to eliminate sites containing pollutants known to be hazardous to student and staff health. A variety of factors, from hazardous materials in the soil to airborne pollutants from nearby sources, will be considered in the site review process.

1. Project sites must be at sufficient distances from facilities that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste. Applicants must demonstrate that the health and safety of students and staff are not jeopardized by the location of the site.

2. Project sites must have a minimum separation of 500 feet from 50-133kV powerlines, 750 feet from 220-230kV powerlines, and 1,500 feet from 500-550kV power-lines; and 1,500 feet from railroad tracks, hazardous pipelines, and major highways.

3. Project sites may not be located in an area with moderate or high radon potential, or in an EPA radon zone, unless the school building project plan incorporates a radon mitigation strategy.

4. Sites shall be free from noxious pollution or contamination, and shall be selected to avoid flood plain, wetlands or other environmentally sensitive areas. A new school site must not be located within a one-mile radius of an active landfill. A landfill, as defined by the RI Department of Environmental Management's Hazardous Waste regulations, shall mean a disposal facility or part of a facility where hazardous waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a waste pile, or a corrective action management unit.

NORTHEAST COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (NECHPS) PROTOCOL

SS 1.0 Site Selection

State and federal laws and regulations for school siting and environmental impact studies were created to prevent schools from being constructed on sites containing pollutants known to be hazardous to student and staff health. A variety of factors, from hazardous materials in the soil to airborne pollutants from nearby sources are included in the site review process. At existing facilities, an assessment should be undertaken to determine the environmental and health problems with the facilities prior to renovations.

New Schools Requirements.

Complete a Phase I (and Phase II if necessary, based on Phase I assessment) Environmental Site Assessment in accordance with ASTM E1527-05. This must include:

- Identification of facilities within ¼ mile that might reasonably be anticipated to emit hazardous air emissions, or handle hazardous or acutely hazardous material, substances or waste. A determination shall be made (following ASTM 1527-05) that such facilities will not adversely affect the health of students, staff or teachers.
- A risk assessment and implementation of appropriate mitigation measures, or the establishment of appropriate "buffer zones", to ensure that the proposed school site would not expose school occupants to significant health or safety risks from rail lines, hazardous material pipelines, high power transmission lines, toxic air emissions from stationary sources, or other sources of pollution including those identified under ASTM 1527-05.
- Written findings verifying that the site is not currently or formerly a hazardous, acutely hazardous substance release, or solid waste disposal site or, if so, that the wastes have been removed in a manner that meets the referenced standard. Also, the written findings must state that the site does not contain pipelines, which carry hazardous wastes or substances other than a natural gas supply line to the school or neighborhood. If hazardous air emissions are identified, the written findings must state that the health risks do not, and will not, constitute an actual or potential danger of public health of students or staff. If corrective measures of chronic or accidental hazardous air emissions are required under an existing order by another jurisdiction, the governing board shall make a finding that the emissions have been mitigated prior to occupancy of the school.
- Identification of train tracks, freeways or traffic corridors within 500 feet of the site and analyses that neither short-term nor long-term exposure to air pollutants poses significant health risks to students.
- Site the school with at least the following distances from the edge of respective power easements above ground; 100 feet for 50-133 kV lines, 150 feet for 220-230 kV lines, and 350 feet for 500-550 kV lines.
- The site shall be self-draining, including detention ponds or other engineered systems (lakes) to control and direct water, and free from depressions in which water may stand and be allowed to stagnate. The site shall be kept free from refuse, weed overgrowth, and other hazards. Livestock or poultry shall be located more than fifty (50) feet from food service areas, offices, or classrooms except those offices and classrooms associated with animal husbandry activities.
- The site shall not be located near an above-ground water or fuel storage tank or within 1500 feet of the easement of an above ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study, conducted by a competent professional, which may include certification from a local public utility commission.
- If the site is located in an agricultural area, identify drift problems throughout the year from highly toxic and volatile pesticides. Pesticides under concern are listed as "Restricted Use Products" by the US

EPA. If highly toxic and volatile pesticides are identified and not mitigated, the school will not meet this prerequisite.

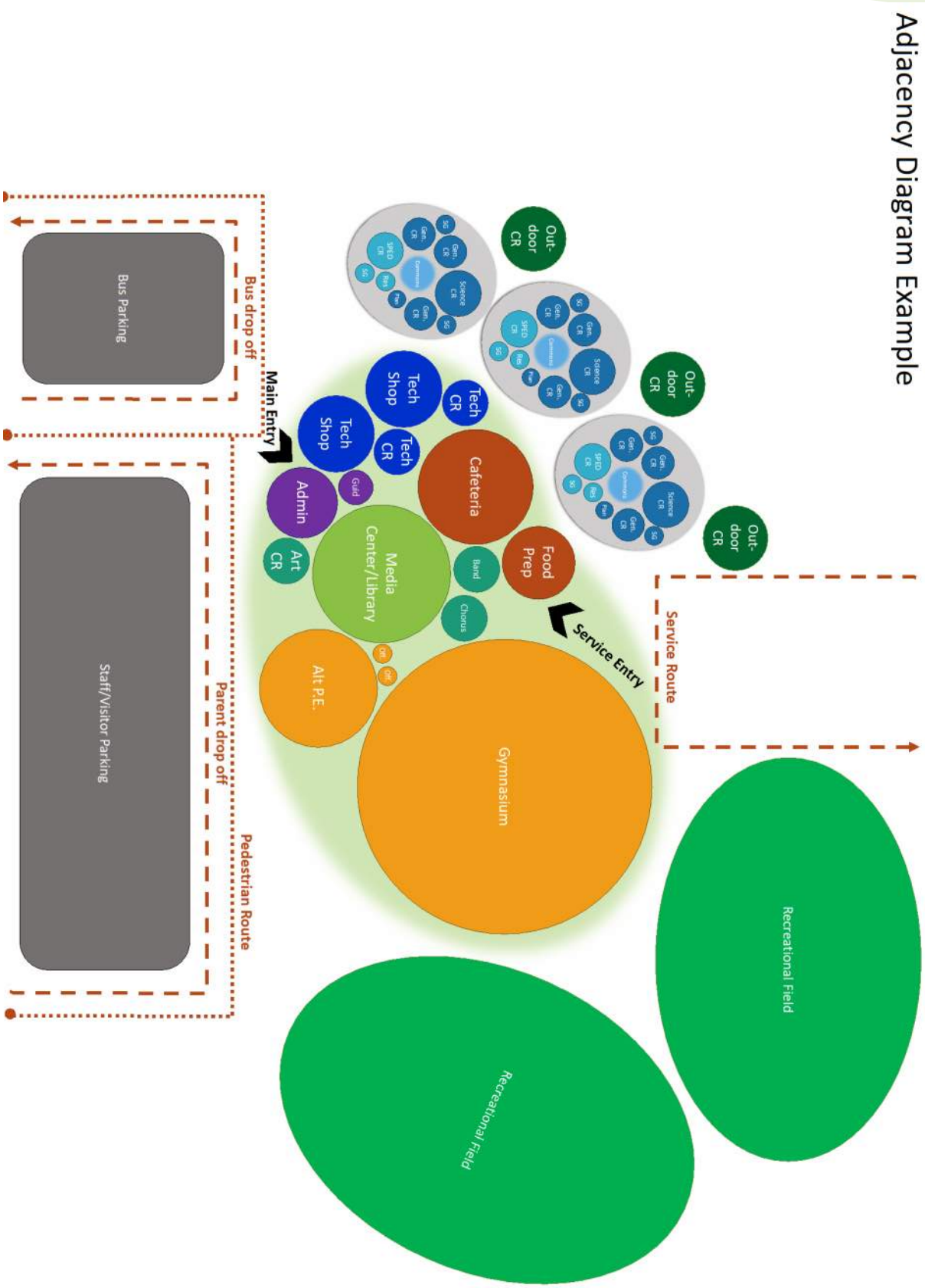
- If the school drinking water source is an on-site private well, the well water must be tested by the local health department or authority having jurisdiction to ensure the water is free of harmful contaminants prior to occupancy. The local jurisdiction may require further testing during occupancy.

Major Renovations Requirements.

- All Major Renovations must identify facilities within ¼ mile, which might reasonably be anticipated to emit hazardous air emissions, or handle hazardous or acutely hazardous material, substances or waste. A determination shall be made (following ASTM 1527-05) that such facilities will not adversely affect the health of students, staff or teachers.
- Refer to U.S. EPA's School Siting Guidelines for additional guidance on identification of nearby facilities that may impact the school site, conducting Phase I and Phase II site assessments, evaluating potential impacts from nearby sources of air pollution and integrating public involvement into the school siting process.
- Renovation projects shall complete the latest version of the FIT (Facility Inspection Tool) developed by the California Office of Public School Construction (OPSC).
- Renovation projects shall complete the Environmental Review Process as they apply to existing schools, as outlined in *School Siting Guidelines* published by the US EPA, Chapters 3 through 6.

Additionally, the NECHPS protocol has several credits relating to site selection and design, including: Environmentally Sensitive Land / Preserve Greenspace and Parklands; Minimize Site Disturbance; Construction Site Runoff Control / Sedimentation; Post Construction Stormwater Management; Central Location; Located Near Public Transportation; Joint-Use of Facilities; Human Powered Transportation; Reduce Heat Islands – Landscaping / Sites; Reduce Heat Islands – Cool Roofs / Green Walls; Avoid Light Pollution and Unnecessary Lighting; School Gardens; Use Locally Native Plants for Landscape; and Site and Building Best Practice.

APPENDIX F – EXAMPLE ADJACENCY DIAGRAM



SECTION 08

Project Timeline

Providence Schools

PROJECT TIMELINE

Project Timeline - Submit detailed project schedule through completion including post occupancy energy commissioning and including SBA plan review submittals at 100% SD, 100% DD and 60% CD. Project Schedule - Consider studying alignment of projects and schedule with Housing Aid incentives.

Project Timeline:

The Project Timeline captures the following key pieces of information:

- Design & Documentation (Schematic Design, Design Development, & Construction Documentation)
- RIDE Regulatory Approvals (Other local & state regulatory approvals are included within the timeline)
- Pre-Construction Services (Bidding, Contract, Award, Mobilization)
- Construction (Long duration projects will be phased occupied construction)
- Commissioning & Closeout

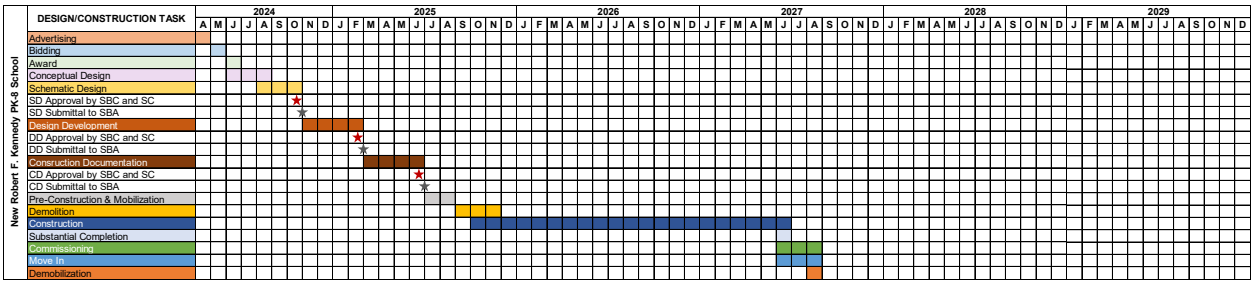
The following items have been considered in the development of the Project Timeline:

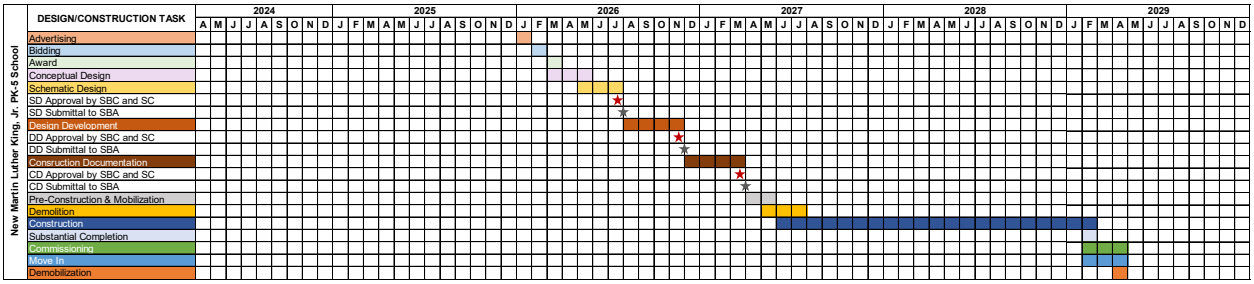
- Summer, Winter, & Spring Breaks (Maximizing opportunities for abatement & demolition)
- Strategic alignment of construction activities with school operations (Limiting disruption)
- Time for Advertisting, Bidding, and Award
- Housing Aid reimbursement deadlines (Leverage funding cycles)
- Bonus Incentives criteria (Maximize reimbursement for temporary bonus)
- Available funding cycles

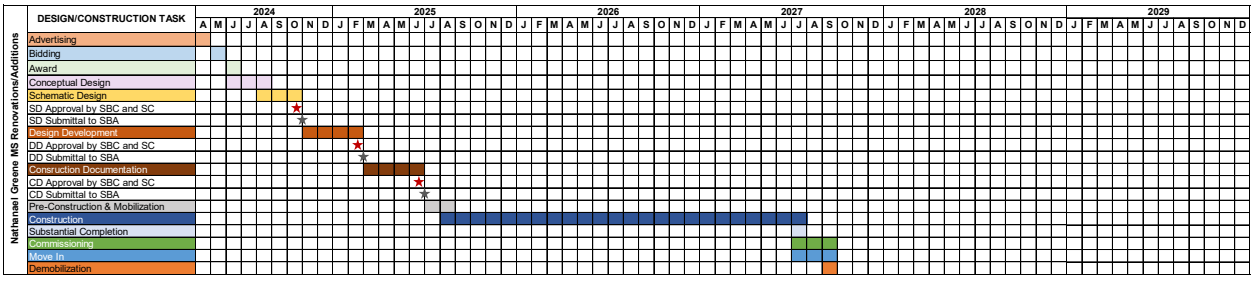
Project Schedule:

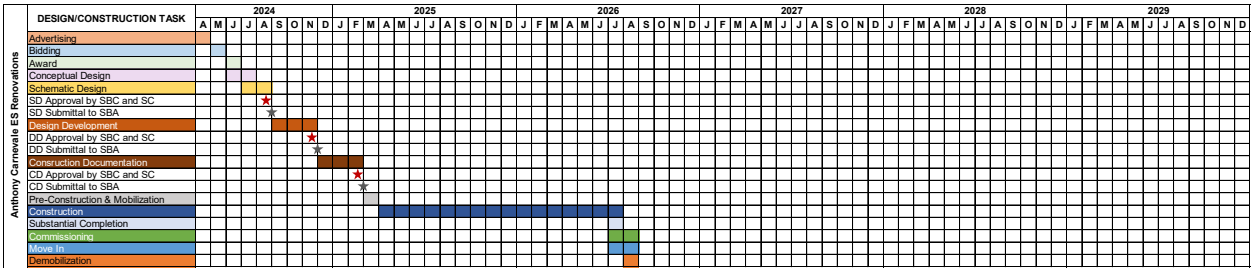
The proposed schedule is dynamic. It is premised on best available information at the time of this RIDE Stage II submission. It will likely need to be adjusted from time to time to reflect evolving circumstances including, but not limited to; funding availability, emerging facility conditions, Providence Public Schools programmatic needs, construction market conditions impacting labor and material availability and/or labor and material costs, or other unforeseeable events. Included here and in the Exhibits at the end of this Section are timelines for each of the projects being proposed that includes post occupancy commissioning and SBA review submittals at 100% SD, 100% DD, and 100% CD. In addition, a tentative project and cash flow schedule is also included in the Exhibits.

Providence Schools

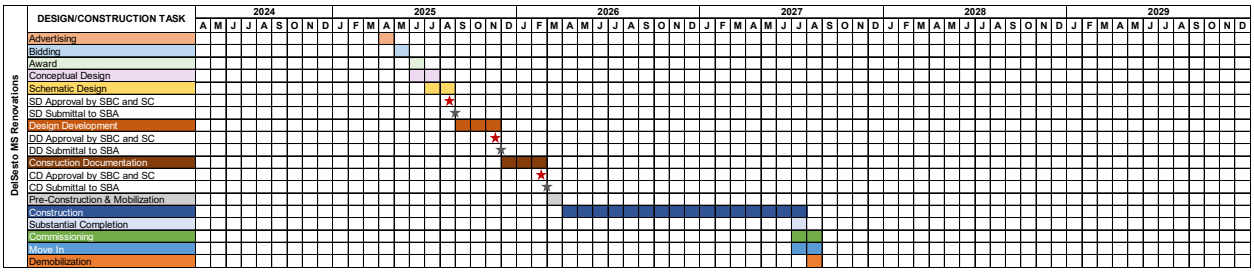


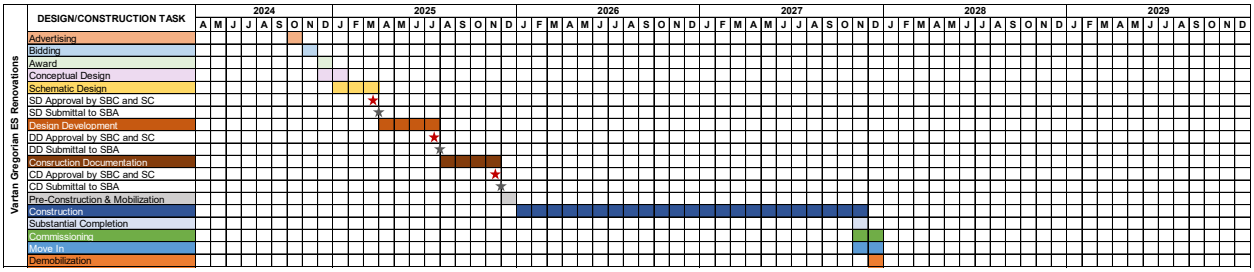


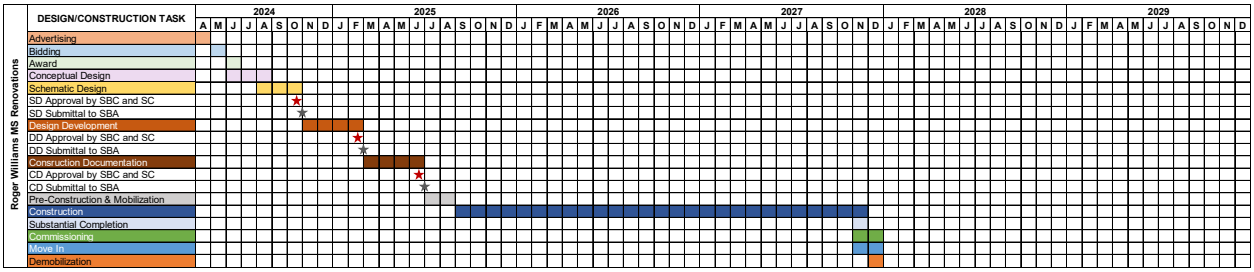


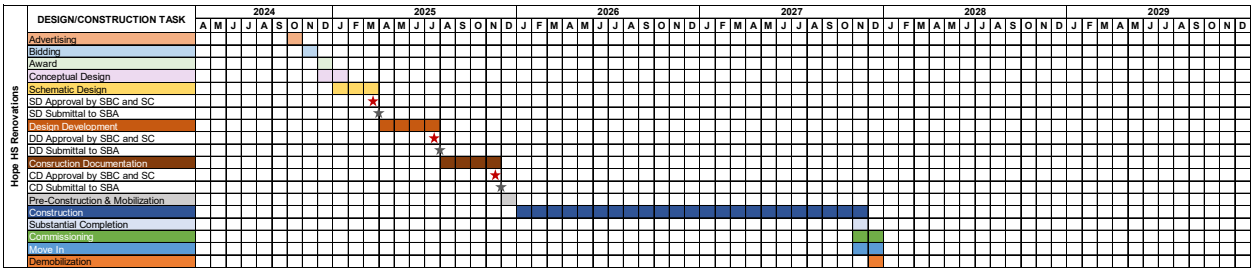


Providence Schools









Project Timeline Exhibit:

1. Project Timelines & Schedules
2. Project Schedule and Cash Flow

Section 08

Project Timeline

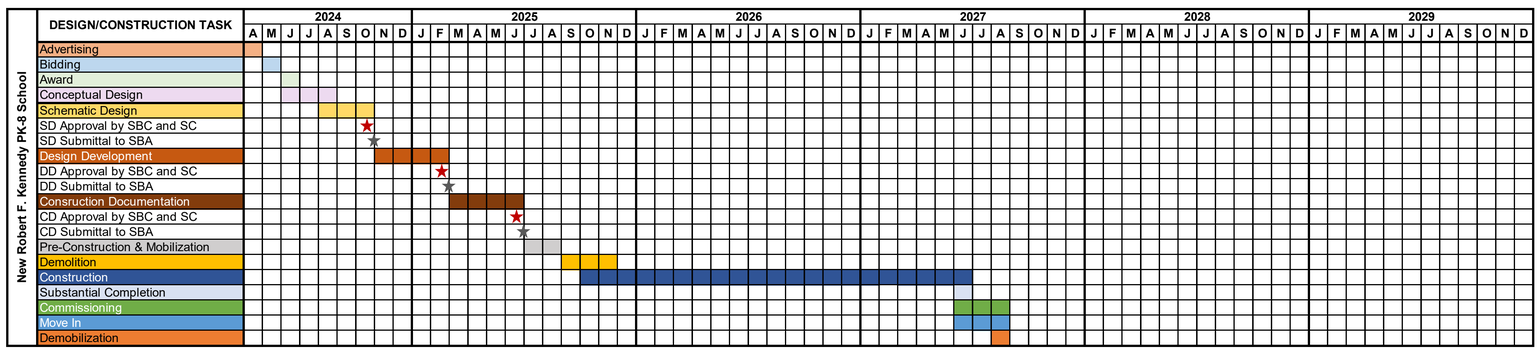
EXHIBITS

Providence Schools

EXHIBIT 1

Timelines & Schedules

Providence Schools


New Robert F. Kennedy PK-8 School
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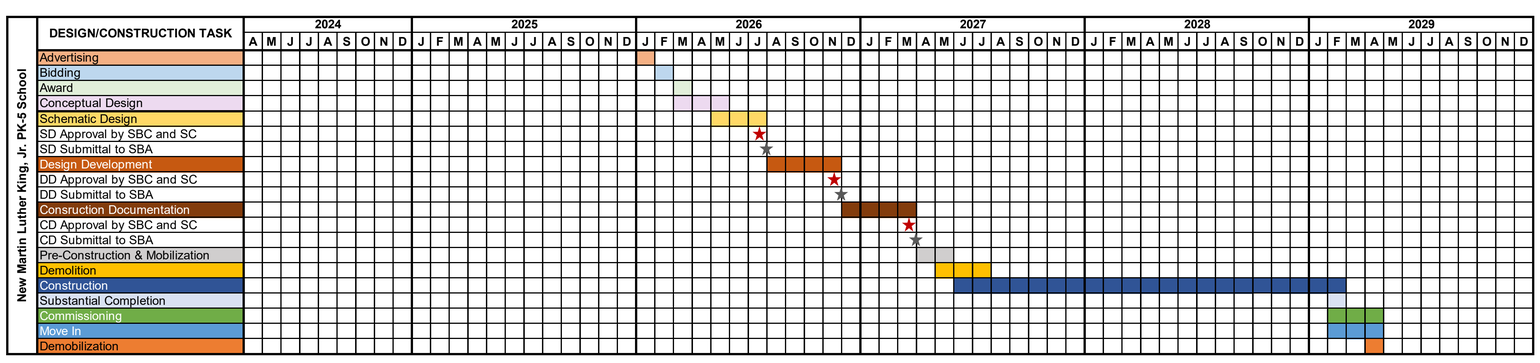
Conceptual Design
Schematic Design
SD Approval by SBC and SC
SD Submittal to SBA
Design Development
DD Approval by SBC and SC
DD Submittal to SBA
Consruction Documentation
CD Approval by SBC and SC
CD Submittal to SBA
Pre-Construction & Mobilization
Demolition
Construction
Substantial Completion
Commissioning
Move In
Demobilization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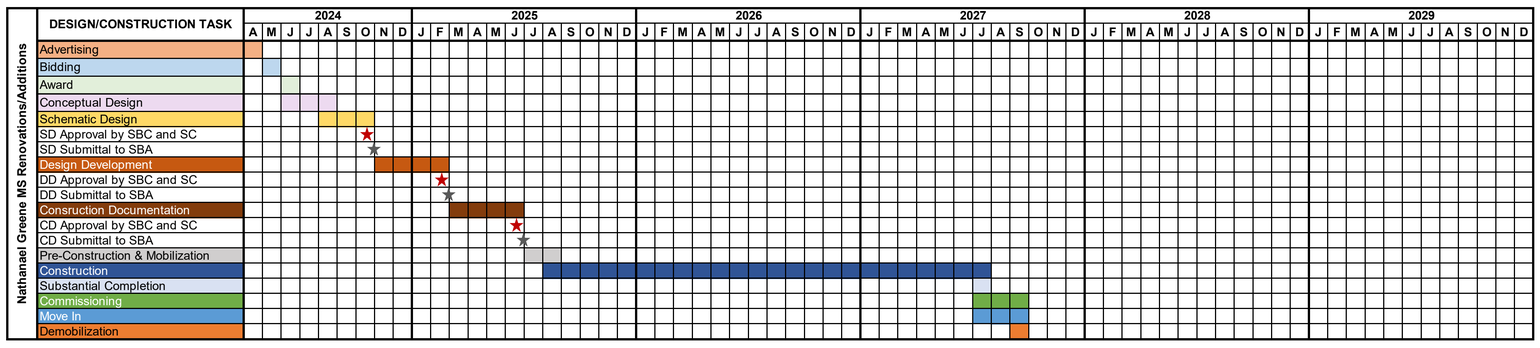
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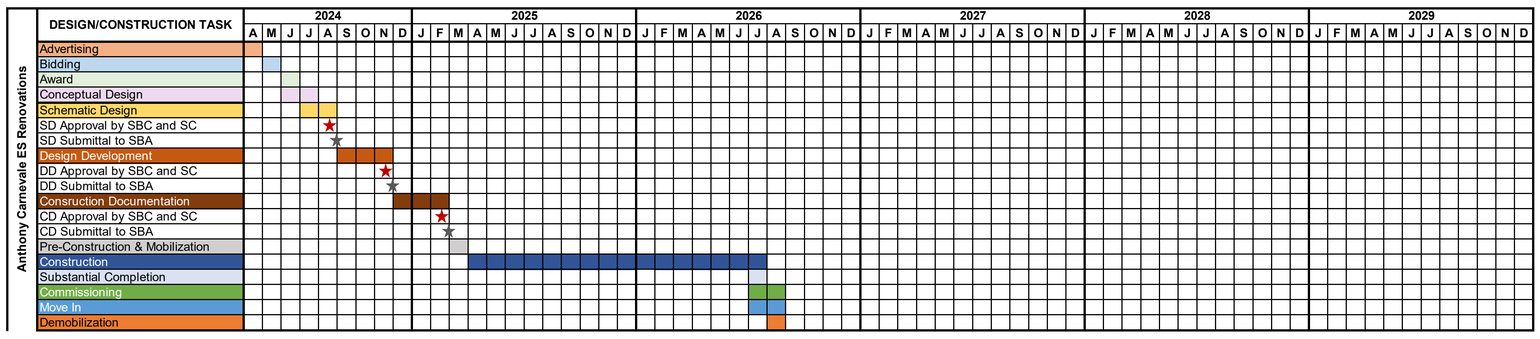
Anthony Carnevale ES Renovations
DESIGN/CONSTRUCTION TASK
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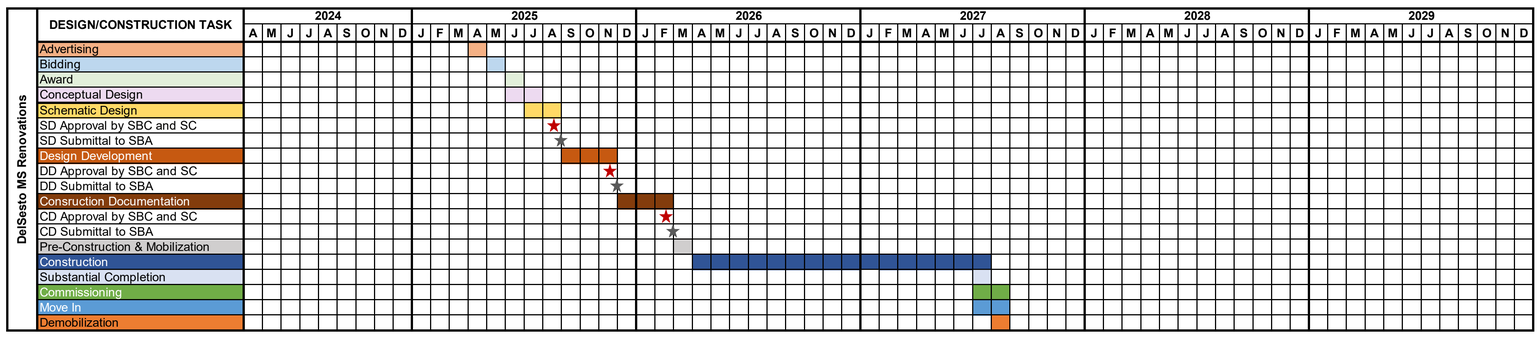
DelSesto MS Renovations
DESIGN/CONSTRUCTION TASK
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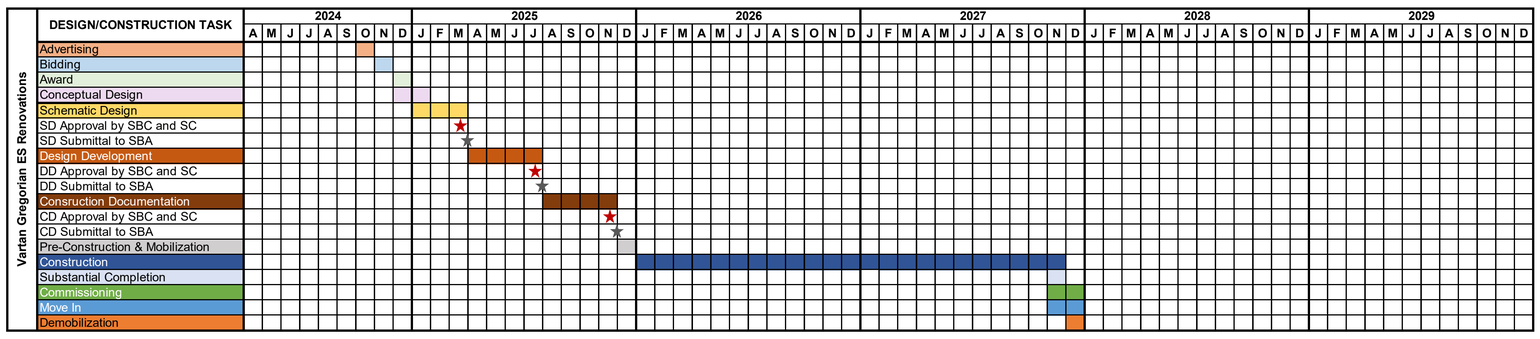
Vartan Gregorian ES Renovations
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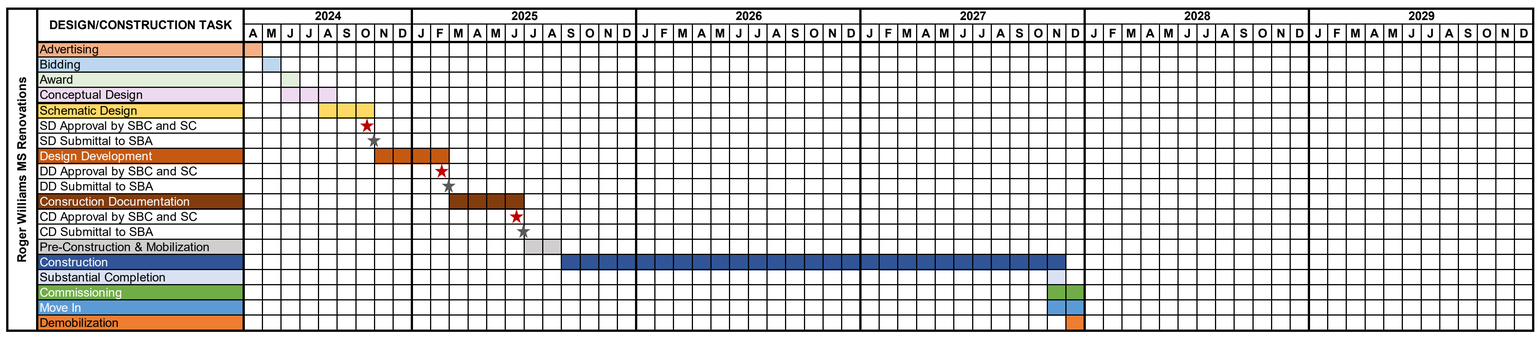
Roger Williams MS Renovations
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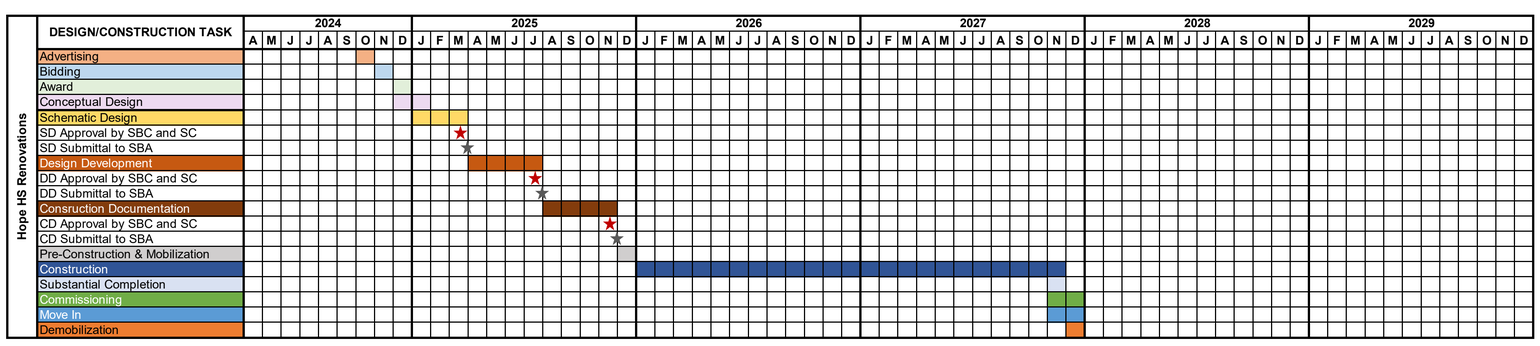
Hope HS Renovations
DESIGN/CONSTRUCTION TASK
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Demobilization

EXHIBIT 2

Schedule & Cash Flow

Providence Schools

PROVIDENCE PUBLIC SCHOOLS PRELIMINARY SCHEDULE AND CASH FLOW ANALYSIS

PRELIMINARY FUNDING		2024 J	F	M	A	M	J	J	A	S	O	N	D
$ 75,146,684	New Robert F. Kennedy PK-8 School	$ -	$ -	$ -	$ -	$ -	$ 18,787	$ 18,787	$ 366,340	$ 732,680	$ 366,340	$ 450,880	$ 676,320
$ 48,404,414	New Martin Luther King, Jr. PK-5 School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 78,000,000	Ronovations/Additions to Nathanael Greene MS	$ -	$ -	$ -	$ -	$ -	$ 19,500	$ 19,500	$ 380,250	$ 760,500	$ 380,250	$ 468,000	$ 702,000
$ 15,000,000	Renovations to Anthony Carnevale ES	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 146,250	$ 146,250	$ 112,500	$ 225,000	$ 112,500	$ 187,500
$ 15,000,000	Reovations to DelSesto MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 30,000,000	Renovations to Vartan Gregorian ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000
$ 95,000,000	Renovations/Additions to Roger Williams MS	$ -	$ -	$ -	$ -	$ -	$ 23,750	$ 23,750	$ 463,125	$ 926,250	$ 463,125	$ 570,000	$ 855,000
$ 30,000,000	Renovations to Hope HS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000
	CASH OUTFLOW PER MONTH	$ -	$ -	$ -	$ -	$ -	$ 69,537	$ 208,287	$ 1,355,965	$ 2,531,930	$ 1,434,715	$ 1,601,380	$ 2,450,820
	TOTAL CASH OUTFLOW TO DATE	$ -	$ -	$ -	$ -	$ -	$ 69,537	$ 277,823	$ 1,633,788	$ 4,165,719	$ 5,600,434	$ 7,201,814	$ 9,652,634

LEGEND

SD	DD	CD			
Conceptual Design	Design & Documentation		Preconstruction	Construction	Closeout & Commissioning

	2025 J	F	M	A	M	J	J	A	S	O	N	D
New Robert F. Kennedy PK-8 School	$ 676,320	$ 450,880	$ 751,467	$ 1,127,200	$ 1,127,200	$ 751,467	$ 3,005,867	$ 3,005,867	$ 601,173	$ 1,202,347	$ 1,803,520	$ 2,104,107
New Martin Luther King, Jr. PK-5 School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ronovations/Additions to Nathanael Greene MS	$ 702,000	$ 468,000	$ 780,000	$ 1,170,000	$ 1,170,000	$ 780,000	$ 3,120,000	$ 3,120,000	$ 624,000	$ 1,248,000	$ 1,560,000	$ 1,872,000
Renovations to Anthony Carnevale ES	$ 375,000	$ 187,500	$ 1,200,000	$ 240,000	$ 300,000	$ 360,000	$ 600,000	$ 720,000	$ 900,000	$ 1,200,000	$ 1,680,000	$ 1,680,000
Reovations to DelSesto MS	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 146,250	$ 146,250	$ 112,500	$ 225,000	$ 112,500	$ 187,500
Renovations to Vartan Gregorian ES	$ 146,250	$ 292,500	$ 146,250	$ 180,000	$ 270,000	$ 270,000	$ 180,000	$ 300,000	$ 450,000	$ 450,000	$ 300,000	$ 2,400,000
Renovations/Additions to Roger Williams MS	$ 855,000	$ 570,000	$ 950,000	$ 1,425,000	$ 1,425,000	$ 950,000	$ 3,800,000	$ 3,800,000	$ 760,000	$ 1,140,000	$ 1,520,000	$ 1,900,000
Renovations to Hope HS	$ 146,250	$ 292,500	$ 146,250	$ 180,000	$ 270,000	$ 270,000	$ 180,000	$ 300,000	$ 450,000	$ 450,000	$ 300,000	$ 2,400,000
CASH OUTFLOW PER MONTH	$ 2,900,820	$ 2,261,380	$ 3,973,967	$ 4,322,200	$ 4,562,200	$ 3,388,967	$ 11,032,117	$ 11,392,117	$ 3,897,673	$ 5,915,347	$ 7,276,020	$ 12,543,607
TOTAL CASH OUTFLOW TO DATE	$ 12,553,454	$ 14,814,834	$ 18,788,801	$ 23,111,001	$ 27,673,202	$ 31,062,168	$ 42,094,286	$ 53,486,403	$ 57,384,077	$ 63,299,424	$ 70,575,444	$ 83,119,051

	2026 J	F	M	A	M	J	J	A	S	O	N	D
New Robert F. Kennedy PK-8 School	$ 2,404,694	$ 2,705,281	$ 3,005,867	$ 3,607,041	$ 3,907,628	$ 4,208,214	$ 4,508,801	$ 4,508,801	$ 4,208,214	$ 3,907,628	$ 3,607,041	$ 3,005,867
New Martin Luther King, Jr. PK-5 School	$ -	$ -	$ 12,101	$ 12,101	$ 235,972	$ 471,943	$ 235,972	$ 290,426	$ 435,640	$ 435,640	$ 290,426	$ 484,044
Ronovations/Additions to Nathanael Greene MS	$ 2,184,000	$ 2,496,000	$ 2,808,000	$ 3,120,000	$ 3,744,000	$ 4,368,000	$ 4,680,000	$ 4,992,000	$ 4,680,000	$ 4,368,000	$ 3,744,000	$ 3,120,000
Renovations to Anthony Carnevale ES	$ 1,200,000	$ 900,000	$ 720,000	$ 600,000	$ 360,000	$ 300,000	$ 240,000	$ 300,000	$ -	$ -	$ -	$ -
Reovations to DelSesto MS	$ 375,000	$ 187,500	$ 1,200,000	$ 240,000	$ 300,000	$ 360,000	$ 600,000	$ 720,000	$ 900,000	$ 1,200,000	$ 1,680,000	$ 1,680,000
Renovations to Vartan Gregorian ES	$ 240,000	$ 480,000	$ 600,000	$ 720,000	$ 840,000	$ 960,000	$ 1,080,000	$ 1,200,000	$ 1,440,000	$ 1,680,000	$ 1,800,000	$ 1,920,000
Renovations/Additions to Roger Williams MS	$ 2,280,000	$ 2,280,000	$ 2,660,000	$ 3,040,000	$ 3,420,000	$ 3,800,000	$ 3,800,000	$ 4,180,000	$ 4,560,000	$ 5,320,000	$ 4,560,000	$ 4,180,000
Renovations to Hope HS	$ 240,000	$ 480,000	$ 600,000	$ 720,000	$ 840,000	$ 960,000	$ 1,080,000	$ 1,200,000	$ 1,440,000	$ 1,680,000	$ 1,800,000	$ 1,920,000
CASH OUTFLOW PER MONTH	$ 8,923,694	$ 9,528,781	$ 11,605,968	$ 12,059,142	$ 13,647,599	$ 15,428,157	$ 16,224,773	$ 17,391,228	$ 17,663,854	$ 18,591,267	$ 17,481,467	$ 16,309,912
TOTAL CASH OUTFLOW TO DATE	$ 92,042,745	$ 101,571,526	$ 113,177,494	$ 125,236,636	$ 138,884,235	$ 154,312,392	$ 170,537,165	$ 187,928,393	$ 205,592,247	$ 224,183,514	$ 241,664,981	$ 257,974,893

	2027 J	F	M	A	M	J	J	A	S	O	N	D
New Robert F. Kennedy PK-8 School	$ 2,705,281	$ 2,404,694	$ 2,104,107	$ 1,803,520	$ 1,202,347	$ 601,173	$ 751,467	$ 751,467	$ -	$ -	$ -	$ -
New Martin Luther King, Jr. PK-5 School	$ 726,066	$ 726,066	$ 484,044	$ 1,936,177	$ 1,936,177	$ 387,235	$ 774,471	$ 1,161,706	$ 1,548,941	$ 1,936,177	$ 2,129,794	$ 2,129,794
Ronovations/Additions to Nathanael Greene MS	$ 2,808,000	$ 2,496,000	$ 2,184,000	$ 1,872,000	$ 1,560,000	$ 1,248,000	$ 624,000	$ 780,000	$ 780,000	$ -	$ -	$ -
Renovations to Anthony Carnevale ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reovations to DelSesto MS	$ 1,200,000	$ 900,000	$ 720,000	$ 600,000	$ 360,000	$ 300,000	$ 240,000	$ 300,000	$ -	$ -	$ -	$ -
Renovations to Vartan Gregorian ES	$ 1,800,000	$ 1,680,000	$ 1,440,000	$ 1,200,000	$ 1,080,000	$ 960,000	$ 840,000	$ 720,000	$ 600,000	$ 480,000	$ 240,000	$ 600,000
Renovations/Additions to Roger Williams MS	$ 3,800,000	$ 3,800,000	$ 3,420,000	$ 3,040,000	$ 2,660,000	$ 2,280,000	$ 2,280,000	$ 1,900,000	$ 1,520,000	$ 1,140,000	$ 760,000	$ 1,900,000
Renovations to Hope HS	$ 1,800,000	$ 1,680,000	$ 1,440,000	$ 1,200,000	$ 1,080,000	$ 960,000	$ 840,000	$ 720,000	$ 600,000	$ 480,000	$ 240,000	$ 600,000
CASH OUTFLOW PER MONTH	$ 14,839,347	$ 13,686,760	$ 11,792,151	$ 11,651,697	$ 9,878,524	$ 6,736,409	$ 6,349,937	$ 6,333,173	$ 5,048,941	$ 4,036,177	$ 3,369,794	$ 5,229,794
TOTAL CASH OUTFLOW TO DATE	$ 272,814,239	$ 286,501,000	$ 298,293,151	$ 309,944,848	$ 319,823,371	$ 326,559,780	$ 332,909,718	$ 339,242,890	$ 344,291,832	$ 348,328,008	$ 351,697,802	$ 356,927,597

	2028 J	F	M	A	M	J	J	A	S	O	N	D
New Robert F. Kennedy PK-8 School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New Martin Luther King, Jr. PK-5 School	$ 2,323,412	$ 2,517,030	$ 2,904,265	$ 3,097,882	$ 2,904,265	$ 2,517,030	$ 2,323,412	$ 2,129,794	$ 2,129,794	$ 1,936,177	$ 1,548,941	$ 1,161,706
Ronovations/Additions to Nathanael Greene MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Anthony Carnevale ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reovations to DelSesto MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Vartan Gregorian ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations/Additions to Roger Williams MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Hope HS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CASH OUTFLOW PER MONTH	$ 2,323,412	$ 2,517,030	$ 2,904,265	$ 3,097,882	$ 2,904,265	$ 2,517,030	$ 2,323,412	$ 2,129,794	$ 2,129,794	$ 1,936,177	$ 1,548,941	$ 1,161,706
TOTAL CASH OUTFLOW TO DATE	$ 359,251,009	$ 361,768,038	$ 364,672,303	$ 367,770,185	$ 370,674,450	$ 373,191,480	$ 375,514,892	$ 377,644,686	$ 379,774,480	$ 381,710,657	$ 383,259,598	$ 384,421,304

	2029 J	F	M	A	M	J	J	A	S	O	N	D
New Robert F. Kennedy PK-8 School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
New Martin Luther King, Jr. PK-5 School	$ 774,471	$ 387,235	$ 484,044	$ 484,044	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ronovations/Additions to Nathanael Greene MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Anthony Carnevale ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reovations to DelSesto MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Vartan Gregorian ES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations/Additions to Roger Williams MS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Renovations to Hope HS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CASH OUTFLOW PER MONTH	$ 774,471	$ 387,235	$ 484,044	$ 484,044	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL CASH OUTFLOW TO DATE	$ 385,195,774	$ 385,583,010	$ 386,067,054	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098	$ 386,551,098

NECESSITY OF SCHOOL CONSTRUCTION INFORMATION AND INSTRUCTIONS

FY 2024
Improving Rhode Island's Public Schoolhouses

The State of Rhode Island is committed to providing high quality educational opportunities for all public school students. School facilities provide more than a place for instruction. The physical learning environment contributes to the successful performance of educational programs. (RIGL 16-105-1)

School Building Authority
Rhode Island Department of Education

Rhode Island Department of Education – School Building Authority | 255 Westminster Street, Providence, RI 02909
Telephone (401)222-4600 **Website:** www.ride.ri.gov

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INTRODUCTION

In June 2015, the Rhode Island General Assembly created the School Building Authority (SBA) within the Rhode Island Department of Education. The establishment of the SBA heralded several important changes in state support for school facilities.

The Council on Elementary and Secondary Education (CESE) has the responsibility for determining the need for all school housing projects. This review of school housing projects serves two purposes: (1) qualification of the project for reimbursement under the state aid for Housing Aid, School Building Authority Capital Fund, and/or Bond Pay-Go; and (2) certifying to the General Assembly that the project is needed should the district require enabling legislation for a bond.

The Council on Elementary and Secondary Education (CESE) will consider new necessity of school construction applications on an annual basis (Fall and Spring). The School Building Authority reviews and preliminarily approves each completed multi-stage application and then makes their recommendations to the CESE who have the final authority to approve or deny each application.

Please note that the FY19 State Budget included several changes to the oversight, management, and funding of school construction projects. To ensure compliance with statute and regulations and maximize Housing Aid incentives, LEAs are required to hire Owner's Program Managers for all projects that exceed $2M in value. We welcome all questions, which can be directed to the School Building Authority Staff.

School Building Authority Staff:

Dr. Joseph da Silva, Ph.D., NCARB
School Construction Coordinator / Architectural Design Reviewer
(401) 222-4294
joseph.dasilva@ride.ri.gov

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Rhode Island Department of Education
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NECESSITY OF SCHOOL CONSTRUCTION OVERVIEW

The School Building Authority has two timelines for approval to assist LEAs as they fulfill their obligation to provide safe, healthy, and educationally appropriate school facilities for its students:

1. Fall Approval Timeline – December Council on Elementary and Secondary Education Approval
2. Spring Approval Timeline – May Council on Elementary and Secondary Education Approval

The multi-stage application process will follow the timeline and milestones below. **Any LEA that misses the outlined milestones or otherwise cannot keep to the timeline outlined may elect to delay their target approval date. The Council will consider projects in May and December to allow LEAs the time necessary to prepare and submit all required Necessity documentation.**

Spring (2024) Approval Timeline

Step 1 – STAGE I
- *Due on or before September 15th 2023*
- *SBA authorization to proceed to Stage II*
- *Meeting with School Building Committee*

Step 2 – STAGE II
- *Due on or before February 15th 2024*
- *SBA issues preliminary approval*

Step 3 – Council Approval
- *Commissioner recommends project to Council of Elementary and Secondary Education for approval in May 2024*

Step 4 – STAGE III
- *RIDE design reviews at SD, DD, and CD*

Fall (2024) Approval Timeline

Step 1 – STAGE I
- *Due on or before February 15th 2024*
- *SBA authorization to proceed to Stage II*
- *Meeting with School Building Committee*

Step 2 – STAGE II
- *Due on or before September 15th 2024*
- *SBA issues preliminary approval*

Step 3 – Council Approval
- *Commissioner recommends project to Council of Elementary and Secondary Education for approval in December 2024*

Step 4 – STAGE III
- *RIDE design reviews at SD, DD, and CD*

The availability of two timelines allows LEAs undertaking major projects and/or conducting districtwide masterplans the necessary time required to engage district and community stakeholders and to develop an educational program and specification that is aligned with their district Strategic Plan. The SBA will work with LEAs to establish milestones and target submissions that fit the community's needs.

- Please note that because applications are no longer accepted on a rolling basis, it is critical that the above-listed deadlines are met. **Failure to meet the deadlines at any of the stages may result in projects being moved to the next cycle.**

- Additional information can be attached to the application as deemed necessary.

- The Necessity of School Construction process applies to **all** renovation projects, new additions, or new facilities seeking state aid. RIDE SCR 200-RICR-20-05-4 applies to all new school construction and school renovations projects where the total cost exceeds $500,000.

- **STAGE I & STAGE II SUBMISSION INFORMATION** – Please submit **one hard copy in an 8.5' x 11" binder, including one half-scale set** of schematic design documents, as well as **an electronic copy** of the application packages to:

Dr. Joseph da Silva, Ph.D., NCARB
School Construction Coordinator / Architectural Design Reviewer
School Building Authority
Rhode Island Department of Education

E-mail: joseph.dasilva@ride.ri.gov

Breaking Ground

Necessity of School Construction Approval Process and Timeline

LOCAL approvals

Identify your team
Pull together a School Building Committee, composed of city and school representatives

Letter of Intent
Send a statement of interest signed by Superintendent, School Committee, and municipal representative
Spring Approval: August / Fall Approval: January

Local Support
Stage II must include School Committee and City Council approvals
Spring Approval: February / Fall Approval: September

Memorandum of Agreement
Signed by School Committee and Superintendent

Voter Approval
For bonds, unless the municipality has a public building authority

6 months maximum

Stage I: Identify Need | **Stage II: Develop Solution** | **Approvals and Beyond...**

SBA Stage I Preliminary Approval
Authorization to move forward with Stage II
Spring Approval: September / Fall Approval: February

State Agency Reviews
DOA Planning, RIHPHC, Commission on Disabilities

SBA Stage II Preliminary Approval

Council Approval
With recommendation from SBA Advisory Board, Commissioner makes recommendation to CESE
Spring Approval: May / Fall Approval: November

Memorandum of Agreement
Signed by Commissioner

Enabling Legislation
For projects that are using bonds or other forms of indebtedness

STATE approvals

RIDE Rhode Island Department of Education

Under Construction

Seeing School Projects From Design Through Completion

LOCAL to-dos

Schematic Design Review
Stage III must include the project's major components, including engineering

Design Development Review
Provide greater detail, including an updated project budget

Construction Documents Review
Finalize the development of the project

LEA Bids
LEA goes out to bid and shares responses with SBA

Progress Reports
On the 12th of every month, OPMs provide a project progress report

Project Complete
For that year's cycle, projects must complete by June 30

Housing Aid
LEAs submit Housing Aid forms by July 15

SBA Approvals
The SBA must review and approve each of these components: schematic design, design development, and construction documents.

September 15 & March 15
RIDE makes Housing Aid payments twice annually for projects completed by June 30

STATE to-dos

RIDE Rhode Island Department of Education

NECESSITY OF SCHOOL CONSTRUCTION

STAGE I

INFORMATION AND INSTRUCTIONS

STAGE I APPLICATION

The submission of Stage I expresses an LEA's intent to seek a Necessity of School Construction approval and confirms a commitment to procure appropriate professionals, establish a School Building Committee, and to conduct an Educational Facility Master Plan.

The Stage 1 checklist and explanatory detail is provided below.

STAGE I - CHECKLIST

1. __ Statement of Interest & Project Justification (see SOI checklist below)

SOI Checklist:

__ Name of Local Education Agency (LEA) and Point of Contact

__ Written agreement stating that the LEA will procure the services of an Educational Facility Planner for the application and an independent engineering Commissioning Agent for the proposed work.

__ Initial Compliance Certification Form signed by the Superintendent of School, and the Chair of the School Committee (*see Appendix A*).

__ School Building Committee Members list and backgrounds (*Use letter template – Appendix B*) Confirm School Building Committee membership and provide signed letter and table provided in Appendix B. The Committee can include additional members as necessary to comply with local or charter requirements; however, the School Building Committee must include all members as outlined in the School Construction Regulations.

__ Written acknowledgement from the LEA stating they received the Educational Facility Planner RFP template, which they may choose to use in their procurements. (*See Appendix C*)

__ Written statement that the LEA will confirm and obtain building inspections or notify responsible parties to determine that school buildings conform to appropriate state law and regulation by August 1st, pursuant to Rhode Island General Law 16-21-3.

__ Statement of Interest must be signed by the Superintendent of Schools, School Committee Chair, and Municipal Representative.

Project Justification Checklist:

__ Executive Summary of Stage I application, including:

__ Roster of all existing buildings, including building name, address, age, gross square feet (GSF), use, grade configuration, and current enrollment.

__ LEA Map with Highlighted Educational Facilities.
LEAs can use the Summary Maps provided on RIDE's Website.

__ Asset Protection Plan
LEA must confirm it has submitted its Annual Asset Protection Plan on ERIDE and authorizes RIDE to use this submission to satisfy the requirement for Stage I.

__ Description of LEA facility conditions, recent capital improvements, status of existing approvals, issues to be addressed.

__ Overview of Facility Master Plan, including whether the proposed project includes renovation of a current building, a major renovation, an addition, or construction of a new building.

__ Project Priorities - LEA must demonstrate perceived priority need in accordance with statute and identified school deficiencies are to be outlined along with demonstration of applicable category (*see Appendix D*). Project priorities must be reconciled with the prioritization of projects conducted by Jacobs for the statewide assessment.

__ Project Schedule, including RIDE submission and review dates.

__ ***For Major Projects Program***: provide description of educational facility planning process to be undertaken, including:

__ Development of educational facility program specifications,

__ Analysis of school facility capacities per current use,

__ Financing mechanism anticipated.

__ If applicable, also provide projected capacity when delivering the LEAs educational program if it differs from the capacity per current use. Capacities must be reconciled with those provided by Jacobs in statewide assessment.

__ Proposed detailed schedule for educational facility planning process, including major milestones such as local approvals and submissions to RIDE (Stage I, Stage II, and any other anticipated submissions). This will become the basis for the LEA's Major Projects submittal schedule.

2. __ Certified Educational Facilities Manager Credentials

RIDE 1.11-2 establishes minimum requirements for the employee who supervises buildings and grounds for school districts. Provide a resume and evidence of any building maintenance and/or operation certificates.

__ Confirm adoption of Indoor Air Quality Assessment & EPA "Tools for Schools."
Provide a copy of the resolution signed by LEA requiring participation in an indoor environmental management plan, equivalent to US EPA's Tools for Schools (NECHPS Operations and Metrics Prerequisite 6.0 – Indoor Environmental Management Plan).

3. __ Capital Facilities Improvement Plan

Fast Track Repairs:

LEAs submit five (5) year capital improvement plans so that approval is only necessary once every five years. These plans should include projects that are capital improvements to the existing facility and not related to maintenance and operations. The plan must include high priority deficiencies and the prioritization must be reconciled with the statewide assessment data provided by Jacobs. Capital Improvements Plans that are focused on high priority projects must also allocate at least 10% of construction costs to appurtenances that improve school environments.

Equipment purchases are not reimbursable as capital improvements. For example, computer purchases are not approvable capital items; however, the wiring and infrastructure changes necessary to upgrade the technology would be acceptable.

Major Projects Program:

Provide a vision statement; define focus elements, expectations, aspirations and needs which influenced the recommendations for the improvement plan. List and describe each recommended project and plan execution order/priority. The plan should include school level, phase, location, grades housed, year built, total gross square footage site size, condition of school building, present enrollment, student capacity, capacity difference, suggested enrollment and square footage, proposed action, and proposed cost. The timeline for the improvement plan should outline the capital costs plan per year with appropriate escalation factors. Consideration must be given to swing spaces and ability to finance.

Only projects included in the capital improvement plan will be eligible for approval. A Capital Improvement Plan is a long-range plan, typically five years, which identifies capital needs in a LEA and provides a funding schedule and timeline for implementation. The capital improvement plan allows for systematic evaluation of all projects at one time so that a LEA can anticipate future needs. The capital improvement plan should not include routine maintenance expenses of the LEA but should include required upkeep of the facilities, including but not limited to, roof repairs, heating and ventilation system repairs, or window and door replacement.

4. __ Facilities Analysis (Comprehensive Facilities Assessment)

LEAs have the option of using the Statewide Assessment data provided by Jacobs Engineering or conducting their own facility assessment.

If the LEA is using the facility condition data compiled by Jacobs Engineering:
Provide written notification if the LEA elects to use the facility condition data compiled by Jacobs Engineering as part of the Statewide Facilities Assessment to satisfy this requirement. **The School Building Authority will provide documentation into the application for LEAs electing to use this information.** LEAs electing to use this information must review and reconcile the Assessment data, including deficiencies, costs, FCI, and any other pertinent information. Once submitted to the SBA, the assessment will represent the LEA's understanding of facility conditions at its facilities and as such will become the basis of the Necessity application. ***Please note that the conditions data does not satisfy the requirement for Schematic Design required for Stage II***.

If not using the facility condition data compiled by Jacobs Engineering, the Facilities Analysis must include a Facility Analysis. The Facility Analysis should list any deficiencies in the LEA's existing buildings and include indoor environmental quality and cosmetic improvements. The Facility Analysis must be conducted by a licensed engineer and must include:

__ Inspection and analysis of the building envelope (roof, walls, glazing, foundation, floor/slab).

__ Inspection and analysis of the structural elements of the facility.

__ Inspection and analysis of all mechanical systems, including condition, age, energy efficiency, levels of ventilation, and compliance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards.

__ Inspection and analysis of the lighting system, including condition, age, energy efficiency and lighting levels.

__ Inspection and analysis of all controls including lighting controls and sensors, energy management systems, emergency shutoffs.

__ Inspection and analysis of all fire, safety and security systems including emergency plans.

__ Analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.

__ The facility analysis must also include site, plumbing, technology, and code assessments. The submission must include diagrammatic Floor and Site Plans for each LEA facility.

__ Facility analysis must include prioritization of deficiencies that is aligned to and/or reconciled with the statewide assessment prioritization of deficiencies provided by Jacobs.

5. __ LEA & Community Demographics

Provide comprehensive enrollment information, including but not limited to individual school capacities with current and projected enrollments. This study should analyze and consider a wide range of variables such as population size, migration, births, deaths, age composition and distribution, school populations by race, housing property values, real estate transaction trends, and projections for charter public schools as well as non-public schools. The submitted projections should include a minimum of five years out, but ten (10) years are preferred. All demographic projections should be compared and reconciled with the demographic study included in the statewide assessment.

__ LEA-wide Existing & Projected Enrollments by School

__ Community Data - projected populations and statistics; housing development statistics and analysis; immigration. To obtain a comprehensive understanding of LEA and community demographics, the analysis should also include geographic statistics and analysis, ethnic/racial data, and private and charter school migrations.

__ ***For Major Projects Program:*** LEAs must specify the target population using a 5-year census-based forecasting projection.

6. __ Cross Districting Due Diligence

Provide an analysis of potential economic and non-economic impact of leveraging cross-districting, which shall demonstrate that the LEA has considered district boundaries, other existing facilities, and population trends in determining the need and site of proposed projects.

__ Neighboring LEA Demographics (District wide by School)
__ Existing & Projected Enrollments

__ Minutes of Meeting/Correspondence with Neighboring LEAs

__ Analysis of Potential Economic and Non-economic Impact

__ Individual School Student Capacities

7. __ Educational Program Due Diligence

Design and Educational Program means a comprehensive numerical and written description of a LEA's specific educational program for a specified number of students over a specified period. It shall include: an itemization of spaces needed to support the educational program, complete to the degree that a designer may use it as the basic document from which to create the design of a school facility; the instructional programs, grade configuration, type of facility, and the spatial relationships for the functions housed at the facility; the number of students and a list of any specialized classrooms or major support areas, non-instructional support areas, or external activity spaces; gross and net square footage of any affected existing facility; the overall security and security measures taken to safeguard the facility and its occupants; the school administrative organization; and the hours of operation that include the instructional day, extracurricular activities, and any public access.

The Design and Educational Program shall begin with a thorough, in-depth explanation of curriculum goals and instructional activities that occur within the learning environment of the facility

affected by the proposed project. The Design and Educational Program shall comply with all applicable laws and applicable CESE and SBA regulations, including but not limited to, those governing curriculum, basic education program, and length of school day and year. In addition, the Program should include a detailed plan regarding any CTE programs to be added in secondary schools. The plan will be reviewed by RIDE's Office of College and Career Readiness to ensure it complies with RIDE's expectations for CTE. LEAs should consider RI's workforce needs, assure that all RIDE-approved standards can be met, and follow RIDE's new program processes. The Design and Educational Program for the proposed project shall include an itemization of each functional space and determination of square footage allocations, a calculation of total building square footage, and establish a realistic construction budget.

The education specifications section should also address external space. The LEA should indicate whether there is enough space for parking, bus turnaround, recess areas, athletic fields, and any other external item necessary to adequately administer the school.

Include a description as to how grade organization in the LEA will be affected by the proposed project. For example, a new middle school may consider shifting Grade 6 from Elementary and/or Grades 7-8 from High School. Note how the LEA has planned for changes in grade organization, i.e., consolidation of services to avoid duplication.

For proposals for schools serving more than 400-500 students, LEAs are encouraged to address the smaller instructional and support services groupings that are necessary to provide personalized learning environments. This may include creating small learning communities of 400-500 students in larger schools; creating advisories, or other opportunities that allow students to be well known by at least one adult; and other strategies that facilitate the care of individual student's social, emotional, academic, and future career needs.

__ Existing School Capacities and Grade Configurations
LEAs must reconcile school capacities with the three capacities provided in the Statewide Assessment.

__ Utilization Analysis
Include a quantitative analysis detailing how all educational spaces – both internal and external – are to be used. For specialized spaces or spaces not usually found in a typical educational program, provide a detailed assessment of how frequently these spaces will be used, including the number of periods/blocks a day the room is anticipated to be in use and the number of students anticipated to be enrolled in the space.

__ Approved Educational Program certified by School Committee

__ Educational Program Needs Assessment

__ *Educational Facility Planning Services Master Price Agreement* (not required)
Please note that the State of Rhode Island has created Master Price Agreement 575 for Educational Facility Planning Services to assist LEAs and expedite the procurement of services to comply with this requirement.

8. __ Planning Activities

The intent of this section is to summarize project planning activities. This section will provide a description of the procurement process for any consultants assisting the LEA, an identification of the consultant team, and describe the planning meetings.

In addition, this section will describe the alternatives explored, historical implications of existing facilities, and the energy efficient and smart growth concepts considered. Failure to perform adequate research while planning may result in development of incomplete educational specifications, pursuit of a school construction project which does not address all the LEA needs, costly change orders during construction, or insufficient local support for the project and defeat at referendum. Refer to the *Recommended Action Plan* prepared by Jacobs for planning recommendations.

__ Describe the project planning activities, including any activity by existing committees, as well as options the planning team developed.

__ ***Major Projects Program:*** For projects considering a new site or an addition to an existing building, please describe assessment of the proposed site per the School Construction Regulations, the Northeast Collaborative for High Performance Schools protocol, and all applicable local and state statutes and regulations, including the Industrial Property Remediation and Reuse Act. *(See Appendix D for excerpts of school siting regulations and guidance)*

__ ***Major Projects Program:*** Describe whether the LEA considered smart growth concepts with relation to educational facilities and the impact of suburban sprawl in developing and planning for new construction. If possible, projects should encourage revitalization of existing facilities and consideration should be given to locating facilities in areas that are already served by existing or planned water, sewers, and other public infrastructure.

__ Statewide and Local Planning Considerations: Describe whether the planning committee considered statewide and local planning implications of existing facilities, including the local comprehensive plan. Provide a description of any coordination with local officials regarding site selection, possible consolidation, proximity to community resources, transportation impact, storm water pollution prevention and site layout.

If the project involves renovating or demolishing a building, please advise the Rhode Island Office of Strategic Planning and Evaluation.

9. __ Approval of Funding for Architectural Feasibility Study

Include a proposed scope of work for the Feasibility Study, including Educational Facility Master Plan.

10. __ Operating Budget Analysis

Provide a preliminary overview of available or projected local funding. Submit analysis of the impact on the operating budget of the proposed project(s). Include savings and/or cost of additional maintenance, instructional and/or support staff, additional utility costs, transportation, and potential additional revenue.

__ Using the RIDE Uniform Chart of Accounts (UCOA) database, provide a preliminary analysis of the LEA's operations expenditures per pupil, as compared with peer LEAs.

11. __ Utility Incentives –

    LEAs are required to participate in energy efficiency and technical assistance programs that are available through applicable utility and government programs. To maximize the incentive, LEAs must work with the utility company from early in the planning process.

    For new construction and renovations in existing buildings provide evidence of correspondence with Mike Cunningham (mhcunningham@rienergy.com) at Rhode Island Energy.

12. __ Document how all preliminary planning consultants' contract procurement satisfies applicable laws.

    __ Provide assurance that all contracts and subcontracts are in conformity with all applicable provisions of federal, state, and local law and regulations, including those related to minority hiring. Additional information is available on the following website ***www.mbe.ri.gov***.

    __ Provide request for proposal used to solicit quotes from vendors for Architectural/Engineering services, School Committee Meeting Minutes, or provide documentation from City/Town Solicitor that the procurement satisfies all applicable laws.

End of STAGE I Checklist

STAGE I SBA REVIEW

REVIEW OPTIONS:

Approval: The School Building Authority (SBA) approves the Application and schedules and conducts a conference with the School Building Committee and SBA at which questions about the Application may be asked and answered and the school construction regulations and feasibility study requirements are discussed. If a project is approved, a written timeline will be established for how the project will proceed.

Further information needed: The School Building Authority (SBA) returns the Application with requests to provide timely answers to questions, clarification of prescribed issues or request supplemental information. This step may also include a Plan Review where the concerns are addressed at the scheduled conference. LEAs proceeding beyond the Stage I application process, without SBA approval, are not in conformance with Necessity for Construction regulations.

Disapproval: The School Building Authority (SBA) returns the Application and notes the reasons for disapproval. The LEA may request a meeting with RIDE to review the Application and the decision.

NECESSITY OF SCHOOL CONSTRUCTION

STAGE II

INFORMATION AND INSTRUCTIONS

STAGE II APPLICATION

The intent of this step is to develop and agree on a solution to the verified capital improvement needs at the LEA. LEAs must receive Stage I preliminary approval and submit State II applications by the required date for consideration by the Council.

CHECKLIST

1. __ Project Summary and Prioritization

   The intent of this section is to summarize and clearly justify why the proposed project is necessary.

   __ For each educational facility in the LEA, indicate the overall proposed scope of work - i.e., renovation, addition, consolidation, new construction, etc.

   __ Clearly state the **lump sum funding request** for the proposed project(s).

   __ Projects must be prioritized per the LEA's perceived needs with justification that clearly aligns any proposed capital improvements with the priorities established by statute (RIGL *16-105.9*). The application must include the prioritization of proposed school improvements following the format used for the Statewide Assessment. Any deviations from the prioritization provided in the Statewide Assessment must be reconciled in the application. If the application is focused on high priority projects, the LEA must also allocate at least 10% of construction costs to appurtenances that improve school environments, including indoor environmental quality and cosmetic improvements.

   __ If new construction is proposed, indicate why new construction is required as opposed to renovating existing facilities. Reference the current condition of existing facilities and data that supports the need for the project, including enrollment projections, community data, and project cost comparisons.

   __ With renovation projects, the application should clearly indicate that the condition of the affected facilities is poor. The application should note whether the renovations are necessary for building code compliance, health and safety concerns, security issues, etc.

   __ Summarize enrollment projections for the next five years by grade with a brief analysis (increases/decreases from year to year shown in actual numbers or percentages) of how the data supports the need for the project. Local enrollment projections should be supported by those from an outside source.

   __ Include summary of community data, e.g., population, housing stats, birth rates, or immigration estimates, and an analysis of how the data supports the need for the project. **The enrollment projections must also be compared to and reconciled with those provided by Jacobs in the Statewide Assessment.**

   __ Summarize the cost comparison between this project and other alternatives reviewed. If the project involves a new facility, the cost analysis must show clearly and fully that the proposed new construction is the best available alternative to meet the projected need based upon educational programs to be housed, total cost effectiveness, and the public interest. Include a

consideration of indirect costs associated with the project, such as new sewers, roads, transportation, or utilities. If there are surplus buildings, include benefits or costs to the public, such as re-sale value or demolition costs. If the project is a renovation of an existing building, include documentation that the building is structurally sound or can reasonably be made so.

__ Summarize any other information deemed necessary to support the need for this project. Applicants must include a list of building deficiencies that this project will remediate, such as capacity issues, indoor air quality issues, ability to offer ancillary services, providing appropriate learning environments, etc.

2. __ Architectural Feasibility Study

__ Design and Educational Program means a comprehensive numerical and written description of a LEA's specific educational program for a specified number of students over a specified period. It shall include:

__ A thorough, in-depth explanation of curriculum goals and instructional program and activities that occur within the learning environment of the facility affected by the proposed project. The Design and Educational Program shall comply with all applicable laws and applicable CESE and SBA regulations, including but not limited to, those governing curriculum, basic education program, and length of school day and year.

___ Gross and net square footage of any affected existing facility.

__ Type of facility.

__ Existing and proposed grade configuration. Include a description as to how grade organization in the LEA will be affected by the proposed project. For example, a new middle school may consider shifting Grade 6 from Elementary and/or Grades 7-8 from High School. Note how the LEA has planned for changes in grade organization, (i.e., consolidation of services to avoid duplication).

__ Student capacity and enrollment, both existing and proposed.

__ The overall security and security measures taken to safeguard the facility and its occupants.

__ The hours of operation that include the instructional day, extracurricular activities, and any public access.

__ An itemization of spaces needed to support the educational program, including any specialized classrooms or major support areas, non-instructional support areas, or external activity spaces. The itemization should also include square footage allocations and a calculation of total building square footage, complete to the degree that a designer may use it as the basic document from which to create the design of a school facility.

__ External activity spaces should include but are not limited to parking, bus turnaround, recess areas, athletic fields, and any other external item necessary to adequately administer the school.

__ Narrative and adjacency diagram outlining the spatial relationships for the functions housed at the facility. Narrative should include descriptions of major space type, including the design capacity of students, teachers and paraprofessionals, activities to be supported, equipment to be accommodated, a description of the key adjacencies, and a diagrammatic layout of the space. The adjacency diagram shall be a bubble diagram illustrating the approximate size and relative location of the proposed major space types in the building and on the site and shall align with the itemization of educational spaces. In addition, the adjacency diagram should note key site features, including but not limited to the main and service entries, pedestrian pathways, pickup/drop off routes and recreational fields. Please see Appendix F for an example of an adjacency diagram.

__ For proposals for schools serving more than 400-500 students, LEAs are encouraged to address the smaller instructional and support services groupings that are necessary to provide personalized learning environments. This may include creating small learning communities of 400-500 students in larger schools; creating advisories, or other opportunities that allow students to be well known by at least one adult; and other strategies that facilitate the care of individual student's social, emotional, academic, and future career needs.

__ The school administrative organization.

__ Comparison of costs between project and other alternatives. If the project involves new construction, the cost analysis must show clearly and fully that the proposed new construction is the best available alternative to meet the projected need based upon educational programs to be housed, total cost effectiveness (including life cycle cost analysis using twenty years as the lifetime), and the public interest. A consideration of indirect costs associated with the project, such as new sewers, roads, transportation, or utilities must be included. If there are surplus buildings, include benefits or costs to the public, such as re-sale value or demolition costs.

__ Certification by Professional Structural Engineer registered in Rhode Island demonstrating that the building is structurally sound or can be made so reasonably.

__ LEA's High Performance Green Status/Goals

To ensure that integrated design, construction, and maintenance approaches are consistent with the goals of High-Performance Schools, documentation of implementation of the following policy and operations prerequisites are required:

__ Creation of an integrated design approach that ensures that the high-performance standards and the overall goals of Northeast-CHPS are met and that they are consistent with state policy. The LEA, School Board, Board of Trustees, or appropriate school leadership must pass a board level resolution that mandates compliance with NECHPS.

__ Implementation of the EPA's Tools for Schools program or an equivalent indoor environmental management program for the new or renovated school. Provide a resolution signed by the LEA requiring participation in Tools for Schools (or equivalent) for its schools.

__ Implementation of a school maintenance plan that includes an inventory of all equipment in the new or renovated school and its preventive maintenance needs.

__ Establishment of a written policy requiring all newly purchased equipment and appliances to be used in the school be ENERGY STAR compliant. Additionally, the policy must prohibit the purchase of low efficiency products, including incandescent task lights, halogen torchieres, and portable electrical resistance heaters.

__ Adoption of a no idling policy that applies to all school buses operating in the LEA and all vehicles operating in the school grounds.

__ Adoption of a ban on the use of CFC- or HCFC-based refrigerants in building Heating, Ventilating, Air Conditioning, & Refrigeration (HVAC&R) systems.

__ Consideration of LEA or school facility consolidation

Submit an analysis of the option of school consolidation and LEA consolidation. The analysis must include acknowledgement and reconciliation of the utilization analysis of the LEA provided by Jacobs in the Statewide Assessment. Documentation shall include:

__ Current and five-year projected school capacity and enrollment by school and grade.

__ A map of the LEA showing the location of the site or sites under consideration and the location of existing school buildings in the LEA.

__ The attendance area to be served by the proposed school and the number of school-age children who reside within the attendance area and future demographic projections for the LEA and attendance area.

__ A map of the nearest adjacent LEA(s) showing their buildings and attendance areas.

__ Other potential non-school buildings evaluated for conversion, include information on age, location, size, nearby community services and buildings, cost, and needed modernization.

__ Information regarding any school buildings abandoned by the LEA or converted to other use by the community in the last ten years including a map of their location in the LEA.

__ A comparative analysis of the potential impact of building sites on student transportation and local traffic conditions including traffic impact, public transportation opportunities, times of transit by school transportation, and cost of any changes that would be required to roads or the transportation system; and

__ Documentation must also be provided demonstrating that a licensed professional engineer has examined soil conditions for structural integrity and drainage to determine the suitability or lack thereof of possible sites and identified the existence of soil conditions which may increase site development costs.

__ Analysis of Historic Implications:

Describe whether the planning committee considered historical implications of existing facilities. If the project involves renovating or demolishing a building, please advise the Rhode Island Historical Preservation & Heritage Commission.

__ Traffic/Transportation Impact Plan

Whenever possible, sites shall be located close to public transportation. To reduce automobile-related pollution and conserve energy, designs shall incorporate the use of public transportation and carpooling by minimizing parking, creating bike facilities, providing safe walking/biking access, and other appropriate design elements. Additionally, applicants shall consider the proximity of other services in the community, such as supermarkets, commercial office buildings, grocery stores, day cares, cleaners, fitness centers, hair care, hardware, laundry, medical/dental services, senior care facilities, public parks, pharmacies, post offices, banks, libraries, and community centers.

__ Preliminary energy analysis or modeling

__ Include an analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. **The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.** The analysis must include reconciliation with the Energy Report Card provided by Jacobs in the Statewide Assessment.

__ Consideration of the effects of initial capital costs versus maintenance costs over the life of the building with the goal of reducing such maintenance costs. LEAs must include a narrative that addresses the strategies for training, operating, and maintaining the complex HVAC systems and controls.

__ *Energy Management Consulting Services Master Price Agreement* (not required)

Please note that the State of Rhode Island has created Master Price Agreement 508 for Energy Efficiency Services to expedite the procurement of services to comply with this requirement. LEAs are under no obligation to use vendors from the approved list.

__ Feasibility of using renewable energy technologies

Consideration of life-cycle costs estimates of all feasible energy systems to identify the system with the lowest life-cycle cost estimate.

3. __ Schematic Design Documents.

LEAs that use facility condition data from the Statewide Facilities Assessment must have professional architects and engineers to develop Schematic Design documents and cost estimates. Schematic Design requirements are established by School Construction Regulations (1.09) and further guidance is provided in the Design Review Guidance document at RIDE's website.

4. __ Design and Construction Cost Projection**.**

Cost projections must consider the effects of initial capital costs versus maintenance costs over the life of the building with the goal of reducing operation and maintenance costs. LEAs must demonstrate the incorporation of life cycle cost analysis in the selection of mechanical systems, equipment, and materials.

__ Provide a detailed breakdown of the costs associated with this project, using the Project Budget Planning Worksheet. This cost analysis should include not only the estimated costs of construction escalated for inflation at the anticipated bid date, but also the project management and design fees. Refer to Section 1.07-1. **Project management, design fees and other soft costs shall not exceed 20% of the hard costs, as determined by the SBA.** Cost estimates must be reconciled with those provided by Jacobs in the Statewide Assessment.

Basic architectural services shall consist of the following phases: schematic design, design development, construction documents, bidding, and construction administration. These services should include the following: architectural drawings, mechanical, electrical, plumbing, fire protection, structural, site development, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for laboratory, library/media center and kitchen space, code consultants, accessibility, and other services established by the SBA. Additional architectural services may include geotechnical consultants, asbestos consulting, wetlands flagging, and other additional services as determined by the SBA.

Cost projections must be broken down between new space (i.e., addition) and space improvements (i.e., renovation). If a LEA is building an addition onto a school as well as conducting major renovations, the soft costs shall be pro-rated between the two aspects of the project. By separating the costs, the SBA can compare the cost of the new construction versus renovation. The cost comparison should also include an evaluation of the potential for the use of historic tax credits for historic buildings that are being reused or surplused.

Please note: RIDE releases an annual School Cost Analysis. Projects will not be reimbursed above the maximum allowable cost per square foot.

5. __ Financing Plan

LEAs must consider the impact on the operating budget of implementing the project in such detail and format as required by the CESE, including but not limited to, an estimate of the costs of additional maintenance required of the LEA, the costs of additional instructional or support staff, additional utility costs, the costs of additional transportation, if any, and the estimated revenue, if any, from the sale or lease of any school facility decommissioned as a result of implementing the project.

__ The Financing Plan must include any assumptions regarding the bonuses and pay-as-you-go funding activated by the passage of the $250M school construction bond.

Consider how financing this project will impact the LEA, including the LEA's current level of indebtedness, and estimate potential increases in the local tax rate because of the proposed project.

__ Indicate how this project will be financed. If the project is to be supported by financing other than a general obligation bond, please indicate the alternative financial mechanism selected and a brief explanation as to why it is sound and cost efficient both in terms of the project itself and overall municipal fiscal policy and practice. Please keep the following items in mind when considering financing mechanisms:

__ The financial mechanism must meet the test of prudent municipal financing policy and shall have a term no longer than the useful life of the project.

__ Interest costs are reimbursable only on general obligation bonds issued through the Rhode Island Health and Education, Building Corporation (RIHEBC).

Contact Information:

Ms. Kimberly W. Mooers
Executive Director
RI Health and Education Building Corporation
170 Westminster Street
Providence, RI 02903
Phone: (401) 831-3770
Fax: (401) 421-3910
Email: kmooers@rihebc.com

__ The normal public review required for financial mechanisms other than bonds (e.g., formal appropriation of funds by a city or town council) will be required prior to reimbursement.

__ **Charter Public Schools Only**: Because charter schools do not require municipal support, please provide a description and defense of the funding mechanism. Indicate where the additional funds will come from to make the debt service payments. Note: if the charter school fundraises to pay for part of the capital campaign, this portion of the project cost will not be reimbursable under the Housing Aid program.

6. __ Site Purchase Plan (if necessary)

LEAs must provide detailed information about the location, cost, and acquisition plan for any new site. The site must meet all site standards included in these regulations. The LEA has sole responsibility for identifying and acquiring control of the site. Information should include, but is not limited to:

__ Plan map of site to be acquired, including topographical and contour lines, adjacent properties, land uses, access roads, deed restrictions, easements, protective covenants, rights-of-way, and environmentally sensitive areas, acreage, and dimensions of proposed tract to be acquired and anticipated footprint of proposed school.

__ Fair market appraisal substantiating purchase price. RIDE will not reimburse amounts above the purchase price listed in the appraisal.

__ Executed purchase and sale agreement. ***Closing date must be scheduled after CESE approval.***

__ Analysis of whether site meets all standards outlined in RIDE regulations, including but not limited to environmental assessments and remediation requirements, permitting, and zoning requirements. (See section 4.6.2 Responsible School Site Selection of School Construction regulations).

7. __ Local Support

LEAs must submit documentation of community support for the project, including:

__ City/Town Council authorization to submit Stage II application to RIDE.

__ School Committee authorization to submit Stage II application to RIDE.

__ Timeline for when the project will be submitted to voters for approval, if applicable.

8. __ Project Timeline

__ Submit detailed project schedule through completion including post occupancy energy commissioning and including SBA plan review submittals at 100% SD, 100% DD and 60% CD.

9. __ Commissioning Agent Services / Owners Project Manager / Clerk of the Works

__ The LEA must procure the services of an independent engineering Commissioning Agent. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent of a project. **The Commissioning Agent must be secured prior to the design phase of the project.** The Commissioning Agent must be independent and procured separately from the contract for the LEA's construction services. The Commissioning Agent will be responsible, in part, for the local reporting required to implement state enforcement of the regulations for the project during the design, construction, and operational acceptance process to ensure compliance with the regulations during integrated design. During schematic design and design development, the Commissioning Agent will verify that all standards have been met through meetings with the design team and review of plans submitted by the design team. The Commissioning Agent will continue to monitor compliance with these regulations through the development of construction documents and through the construction process to ensure that all building systems, mechanical and lighting equipment, and all specifications are following regulations, included in and consistent with all plans, construction documents, and cost estimates. The Commissioning Agent will submit reports certifying compliance with all standards and regulations to the SBA and the LEA representative. The Commissioning Agent should work closely with the LEA's project manager, also referred to as clerk of the works.

Commissioning should consist of **two components**:

- Evaluation and verification of MEP systems

- Evaluation and verification of consistency with standards outlined in the educational specifications developed as part of the Educational Due Diligence portion of Stage I.

The MEP Commissioning Agent must:

- Bring the owner's needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations.
- Improve the building's overall performance by optimizing energy-efficient design features and directly addressing issues like equipment performance testing and system integration; and
- Verify that building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.

The Educational Commissioning Agent must:

- Ensure the educational design intent for the project is maintained during the design, construction, and operational acceptance process.
- Verify that all RIDE Basic Educational Program (BEP) regulations and design standards established in the District Facilities Master Plan have been met through meetings with the design team and review of plans submitted by the design team during schematic design and design development.
- Continue to monitor compliance with these regulations and standards from the development of educational facilities master plan throughout the construction process.
- Bring the owner's needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations.
- Improve the building's educational performance by optimizing pedagogically effective design features.
- Verify that building staff and faculty members are well-trained and possess the support they need to utilize the spaces to their fullest potential and intended purpose.

__ *Commissioning Agent Master Price Agreement (not required)*

The State of Rhode Island has created **Master Price Agreement 462 for Commissioning Services** to expedite the procurement process. LEAs are under no obligation to use vendors from the approved list.

__ Submit a narrative outlining the timeline for procurement and onboarding of the Commissioning Agent. If the LEA opts not to select a vendor from the Master Price Agreement, provide a sample RFP for the Commissioning Agent service.

If the project is approved, a Memorandum of Agreement will be entered into with the LEA that sets forth the dollar authorization for the project (budget agreement), the scope of the project, and any contingencies that the LEA must comply with. LEAs will be required to agree to any contingencies noted in the Memorandum of Agreement. A standing contingency is that LEAs will be expected to warn and conduct the vote for public approval for funding within six months of the Council's approval. If the voters do not approve the project within that time frame, the approval will expire, and LEAs will have to start at Stage 1 again. The LEA will submit a signed copy of the Memorandum of Agreement to RIDE within 10 days of receipt. The Superintendent, or other chief administrative officer of the LEA, as well as all members of the School Committee must sign the agreement.

End of STAGE II Checklist

STAGE II SBA REVIEW

REVIEW OPTIONS:

Approval: The School Building Authority (SBA) provides a preliminary approval of the Application and advances a recommendation to the SBA Advisory Board and then to the Council on Elementary and Secondary Education.

Further information needed: The School Building Authority (SBA) returns the Application with requests to provide timely answers to questions, clarification of prescribed issues or request supplemental information. LEAs that proceed with any projects without SBA approval, are not in conformance with Necessity for Construction regulations and will not be eligible for State aid.

Disapproval: The School Building Authority (SBA) returns the Application and notes the reasons for disapproval. The LEA may request a meeting with RIDE to review the Application and the decision.

APPENDICES

APPENDIX A – INITIAL COMPLIANCE CERTIFICATION

This Initial Compliance Certification ("ICC") must be completed by all Applicants, as defined by RIDE School Construction Regulation (SCR) 200-RICR-20-05-4.3.A.1, who intend to submit a Necessity of School Construction application to the Rhode Island School Building Authority (the "Authority"), as defined by to R.I.G.L. 16-105.2*. The Authority will not consider a District, as defined by RIDE School Construction Regulation (SCR) 1.01, to be eligible for School Housing Aid or School Building Authority Capital Funding until after the District has properly submitted an ICC and received Council on Elementary and Secondary Education approval.*

1. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with R.I.G.L. 16-7-35 through 16-7-45 and RIDE SCR 200-RICR-20-05-4 *et seq.* which require the Authority's collaboration and approval at each step of the Necessity of School Construction approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for state aid.

2. The District hereby certifies that it will study and consider all available options for remedying the deficiencies identified through the Necessity process, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

3. The District hereby acknowledges and agrees that, before the Council on Elementary and Secondary Education can grant final approval of a Project, the District must submit documentation of community support, including City/Town Council and School Committee approvals, vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget, as agreed to by the Authority and as described in RIDE SCR RIDE SCR 200-RICR-20-05-4.

4. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms (certifications, statements, affidavits, and agreements) established or developed by the Authority.

5. The District hereby acknowledges and agrees that it will notify RIDE in writing six months prior to the sale, lease, demolition or other removal from service of any school facility in the district's jurisdiction, or portion thereof. Where a building that has received school construction payments from RIDE for a building that has not remained in service for 50 years, RIDE may recapture at its discretion a portion of the State aid.

6. The District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues, as identified through the Necessity of School Construction process, or as otherwise determined by the Authority. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and

agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants, and relationship to other community facilities in accordance with the School Construction Regulations.

7. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, shall have a useful life of fifty (50) years as a public school in the District as required by RIDE SCR 200-RICR-20-05-4.

8. The District hereby acknowledges and agrees that it shall procure the necessary professionals to conduct any necessary assessments, develop an educational program and specification, design and engineer Approved Projects, and manage construction. The necessary professional must monitor compliance with the regulations through the design and construction process to ensure that all building systems are in compliance with regulations and are consistent with all plans, construction documents, and cost estimates as required by RIDE SCR 200-RICR-20-05-4.

9. The District hereby certifies that it has specifically read the provisions of RIDE School Construction Regulations RIDE SCR 200-RICR-20-05-4 and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for disapproval of the District's application.

District Name:_____

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

_____
By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Applicant that each of the above statements is true, complete and accurate.

_____
By:
Title: Chair of the School Committee
Date:

APPENDIX B – SCHOOL BUILDING COMMITTEE LETTER TEMPLATE

[PLEASE PRINT ON CITY, TOWN, OR DISTRICT LETTERHEAD]

Date

Mario Carreño, ALEP
Director
School Building Authority
Rhode Island Department of Education
255 Westminster Street
Providence, RI 02903

Dear Mr. Carreño:

In accordance with RIDE School Construction Regulations 200-RICR-20-05-4, attached for your review and approval is the membership of the School Building Committee for _____ School District located in the (City, Town or Regional School District).

The Committee was formed in accordance with the provisions of all applicable statutes, local charters, by-laws and agreements of the (City, Town or Regional School District). Committee Members include the following:

(Please provide the name, title, address and phone number of each member, and indicate who the Chair of the School Building Committee is. Also, please indicate whether the member has voting power. Some categories may have more than one name. All members must be included.)

School Building Committee Table: Valid as of _____

Designation **Committee Role – Alignment w/ RIDE 4.9.2.A.2**	**Name**	**Background**	**Voting Member**
Superintendent of Schools			
Member of School Committee			
Local official responsible for building maintenance			
Representative of the office or body authorized by law to construct school buildings in the municipality			
School principal			
Member who has knowledge of the educational mission and function of the facility			
Local budget official or member of the local finance committee			
Member of the community with architectural, engineering and/or construction experience			

After approval of this committee by the Authority, the (City, Town, or Regional School District) will notify the Authority in writing within 20 calendar days of any changes to the membership or the duties of said committee.

Sincerely,

Authorized Signature for the District, City, or Town

APPENDIX C – EDUCATIONAL FACILITIES PLANNER RFP TEMPLATE

This template is intended to provide LEAs with a minimum prescribed methodology that should serve as a guideline for the educational facilities master planning. The process shall adhere to standards and State regulations and shall address the following:

1. **Facilities Planning, Coordination, and Maintenance**

   Prepare a comprehensive facilities master plan that includes enrollment projections, a 5-year capital improvement plan (CIP), outline educational vision and goals, an implementation and funding plan, with collaborative stakeholder engagement.

2. **Adequate Facilities to Promote Student Learning and Development**

   LEA's school facilities shall be sufficiently flexible to provide for multiple uses of the area regarding both educational and supplementary activity programs.

Background

The State of Rhode Island is committed to providing high quality educational opportunities for all public school students. With assistance from the School Building Authority Advisory Board, and in conformance with statue and regulations, the School Building Authority ensures that all approved projects provide high quality learning environments, conserve natural resources, consume less energy, are easier to maintain, and provide educationally appropriate school facilities.

The Educational Facility Planner (EFP) shall provide architectural, planning, engineering, and other services as necessary to assist the LEA in the development of a LEA Master Plan, as part of a Necessity of School Construction application. As part of Basic Services, the Educational Facility Planner shall be responsible for assisting the LEA with the coordination, facilitation, and submission of all necessary documentation as necessary to complete a Necessity of School Construction application. All work shall be completed in conformance with all applicable statutes and the School Construction Regulations.

All other things being equal, the services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, should be utilized.

In general, the Basic Services of an Educational Facility Planner include, but are not limited to:

I. FACILITIES PLANNING and COORDINATION

The Educational Facility Planner (EFP) shall be primarily responsible for proposing and implementing an approach to developing a Facility Master Plan (FMP) that:

i. Engages multiple stakeholders including LEA and municipal representatives in the planning efforts;

ii. Provides data and documents, including maps, plans, notes, and other forms of analysis and representation, as necessary to inform stakeholders at the necessary decision points;

iii. Coordinates and facilitates meetings that meaningfully engage multiple stakeholders, including but not limited to students, parents, teachers, and administrators;

iv. Work with the Owner's Project Manager to ensure that agendas are prepared and minutes are recorded

v. Coordinates with Authorities Having Jurisdiction to satisfy all municipal, State and federal requirement and obtain all approval as necessary;

vi. Develop a Facility Master Plan that addresses community demographics, the LEA's Educational Program, and the LEA and community's fiscal capacity;

vii. Submit a Necessity of School Construction application to the School Building Authority at the RI Department of Education, including a Letter of Intent, Stage I, Stage II, and all necessary supplemental documentation necessary for approval;

viii. Attend meetings with the RI Department of Education School Building Authority as part of the Necessity of School Construction application.

II. MASTER PLANNING

The Educational Facility Planner shall assist the LEA to prepare a long-range educational facilities master plan (FMP). The FMP should provide a comprehensive review, assessment, and intended improvements of all facilities in the District. Components of the FMP shall be coordinated with the requirements of the Necessity of School Construction application as articulated in the School Construction Regulations, and include at a minimum the following:

i. Enrollment Projections: The LEA should provide either an independent 10-year enrollment projection or agree to the provided enrollment projection from RIDE SBA, if available. For planning purposes, the LEA should use the 5-year enrollment projection. The objective is to determine the number of students for which the buildings should be designed. The projection should be at minimum based on a cohort survival ratio/student progression projection model and provide projections by grade level and by year. District demographics such as live birth statistics, populations information, housing starts, and survival rates should all be combined to project the district's enrollment 10 years into the future.

ii. Facility Analysis

The FMP must include a facility analysis. The School Construction Regulations state that the Facility Analysis should list any deficiencies in the district's existing buildings. The Facility Analysis must be conducted by a licensed engineer and must include:

- Inspection and analysis of the building envelope (roof, walls, glazing, foundation, floor/slab)
- Inspection and analysis of the structural elements of the facility
- Inspection and analysis of all mechanical systems, including condition, age, energy efficiency, levels of ventilation, and compliance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards
- Inspection and analysis of the lighting system, including condition, age, energy efficiency and lighting levels
- Inspection and analysis of all controls including lighting controls and sensors, energy management systems, emergency shutoffs
- Inspection and analysis of all fire, safety and security systems including emergency plans
- Analysis of the energy use (electric and heating and/or cooling) of the facility for at least the last two years, a survey of the facility systems, and recommendations for improving energy efficiency. The use of Energy Star Portfolio Manager or ComCheck software systems to benchmark the facility against other buildings or the Rhode Island Building Energy Code is highly encouraged.

LEAs are currently allowed to use the Jacobs Statewide Assessment School level reports to satisfy this requirement.

iii. Educational Program

The EFP shall assist the LEA in developing an Educational Program. Per the School Construction Regulations, the "Design and Educational Program means a comprehensive numerical and written description of a district's specific educational program for a specified number of students over a specified period of time, in a format prescribed by the Regents." The Educational Program must include:

a. Educational Program Narrative: A thorough and in-depth description of curricular goals and instructional activities for each school in the LEA. This should include a description of grade configuration, school administrative organization, target student population, instructional program, a list of learning spaces, as well as support areas and external spaces. In addition, the narrative must include hours of operation that include the instructional day, extracurricular activities, and any public access, as well as all security necessary to safeguard the facility and its inhabitants.

b. Target Educational Specification: an itemization of spaces needed to support the educational program, including a numerical description of gross and net square footage of any affected existing facility. The educational specification is the numeric description of the ideal educational program and is usually created early in the process. As such, this document must be reconciled to the constraints of a proposed site, an existing building, budgets, and/or other factors, including RIDE 1.06 Space Standards, to create a Proposed Educational Specification (see below).

c. Proposed Educational Specification: an itemization of spaces for the proposed project that reconciles the LEAs educational program. This document should include a comparison to the RIDE 1.06

Space Standards. This document must provide enough detail to provide the necessary information to develop a conceptual Schematic Design and a realistic construction budget.

d. Space Relationship Diagram: a diagram that itemizes the uses and illustrates the spatial relationships between all the proposed programs. The Spatial Relationship Diagram should include all proposed spaces organized to reflect the proposed relationships including learning, support, administrative, and external spaces.

The Educational Program shall recognize that the planning process is an opportunity to create and modify facilities to be responsive to the teaching and learning in modern school environments. As such, the EFP shall assist the LEA in developing tools and processes to adapt the learning environments to best serve these needs. The SBA at RIDE recognizes that LEAs have a variety of approaches to learning and as such the physical environment can and should be designed to respond to these needs. The following example environments are provided for consideration during the planning process:

a. Traditional Learning Environments

Traditional Learning Environments (TLE's) are those typically associated with classrooms with a certain number of students and one teacher. RIDE SBA does not mandate and does not usurp LEA policy on class size, these environments (along with size standards) should accommodate no more than 25 students per classroom. The TLE is best defined in an environment that is instructor centered whereas the student and instructor meet in a common location is a set specific time.

Common locations should be supported by additional space types to maximize the teaching and learning environment in the TLE design approach. Use of small group rooms, teacher collaboration spaces, use of commons and cafeterias, media centers and multi-purpose spaces that utilized adjacencies to support the classroom are effective means of increasing the effectiveness of the traditional classroom approach.

b. Student Centered Learning Environments

Student Center Learning Environments (SCLE's) are learning environments that reflect and support information-based systems, that focus on and support the principles and activities that facilitate learning. SCLE's is an approach to design that encourages collaborative and independent learning, multiple communications approaches, integration of technology and embraces problem and project-based learning. Well-designed career and technical education programs may incorporate many of the SCLE principles.

Because this approach is focused on the student, the space and design of the teacher/facilitator must accommodate this model. The 21st century has taught us that the role of the teacher is continuously evolving and will continue to evolve, therefore the space types must accommodate this flexibility for the instructor to practice much in the same way as the student. Flexibility, reliance on technology, ability to change space to accommodate multiple teaching models will be critical to successful space design. A movement away from the "teacher's desk" will be the rule rather than the exception, therefore technology, power, and storage should be considered.

c. Blended Learning Environments

Blended Learning Environments (BLE's) support information-based systems, teach information gathering, support analysis of data and critical thinking. Students in this environment can use this support to act on their newly created knowledge. The blended learning environment is best defined in the following characteristics:

- Learner centered instruction in which the learning is active and interactive.
- Increase in interaction between learners, learner and instructor, learner and curriculum, and learner to outside resources.
- Integrated assessment mechanisms that are both formative and summative.

iv. **Capital Improvement Plan:** The LEA shall provide a 5-year CIP, using the template as provided by the School Building Authority. Per the School Construction Regulations, the "Capital Improvement Plan is a long-range plan, typically five years, which identifies capital needs in a district and provides a funding schedule and timeline for implementation. The capital improvement plan allows for systematic evaluation of all projects at one time so that a district can anticipate future needs."

v. **Community Engagement and Local Government Collaboration:** In advance and in coordination with an application for necessity funding, LEAs shall conduct a process of collaboration with community stakeholders. Community engagement in facility planning should include local communities and local governments to build a facilities master plan that shares a collective vision. By working collaboratively with local government, the plan will consider related comprehensive community plans, local codes/regulations, and fiscal capacity.

Though there are variations of how to engage a community driven process, there are key elements for successful community engagement, they include:

- **Educational Framework and Visioning -** This activity is aimed at conducting an in-depth discussion of how best practices for education are incorporated into and influence facilities. These discussions should focus on both structural goals of the LEA such as school size preferences and grade configuration models; as well as specific delivery models in areas of early childhood development, special education services, elementary/middle/high school instructional models, and career and technical offerings.
- **School Building Committee -** The primary purpose of this group is to be the community's representative for review of data and participation in the larger community outreach. The focus of this group must be on representing the best interests of the district, while considering how this impacts individual schools and local communities. Each member of the task force is responsible for being a key communicator of this data and educational vision that can discuss issues/concerns the larger community audience. This group should be engaged from the beginning of the planning process until a facilities plan is created. The district must submit names and backgrounds of the members of the school building committee that shall be formed in accordance with the School Construction Regulations and provisions of the district's local charter and/or by-laws.
- **Site Meetings -** This process includes school site specific meetings allowing local community members to share ideas and concerns specifically related to the local school site. These meetings also provide an opportunity to address short-term maintenance and capital needs of each facility. These meetings can also serve to "recruit" stakeholders to be part of the district level steering committee/task force or participate in larger district-wide community forums.

- **Facility Options Development -** The role of the steering committee/task force should include participation in facility options development. There are several pathways to follow when deciding the direction of a district wide facilities plan that are influenced by several factors including: community/social demands, demographic trends, educational vision/framework, condition of facilities, and available funding. These factors all create different ideas on how to move forward to create the most effective facilities plan. This process should review the benefits and challenges of each option and review how each factor can influence another. Options should be presented in larger community forums to assist in determining the outcome of best refined recommendations for facility actions.

- **Community Dialogues/Meetings** - The purpose of larger stakeholder dialogues or meetings is to obtain feedback from the community regarding both the educational framework and options created because of that framework. Utilizing members of the steering committee/task force, educational consultants, and district personnel, presentation of data in a clear and concise manner is critical in obtaining essential feedback from the community. This community feedback, along with supporting objective data sets, will shape the decisions that come forth in a facilities master plan.

vi. Implementation and Funding Strategy

A Facility Master Plan must be strategically implemented and funded to effectively utilize the available resources. LEAs should leverage available municipal and state funding. Additional funding strategies available to LEA's may include:

- **Establish and Use Capital Reserve Funds/School Building Authority Capital Fund-** Projects funded by capital reserve funds can be approved and reimbursed more quickly than bond projects. By not bonding, the State can save substantial amounts of financing cost that can be reinvested.

vii. Site Selection, Assessment, and Consideration of LEA Utilization

a. Site Selection and Assessment

If the applicant is acquiring a new parcel of land for the project, the applicant shall provide in its Architectural Feasibility Study to RIDE SBA a completed, signed, and sealed description of the plot plan of the land to be acquired showing:

- Topographical and contour lines
- Adjacent properties indicating current land uses, access roads, deed restrictions, easements, protective covenants, right of ways, and environmentally sensitive areas such as waterways and wetlands.
- The acreage and dimensions of the tract proposed for acquisition.
- Anticipated footprint of the proposed school

Site selection must be in accordance with all applicable municipal, State, and federal siting statutes and regulations, including the RIDE 1.05 Site Standards. The Facility Master Plan must include an evaluation of any proposed site that documents compliance with the above.

b. LEA Utilization Analysis

In accordance with the recently enacted School Building Authority legislation (RIGL 16-105-1), districts must reduce excess capacity by partnering with other districts, closing buildings, and altering grade configurations to maximize the utilization. EFP must assist LEA in providing a summary level utilization analysis of all district school facilities that takes into consideration enrollment projections and educational program.

viii. Schematic Design

RIDE 1.00 applies to all new school construction and school renovations projects where the total cost exceeds $500,000. Design reviews must be conducted for all projects that are part of a multi-year capital improvement plan that exceeds $500,000, regardless of eligibility for housing aid. Architectural, engineering, project management, construction management, financial, and other professional services shall be procured by the districts for all projects. Design reviews will be conducted through in-person meetings at each stage of the design process. Design review meetings will be scheduled by district representatives or their designees. Request for meeting should be emailed to Joseph da Silva at joseph.dasilva@ride.ri.gov. The meeting request must include status of project, level of documentation, and proposed meeting date and time.

The purpose of the documentation submitted during the Schematic Design is to document the continuing development of the school construction project and its major components and to project a project budget. The documentation should also demonstrate compliance with the most recently adopted version of NECHPS.

__ Project Narrative – Including Existing Conditions Analysis, Description of Proposed Solution, and Basis of Design Narrative
__ Site plan and Landscape Plan @ 1/16” = 1’-0”
__ Floor plans @ 1/16” = 1’-0” showing all partitions and door swings
__ Color Rendering
__ Exterior Elevations @ 1/16” = 1’-0”
__ Typical Building Wall Sections
__ Single line engineering diagrams
__ Outline specifications
__ City Planning Board submission
__ Civil Engineering Drawings (scale as required)
__ Project Schedule (Gantt Chart)
__ Site Engineering calculations
__ Code Analysis, including certification that proposed solution meets the Energy Code
__ Construction Cost Estimates (see Cost Estimate guidance below)
__ Project Budget (see Project Budget guidance below)
__ Project Cash Flow for projects funded by School Building Authority Capital Fund
__ Project Report
__ LEED™ Checklist Form (or equivalent NECHPS checklist)
__ Project Review Meeting
__ Educational Specifications
__ Hazardous Materials Testing and Evaluation
__ Commissioning Agent Review Documentation (for MEP scopes of work)
__ Life Cycle Cost Analysis – Comparison of Alternatives
__ Approval / Acceptance by School Building Committee and/or School Committee

The following minimal guidance is provided regarding necessary descriptions of the cost estimate scope of work:

a. Floor tile replacement must identify square footage and general location of replacement, as well as unit pricing used to establish the cost.
b. Door and door hardware improvements must include a narrative with locations, quantities, and unit pricing.
c. Emergency lighting and fire alarm devices must include locations, quantities, and unit pricing.
d. Roof replacement requires a roof drawing identifying existing roof and proposed roof, as well as HVAC and exhausts fans that may be replaced at the same time. Roof repairs require identification of problem areas, square footage of repair/replacement, and unit pricing.
e. HVAC improvements require drawings and a narrative describing existing and proposed mechanical systems and all necessary appurtenances, with quantities and unit pricing.
f. Electrical improvements require a narrative describing existing and proposed electrical systems and all necessary appurtenances, with quantities and unit pricing.
g. Plumbing improvements require a narrative describing existing and proposed plumbing systems and all necessary appurtenances, with quantities and unit pricing.
h. Exterior repairs must be identified, described in detail, and quantified as appropriate.
i. Provide schematic design documents for site improvements, particularly any improvements that may change traffic patterns.
j. Window replacements (where applicable) must include location of proposed window replacements, quantities, proposed window types, and unit pricing.

The following minimal guidance is provided regarding necessary components of Project Budgets:

a. Combined total project soft costs, which include OPM, legal, design, and engineering fees, are capped at 20% of the estimated construction cost.
b. Construction Contingency Maximum– 5% of total estimated construction cost
c. Owner's Contingency – 2% of total estimated soft costs
d. Construction budget is set when the Schematic Design Budget is approved.
e. Commissioning test costs should be included in construction cost estimates (especially window projects)
f. Districts with more than one school project may not transfer funds between schools without an executed amendment to the Memorandum of Agreement

III. NECESSITY OF SCHOOL CONSTRUCTION APPLICATION

The Educational Facility Planner (EFP) shall be primarily responsible for preparing and submitting the Necessity of School Construction application to the RIDE School Building Authority as necessary to attain approval for State aid for the LEA's proposed projects. This includes, but is not limited to:

i. Attend meetings with the RI Department of Education School Building Authority as part of the Necessity of School Construction application;

ii. Submit all required documentation as detailed in the School Construction Regulations and the most recent version of the Necessity of School Construction guidance document;

iii. Assist in the development of a project budget that is based on construction cost estimates of the Schematic Design documentation;

iv. Assist in the development of the LEA Capital Improvement Plan and coordination with the LEA Financing Plan;

v. Prepare schematic design documents for projects in the capital improvement plan seeking Council approval and/or schematic design documents for any new construction (as detailed above).

As part of the FMP, the LEA/Vendor will submit a Necessity of School Construction LOI, Stage I, and Stage II Application including all requirements on or before the due dates published in the most recent version of the Necessity of School Construction Guidance document.

A Necessity of School Construction Application Guidance document is available at https://ride.ri.gov/funding-finance/school-building-authority/necessity-school-construction

Please note these services are only for a Facility Master Plan and Necessity of School Construction Application submission. The district anticipates issuing a formal RFP for design and construction administration of the plan after Council on Elementary and Secondary Education approval.

Special Contingencies: The district must participate and obtain all jurisdictional (federal, state and local) reviews and approvals pursuant to RIDE 1.03-1, 7, 8 and 9.

All other things being equal, the services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, should be utilized.

APPENDIX D – PROJECT PRIORITIES

200-RICR-20-05-4.4: ***Project Categories and Priorities***

4.4.3 Priority of Projects

In the event the General Assembly or State Budget Office imposes funding limits, the Council will consider applications for school construction and renovation projects in accordance with the priorities listed below and in the order of the priorities listed below:

1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists;

2. Elimination of existing severe overcrowding;

3. Prevention of loss of accreditation;

4. Elimination or prevention of severe overcrowding as documented by current enrollment or by enrollment projections;

5. Creation or alteration of school facilities to provide mandatory instructional programs;

6. Replacement, renovation, or modernization of any school facility to increase energy conservation and decrease energy related costs in the facility;

7. Space requirements due to short term enrollment growth for which no reasonable alternative to school construction exists;

8. Replacement of or addition to obsolete buildings in order to provide a full range of programs consistent with approved state and local requirements; and

9. Creation or alteration of school facilities to provide supportive services and ensure equitable statewide access to adequate school facilities.

APPENDIX E – SCHOOL SITING CONSIDERATIONS

200-RICR-20-05-4.6: SITE STANDARDS

4.6.1 Site Ownership

The applicant shall own the site of an Approved Project or be in the process of acquiring or have a reasonable expectation of owning the site by the end of the Architectural Feasibility Study (refer to Section 1.08-2).
If the applicant is acquiring a new parcel of land for the project, the applicant shall provide in its Architectural Feasibility Study to RIDE a completed, signed, and sealed description of the plot plan of the land to be acquired showing:

- Topographical and contour lines
- Adjacent properties indicating current land uses, access roads, deed restrictions, easements, protective covenants, right of way, and environmentally sensitive areas such as waterways and wetlands.
- The acreage and dimensions of the tract proposed for acquisition
- Anticipated footprint of the proposed school

4.6.2. Responsible School Site Selection

Protecting student health is the most important issue during site selection. These requirements are intended to eliminate sites containing pollutants known to be hazardous to student and staff health. A variety of factors, from hazardous materials in the soil to airborne pollutants from nearby sources, will be considered in the site review process.

1. Project sites must be at sufficient distances from facilities that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste. Applicants must demonstrate that the health and safety of students and staff are not jeopardized by the location of the site.

2. Project sites must have a minimum separation of 500 feet from 50-133kV powerlines, 750 feet from 220-230kV powerlines, and 1,500 feet from 500-550kV power-lines; and 1,500 feet from railroad tracks, hazardous pipelines, and major highways.

3. Project sites may not be located in an area with moderate or high radon potential, or in an EPA radon zone, unless the school building project plan incorporates a radon mitigation strategy.

4. Sites shall be free from noxious pollution or contamination, and shall be selected to avoid flood plain, wetlands or other environmentally sensitive areas. A new school site must not be located within a one-mile radius of an active landfill. A landfill, as defined by the RI Department of Environmental Management's Hazardous Waste regulations, shall mean a disposal facility or part of a facility where hazardous waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a waste pile, or a corrective action management unit.

NORTHEAST COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (NECHPS) PROTOCOL

SS 1.0 Site Selection

State and federal laws and regulations for school siting and environmental impact studies were created to prevent schools from being constructed on sites containing pollutants known to be hazardous to student and staff health. A variety of factors, from hazardous materials in the soil to airborne pollutants from nearby sources are included in the site review process. At existing facilities, an assessment should be undertaken to determine the environmental and health problems with the facilities prior to renovations.

New Schools Requirements.

Complete a Phase I (and Phase II if necessary, based on Phase I assessment) Environmental Site Assessment in accordance with ASTM E1527-05. This must include:

- Identification of facilities within ¼ mile that might reasonably be anticipated to emit hazardous air emissions, or handle hazardous or acutely hazardous material, substances or waste. A determination shall be made (following ASTM 1527-05) that such facilities will not adversely affect the health of students, staff or teachers.
- A risk assessment and implementation of appropriate mitigation measures, or the establishment of appropriate "buffer zones", to ensure that the proposed school site would not expose school occupants to significant health or safety risks from rail lines, hazardous material pipelines, high power transmission lines, toxic air emissions from stationary sources, or other sources of pollution including those identified under ASTM 1527-05.
- Written findings verifying that the site is not currently or formerly a hazardous, acutely hazardous substance release, or solid waste disposal site or, if so, that the wastes have been removed in a manner that meets the referenced standard. Also, the written findings must state that the site does not contain pipelines, which carry hazardous wastes or substances other than a natural gas supply line to the school or neighborhood. If hazardous air emissions are identified, the written findings must state that the health risks do not, and will not, constitute an actual or potential danger of public health of students or staff. If corrective measures of chronic or accidental hazardous air emissions are required under an existing order by another jurisdiction, the governing board shall make a finding that the emissions have been mitigated prior to occupancy of the school.
- Identification of train tracks, freeways or traffic corridors within 500 feet of the site and analyses that neither short-term nor long-term exposure to air pollutants poses significant health risks to students.
- Site the school with at least the following distances from the edge of respective power easements above ground; 100 feet for 50-133 kV lines, 150 feet for 220-230 kV lines, and 350 feet for 500-550 kV lines.
- The site shall be self-draining, including detention ponds or other engineered systems (lakes) to control and direct water, and free from depressions in which water may stand and be allowed to stagnate. The site shall be kept free from refuse, weed overgrowth, and other hazards. Livestock or poultry shall be located more than fifty (50) feet from food service areas, offices, or classrooms except those offices and classrooms associated with animal husbandry activities.
- The site shall not be located near an above-ground water or fuel storage tank or within 1500 feet of the easement of an above ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study, conducted by a competent professional, which may include certification from a local public utility commission.
- If the site is located in an agricultural area, identify drift problems throughout the year from highly toxic and volatile pesticides. Pesticides under concern are listed as "Restricted Use Products" by the US

EPA. If highly toxic and volatile pesticides are identified and not mitigated, the school will not meet this prerequisite.

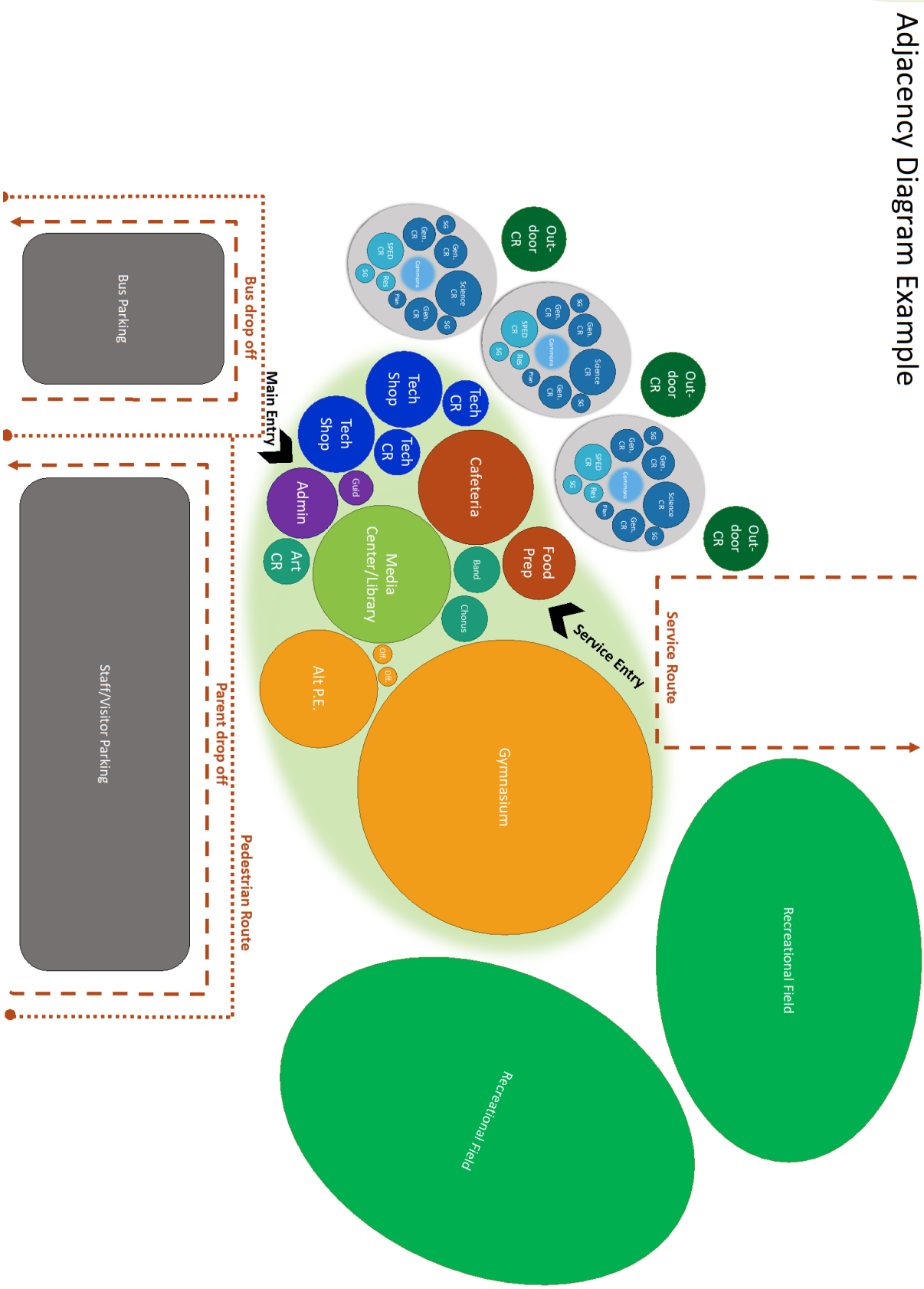
- If the school drinking water source is an on-site private well, the well water must be tested by the local health department or authority having jurisdiction to ensure the water is free of harmful contaminants prior to occupancy. The local jurisdiction may require further testing during occupancy.

Major Renovations Requirements.

- All Major Renovations must identify facilities within ¼ mile, which might reasonably be anticipated to emit hazardous air emissions, or handle hazardous or acutely hazardous material, substances or waste. A determination shall be made (following ASTM 1527-05) that such facilities will not adversely affect the health of students, staff or teachers.
- Refer to U.S. EPA's School Siting Guidelines for additional guidance on identification of nearby facilities that may impact the school site, conducting Phase I and Phase II site assessments, evaluating potential impacts from nearby sources of air pollution and integrating public involvement into the school siting process.
- Renovation projects shall complete the latest version of the FIT (Facility Inspection Tool) developed by the California Office of Public School Construction (OPSC).
- Renovation projects shall complete the Environmental Review Process as they apply to existing schools, as outlined in *School Siting Guidelines* published by the US EPA, Chapters 3 through 6.

Additionally, the NECHPS protocol has several credits relating to site selection and design, including: Environmentally Sensitive Land / Preserve Greenspace and Parklands; Minimize Site Disturbance; Construction Site Runoff Control / Sedimentation; Post Construction Stormwater Management; Central Location; Located Near Public Transportation; Joint-Use of Facilities; Human Powered Transportation; Reduce Heat Islands – Landscaping / Sites; Reduce Heat Islands – Cool Roofs / Green Walls; Avoid Light Pollution and Unnecessary Lighting; School Gardens; Use Locally Native Plants for Landscape; and Site and Building Best Practice.

APPENDIX F – EXAMPLE ADJACENCY DIAGRAM



DRAFT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT (this **"Agreement")** made as of the « » day of « » in the year 2022« »
(In words, indicate day, month and year.)

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

« »« »
« »

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

« »
« »

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

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

TABLE OF EXHIBITS

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.)

§ 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.)

§ 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.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates: as set forth in the master schedule (the **"Master Schedule"**) attached hereto as **Exhibit "A"**.

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« » The Project will be administered as set forth in and per the terms and conditions of this Agreement, including, without limitation, in accordance with the schedule and pricing set forth herein. Without limiting the generality of the foregoing, the Project will be administered to enable the fast-track design and construction of the Project with utilization of a Construction Manager at Risk to assist with the Project.

§ 1.1.6 The Owner's anticipated sustainable objective (the **"Sustainable Objective"**) for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« » That design for the renovation and/or replacement of the Hope High School Auditorium and copula, as the case may be, be prepared to result in a safe and healthy 21st Century learning environment for PPSD students, all as set forth in this Agreement. Further, all Work must fully comply with the following guidance: (i) the latest version of Northeast Collaborative for High Performance Schools **("NECHPS")**, and (ii) the Environmental Protection Agency's Tools for Schools program **("Tools for Schools")**. By way of example and not limitation, the Architect must: (i) utilize a design approach that ensures that the high performance standards and the overall goals of NECHPS are met and that they are consistent with applicable state policy; (ii) adhere to the requirement that newly purchased equipment and appliances to be used at Hope High School are Energy Star compliant; (iii) must not incorporate any low-energy products, such as incandescent task lights, halogen torchieres and portable electrical resistance heaters, into the design or construction of the Work; and (iv) not allow the use of any CFC- or HCFC-based refrigerants in any HVAC, refrigeration or other systems of Hope High School.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreementmay enter into a separate written 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.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« Downes Construction Company, LLC (the **"Owner's Project Manager"**)

Josseph DeSanti (Director of Project Management)
10 Dorrance Street, Providence, RI 02903
(203) 600-9293
jdesanti@downesco.com

§ 1.1.8 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: None.
(List name, address, and other contact information.)

«»

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

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«»Construction Manager at Risk (also referred to herein as "Contractor"):

§ 1.1.10 The Architect identifies the following representative (the **"Design Team Principal Contact"**) in accordance with Section 2.3:
(List name, address, and other contact information.)

The Design Team Principal Contact must remain constant throughout the term of this Agreement. Further, the Architect must inform the Owner of any change in personnel at any time during the term of this Agreement. The Owner the right to reject personnel, and, in the event any one (1) or more key personnel is no longer available, the Owner may terminate this Agreement.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »
« »

« »

.2 Mechanical Engineer:

« »« »
« »
« »
« »
« »

.3 Electrical Engineer:

« »
« »
« »
« »

.4 Historical Design Services will be provided by:

.5 Cost Estimating Services will be provided by:

.6 Landscape Architect Services will be provided by:

.7 Lighting Design Services will be provided by:

.8 Site/Civil Engineering Services will be provided by:

.9 Acoustical/Theatrical Engineering Services will be provided by:

.10 Fire Protection and Life Safety Services will be provided by:

§ 1.1.11.2 Consultants retained under Supplemental Services: to be determined, although all such consultants shall at all times be subject to the City's prior approval, which the City may withhold in its sole and absolute discretion.

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

§ 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. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

§ 1.4 Definitions. The following definitions apply to this Agreement:

.1 "Construction Documents" means, collectively, all necessary and advisable construction documents associated with the Project, including those that illustrate and describe the further development of the approved Design Development Documents and consisting of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction and performance of the Work.

.2 "Construction Phase Services" means, collectively, the components of the Work to be performed by Architect during any aspect of the construction phase of the Project.

.3 "Design Development Documents" means, collectively, the plans, drawings and other documents that illustrate and describe the development of the approved Schematic Design Documents and 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, and which also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

.4 "Drawings and Specifications" means, collectively, the plans, drawings, specifications and the like that are professionally prepared, signed and stamped, and that set forth all details necessitated by the Work and/or the Project, including, without limitation, quality levels and performance criteria of materials and systems and other requirements for the construction and performance of the Work and/or completion of the Project.

.5 "Schematic Design Documents" means, collectively, the plans, drawings and other documents prepared based on the Owner's approval of the preliminary design and consisting of drawings and other documents, including, without limitation, a site plan, if appropriate, and preliminary building plans, sections and elevations; and which may include study models, perspective sketches, or digital representations.

.6 "Work" means all services and performance obligations of the Architect as set forth in this Agreement or as are otherwise related to the Project. The scope of Basic Services as set forth in Exhibit B hereto is incorporated into the definition of "Work".

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 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.

§ 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. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability in a form and with coverage in an amount satisfactory to Owner, with ~~policy~~ a combined single limit~~s~~ of not less than One Million and 00/100 Dollars~~« »~~ ($1,000,000.00 ~~« »~~), ~~combined single limit for each~~per occurrence and aggregate, ~~and « » ($ « ») in the aggregate~~ for bodily injury and property damage, including personal and advertising injury liability, MPA #575, Revised 7/5/16 Page 3 of 4 independent contractors, products completed operations, contractual liability and board form property damage coverage. Such commercial general liability coverage shall be written on an occurrence basis.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned (including, without limitation, hired vehicles) vehicles used, by the Architect with policy limits of not less than One Million and 00/100 Dollars~~« »~~ ($1,000,000.00 ~~« »~~) per accident, combined single limit per occurrence, 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~~this Agreement, 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 in compliance with the compensation laws of the State of Rhode Island.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand and 00/100 Dollars~~« »~~ ($100,00.00 ~~« »~~) each accident, ~~« »~~One Hundred Thousand and 00/100 Dollars ($100,000.00 ~~« »~~) each employee, and ~~« »~~Five Hundred Thousand and 00/100 Dollars ($500,000.00 ~~« »~~) disease or policy limit.

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§ 2.5.6 Professional Liability covering ~~negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.~~any damages caused by an error, omission or any negligent act of Architect, its subcontractors, agents, officers or employees under this Agreement. Combined single limit per occurrence for errors and omissions coverage shall not be less than One Million and 00/100 Dollars ($1,000,000.00). The annual aggregate limit for errors and omissions coverage shall not be less than One Million and 00/100 Dollars ($1,000,000.00).

§ 2.5.~~8~~7 Additional Insured Obligations. To the fullest extent permitted by Applicable L~~l~~aw, the Architect shall cause all policies of insurance~~the primary and excess or umbrella polices 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~~ on a primary and non-contributory basis ~~to any of the Owner's insurance policies~~ and shall apply to both ongoing and completed operations.

§ 2.5.~~9~~8 Prior to commencing any services under this Agreement, t~~T~~he Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. At the Owner's request, the Architect

shall provide the entire insurance binder(s) for all insurance required to be carried by Architect pursuant to this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The scope of Work to be performed by Architect~~'s~~ under this Agreement other than Supplemental Services and Additional Services is referred to herein as the **"Basic Services"**. The Basic Services consist of those described in this Article 3, the scope of Work set forth in **Exhibit "B"** attached hereto, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in Exhibit B hereto are Supplemental or Additional Services. In the event of any inconsistency between the provisions of this Agreement and the scope of Work set forth in Exhibit B, the scope of Work set forth in Exhibit B shall govern and control in all instances.

§ 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, provided such reliance is reasonable and in good faith. 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services such schedule shall be attached hereto as Exhibit A, the Master Schedule. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information or as indicated by the Owner. 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, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner may modify the schedule at times and from time to time as determined in Owner's sole and absolute discretion.

§ 3.1.4 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.

§ 3.1.5 The Architect shall contact governmental authorities 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.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6.1 The Architect shall assist the Owner in filing documents to local approval agencies by providing the necessary initial agency submission graphic materials to the Owner, who will be responsible to complete any necessary applications and make the submissions. Services by the Architect and Architect's consultants shall include attendance at up to two (2) meetings/submissions per agency. Additional meetings or making significant changes to the design as a result of the approval process and/or additional graphic materials as requested by the approval agencies shall be performed as an Additional Service.

§ 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

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 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.

§ 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~~ at the Architect's reasonable discretion, study models, perspective sketches, or digital representations, provided, however, that the Architect will assist the Owner with any presentation material required for the approval of the design phases . Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 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.

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§ 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.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 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.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 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.

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§ 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 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

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§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed necessary or advisable contract documents related to that project (the "**Contract Documents**").

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

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

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

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 The proposal documents (the "**Proposal Documents**") shall consist of proposal requirements and proposed Contract Documents.

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

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

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

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§ 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 AIA Document A201™–2017, General Conditions of the Contract for Construction. . The term "Contractor" as used in A201–2017 shall mean the Construction Manager for purposes of the Project. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner 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 for Construction and terminates on the date the Architect issues the final Certificate for Payment (as defined therein).

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 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 advise the Owner 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 within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 The of the Architect's advice to the Owner shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such 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 if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an initial decision maker to issue initial decisions on Claims (as defined in the Contract for Construction) between the Owner and Contractor (the **"Initial Decision Maker"**), as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect 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 Contractor's Application for Payment (as defined in the Contract for Construction), 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.~~

§ 3.6.3.2 The issuance of a Certificate for Payment (as defined in the Contract Documents) 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 of the Applications and Certificates for Payment.

§ 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 reasonable~~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 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, provided such reliance is reasonable and in good faith.

§ 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.

§ 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.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect 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 (as defined in the Contract Documents) or an extension of the Contract Time (as defined in the Contract Documents). Subject to Section 4.2, the Architect shall prepare Change Orders (as defined in the Contract Documents) and Construction Change Directives (as defined in the Contract Documents) 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.

§ 3.6.6 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 (as defined in the Contract for Construction);

.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.

§ 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 (as defined in the Contract for Construction) 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 securing or 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 one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below (each, a **"Supplemental Service"**; collectively, the **"Supplemental Services"**) are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. 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 (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	
~~§ 4.1.1.31~~	
~~§ 4.1.1.32~~	

§ 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.)

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

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

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, ~~the~~ those sSustainability sServices ~~required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement~~that the Owner directs the Architect to perform in writing. In the event Owner directs Architect to perform such services, t~~T~~he Owner shall compensate the Architect as set forth in a written agreement between the parties governing such services or, in the absence of such a written agreement, as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide additional services (the **"Additional Services"**) after execution of this Agreement without invalidating the Agreement, provided mutual agreement with respect to such provision of Additional Services is reduced to writing and such writing is fully executed by Owner and Architect. Except for services required due to the fault of the Architect or for which the Architect is otherwise responsible, 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 change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, 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, 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, provided such failure to render in a timely manner has a materially adverse effect upon the Architect ~~or any other failure of performance on the part of the Owner or the Owner's consultants or contractors~~;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients, except where the same is the Architect's responsibility per the provisions of this Agreement;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing, except as set forth otherwise in this Agreement;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals, except as set forth otherwise in this Agreement;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give

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prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 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 Three« » (~~« »~~ 3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.

~~.2 «attend OAC meetings. During the visits to the site by the Architect during construction~~

.2~~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.

.3~~4~~ « »Two (~~« »~~ 2) additional inspections for any 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 «Thirteen »(« 13 ») 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.~~

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 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 (*i.e.*, by an amount of thirty-three and one-third percent (33.3%) or more), the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and, if necessary, quality.

§ 5.3 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.

§ 5.4 The Owner shall furnish information regarding~~surveys to describe~~ physical characteristics, legal limitations and utility locations for the site of the Project, as applicable, ~~, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to~~

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existing buildings, other improvements and trees; and as well as information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmarkat the Site.

§ 5.5 Intentionally Deleted.The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1, if any.

§ 5.7 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.

§ 5.78 The Owner shall coordinate the services of its own consultants 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.

§ 5.89 The Owner shall furnish tests, inspections and reports required by Applicable Llaw or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, provided the same are in the Owner's actual possession.

§ 5.910 The Owner shall obtain its ownfurnish 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.

§ 5.1011 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.1112 The Owner shall include the Architect in certainall 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 and affecting the Architect's performance of services under this Agreement. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.1213 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.

§ 5.1314 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. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, coordination of all Work shall at all times depend upon and be subject to classes and other activities held at or about the Site, and the Architect shall at all times perform its services under this Agreement without in any way interfering with any of such activities.

§ 5.1415 Within fifteen (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.

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,

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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 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; ~~the Contractor's methods of determining bid prices;~~ or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within ~~90~~ one hundred twenty (120) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes, if any, in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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~~.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, at its option:

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. ~~In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

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.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants or the Owner and the Owner's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses certain~~the~~ Instruments of Service without retaining the authors of ~~the~~ such Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action for infringement arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.~~ The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 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 A~~a~~pplicable L~~l~~aw, but in any case not more than 10 years after the date of Substantial Completion (hereinafter define) of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. **"Substantial Completion"** with respect to the Work and the Project means the stage in the progress of the Work when the Project is sufficiently complete in accordance with this Agreement so that the Owner can occupy or utilize the Work for its intended use and there remains only agreed-upon punch list items for completion of the Project.

§ 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 Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~The Architect and Owner waive all claims, demands, actions, causes or action, claims and the like against each other for

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consequential damages arising out of or relating to this Agreement. This mutual waiver includes, without limitation, damages incurred by the Architect for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of overhead and profit. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9 of this Agreement. Nothing contained in this Section 8.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with this Agreement, the RFP, and/or any other agreement or understanding between the parties hereto in connection with the Project.

§ 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.~~ Either party may request non-binding mediation of any dispute arising under this Agreement; provided that a party shall not be required to participate in non-binding mediation with respect to any particular matter that has (i) previously been the subject of mediation, (ii) been determined by a court of appropriate jurisdiction, or (iii) already been determined by dispute resolution. 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 filing a legal action. A party requesting non-binding mediation shall do so by written notice to the other specifying the particular provisions of this Agreement and the particular facts with respect to which a dispute exists, and setting forth, in brief, the position of the requesting party with respect thereto. Unless the parties mutually agree otherwise, mediation 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.

~~**§ 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.~~

§ 8.2.23 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.

§ 8.2.34 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.)

[X« »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

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~~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.~~

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§ 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 by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~ All claims, disputes, and other matters in question arising out of or relating to this Agreement or the performance or interpretation hereof, except (i) those waived as set forth in this Agreement, and (ii) those resolved by way of the mediation procedure set forth in Section 8.2 hereof, shall be submitted to arbitration in accordance with the Rhode Island Public Works Arbitration Act, RIGL 37-16-1 *et. seq.* Pursuant to RIGL 37-16-1 *et seq.*, arbitration shall be commenced by a demand in writing made by one party upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full to the Architect has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days' notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by Applicable Law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days' notice in writing to the other party before filing his or her petition.

~~**§ 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 Aapplicable Llaw in any court having jurisdiction thereof.

§ 8.3.3.1 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Aapplicable Llaw in the State Court located in Providence County, Rhode Island ~~any court having jurisdiction thereof~~.

§ 8.3.3.2 Any lawsuits filed by either party in accordance with the Rhode Island Public Works Arbitration Act shall be solely and exclusively initiated, filed, tried and maintained in the State Court located in Providence County, Rhode Island. The parties each expressly and irrevocably waive any right otherwise provided by any Applicable Law or legal rule or principle to remove the matter to any other state venue or to a federal venue, consent to the jurisdiction of such state courts in any such legal proceeding, waive any objection such party may have to the laying of the jurisdiction of any such legal proceeding, and waive its right to a trial by jury.

§ 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

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permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ thematerially 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 and such failure continues for ninety (90) days beyond Owner's receipt of written notice of the same, 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 an additional seven (7) days' 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~~. In the event of a suspension of services, ~~The Architect's fees for the remaining services and~~ the time schedules for the Architect's performance under this Agreement shall be equitably adjusted.

§ 9.2 The Owner may freely suspend the Project at any time and from time to time if the Owner determines it is in its best interest to do so. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and w~~W~~hen the Project is resumed, ~~the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and~~ the time schedules for the Architect's performance under this Agreement shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving Owner not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination; provided, however, that prior to issuing such seven (7) day notice, the terminating party must have delivered written notice of such failure to perform and have allowed such party thirty (30) days (unless a different cure period is specifically provided for herein, in which case such period shall apply) in which to cure the same. Notwithstanding the foregoing, if a party's default is such that it cannot reasonably be cured within thirty (30) days, the other party shall not have the right to terminate this Agreement as long as the defaulting party commences to cure within the applicable cure period and thereafter diligently pursues the same towards completion.

§ 9.5 Notwithstanding anything to the contrary contained elsewhere in this Agreement, t~~T~~he Owner may, at any time, 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, in full satisfaction of all monetary and other obligations to Architect under or in connection with this Agreement and as the Architect's sole and exclusive remedy for Owner's termination for convenience, compensate the Architect for services performed prior to termination~~,~~ and for Reimbursable Expenses (hereinafter defined) actually incurred by Architect prior to termination~~, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements~~.

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§ 9.7 Upon receipt of written notice from Owner of such termination by convenience, the Architect shall: (i) cease all operations as directed in the notice; (ii) take all actions necessary or advisable or as the Owner may direct for the protection and preservation of all Work; (iii) except with respect to Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including, without limitation, agreements with subcontractors, and purchase orders; and (iv) enter into no further Project agreements or purchase orders. ~~In addition to any amounts paid under Section 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 pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

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~~.1 Termination Fee:~~

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~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

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§ 9.~~8~~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 laws of the ~~place where the Project is located~~State of Rhode Island, ~~excluding~~ including that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Rhode Island Public Works Arbitration Act (RIGL 37-16-1 *et. seq.*) ~~Federal Arbitration Act~~ shall govern as set forth in Section 8.3.

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§ 10.2 Capitalized t~~T~~erms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, unless a different meaning is given in this Agreement, in which case such different meaning as given herein shall govern and control.

§ 10.3 The Owner and Architect, respectively, bind themselves, their ~~agents,~~ successors, assigns, and legal representatives to this Agreement. ~~Neither the Owner nor T~~the Architect shall not assign nor sublet this Agreement, in whole or in part, without the prior written consent of the ~~other~~Owner, which consent the Owner may withhold in its sole and unfettered discretion. For purposes of this Agreement and by way of example and not limitation, any transfer or other change in ownership structure or percentage of the Architect entity shall be deemed an assignment hereof. Any attempted assignment or subletting of any part of this Agreement by Architect without having first obtained the Owner's written consent thereto and/or without having complied with the other applicable provisions of this Agreement shall be ineffective and void ab initio. ~~except that t~~Without in any way limiting the rights of Owner as set forth elsewhere in this Agreement, the Owner may freely assign this Agreement and all related contracts, documents, instruments and the like, including, without limitation, to a lender providing financing for the Project ~~if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment~~.

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§ 10.4 If the Owner requests the Architect or any of its subcontractors or consultants or any other party performing any aspect of the Work to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution and the Architect will timely facilitate signatures to the same. 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 or is otherwise reasonable, provided the proposed consent is submitted to the Architect for review at least (fourteen) 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.~~

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§ 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. For the avoidance of doubt, there are no third-party beneficiaries of this Agreement whatsoever notwithstanding anything to the contrary contained herein.

§ 10.6 Unless otherwise required or set forth 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 Ssite.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 Confidential Information. THE PARTIES HERETO ACKNOWLEDGE THAT CERTAIN INFORMATION FURNISHED BY THE ARCHITECT TO OWNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, PLANS, REPORTS AND FINANCIAL STATEMENTS) MAY CONTAIN TRADE SECRETS, THE DISCLOSURE OF WHICH COULD CAUSE HARM TO THE ARCHITECT'S COMPETITIVE POSITION. SUBJECT TO ALL LEGAL REQUIREMENTS, INCLUDING THOSE ARISING UNDER THE FREEDOM OF INFORMATION ACT AND SIMILAR STATE LAWS, OWNER WILL USE REASONABLE EFFORTS TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION PROVIDED BY THE ARCHITECT TO OWNER PURSUANT TO THE TERMS OF THIS AGREEMENT AND WHICH ARE NOT, TO OWNER'S KNOWLEDGE, OTHERWISE IN THE PUBLIC DOMAIN OR OBTAINED FROM THIRD PARTY SOURCES ON A NON-CONFIDENTIAL BASIS; PROVIDED, HOWEVER, THAT THE FOREGOING WILL NOT RESTRICT OWNER FROM MAKING ANY DISCLOSURE OF SUCH INFORMATION AS OWNER DEEMS NECESSARY OR DESIRABLE TO PROVIDE TO ITS ELECTED OFFICIALS, EMPLOYEES, LEGAL, FINANCIAL AND OTHER PROFESSIONAL ADVISORS OR TO COMPLY WITH ANY APPLICABLE LEGAL REQUIREMENTS, PROVIDED THAT OWNER WILL IN EACH CASE ENDEAVOR TO INFORM THE PARTY TO WHICH SUCH DISCLOSURE IS MADE THAT SUCH INFORMATION IS CONFIDENTIAL AND OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT. IN THE EVENT THAT OWNER IS REQUIRED BY SUBPOENA, COURT ORDER OR OTHER SIMILAR PROCESS TO DISCLOSE SUCH INFORMATION OR IF OWNER RECEIVES ANY WRITTEN PUBLIC RECORDS REQUEST SEEKING DISCLOSURE OF THE MATERIALS DESCRIBED IN THIS SECTION, OWNER WILL, PRIOR TO COMPLYING WITH SUCH SUBPOENA, COURT ORDER OR SIMILAR PROCESS OR PUBLIC RECORDS REQUEST, PROVIDE THE ARCHITECT WITH WRITTEN NOTICE (UNLESS OWNER IS PREVENTED FROM DOING SO UNDER THE SUBPOENA, COURT ORDER OR SIMILAR PROCESS) SO THAT THE ARCHITECT WILL HAVE AN OPPORTUNITY TO SEEK, AT THE ARCHITECT'S SOLE COST AND EXPENSE, A PROTECTIVE ORDER OR OTHER APPROPRIATE REMEDY. IF THE ARCHITECT DOES NOT OBTAIN A PROTECTIVE ORDER OR OTHER REMEDY TO PRECLUDE THE DISCLOSURE OF THE REQUESTED MATERIALS, THE ARCHITECT ACKNOWLEDGES THAT OWNER MAY DISCLOSE SUCH REQUESTED MATERIALS AS AND TO THE EXTENT REQUIRED BY ANY SUCH SUBPOENA, COURT ORDER, SIMILAR PROCESS OR PUBLIC RECORDS REQUEST AS ADVISED BY OWNER'S LEGAL COUNSEL AND THE GOVERNMENTAL OR JUDICIAL AUTHORITY REQUIRING SUCH COMPLIANCE. THE ARCHITECT FURTHER ACKNOWLEDGES THAT OWNER MAY, GIVEN THE DEADLINES AND RESPONSE REQUIREMENTS UNDER PUBLIC RECORDS REQUESTS, BE OBLIGED TO DISCLOSE THE REQUESTED MATERIALS EVEN THOUGH THE ARCHITECT IS ATTEMPTING AT SUCH TIME TO OBTAIN A PROTECTIVE ORDER OR OTHER APPROPRIATE REMEDY TO PREVENT THE DISCLOSURE OF SUCH INFORMATION. THIS SECTION 8.1 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. ~~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 Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or other tribunal having jurisdiction, then the parties shall: (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effectuate the intent of the parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish item (1) above, apply to the court or other tribunal having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes, in substitution for or addition to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist. ~~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

§ 11.1 In full compensation for the Architect's Basic Services and all other covenants on the part of Architect to be performed as set forth herein~~For the Architect's Basic Services described under Article 3~~, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

~~.2 Percentage Basis~~

~~.3 Other~~
~~«»~~

§ 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: on the basis of a stipulated sum or hourly fee, in each case as agreed to in writing by the Owner and Architect with respect to the Supplement Services in question.
~~*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*~~

§ 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: on the basis of a stipulated sum or hourly fee, in each case as agreed to in writing by the Owner and Architect with respect to the Additional Services in question.
~~*(Insert amount of, or basis for, compensation.)*~~

~~«»~~

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the actual, verified and reasonable amount thereof as invoiced to the Architect plus « »five percent (5 « »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5
§ 11.6

§ 11.6.1

§ 11.57 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall remain fixed in the amounts indicated below for the entire duration of the term of this Agreement 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.)

N/A

§ 11.68 Compensation for Reimbursable Expenses

§ 11.68.1 The following reimbursable expenses (the **"Reimbursable Expenses"**) are in addition to compensation for Basic, Supplemental, and Additional Services. The Owner shall reimburse the Architect dollar-for-dollar for the actual, verified and reasonable amount of following Reimbursable Expenses incurred by Architect 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 Long distance services, dDedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fFees paid for securing approvalrequired by of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in writing 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;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.89 All taxes levied on professional services and on reimbursable expenses; and
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.912 Other similar Project-related expenditures, provided the same have been authorized in advance and in writing by Owner.

§ 11.68.2 For Reimbursable Expenses the compensation shall be the actual, verified and reasonable expenses incurred by the Architect and, as the case may be, the Architect's consultants plus and administrative fee of « »five percent (5 « »%) of suchthe 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:

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~~(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.)~~

~~« »~~

§ 11.~~7~~10 Payments to the Architect
§ 11.~~7~~10.1 Initial Payments
§ 11.~~7~~10.1.1 ~~An initial payment of « » ($ « ») 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.~~ This Agreement does not call for an initial payment to Architect upon execution of this Agreement, nor for any minimum payment to be made to Architect.

§ 11.~~7~~10.1.2 This Agreement does not call for an initial payment to be made to Architect in connection with obtaining certification with respect to the Sustainable Objective.~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.~~7~~10.2 Progress Payments
§ 11.~~7~~10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the 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.)

Two percent« » (2%) « » per annum.

~~**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.~~7~~10.2.~~2~~3 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 at mutually convenient times for a period of three (3) years from the date the same are submitted to Owner. The provisions of this Section 11.7.2.2 shall survive the expiration or earlier termination of this Agreement.

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 Applicable Law; Performance Standard. The Architect shall perform all Work in accordance with all applicable laws, statutes, rules, orders, regulations, codes, ordinances, requirements and the like, including, without limitation, in accordance with all applicable (i) Rhode Island Department of Education ("RIDE") regulations and other requirements (including, by way of example and not limitation, all RIDE requirements related to State-funded grants and standards for the design and construction of schools); (iii) deadlines set forth by the Rhode Island School Building Authority; and (iv) requirements of the Occupational Safety and Health Administration (each, an **"Applicable Law"**; collectively, **"Applicable Laws"**). Further, the Architect shall perform all Work and other services in connection with the Project consistent with the highest degree of care, skill and diligence and in accordance with sound practices and the highest industry standards with at least the level of professional skill and care ordinarily provided by architects practicing in the United States 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 as required by this Agreement and all other agreements and understandings between the parties with concerning the subject matter hereof, time being of the essence.

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§ 12.2 Architect's Compliance. The Architect shall at all times throughout the term of this Agreement comply with all Applicable Laws and licensing requirements applicable in the State of Rhode Island. Without limiting the generality of the foregoing, the Architect entity shall at all times throughout the term of this Agreement remain registered to do business and in good standing in the State of Rhode Island. When any Applicable Law requires that services be performed by licensed professionals, the Architect shall provide those services only through qualified, licensed professionals.

§ 12.3 Indemnification. The Architect shall indemnify, defend and hold harmless the Owner and its employees, agents and representatives from and against any and all losses, costs, and damages of all kinds, including, without limitation, court costs and reasonable attorneys' fees, to the extent the same arise out of the Architect's breach of this Agreement or the Architect's acts, omissions, negligence or willful misconduct. The obligations set forth in this Section 12.3 shall survive the expiration or earlier termination of this Agreement. The indemnification obligations under this Agreement shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Architect or anyone directly or indirectly employed by Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 12.4 Notice. When any of the parties hereto desire or are required to give notice to the other under or in connection with this Agreement, such notice shall be in writing and sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended and at the address last specified by such party. Notwithstanding the foregoing, if this Agreement provides for the application of a different notice provision(s) in specific circumstances, such different notice provision(s) shall apply with respect to such circumstances. Unless and until a party changes the same in accordance with the provisions of this Section 12.4, notices hereunder shall be addressed as follows:

If to the Owner,

City of Providence
Department of Public Property
Attn: Demo Roberts
25 Dorrance Street
Providence, RI 02903

with copies to

West Group Law PLLC
Attn: Steven A. Torres, Esq.
4 Richmond Square, Suite 350
Providence, RI 02906

and to:

Downes Construction Company, LLC
Attn: Joseph DeSanti
10 Dorrance Street
Providence, RI 02903

If to the Architect,

with a copy to

_____
Attn: _____
_____
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§ 12.5 Rights and Remedies Cumulative; No Waiver. The rights and remedies provided by this Agreement are cumulative, are in addition to rights and remedies available by Applicable Laws, and, except where expressly set forth to the contrary in this Agreement, the use of any one right or remedy by any party shall not preclude or waive such party's right to use any or all other remedies. Except as otherwise set forth herein, no action or failure to act by the Owner or Architect shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 12.6 Location of Services. The Architect shall perform a majority (*i.e.*, more than fifty percent (>50%)) of the Work for the Project in the City of Providence, Rhode Island, and must have a physical office within fifty (50) miles of said City from which the Architect shall manage the Project during the entirety of the term of this Agreement. The Architect agrees to meet weekly during the term of this Agreement with applicable City of Providence officials and PPSD officials to provide in-progress reviews of the Project's execution. Owner shall arrange for meeting space for this purpose.

§ 12.7 No Third-Party Beneficiaries; Relationship of Parties. Notwithstanding any provision of this Agreement to the contrary, 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. There are no third-party beneficiaries of this Agreement whatsoever. The relationship of the parties hereto is that of contracting parties only, and no joint venture or other association between them is established by this Agreement.

§ 12.8 MBE/WBE Participation. The Architect acknowledges and agrees that it shall perform the Project and the Work in accordance with City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 and RIGL 37-14.1-1 *et. seq.* Specifically, ten percent (10%) of the dollar value of the entire Project shall be awarded to a "minority business enterprise(s)" and ten percent (10%) of the dollar value of the entire Project shall be awarded to a "women business enterprise(s)", as those terms are defined therein, for combined minority business enterprise and women business enterprise participation of twenty percent (20%) of the dollar value of the entire Project. Only businesses certified with the State of Rhode Island Minority Business Enterprise Compliance office as minority and/or women business enterprises shall count towards the foregoing percentages, and it is Architect's responsibility to confirm that minority business enterprises and women business enterprises engaged in any aspect of the Project are so certified. Architect shall submit the Subcontractor Utilization and Payment Report to the Owner's Fiscal Agent with every invoice and with request for final payment. The form must include all subcontractors utilized in connection with the Project and the total amount paid to each subcontractor for the given period and to date. The Architect shall submit to the Minority and Women's Business Coordinator at the City of Providence (the **"MBE/WBE Office"**) copies of all executed agreements with all subcontractors utilized to achieve the participation goals and other requirements of the Providence Code of Ordinances and the Rhode Island General Laws. The Architect shall also submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to all subcontractors utilized in connection with the Project. The Architect agrees that representatives of the City of Providence may examine the Architect's books, records and files from time to time to determine whether the Architect has complied with the provisions of this Section 12.8. Failure of the Architect to comply with all minority business enterprise or women business enterprise participation requirements of this Agreement is a material breach hereof.

§ 12.9 Incorporation. The attached Exhibits and all external documents, instruments and things expressly referenced in this Agreement are incorporated into this Agreement and made a part hereof as if fully restated herein. The RFP and the Architect's Bid Proposal in response thereto are incorporated into this Agreement to the extent necessary to give full force and effect to the provisions hereof.

§ 12.10 Further Assurances. The parties hereto will do all acts and things and shall make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out and perform the terms of this Agreement.

§ 12.11 Conflict/Interpretation. In the event of a material conflict between the provisions of this Agreement (including, without limitation, the Master Schedule exhibit (Exhibit A) and the Basic Services exhibit (Exhibit B)), the Architect's Bid Proposal, and/or the RFP, the provisions most favorable to the City shall govern and control in all such instances. With respect to precedent of documents, material conflicts between and among the documents listed below shall be resolved in the following order of precedence:

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First, Amendments to this Agreement;
Then, this Agreement;
Then, the RFP
Then, the Architect's Bid Proposal.

§ 12.12 Headings/Captions. The various headings and captions to articles and sections of this Agreement are inserted for convenience and are not a part of this Agreement and shall not be used in the interpretation of the provisions of this Agreement. This Agreement represents an arm's length transaction between the parties hereto and, notwithstanding any Applicable Law or legal principle to the contrary, no provision of this Agreement shall be construed more strongly for or against a particular party due to the fact that such party drafted such provision.

§ 12.13 Representations/Warranties of Architect. The Architect hereby represents and warrants to Owner that (i) the Architect is not subject to any pending, threatened or current litigation, merger or acquisitions, corporate restructuring or financial oversight; (ii) neither Architect nor any of its principals (or beneficiaries thereof) is subject to any voluntary or involuntary bankruptcy or other insolvency proceedings; (iii) the Architect is not in violation of any order, decree or other judgment arising out of its design or construction of any facility or system; and (iv) that the Architect is fully authorized to enter into this Agreement in accordance with its terms. All of the statements in the preceding subsections (i) through (iv) shall remain true and correct throughout the performance of this Agreement and the life of the Project. If any of the same become untrue or incorrect during such periods, the Architect shall be deemed to be in material default of this Agreement.

§ 12.14 No Termination/Violation. The Architect agrees that it shall not be terminated for cause on any contract or other agreement with any party for design or related services at any point during the term of this Agreement unless the Owner decides, in its sole and absolute discretion, that the reason(s) for such termination is not material to the Architect's performance of the Work. Further, the Architect shall at no point during the term of this Agreement be in violation of any order, decree or other judgment arising out of Architect's design or related services. In the event any such termination or violation occurs, the Architect shall be in immediate and material default under this Agreement, which shall give rise to an immediate right of Owner to terminate this Agreement.

§ 12.15 Termination, Generally. Except as may be set forth to the contrary elsewhere in this Agreement, if at any point this Agreement is terminated in accordance with the provisions of this Agreement, this Agreement shall become of no further force or effect as of the date of termination, except for provisions of this Agreement that expressly survive the expiration or termination hereof. Further, if any provision of this Agreement is clearly designed and/or intended to survive the expiration or termination hereof, but such design or intent is not expressly stated, such provisions shall survive the expiration or termination hereof.

§ 12.16 Subcontractors. The Owner hereby reserves the right to approve of any and all subcontractors and consultants hired by the Architect or otherwise to be utilized in performance of any aspect of the Project. The Owner may also freely revoke any such approval previously granted if the Owner determines that it is in its best interest to do so. The Architect agrees to promptly make substitution for all such subcontractors and consultants.

§ 12.17 Necessary Approvals. The Architect acknowledges and agrees that this Agreement shall not be valid and binding upon either party hereto unless and until: (i) all approvals and signatures required by Applicable Law have been finally and fully obtained, including, without limitation, approval and/or signature by the City's Board of Contract and Supply, the City's City Council, the City's Solicitor and the City's Mayor; and (ii) sufficient appropriation has been made for the payment of the stipulated sum as set forth herein and for any other amounts due from the City hereunder.

§ 12.18 Miscellaneous. The following provisions apply to this Agreement, if applicable:

1 Payment for partial delivery will not be allowed except when provided for in blanket or term contracts; and

2 Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.

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§ 12.19 Worker's Compensation Act. Prior to commencing performance of any aspect of the Work, the Architect shall attest to compliance with the Rhode Island Worker's Compensation Act on such form and containing such substance as directed by Owner. If exempt from compliance with the same, the Architect shall deliver a sworn affidavit stating the same on such form and containing such substance as directed by Owner.

§ 12.20 Uncontrollable Circumstances. For purposes of this Agreement, "Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost or time required for performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such party.

§ 12.20.1 Inclusions: Subject to the foregoing provisions of Section 12.20, Uncontrollable Circumstances shall include the following:

.1 A change in Applicable Laws;

.2 Naturally occurring events (but not including reasonably anticipated weather conditions for the Providence, RI geographic area) such as landslides, underground movement, hurricanes, earthquakes, fires, tornadoes, floods, epidemics, lightning, and other acts of God;

.3 Explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance;

.4 Strikes in Rhode Island and nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Architect;

.5 The failure of any appropriate federal, state, authority, or local public agency or private utility having operational jurisdiction in the area in which the Project is located to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Project (but not including reasonably anticipated power outages) which are required for the performance of the Work;

.6 The existence of an Unknown Subsurface Condition. For purposes of this Agreement, "Unknown Subsurface Condition" means, and is limited to, the presence at the Project Site of (1) subsurface conditions that materially differ from the subsurface conditions, if any, disclosed in the RFP, (2) archeological finds, and (3) Hazardous Materials; and

.7 Contamination of the Project Site from groundwater, soil or airborne Hazardous Material migrating from the sources outside the Project Site to the extent not caused by Architect

§ 12.20.2 Exclusions: It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

.1 Any act, event or circumstance to the extent that it would not have occurred if the affected party had complied with its obligations hereunder;

.2 Changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;

.3 Changes in the financial condition of the Owner, the Architect, or any Subcontractors affecting their ability to perform their respective obligations;

.4 The consequences of error, neglect or omissions by the Architect or any of its employees, agents, suppliers, or any Subcontractor in the performance of the Work;

.5 The failure of the Architect to secure patents or licenses, permits or approvals, or similar authorizations necessary for the performance of the Work;

.6 Reasonably anticipated weather conditions for the geographic area of Providence, RI;

.7 Labor disputes involving employees of the Architect, its affiliates or any Subcontractors;

.8 Union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Project or otherwise increasing the cost or burden to the Architect of performing the Work;

.9 Any act, event, circumstance or change in Applicable Law occurring outside of the United States;

.10 The failure of any Subcontractor or supplier to furnish labor, materials, services or equipment for any reason other than for acts or events specifically enumerated herein as Uncontrollable Circumstances;

.11 Any increase for any reason in premiums charged by the Architect r's insurers or the insurance markets generally for the insurance policies required by this Agreement;

.12 Any impact of prevailing wages, laws or rates on the Architect's costs with respect to wages and benefits; and

.13 A Change in Applicable Law pertaining to income taxes.

§ 12.20.3 Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party to this Agreement shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The parties hereto agree that the relief for an Uncontrollable Circumstance described in this Section 12.20 shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstance.

§ 12.20.4 Notice and Mitigation. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by electronic mail, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereto, followed within fifteen (15) days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (2) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (1) the amount, if any, by which the Architect's compensation is proposed to be adjusted as a result of such Uncontrollable Circumstance; (2) its estimated impact on the other obligations of such party under this Agreement; and (3) potential mitigating actions which might be taken by the Architect or the Owner and any areas where costs might be reduced and the approximate amount of such cost reductions. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

§ 12.20.5 Conditions to Performance, Compensation, and Schedule Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of the Architect's performance of the Work and the Architect has provided notice as required by Section 12.20.4, the Architect shall be entitled to a reasonable and appropriate increase in compensation or an extension of schedule which properly reflects the interference with performance, the amount of the increased cost, or the time lost as a result thereto, and the Architect shall perform all other Work. Any cost reduction achieved through the mitigating measures undertaken by the Architect pursuant to this Section 12.20 upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the compensation would have otherwise been increased or shall serve to reduce the compensation to reflect such mitigation measures, as applicable. In the event that the Architect believes it is entitled to any compensation or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the Owner written notice of the specific relief requested and detailing the event giving rise to the claim within thirty (30) days after the giving of notice delivered pursuant to Section 12.20.3, or if the specific relief cannot reasonably be ascertained and such event detailed, with such thirty (30) day period, then within such longer period with which it is reasonably possible to detail the event and ascertain such relief. Within thirty (30) days after receipt of such a timely submission from the Architect the Owner shall issue a written determination as to the extent, if any, it concurs with the Architect's claim for performance, price or schedule relief, and the reasons therefore. The Architect acknowledges that its failure to give reasonable and timely notice pertaining to an Uncontrollable Circumstance as required under this Section may increase the cost of the Uncontrollable Circumstance to the Owner. To the extent the Architect's failure to give reasonable and timely notice to the Owner causes the Owner to incur additional costs related to the Uncontrollable Circumstance, the relief to the Architect shall be reduced to account for such additional cost. The Architect shall have the affirmative burden of refuting the Owner's assertion. Absent such refutation, the reduction in relief to the Architect and the reduction in additional cost to the Owner asserted by the Owner in such circumstances shall be effective.

§ 12.20.6 Acceptance of Relief Constitutes Release. The Architect's acceptance of any performance, price or schedule relief under this Section shall be construed as a release of the Owner by the Architect (and all persons claiming by, through, or under the Architect) for any and all losses, costs, expenses, damages, and liabilities resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

§ 12.21 Warranties. In addition to any and all implied warranties, the Architect's services for construction administration shall include a one year warranty inspection following Substantial Completion.

§ 12.22 Termination by the Owner For Cause

§ 12.22.1 In addition to all other rights and remedies set forth in this Agreement, the Owner may terminate this Agreement if the Architect:

.1 fails to submit or deliver any item by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion of the Project;

.2 refuses or fails to supply proper materials or the appropriate subcontractors or enough properly skilled workers;

.3 fails to make timely payment to any subcontractor or consultant, except if the Architect has a good faith claim against the subcontractor or consultant;

.4 disregards or violates any Applicable Law; or

.5 has materially breached any provision of this Agreement.

§ 12.22.2 When any of the above reasons 1, 2, 3 or 5 exist, the Owner may without prejudice to any other rights or remedies of the Owner immediately terminate this Agreement, with a three (3) day curing option to the Architect, and, for item 4, Owner may immediately terminate this Agreement. Further, Owner shall also be entitled to, without prejudice to any other right or remedy of Owner:

.1 Exclude the Architect from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Architect;

.2 Accept assignment of one (1) or more of the subcontractor or consulting agreements as set forth in this Agreement; and

.3 Finish, at the sole cost and expense of the Architect, the Work by whatever method the Owner may deem appropriate.

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§ 12.22.3 When the Owner terminates this Agreement for any reason, the Architect shall only be entitled to payment for aspects of the Work completed prior to the date of termination less (i) costs and expenses of Owner as set forth in Section 12.22.4 below and (ii) amounts Owner may otherwise set off therefrom.

§ 12.22.4 If the unpaid balance of the Stipulated Sum as set forth herein is less than the total of (i) all costs and expenses of finishing the Work plus (ii) all other damages incurred by Owner in connection with this Agreement, the Architect shall immediately pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT; INTEGRATION

§ 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, concerning the subject matter hereof. 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 B101™–2017, Standard Form Agreement Between Owner and Architect, as modified; and

~~.2~~ « »

.23 Exhibits:

(Check the appropriate box for any exhibits 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.)

Exhibit A: Master Schedule~~NOT USED~~

Exhibit B: Basic Services~~NOT USED~~

« »

~~.4 Other documents:~~

~~*(List other documents, if any, forming part of the Agreement.)*~~

« »

Intending to be legally bound, the Owner and the Architect~~This Agreement~~ have entered into this Agreement as of the day and year first written above.

OWNER:	**ARCHITECT:**
The City of Providence, Rhode Island	
By:	By:
Name:	Name:
Title:	Its:
Approved as to form and correctness:	
By:	
Name:	
Title:	

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Exhibit A
Master Schedule

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Exhibit B

Basic Services

Basic Services include, but are not limited to, the following:

1. Preparation of all plans, specifications, design documents and the like for the renovation of the auditorium at Hope High School and reconstruction and/or replacement of the existing copula located on the roof over said auditorium.

2. Performing all necessary or advisable design work, and completing the Construction Documents in accordance with the Master Schedule set forth in Exhibit A.

3. All Work for the Project will be administered to enable the fast-track design and construction of the Project with utilization of a Construction Manager at Risk to assist with the Project.

4. The Architect is responsible for obtaining Rhode Island Department of Education Necessity of School Construction Stage III approvals for the Project at the milestones and in accordance with the Master Schedule set forth in Exhibit A and in accordance with all other Applicable Laws, including, without limitation, all Rhode Island School Building Authority requirements.

5. The Architect is responsible for delivering the Project on time and within the Owner's budget as set forth in the Agreement.

6. The Architect shall consider the infrastructure, power requirements and coordinate MEP systems for the Owner-furnished FF&E and technology equipment for the Project.

7. Provide existing conditions survey, including, but not limited to, structural, MEP, architectural, etc.

8. In working with the Construction Manager at Risk, prepare a site logistics place to indicate construction access, staging areas, student and faculty circulation during construction, construction parking, delivery accessibility, etc.

9. The Project includes the following criteria at the appropriate period of the process, all of which shall fully comply with all Applicable Laws:

    a. All Work will be in accordance with the Rhode Island School Building Authority deadlines and will conform with the Rhode Island Department of Education's Construction Regulations;

    b. Prevailing Wage Rates apply to appropriate aspects of the Project at all relevant times throughout the term of the Agreement;

    c. All Rhode Island Department of Education requirements related to State funding grant and their standards for the design and construction of school projects apply to the Work and the Project throughout the term of the Agreement; and

    d. The City encourages the engagement and hiring of local residents and businesses at the company, trade worker, vendor and supplier levels.

10. The Basic Services include, but are not limited to,:

    a. Building Code review;
    b. ADA review;
    c. Site ADA access;
    d. Renovation to the lobby interior including but not limited to; lighting, acoustics, MEP, interior finishes and millwork, and signage;
    e. ADA access to audience, performer areas, and educational spaces adjacent to auditorium;

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f. Renovation to the auditorium space, including but not limited to; interior finishes, architectural features, seating, acoustical treatments, and presentation features;
g. Design theatrical components; theatrical lighting, audio/visual systems, rigging systems, catwalks and curtains;
h. Restoration of historical features and components; review with RI Heritage and Providence Historic District Commission;
i. MEP design including fire alarm;
j. Windows including daylighting control;
k. Planning of access during renovation project;
l. Develop renovation or replacement of cupola including related work;
m. RIDE review including Stage III submission;
n. Reviews with the Providence Building and Fire Departments;
o. Develop project budget utilizing services of cost estimator; and
p. Provide construction administration throughout the duration of the construction phase of the project.

11. The Architect is responsible for design quality control, design quality assurance, construction quality control, and construction quality assurance.

12. The Architect is responsible for handling any and all labor relations for the Project, including, without limitation, any and all labor-relations issues arising during the term of the Agreement.

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Addendum #2

1) Stage II Architect and Engineering Services
    a. Bid Submission are due by May 19th, 2025 at 2 PM
    b. Questions need to be submitted by May 13th at 9 AM
2) The awarded team will work with Downes to put together a detailed schedule that completes the Stage II submission by September 15, 2025.
3) Please see attached exhibits
    a. Stage 1 RIDE Submission
    b. Sample Contract AIA B101-2017 Draft
    c. RIDE Necessity of School Construction Stage II Guidance