

Rhode Island Gen. Laws § 42-90-1. Public disclosure required.

(a) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall annually prepare and submit to the budget office by October 1 a list containing:

(1) The name of any person privatization contractor, or vendor who performed legal, medical, accounting, engineering, or any other professional, technical or consultant service to the department, commission, board, council, agency or public corporation on a contractual basis during the previous fiscal year; and

(2) The amount of compensation received by each consultant during the previous fiscal year.

(b) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall prepare and submit to the budget office on an annual basis by October 1 a contracting report containing:

(1) Digital/Electronic copies of all contracts or agreements by which a nongovernmental person or entity agrees with the department, commission, board, council, agency or public corporation to provide services, valued at one hundred fifty thousand dollars (\$150,000) or more, which are substantially similar to and in replacement of work normally performed by an employee of the department, commission, board, council, agency or public corporation.

(2) [Deleted by P.L. 2014, ch. 145, art. 9, § 4].

(c) The budget office shall post electronic/digital copies of all contracts and reports online using the state's transparency portal or an equivalent website, available for public inspection, annually no later than December 1 of each year.

(P.L. 1985, ch. 160, § 1; P.L. 2006, ch. 172, § 2; P.L. 2006, ch. 646, § 2; P.L. 2009, ch. 332, § 1; P.L. 2014, ch. 145, art. 9, § 4.)

Name of filing entity: Office of the Postsecondary Commissioner
Reporting period: FY 2023 (July 1, 2022 - June 30, 2023)
Date submitted: 9/30/2023
Name of submittor: Zachary J. Saul, Chief Financial Officer

Please check the box to the right if this agency has no government consultants to report and is in full compliance with RIGL 42-90-1:

Consultant	Purpose	Amount
Office of the Postsecondary Commissioner		
Adler Pollock & Sheehan PC	Legal Services	\$33,665
Alert Scientific Inc.	Environmental Services	\$2,595
American Municipal Tax Exempt Compliance Corp.	Bond Compliance Services	\$6,000
Burns & Levinson	Legal Services	\$10,349
CAPFinancial Partners, LLC	Investment Advisory Consulting	\$65,000
Clifton Larson Allen LLP	Financial Audit Services	\$39,100
Community College of Rhode Island	Training and Educational Services	\$3,907,863
Duffy & Shanley Inc.	Communication and Web Design Services	\$10,239
Global Maintenance LLC	Janitorial Services	\$39,801
Guidesoft Inc.	Contracted Professional Services	\$79,864
Hinckley Allen & Snyder LLP	Legal Services	\$78,428
Jeffrey S. Michaelson	Legal Services	\$700
Legacy Cleaning Services, LTD.	Janitorial Services	\$2,486
Madison Security Services Group Inc.	Security Services	\$56,321
Oliverio & Marcaccio LLC	Legal Services	\$20,268
Regents of the University of Minnesota	Training and Educational Services	\$3,474
Rhode Island Association for the Education of Young Children	Early Child Care Education Career Pathways	\$65,500
Thomson Reuters Tax & Accounting Inc	Tax Accounting Firm 1095 C	\$647
TNT Cleaning Services Inc.	Janitorial Services	\$39,055
True North Communications	Lobbying Services	\$53,000
Victor Group LLC	Lobbying Services	\$41,345
West Publishing Corporation	Legal Services - Usage Fees	\$23,302
Western Oil Inc.	Environmental Services	\$144
Whalley Computer Associates Inc.	IT Support Services	\$80,260
Community College of Rhode Island		
Adler Pollock & Sheehan PC	Legal Services	\$5,088
Aharonian & Associates Inc	A&E Services	\$537,559
ATR/Treehouse	AV rental/streaming service Fed Reserve presentation	\$10,138
BL Companies Inc	A&E Services	\$126,447

Boston Energy Wind Power Inc	Energy Wind Power Svcs. Consulting	\$83,450
Caption Consulting Inc	Interpretation Services	\$31,200
Clifton Larson Allen LLP	Financial Audit Services	\$88,725
Duffy & Sweeney, LTD	Legal Services	\$400
Employers Association of the North	Legal Clinic Prep and Teaching	\$2,924
Fay, Carol	Interpretation Services	\$2,771
Federal Hill Group LLC	A&E Services	\$84,383
Giard, Paul R.	Interpretation Services	\$66,348
GreyCastle Security, LLC	Cyber Security Services	\$133,050
Harrington, John J..	Cancellation Fee LRC Grevance	\$750
Henry, Jonathan B..	Interpretation Services	\$516
Husch Blackwell LLP	Consulting Services	\$150
Joseph J. Reale, Jr. LTD	Legal Services	\$3,838
Law Office of Goss & Associates Total	Legal Services	\$6,460
Lough, Robert O.	Maritime Training for Electric Boat	\$14,500
Matthew Baldwin McCoy	Mental Health First Aid Instruction	\$1,366
Michaelson & Michaelson	Legal Services	\$80
Michele D Neiley	Interpretation Services	\$641
National Council for Behavioral Health	Hosted Virtual Adult Instructor Training	\$26,000
Nelson, Christina L.	Interpretation Services	\$157
Nixon Peabody LLP	Legal Services	\$13,971
Office of the Post Secondary Commissioner	Legal Services Pass Through	\$42,018
Oliver Hazard Perry Rhode Island Inc	Program Development: Maritime Training	\$51,350
Oliverio & Marcaccio, LLP	Legal Services	\$32,995
Partners Interpreting, LLC	Interpretation Services	\$863
Partridge Snow & Hahn, LLP	Legal Services	\$441
Perspectives Corporation	Interpretation Services	\$56,369
Phase Two Advisory, LLC	Consulting Services	\$430
Pierce Atwood, LLP	Legal Services	\$794
Remigio, Robert	Interpretation Services	\$125
Robert Ferrilli, LLC	Consulting Services	\$1,399,029
The Robinson Green Beretta Corporation	A&E Services	\$150,137
Schmerman, Heather A.	Interpretation Services	\$12,527
	Facilitation of the Banking and Teller Module for Advanced	
Soares, Susan E.	Business Services	\$7,500
Stand Fast Community Consulting	Interpretation Services	\$1,129
Strata Information Group	Consulting Services	\$2,240
Suskie, Linda	Consulting Services	\$7,450
Synergy WOW LLC	Interpretation Services	\$3,898
SwailLandis Inc	Evaluation Services for Title III Project	\$7,500
Tecton Architects, Inc.	A&E Services	\$408,115
Teehan, Jan	Greivance Hearing	\$75
The American School at Hartford	Interpretation Services	\$2,010
Timko-Hochkeppel, Kendra A.	Interpretation Services	\$12,971
UECAT, LLC	Investigation Services	\$30,405
Xzito Creative Solutions LLC	Digital Marketing Clinic-Preparation-Instruction	\$1,755

Rhode Island College

Able Opportunities	Consulting Services - ADA and Assistive Technology Act	
Adler Pollock & Sheehan PC	Implementation - Sherlock Center on Disabilities	\$81,025
AHEAD	Legal Services	\$4,125
AI-Media Technologies	Evaluation/Consultation of Disability Services	\$6,500
Alverno College	CART/Interpreting Services	\$2,613
American Assn of Collegiate Registrars	Nursing Program Consultant	\$6,000
American School for the Deaf	Registrar Office Transition Consultant	\$20,530
Arden Engineering	CART/Interpreting Services	\$1,220
	A&E Services	\$8,430
	IT Consultant/Implementation of Customer Relationship	
Attain	Management Software	\$40,990
Bengtson & Jestings, LLP	Legal Services	\$5,087
Brewster Thornton	A&E Services	\$1,590,858
Building Engineering Resources, Inc.	A&E Services	\$23,750

Caption Consulting	CART/Interpreting Services	\$80,258
Castle Branch, Inc.	Background Check Services	\$8,057
CDR Maguire, Inc.	A&E services	\$5,707
Clifton Larson Allen LLP	Auditing Services	\$95,550
Cochran, John B.	Arbitrator	\$10,000
Colliers International	Commissioning Services - Horace Mann Hall Renovation	\$38,722
Colliers International	Commissioning Services - Clarke Science Renovation	\$1,523
Colliers International	Owners Project Manager Services	\$133,984
Community Resources, LLC	Community Healthcare Workers Grant Consultant Services pertaining to Medicare	\$2,625
Crossman Engineering	A&E Services	\$14,127
Dervarics, Charles J.	Grant Writer	\$14,200
ERP Analysts	On-Call Peoplesoft Consulting Services	\$23,607
Essential Partners, Inc.	Consulting Services - Training Development	\$13,600
Esquire Deposition Solutions, LLC	CART/Interpreting Services	\$40,440
Fay, Carol	Interpreting Services	\$2,337
Fuss & O'Neill, Inc.	A&E Services	\$16,900
Giard, Paul	Interpreting Services	\$6,345
GNC Consulting	On-Call Peoplesoft Consulting Services	\$90,154
Good Harbor Techmark	IT Network Consultant	\$1,200
Grand River Solutions	Title IX/Equity Services Hearing Officer	\$21,505
Greycastle	Risk Assessment Consulting Services	\$89,930
Greycastle	Managed Security Operations Support/Consulting Services	\$131,400
Harding, Timothy M.	Consultant Services Modernization of Career Development Center	\$6,000
Heartland Campus Solutions ECSI	Student Loan Processing Services	\$26,742
Henry, Jonathan B.	CART/Interpreting Services	\$671
Horton Interpreting Services, Inc.	CART/Interpreting Services	\$2,413
Hyland, LLC	IT Consultant	\$5,438
Hypergen Inc.	On-Call Peoplesoft Consulting Services	\$165,955
Inspiring Minds	Education Consultant - Service-Learning Placement with Providence Public Elementary Schools	\$6,945
Integration Partners Corporation	AVAYA Telephone System Consultant	\$20,634
Joseph J. Reale, Jr., LTD	Legal Services	\$36,947
Kaestle Boos Associates, Inc.	A&E Services	\$106,483
Killough, Jay T.	Consultant Services Modernization of Career Development Center	\$6,000
Knowledge Services	Temporary Personnel Services	\$84,263
Kyvaughn, Henry	Grant Writer	\$8,500
Languagers Inc.	Interpreter	\$1,250
Lehoullier Consulting, Inc.	Consulting Services for Welligent Requirements Development/Project Management - Sherlock Center	\$31,421
Lifespan Physician Group, Inc.	Psychiatric Physician Services for the Counseling Center	\$27,300
LLB Architects	A&E Services	\$122,950
Lynch Research Associates	Consulting Services for School Based Mental Health Project Evaluation - Yr 2	\$45,000
Marinello Law	Legal Services	\$1,429
Marshall & Associates	Consultant to Develop COVID-19 Vaccine Related Materials and Websites for I/DD Community	\$2,271
MAWMEDIA Group, LLC	Consulting Services - Curriculum Development School of Social Work	\$3,500
Microsoft	Microsoft Support Services	\$55,896
Morgan, Patricia	Educational Consultant - School of Nursing	\$5,200
Nelson, Christina L.	Interpreting Services	\$1,253
NV5 (formerly Celtic Energy, Inc.)	Auditor for ESCO Projects	\$925
OHO Interactive	Website Support Services	\$102,103
OHO Interactive	Paul V. Sherlock Website Migration and Re-Design	\$138,365
Pannone Lopes Devereaux & O'Gara LLC	Legal Services	\$3,165

Partners Interpreting	Interpreting Services	\$7,225
Partridge Snow & Hahn, LLP	Legal Services	\$6,893
Perspectives Corporation	Interpreting Services	\$3,609
Pierce Atwood LLP	Legal Services	\$2,291
Pinpoint Translations Services	Interpreting Services	\$614
Protocall Services, Inc.	24/7 HIPA Compliant Helpline	\$16,000
R. Keough Construction, Inc.	Owners Project Manager Services	\$50,117
Sacoccio & Associates	A&E Services	\$5,789
Savage Law Partners LLP	Legal Services	\$4,813
Stand Fast: Communications and Consulting	CART/Interpreting Services	\$1,313
Symmes Maini & McKee Associates	A&E Services	\$141,663
	Media Consulting Services for the Recovery through	
Touro Street Books	Opportunity Grant	\$23,636
Transact	E-Commerce IT Support Services	\$79,570
Triumvirate Environmental	Hazardous Waste Consultant	\$212,840
Vanasse Hangen Brustlin, Inc.	A&E Services	\$7,010
Wattman, Joan N.	CART/Interpreting Services	\$1,245
	Consultant for grant dealing with medication therapy and	
	opiate users and the development of an opioid workforce	
	and behavioral healthcare grant.	\$6,700
Weisman, Daniel	Grant Evaluator - SSW Behavioral Health Grant	\$5,050
Weisman, Daniel	A&E Services	\$54,720
William Starck Architects, Inc.		

Notice of Contract Purchase Agreement



**State Of Rhode Island
 Department of Administration
 Division of Purchases
 One Capitol Hill
 Providence, RI 02908-5860**

V E N D O R	BREWSTER THORNTON GROUP ARCHITECTS LLP 317 IRON HORSE WAY SUITE 202 PROVIDENCE, RI 02908 United States
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A&E SERVICES FOR CLARKE SCIENCE RENOVATIONS	
Award Number	3741141
Revision Number	1
Effective Period	24-SEP-2021 - 22-DEC-2024
Approved PO Date	21-SEP-2022
Vendor Number	31683-iSupplier

S H I P T O	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	1700741
Change Order Requisition Number	1777199
Solicitation Number	7618802
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

PO#3741141 DATED: 9/24/2022

CHANGE TO CONTROL VALUE:

ORIGINAL PO AMOUNT: \$2,627,447.00
 INCREASE 9/21/2022: \$320,271.00
 REVISED PO AMOUNT: \$2,947,718.00

REASON/JUSTIFICATION:

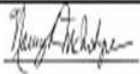
INVOICE TO

RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States	
REGISTRATION REQUIREMENTS	
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php	

STATE PURCHASING AGENT
 Nancy R. McIntyre

PER ATTACHED AIA G802 - CHANGE ORDER #1

Reference Documents: 3741141 AIA G802.pdf

INVOICE TO	
RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States	STATE PURCHASING AGENT  Nancy R. McIntyre
REGISTRATION REQUIREMENTS	
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php	

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the

Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt

account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA,

Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Clarke Science Renovation (#7618802) 600 Mount Pleasant Avenue Providence, RI 02908	AGREEMENT INFORMATION: Date: 9/23/22	AMENDMENT INFORMATION: Amendment Number: 001 Date: 9/8/22
OWNER: <i>(name and address)</i> Rhode Island College 600 Mount Pleasant Avenue Providence, RI 02908	ARCHITECT: <i>(name and address)</i> Nathaniel J Ginsburg, AIA 317 Iron Horse Way, Suite 202 Providence RI. 02809	

The Owner and Architect amend the Agreement as follows:
Per the Change of Service #01. dated 09/01/22, attached.

The Architect's compensation and schedule shall be adjusted as follows:

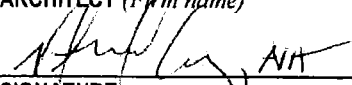
Added Services:
Part I: \$46,661
Part II: \$76,265 (Hourly, Not to Exceed)
Part III: \$197,345

Total \$320,271

Schedule Adjustment:
The schedule has been adjusted to complete documents in time for a Spring 2023 construction start. Construction has been adjusted to 18 months.

SIGNATURES:

Brewster Thornton Group Architects


ARCHITECT *(Firm name)*


SIGNATURE
Nathaniel J Ginsburg, AIA

PRINTED NAME AND TITLE
9/8/22

DATE


Rhode Island College

OWNER *(Firm name)*


SIGNATURE
Kevin J. Fitta, AVP Administration

PRINTED NAME AND TITLE
9-14-22

DATE


9/21/2022

CHANGE OF SERVICES #01

RHODE ISLAND COLLEGE
CLARKE SCIENCE RENOVATION

09/01/22

This proposal is to request a Change of Services to the Clarke Science Renovations #7618802, AIA B101 contract, between Rhode Island College on behalf of the State of Rhode Island and Brewster Thornton Group Architects, LLP (BTGA), dated September 23rd, 2021.

As this project has progressed modifications have been made to the work proposed by the feasibility study included with this project's RFP. These modifications were necessitated by changes to the project schedule, building program and the project budget. The significant budget increase for the work at Clarke is due to significant cost escalation of in the design and construction field and to costs of work beyond the feasibility study estimates.

The B101 Owner/Architect allows for Additional Services for: "Services necessitated by a change in the initial information, previous instructions or approvals given by the owner. A material change in the project including size, complexity, the Owner's Schedule or budget for the cost or work, or procurement or delivery method."

This work will be completed in the following phases:

Part I: Alternate Design Options

- Changes to the cost of the project require the consideration of several design options, meetings with the Owner, General Contractor and Stakeholders to review options, and revision based on comments. Cost analysis of different building configurations both internally and with the General Contractor. Redesigned schemes will consider changes to building program, changes to building configuration, and alternate program priorities.
- Deliverables include multiple plan diagram options and revisions to these options, project schedule revisions, cost analysis spreadsheets.
 - Cannon Design \$38,783
 - BTGA \$7,878

Part II: Additional Schematic Design Documents

- Significant revisions are required to the Schematic Design plans, sections, and elevations. It is estimated that 30% of the work completed for the Schematic Design documents will need to be redone. Updates will remove the third floor and classroom pavilion requiring significant redesign of the building sections and elevations. Reconfiguration of the interior spaces is required to accommodate spaces from the third floor and modifications to the building program. Design is required for a full fit out of the Medical Imaging suite original indicated an alternate/shell space.

ARCHITECTURE
DESIGN
MASTERPLANNING

317 Iron Horse Way, Suite 202
Providence, RI 02908

401.861.1600
brewsterthornton.com



- Deliverables include all architectural drawings revised to provide revised Schematic Design for estimating. Revised engineering one-line drawings. Revised narrative documents where affected by the revisions.
 - Cannon Design \$72,765 (hourly, not to exceed)
 - BTGA \$3,500 (hourly, not to exceed)

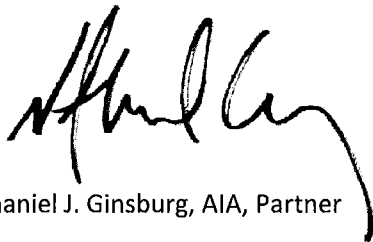
Part III: Budget Increase/Schedule Extension and Schedule Compression

- During Schematic Design it became apparent that the feasibility study budget was not adequate for the scope of work at Clarke Science and the construction budget has been increased by 50%. This was due both to cost escalation in the design and construction industry, programmatic changes and complexities not addressed by the study. There has been a material change in the budget for the cost of work and it is apparent that a commensurate increase in fee is required to allow for the additional time required to complete this project.
- As the schedule has pushed out the bulk of our work, Design Development and Construction Documents has also been pushed out. Due to cost escalation, it is now more expensive to produce the work as costs in the industry have increased.
- Schedule compression is expected to allow for the current 4-month delay. Our team will continue to work during estimating periods and review times to ensure that the project continues on track. We will issue document for bid out of sequence to allow long lead vendors to be brought on board early. This is different that the original phased construction as the procurement/delivery method has changed to Fast Track that will require work to be completed out of sequence.
 - Cannon Design \$133,675
 - BTGA \$63,670

Total Change of Service Fee \$320,271

We understand that schedule is critical to the success of this project and would like to begin work as soon as possible. Once this change is approved, we can move forward quickly with the necessary revisions.

Thank you for your consideration,



Nathaniel J. Ginsburg, AIA, Partner

BTGA HOURLY RATES

HOURLY RATES

Principal Architect	\$175
Associate/Project Manager	\$150
Job Captain	\$110
Draftsperson	\$80
Clerical	\$60

A 5% escalation factor may be applied for additional work conducted after January 1, 2023.

REIMBURSABLES

BTGA considers the following items to be reimbursable expenses:

Direct Costs:

- Plots from CAD for sets for Client/Contractor use, \$6/sheet
- Color copies by BTGA = 45 cents each; Black & White, 7 cents each 8.5"x11". 15 cents each for 11"x17"

At Cost Plus 10%:

- Prints for Client/Contractor use
- Reproduction of specifications and presentation materials for Client/Contractor use
- Binding of such sets
- Out-of-state travel for the project in requested by Client
- Overnight, priority, and oversized postage
- Courier delivery charges
- Cases and protective sleeves for deliverables to Client
- Long distance conference call charges if set up through BTGA
- Color copy and photo reproduction
- Models for presentation purposes
- Supplies and materials for presentation boards and exhibits
- Renderings other than those done by BTGA staff
- Faxes and mileage when billed by the consultants.

In-state mileage, telephone, faxing, regular postage, CAD machine usage, website hosting, and the cost of posting project records to the company FTP site are included in Basic Services.

ADDITIONAL SERVICES

Work done outside the scope of basic services described within the proposal/contract will be billed on an hourly basis. All consultant work will be billed at their standard hourly rates plus 10%. All additional services will be approved by the Client before such work is started. Possible additional services include estimating, models or renderings, and making major changes after approvals have been received at the end of each phase.

INVOICING

BTGA will provide a standard AIA Owner/Architect contract. Invoices will be issued monthly for architectural services based on progress; terms are net 30 days.



ARCHITECTURE
DESIGN
MASTERPLANNING

317 Iron Horse Way, Suite 202
Providence, RI 02908

401.861.1600
brewsterthornton.com

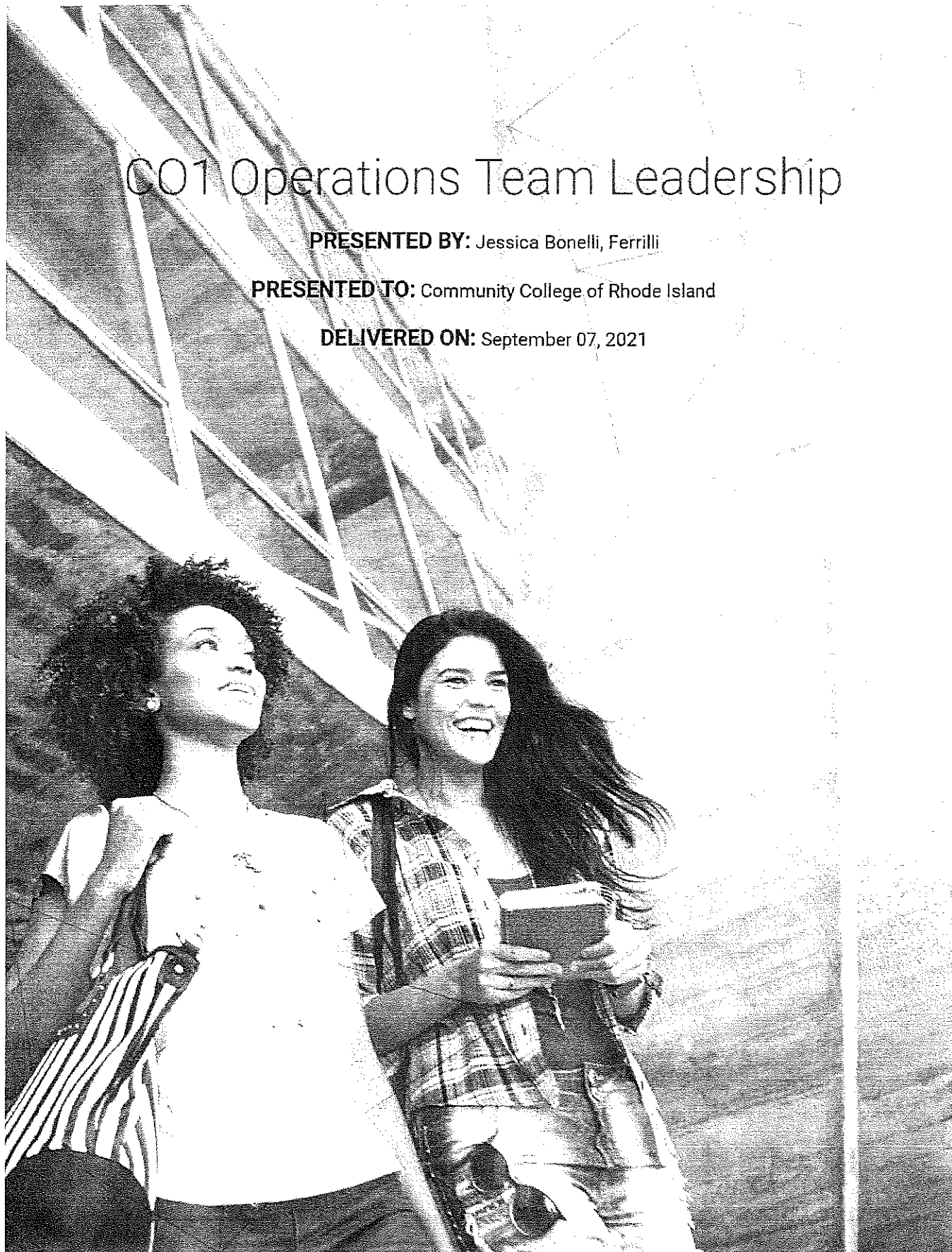


C01 Operations Team Leadership

PRESENTED BY: Jessica Bonelli, Ferrilli

PRESENTED TO: Community College of Rhode Island

DELIVERED ON: September 07, 2021



Change Order

Job Name: CO1 Operations Team Leadership

Assigned Consultant: TBD

Change Order Number: 1

Changeorder Scheduled Dates: 9/7/21-9/30/21

New Overall Schedule: 9/7/21-8/31/22

Contract Contact: Kristen Albritton

Account Manager: Jessica Bonelli

Job Contact: Kristen Albritton
Hereafter referred to as "Client"

Account Manager Phone: 610-555-3710

Client hereby agrees to the change(s) specified below:

CHANGEORDER 1

The original SOW was for a term of 10/1/21-8/31/22. This changeorder is adding a month of services (September 2021). New term is 9/7/21-8/31/22.

Discounted Monthly Rate: \$28000*

Term: 1 month

Total: \$28000

*Normal rate is \$31000

ORIGINAL SOW

The Ferrilli Full Time Flexpert® (1.0 FTE) will be supplementing the enterprise application services and provide the following support:

- Provide leadership and support for the CCRI Operations Team leadership
- Evaluate technical architecture
- Recommend on the need for local customizations
- Advise on new product acquisition or development

Deliverables

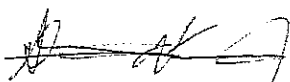
- Monthly status reports
- Project recommendations, particularly associated with the operations impact on a replacement portal (by v. build decision), ongoing security evaluations, and continued Banner operational considerations
- Other analysis and recommendations as required

Client Responsibilities

- Access to all required systems
- Access to CCRI staff

ACCEPTANCE: The above price and specification of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions specified in original contract unless otherwise stipulated.

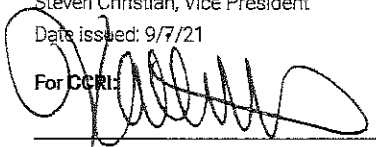
For Ferrilli:



Steven Christian, Vice President

Date issued: 9/7/21

For CCR:



Date:

F004158

Flexpert Services 0123-0623

PRESENTED BY: Jessica Bonelli, Ferrilli

PRESENTED TO: Community College of Rhode Island

DELIVERED ON: November 30, 2022



Scope of Work

Job Name	Flexpert Services 0123-0623
Institution	Community College of Rhode Island
Contract Contact	Nathan Brown
Job Contact	Nathan Brown
Hereafter referred to as "Client"	

Assigned Consultant	TBD
Scheduled Dates:	Dates will be scheduled upon signature of proposal and availability.
Account Manager:	Jessica Bonelli
Account Manager Phone:	610-565-3710

Scope of Work:

The Ferrilli Flexperts® will give you access to the cadre of Ferrilli higher education experts so the institution always has the best resource on the task. Task sourcing to industry experts allows for quicker resolution of challenges, implementation of best practices, and higher end-user satisfaction. This service will include a dedicated site manager that will work closely with CCRI to set priorities, manage workload and schedule the appropriate Ferrilli resources.

Ferrilli's Flexpert® model gives CCRI just-in-time, temporary access to the experts you need to help you efficiently achieve your goals. The flexible staffing arrangement will let CCRI flex out staff and bring in others that the College needs. Moving forward, it is about innovation, cost reduction, and results. As we look to ensure that the Banner ERP aligns with the institution's strategic goals, we will start by realigning the resources and organizing priorities. Utilizing Ferrilli's technical experts will support a more streamlined and more efficient, Banner ERP with a targeted focus on supporting and enabling the students, faculty and staff.

Ferrilli staff assigned to the College shall adhere to the College's working hours, holiday schedule and other work schedule provisions. The College shall allow Ferrilli staff no more than the same number of vacation and sick days as allowed for College staff.

Ferrilli will provide, under this model, 3.5 FTEE.

Examples of the ways the resources can be distributed:

Interim Operations Team Leadership responsible for:

- Evaluate technical architecture
- Recommend on the need for local customizations
- Advise on new product acquisition or development

Interim Director of Enterprise Applications, responsible for:

- day to day management of the Banner Team
- collaboration with end user offices
- prioritization and delivery on projects
- technical review and optimization of Banner

Project Management support

Specialized technical expertise in at least the following areas:

- Banner Student
- Banner Financial Aid
- Banner Accounts Receivable
- Banner Human Resources
- Banner Finance
- Banner ODS/EDW/Evisions Argos
- Banner security, including roles and classes
- Banner Ethos expertise
- Banner integration expertise
- Banner customizations

Resources will be allocated in alignment with institutional priorities. Resourcing will be done in collaboration with CCRI leadership to ensure such alignment.

Deliverables:

- Monthly status reports

Client Responsibilities:

- Access to all required systems
- Access to CCRI staff

Location of Work:

Onsite & Remote

Pricing:

Monthly Rate: \$98,000.00*

Term: 6 months

Total: \$588,000.00

Plus travel and expenses

*Normal rate \$140,000/month. Rate being pulled from solicitation number 7598935 and is using the \$175/hour pricing line for the Banner functional consulting services and turned it into a fixed monthly cost. This favorable rate is provided to the College under this contract which include technical leadership services that are normally charged at a higher rate.

- 1. All prices shall be held open for [30] days.**
- 2. All orders are subject to the terms and conditions included with this job order.**
- 3. Job order effective upon receipt of signed acceptance by client.**

For Ferrilli:



Robert Ferrilli, President

Date: 11/30/22

Accepted as to job order and terms and conditions.

For CCRI

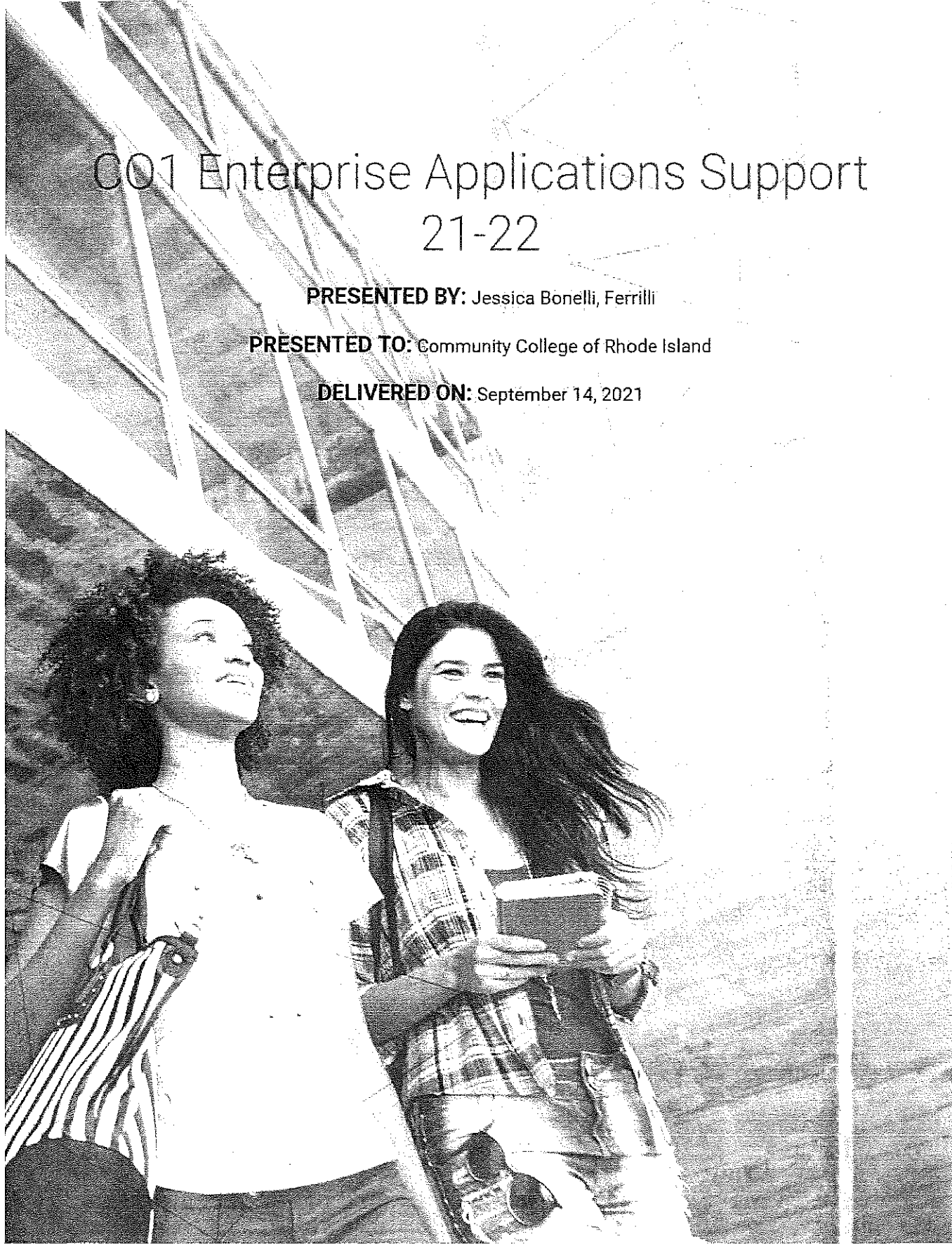
Date:

C01 Enterprise Applications Support 21-22

PRESENTED BY: Jessica Bonelli, Ferrilli

PRESENTED TO: Community College of Rhode Island

DELIVERED ON: September 14, 2021



Change Order

Job Name: C01 Enterprise Applications Support 21-22

Assigned Consultant: TBD

Change Order Number: 1

Scheduled Dates: 10/16/21-8/31/22

Contract Contact: Kristen Albritton

Account Manager: Jessica Bonelli

Job Contact: Kristen Albritton
Hereafter referred to as "Client"

Account Manager Phone: 610-565-3710

Client hereby agrees to the change(s) specified below:

CHANGEORDER 1 SCOPE

Ferrilli to provide an additional 1.0 FTEE to this contract. This additional FTEE will be providing Banner development assistance to support CCRI.

Discounted Monthly Rate: \$28,000/month*

Term: 10.5 months

Total: \$294,000

*Normal rate is \$31,000

ORIGINAL SCOPE

FTEE(Flexpert)

The Ferrilli Flexperts® will give you access to the cadre of Ferrilli higher education experts so the institution always has the best resource on the task. Task sourcing to industry experts allows for quicker resolution of challenges, implementation of best practices, and higher end-user satisfaction. This service will include a dedicated site manager that will work closely with CCRI to set priorities, manage workload and schedule the appropriate Ferrilli resources.

Ferrilli's Flexpert® model gives CCRI just-in-time, temporary access to the experts you need to help you efficiently achieve your goals. The flexible staffing arrangement will let CCRI flex out staff and bring in others that the College needs. Moving forward, it is about innovation, cost reduction, and results. As we look to ensure that the Banner ERP aligns with the institution's strategic goals, we will start by realigning the resources and organizing priorities. Utilizing Ferrilli's technical experts will support a more streamlined and more efficient, Banner ERP with a targeted focus on supporting and enabling the students, faculty and staff.

Ferrilli staff assigned to the College shall adhere to the College's working hours, holiday schedule and other work schedule provisions. The College shall allow Ferrilli staff no more than the same number of vacation and sick days as allowed for College staff.

Ferrilli will provide, under this model, 3.0 FTEE. Those resources will be distributed as follows:

Interim Director of Enterprise Applications, responsible for:

- day to day management of the Banner Team
- collaboration with end user offices
- prioritization and delivery on projects
- technical review and optimization of Banner

Specialized technical expertise in at least the following areas:

- Banner Student
- Banner Financial Aid
- Banner Accounts Receivable
- Banner Human Resources
- Banner Finance
- Banner ODS/EDW/Evisions Argos
- Banner security, including roles and classes
- Banner Ethos expertise
- Banner integration expertise
- Banner customizations

Resources will be allocated in alignment with institutional priorities and with findings from the review and assessment of the current Banner support model. Resourcing will be done in collaboration with CCRI leadership to ensure such alignment.

Deliverables

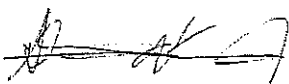
- Monthly status reports
- Roadmap for Banner support at CCRI
- Roadmap for reporting at CCRI
- Project plans for
 - security work
 - reporting (ODS/EDW)
 - Banner 9 SSB
 - other projects as prioritized

Client Responsibilities

- Access to all required systems
- Access to CCRI staff

ACCEPTANCE: The above price and specification of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions specified in original contract unless otherwise stipulated.

For Ferrilli:

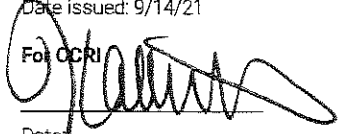


Steven Christian, Vice President

Date issued: 9/14/21

For OCRI

Date:



Notice of Contract Purchase Agreement



State Of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

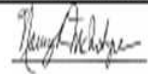
V E N D O R	HYPERGEN INC 7810 CARVIN ST ROANOKE, VA 24019-1502 United States
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ON-CALL PEOPLESOFT CONSULTING SERVICES - RIC	
Award Number	3675507
Revision Number	1
Effective Period	19-MAY-2020 - 18-MAY-2024
Approved PO Date	01-MAY-2023
Vendor Number	49123

S H I P T O	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	1637414
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

INVOICE TO	
RIC SPECIAL INSTRUCTIONS SEE BELOW SEE BELOW, RI N/A United States	STATE PURCHASING AGENT  Nancy R. McIntyre
REGISTRATION REQUIREMENTS IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php	

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal

amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



Request for Quote No. 7599932
On-Call PeopleSoft Consulting Services
Cost Proposal



Prepared for:
Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855





February 11, 2020

RFP No. 7599932
On-Call PeopleSoft Consulting Services

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

Dear Sir/Madam:

On behalf of HyperGen Inc., I would like to thank you for the opportunity to present our qualifications in response to your RFP No. 7599932 for On-Call PeopleSoft Consulting Services. As a PeopleSoft Consulting Services industry leader, we offer the functional strength and the technical flexibility to support Rhode Island College's ("RIC") needs.

HyperGen is providing the following pricing for the specific categories in which RIC is seeking On-Call PeopleSoft Consulting Services. HyperGen is providing all-inclusive hourly rates for Onsite Consulting Services as well as Onshore Remote Consulting Services.

If I can provide additional information or further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherry Z. Dyer", is written over a light blue horizontal line.

Sherry Z. Dyer
Vice President of Sales
7810 Carvin Street
Roanoke, VA 24019
Phone: (800) 497-3744 EXT. 350
Fax: (540) 524-2957
Email: dyers@hypergeninc.com



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**Rhode Island College Capital Projects Administration
600 Mount Pleasant Avenue Providence, RI 02908**

**Request for Quote: Consulting Services
On-Call Peoplesoft Consulting Services at Rhode Island College
RFP 7599932 – Cost Sheet**

Firm Name: HyperGen Inc.

Contact Person: Turner King

Contact Email: kingt@hypergeninc.com

Consultant Service – Year 1	
Technical Expert Consulting Services – On Site	\$165.00
Technical Expert Consulting Services – Remote	\$140.00
Business Expert Consulting Services – On Site	\$170.00
Business Expert Consulting Services – Remote	\$155.00

Consultant Service – Year 2	
Technical Expert Consulting Services – On Site	\$170.00
Technical Expert Consulting Services – Remote	\$145.00
Business Expert Consulting Services – On Site	\$175.00
Business Expert Consulting Services – Remote	\$160.00

Consultant Service – Year 3	
Technical Expert Consulting Services – On Site	\$175.00
Technical Expert Consulting Services – Remote	\$150.00
Business Expert Consulting Services – On Site	\$180.00
Business Expert Consulting Services – Remote	\$165.00

Consultant Service – Year 4 (Optional Year)	
Technical Expert Consulting Services – On Site	\$180.00
Technical Expert Consulting Services – Remote	\$155.00
Business Expert Consulting Services – On Site	\$185.00
Business Expert Consulting Services – Remote	\$170.00

Notice of Contract Purchase Agreement



**State Of Rhode Island
 Department of Administration
 Division of Purchases
 One Capitol Hill
 Providence, RI 02908-5860**

V E N D O R	ROBINSON GREEN BERETTA CORP THE DBA RGB ARCHITECTS 50 HOLDEN ST PROVIDENCE, RI 02908-5757 United States
--	--

A&E SERVICES FOR CCRI FLANAGAN CAMPUS TOILET & LOCKER ROOM RENOVATIONS	
Award Number	3744046
Revision Number	0
Effective Period	13-OCT-2021 - 31-MAR-2026
Approved PO Date	14-OCT-2021
Vendor Number	651-iSupplier

S H I P T O	CCRI FLANAGAN CAMPUS 1762 LOUISQUISSET PIKE LINCOLN, RI 02865-4585 United States
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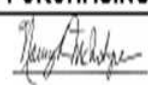
Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	1704444
Change Order Requisition Number	
Solicitation Number	7635803
Freight	Paid
Payment Terms	NET 30
Buyer	- Mosca, Gary
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CONTRACT PERIOD: 10/13/21 - 3/31/26

Provide Engineering and Construction Administration Services to renovate toilet & locker rooms located at the Community College of Rhode Island Lincoln/Flanagan Campus, in accordance with the provisions of RFP 7635803 and the attached Agreement between the Community College of Rhode Island and The Robinson Green Beretta Corp, which in conflict, are subservient to the State's

INVOICE TO
CCRI CONTROLLER'S OFFICE ACCOUNTS PAYABLE 400 EAST AVENUE WARWICK, RI 02886 United States
REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT
 Nancy R. McIntyre

General Conditions of Purchasing.

Total not to exceed: \$429,000.00

Agency Contact:
Mark Libutti
401-825-2380
malibutti@ccri.edu

Supplier Contact:
Jason Iacobucci
401-639-9718
jiacobucci@rgb.net

Reference Documents: A201-2017_2114242301_092020
21084747_3876a36e-ca2a-4ccb-9
226-486df19e4cef.pdf
b101 ccri flanagan toilet and
locker room_202110130808.pdf

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STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the

Vendor.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

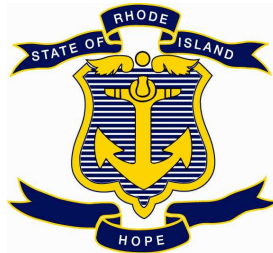
PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

State of Rhode Island Version of AIA Document A201® – 2017

General Conditions of the Contract for Construction



This version of AIA Document A201®–2017 is modified by the State of Rhode Island. Publication of this version of AIA Document A201–2017 does not imply the American Institute of Architects’ endorsement of any modification by the State of Rhode Island. A comparative version of AIA Document A201–2017 showing additions and deletions by the State of Rhode Island is available for review on the State of Rhode Island Web site.

Cite this document as “AIA Document A201®–2017, General Conditions of the Contract for Construction — State of Rhode Island Version,” or “AIA Document A201®–2017 — State of Rhode Island Version.”

State of Rhode Island Version of AIA Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CCRI Flanagan Campus Toilet & Locker Room Renovations
1762 Old Louisquisset Pike, Lincoln, RI 02865

THE OWNER:

(Name, legal status and address)

State of Rhode Island, acting by and through the Department of
Administration, Division of Purchases, on behalf of the User Agency
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
401-578-8100 (telephone); 401-574-8387 (facsimile)
www.ridop.ri.gov

THE USER AGENCY:

(Name, address, telephone and facsimile numbers, and web address)

Community College of Rhode Island
1762 Old Louisquisset Pike
Lincoln, RI 02865

THE DESIGN AGENT:

(Name, legal status and address)

Robinson Green Beretta Corporation
50 Holden Street, Suite 400
Providence, RI 02908



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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement (and the documents enumerated therein), Conditions of the Contract (General Conditions, Supplementary Conditions (if any) and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Design Agent.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Design Agent or the Design Agent's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Design Agent or the Design Agent's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Design Agent shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Agent's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Agent and the Design Agent's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; the Contractor shall perform all work reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the order of priority set forth in the State of Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.4(B). This Agreement is considered part of the Purchase Order and therefore is ranked in the Order of Precedence with the Purchase Order, 220-RICR-30-00-13.4(B)(4).

§ 1.2.5 In the event of any conflicts or discrepancies between the Contract Documents and the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

§ 1.2.6 In the event of any inconsistency between the Drawings and Specifications, the better quality or greater quantity of Work shall be provided.

§ 1.2.7 The Owner shall be the final decision maker for any and all interpretations of the Contract Documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Owner and the User Agency shall have a perpetual license to utilize the Drawings, Specifications, and other documents, including electronic or digital documents, prepared by the Design Agent and the Design Agent's consultants, for the execution of the Project and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work described therein. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design Agent's or Design Agent's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7

and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Design Agent, and the Design Agent's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be deemed to have been duly served if delivered in person to a member of the firm or entity, or to an officer of the corporation or which it was intended; or if delivered at, or sent by registered mail, by courier providing proof of delivery to, the last business address known to the party giving notice, or when received, if manually delivered or by electronic mail transmission or facsimile to the last such address known to the party giving notice.

§ 1.6.2 Notice of Claims shall be served as provided in Section 15.1.3.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit and use of Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise already provided in the Agreement or Contract Documents.

§ 1.8 Building Information Models Use and Reliance

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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Intentionally omitted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally omitted.

§ 2.2.2 Intentionally omitted.

§ 2.2.3 Intentionally omitted.

§ 2.2.4 Intentionally omitted.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Contractor shall secure and pay for permits and fees, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Design Agent is the person lawfully licensed to practice his or her profession in the State of Rhode Island and identified in the Contract Documents as the Design Agent. That person or entity is identified as the Design Agent in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design Agent" means the Design Agent or Design Agent's authorized representative.

§ 2.3.3 If the employment of the Design Agent terminates, the Owner shall employ a successor Design Agent to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Design Agent.

§ 2.3.4 If required for the Work in the discretion of the Owner, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Intentionally omitted.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 10 working-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Agent's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Agent. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Design Agent, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Agent, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors,

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omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Design Agent any errors, inconsistencies or omissions discovered by or made known to the Contractor or additional Drawings, Specifications, instructions required to define the Work in greater detail to permit the proper progress of the Work as a request for information in such form as the Design Agent and/or the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Design Agent and the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Design Agent and/or Owner may require.

§ 3.2.3.1 Omissions from the Drawings and Specifications of items obviously needed to perform the Work properly, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from the obligation to furnish and install such items.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Agent issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.3.1, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Design Agent for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.4.1 The Contractor shall not make any changes without prior written authorization from the Design Agent and the Owner.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested 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.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Agent, and shall propose alternative means, methods, techniques, sequences, or procedures. The Contractor shall not proceed with that portion of the Work without further written instructions from the Design Agent. The Design Agent shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures as instructed by the Design Agent. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Whenever the Contractor has an obligation to provide labor and materials under the Agreement, the Contractor, at a minimum, shall provide the labor for, and furnish and install and place in operation all items, including without limitation, all proper connections.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Design Agent in accordance with Section 3.12.8 or ordered by the Design Agent in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Agent and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Design Agent that materials and equipment furnished under the Contract will be of first quality, prime manufacture, and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.12.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The State of Rhode Island is exempt from payment of any federal or state excise, transportation, or sales tax. The Rhode Island Department of Administration Division of Purchases will furnish Exemption Certificates upon request.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by the Rhode Island State Building Code necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for obtaining the Certificate of Occupancy from the appropriate governmental authorities.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 The Contractor shall promptly notify the Design Agent and the Owner if the Contractor becomes aware that the Contract Documents are not in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual

nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Design Agent before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Design Agent will promptly investigate such conditions and, if the Design Agent determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Design Agent determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Agent shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Design Agent's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Design Agent. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Design Agent in writing of the name and qualifications of a proposed superintendent. Within 14 working days of receipt of the information, the Design Agent may notify the Contractor in writing, stating whether the Owner or the Design Agent (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Agent to provide notice within the 14 working-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Design Agent has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within 20 working days after issuance of the Purchase Order, shall prepare and submit for the Owner's and Design Agent's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals, not less frequently than monthly, as required by the conditions of the Work and Project

and shall provide for expeditious and practicable execution of the Work. The Contractor shall verify on the initial schedule and all revised schedules that they comply with the Contract Documents.

§ 3.10.2 The Contractor, within 20 working days after the issuance of the Purchase Order, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner and Design Agent's approval. The Design Agent's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Design Agent reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Design Agent.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Design Agent and Owner, and delivered to the Design Agent for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Design Agent is subject to the limitations of Section 4.2.7. Informational submittals upon which the Design Agent is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Design Agent without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Design Agent, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Design Agent or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Design Agent that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Design Agent.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Design Agent's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Design

Agent of such deviation at the time of submittal and (1) the Design Agent has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Design Agent's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Design Agent on previous submittals. In the absence of such written notice, the Design Agent's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Design Agent will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Agent. The Owner and the Design Agent shall be entitled to rely upon the adequacy and accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Design Agent have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10.1, the Design Agent will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Design Agent at the time and in the form specified by the Design Agent.

§ 3.12.11 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluation of resubmittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and any restrictions imposed by the User Agency or the Owner, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor except with written consent of the Owner and of the separate contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a separate contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Design Agent with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Design Agent harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Design Agent. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Design Agent.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the User Agency and the State of Rhode Island in accordance with the State of Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.21.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 3.18 includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

§ 3.18.4 The remedies set forth herein shall not deprive any person indemnified hereunder of any other indemnity action, right, or remedy otherwise available to any such person or entity at common law or otherwise.

§ 3.18.5 The Contractor will include the indemnity set forth in this Section 3.18, without modification, in each Subcontract with any Subcontractor.

§ 3.18.6 Notwithstanding any other language in the Contract Documents to the contrary, the indemnity hereunder shall survive Final Completion of the Work and final payment under the Agreement and shall survive any termination of the Agreement.

ARTICLE 4 DESIGN AGENT

§ 4.1 General

§ 4.1.1 The Design Agent is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Design Agent as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Design Agent. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner with the assistance of the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Design Agent issues the final Certificate for Payment. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Design Agent will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 Design Agent will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Agent will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Design Agent will 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. The Design Agent will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Agent will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include the Design Agent in all communications that relate to or affect the Design Agent's services or professional responsibilities. The Owner shall promptly notify the Design Agent of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Agent's consultants shall be through the Design Agent. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Design Agent's evaluations of the Contractor's Applications for Payment, the Design Agent will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Design Agent has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Agent considers it necessary or advisable, the Design Agent will have authority to require inspection or testing of the Work in accordance with Section 13.4 whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Agent 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 Design Agent to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Design Agent will 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. The Design Agent's action will be taken in accordance with the submittal schedule approved by the Design Agent or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Agent's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Agent, of any construction means, methods, techniques, sequences, or procedures. The Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Design Agent will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Design Agent will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Design Agent will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Design Agent agree, the Design Agent will provide one or more Project representatives to assist in carrying out the Design Agent's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Design Agent will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Design Agent will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Agent will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and approved by the Owner.

§ 4.2.14 The Design Agent will review and respond to requests for information about the Contract Documents. The Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Agent will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or the subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify in writing the Owner and Design Agent of the names of persons or entities proposed for each portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 working days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Design Agent (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Design Agent has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Design Agent has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Agent has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Design Agent makes reasonable objection to such substitution.

§ 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Not later than 10 working days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner and the Design Agent the names of the manufacturers or fabricators for certain products, equipment, and systems identified in the Specifications and, where applicable, the name of the installing Subcontractor. The Owner may reply within 14 working days to the Contractor in writing, stating: (i) whether the Owner or the Design Agent has reasonable objection to any such proposed person manufacturer or fabricator; or (ii) whether the Owner or Design Agent requires additional time to review.

§ 5.2.5.2 The Contractor shall not contract with a proposed manufacturer, fabricator, or Subcontractor to whom the Owner or Design Agent has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Design Agent has an objection to a manufacturer, fabricator, or Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Agent has no objection.

§ 5.2.5.4 The Contractor shall not substitute a manufacturer, fabricator, or Subcontractor previously selected if the Owner or Design Agent makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Design Agent. Upon the request of the User Agency and/or the Owner, the Contractor shall provide the User Agency and/or the Owner with copies of each subcontract agreement. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Agent under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 working days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or with Separate Contractors retained under Conditions of the Contract identical or substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Design Agent of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Design Agent of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Design Agent. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Design Agent alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor, and Design Agent stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Subsequent to the approval of a Change Order as provided in Section 7.1.2, whether such Change Order changes the Contract Sum or Contract Time or both, no additional claim related to such Change Order will be considered by the Owner. Any change, once incorporated into a Change Order, is all inclusive, and includes all factors that could have been considered at the time of the Change Order such as Project impact or schedule “ripple” effect.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Design Agent and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Agent shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, and workers’ compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of delivery;
- .3 Rental costs of machinery and equipment, exclusive of hand tools; or
- .4 Costs of premiums for all bonds and insurance, permit fees, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Agent of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Design Agent. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Agent will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified. The Design Agent's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Design Agent concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Design Agent will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1** For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .2** For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.
- .3** For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .4** Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.

§ 7.3.12 All proposals with an aggregate cost equal to or in excess of \$500.00 shall be accompanied by a detailed itemization of costs, including labor, materials (quantities and prices), and Subcontracts, in a form acceptable to the Owner. In no event will a change order request reflecting an aggregate cost equal to or in excess of \$500.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

The Design Agent with prior written approval of the Owner has authority to order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Agent's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Design Agent and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Design Agent's order for a minor change without prior notice to the Design Agent that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Design Agent in accordance with Section 9.8.

§ 8.1.4 Intentionally omitted.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Design Agent, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Intentionally omitted.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 Intentionally omitted.

§ 9.2 Schedule of Values

Within 20 working days after the issuance of the Purchase Order, and promptly if revision is necessary from time to time as a result of a Change Order, the Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Design Agent and the Owner. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Design Agent and the Owner and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require, and if and when approved by the Design Agent and the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least 10 working days before the date established for each progress payment, the Contractor shall submit to the Design Agent an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Design Agent require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications must be accompanied by a Notice of change in Purchase Order issued by the Owner, and if directed by the Owner, by the User Agency.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment

or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.

§ 9.4 Certificates for Payment

§ 9.4.1 The Design Agent will, within 7 working days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Design Agent determines is properly due, and notify the Contractor and Owner of the Design Agent's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Design Agent's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Design Agent to the Owner, based on the Design Agent's evaluation of the Work and the data in the Application for Payment, that 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Design Agent. However, the issuance of a Certificate for Payment will not be a representation that the Design Agent 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 material 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.

§ 9.4.3 The Contractor must submit all product literature, material and color samples with each Application for Payment, or as otherwise required by the Owner.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Design Agent may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Agent is unable to certify payment in the amount of the Application, the Design Agent will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Design Agent cannot agree on a revised amount, the Design Agent will promptly issue a Certificate for Payment for the amount for which the Design Agent is able to make such representations to the Owner. The Design Agent may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Agent's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

§ 9.5.2 When either party disputes the Design Agent's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Design Agent and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Design Agent has issued a Certificate for Payment and the Owner has approved the Certificate for Payment in writing, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Agent.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than 10 working days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Design Agent will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Agent and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within 7 working days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. The Owner shall have the right to withhold payment(s) to the Contractor in the event that any Subcontractors or material and equipment suppliers have not been properly paid. Neither the Owner nor Design Agent shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within 7 working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 7 working days after the date established in the Contract Documents, the amount certified by the Design Agent or awarded by

binding dispute resolution, then the Contractor may, upon 7 additional working days' written notice to the Owner and Design Agent, make a claim for payment as provided under the provisions of applicable law.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Agent a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment less the amount of retainage in accordance with R.I. Gen. Laws § 37-12-10.1. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Design Agent shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Agent will promptly make such inspection. When the Design Agent finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design

Agent will promptly issue a final Certificate for Payment stating that to the best of the Design Agent's knowledge, information and belief, and on the basis of the Design Agent's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Agent's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion, and the Design Agent so confirms, the Owner shall, upon application by the Contractor and certification by the Design Agent, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Design Agent prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 claims permitted under the Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a material supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner as liquidated damages the sums specified in the Solicitation and Bid Form, or if completed, the amount set forth in the Agreement.

§ 9.12 Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in consultation with the appropriate governmental authorities.

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the User Agency and the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Design Agent or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Agent.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated

biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Design Agent of the condition in writing.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Design Agent the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Design Agent will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Design Agent has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Agent have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by the provisions of R.I. Gen. Laws §§ 9-31-1 *et seq.*, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Design Agent, Design Agent's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as is specified in the Solicitation and as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.1.2 The Contractor's liability insurance shall include all major coverages and be on a comprehensive general liability basis.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Certificates of insurance as specified in the Solicitation and as otherwise acceptable to the Owner shall be filed with the Owner and the User Agency prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner and the User Agency. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.6 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the User Agency, and their elected and appointed officials, members, employees, and agents, the Design Agent and the Design Agent's consultants as additional insureds for claims caused in whole or in part by the Contractor's acts or omissions during the Contractor's operations; and (2) the Owner, the User Agency, and their elected and appointed officials, members, employees, and agents, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.7 The Contractor shall be responsible for the prompt payment to the Owner of any deductible amounts under any insurance policies required under the Contract Documents for claims made pursuant to such policies.

§ 11.2 Owner's Insurance

§ 11.2.1 The Contractor shall furnish the Owner and User Agency, through the Design Agent, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Design Agent, and to protect the Owner, User Agency, and Design Agent from any liability which might be incurred against any of them as a result of any operation of the Contractor or Subcontractors or their employees or anyone for whom either the Contractor or Subcontractors are responsible. Such insurance shall be written for the same limits as the Contractor's general liability insurance and shall include the same coverage.

§ 11.2.2 If the Owner engages Separate Contractors to perform work for, or in or around, the Project, it shall require in its contracts with each Separate Contractor that Contractor and its officers, directors, partners, members, employees, and agents shall be: (i) named as additional insureds on a primary, noncontributory basis to any commercial general liability, pollution liability, and excess liability insurance policies; and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

§ 11.2.3 Intentionally omitted.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the state of Rhode Island, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the User Agency, the Contractor, Subcontractors and Sub-subcontractors in the Project. If the Owner and/or the User Agency incur any damages by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable cost resulting from such failure.

§ 11.3.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design Agent's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.6 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Article 11 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.7 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Article 11. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 working days' prior written notice has been given to the Owner and the User Agency.

§ 11.4 Waivers of Subrogation

§ 11.4.1 The Contractor waives all rights against (1) the Owner and the User Agency and any of their subcontractors, sub-subcontractors, agents, and employees; (2) the Design Agent and Design Agent's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by

the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Design Agent, Design Agent's consultants, Separate Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar written waivers each in favor of the individuals and entities enumerated therein. The policies shall provide such waivers of subrogation by endorsement or otherwise. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.4.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.4.1 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.3 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.4 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within 5 working days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Solicitation.

§ 11.6 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.7 Adjustment and Settlement of Insured Loss

§ 11.7.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.4. The Contractor shall pay the Subcontractors their just shares of insurance proceeds received by the Contractors, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Subcontractors in similar manner.

§ 11.7.2 Intentionally omitted.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Design Agent's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Agent, be uncovered for the Design Agent's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Design Agent has not specifically requested to examine prior to its being covered, the Design Agent may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Design Agent or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Design Agent's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.12, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Final Completion, the Design Agent will conduct and the Contractor shall attend 2 meetings with the Owner to review the facility operations and performance.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Rhode Island.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, authority, school water, or fire district, or any agency of Rhode Island state or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Design Agent, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Design Agent timely notice of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Design Agent, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Design Agent will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Agent of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Design Agent's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Design Agent.

§ 13.4.5 If the Design Agent is to observe tests, inspections, or approvals required by the Contract Documents, the Design Agent will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

No interest shall be due or payable on account of any payment due or unpaid under the Contract Documents except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 calendar days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Design Agent has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1

§ 14.1.2 Intentionally omitted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon 7 working days' written notice to the Owner and Design Agent, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 calendar days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 7 additional days' notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 7 working days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Agent's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work in accordance with the provisions of Section 8.3.1.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the final dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party. Such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission. Claims by either party must be initiated within 21 working days after occurrence of the event giving rise to such Claim or within 21 working days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Design Agent will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed

as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 *et seq.*, will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution of any Claim arising prior to the date final payment is due.

§ 15.2.2 Intentionally omitted.

§ 15.2.3 Intentionally omitted.

§ 15.2.4 Intentionally omitted.

§ 15.2.5 Intentionally omitted.

§ 15.2.6 Intentionally omitted.

§ 15.2.6.1 Intentionally omitted.

§ 15.2.7 Intentionally omitted.

§ 15.2.8 Intentionally omitted.

§ 15.3 Mediation

§ 15.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 15.4.1, the Contractor or the Design Agent shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor or the Design Agent, the Owner and the Contractor or the Design Agent shall attempt to select a mediator, and in the event that the Owner and the Contractor or the Design Agent cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 15.3.2 Intentionally omitted.

§ 15.3.3 Intentionally omitted.

§ 15.3.4 Intentionally omitted.

§ 15.4 Binding Dispute Resolution

§ 15.4.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, or mediation at the option of the Contractor pursuant to Section 15.3.1, the method of binding dispute resolution shall be determined in accordance with the provisions of the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq.

§ 15.4.1.1 Intentionally omitted.

§ 15.4.2 Intentionally omitted.

§ 15.4.3 Intentionally omitted.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Intentionally omitted.

§ 15.4.4.2 Intentionally omitted.

§ 15.4.4.3 Intentionally omitted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

The Contractor and its Subcontractors shall comply with all applicable federal, state, and local laws.

State of Rhode Island Version of AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect - Owner and DESIGN AGENT Edition

AGREEMENT made as of the _____ day of September
in the year two thousand twenty-one
(In words, indicate day, month and year.)

BETWEEN the Design Agent's client identified as the Owner:
(Name, legal status, address and other information)

State of Rhode Island, acting by and through the Department of
Administration, Division of Purchases, on behalf of the User Agency
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
401-578-8100 (telephone); 401-574-8387 (facsimile)
www.ridop.ri.gov

on behalf of the User Agency:
(Name, legal status, address, telephone and facsimile numbers, and website)
Community College of Rhode Island
1762 Old Louisquisset Pike
Lincoln, RI 02865

and the Design Agent:
(Name, legal status, address, telephone and facsimile numbers, and website)
Robinson Green Beretta Corporation
50 Holden Street, Suite 400
Providence, RI 02908

for the following Project:
(Name, location and detailed description)
CCRI Flanagan Campus Toilet & Locker Room Renovations
1762 Old Louisquisset Pike, Lincoln, RI 02865



This version of AIA Document B101-2017 is modified by the State of Rhode Island. Publication of this version of AIA Document B101 does not imply the American Institute of Architects' endorsement of any modification by the State of Rhode Island. A comparative version of AIA Document B101-2017 showing additions and deletions by the State of Rhode Island is available for review on State of Rhode Island Web site.

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

The Owner and Design Agent agree as follows.

init.

State of Rhode Island Version of AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect - Owner and DESIGN AGENT Edition



This version of AIA Document B101[™]–2017 is modified by the State of Rhode Island. Publication of this version of AIA Document B101–2017 does not imply the American Institute of Architects’ endorsement of any modification by the State of Rhode Island. A comparative version of AIA Document B101–2017 showing additions and deletions by the State of Rhode Island is available for review on the State of Rhode Island Web site.

Cite this document as “AIA Document B101[™]–2017, Standard Form of Agreement Between Owner and Architect — State of Rhode Island Version,” or “AIA Document B101[™]–2017 — State of Rhode Island Version, Owner and DESIGN AGENT Edition.”

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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.)

Reference to Solicitation #7635803

§ 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.)

Reference to Solicitation #7635803

§ 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.)

N/A

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

- .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.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Design Agent shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Design Agent 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, title address, and other contact information for the preferred methods of contact.)

§ 1.1.7.1 The User Agency identifies the following representative in accordance with Section 5.3

(List name, title address, and other contact information for the preferred methods of contact.)

Primary:

Mark Libutti, College Projects Manager

Contingent:

David Snow, Interim Director of Physical Plant

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Design Agent's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, telephone and facsimile numbers, and website.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

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

§ 1.1.10 The Design Agent identifies the following representative in accordance with Section 2.3:

(List name, title, address, and other contact information for the preferred methods of contact.)

Tracey Donnelly, AIA, NCARB

Principal

Robinson Green Beretta Corporation

50 Holden Street, Suite 400

Providence, RI 02908

§ 1.1.11 The Design Agent shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, telephone and facsimile numbers, and website.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

C.A. Pretzer Associates, Inc.

50 Freeway Drive

Cranston, RI 02920

401-4461-9450

.2 Mechanical Engineer:

Andre Gill Engineering, LLC

40 Overlea Road

North Smithfield, RI 02896

401-441-3414

adrewgillengineering.com

Int.

- .3 Electrical Engineer:
Andre Gill Engineering, LLC
40 Overlea Road
North Smithfield, RI 02896
401-441-3414
adrewgillengineering.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Design Agent 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 Design Agent shall appropriately adjust the Design Agent's services, schedule for the Design Agent's services, and the Design Agent's compensation.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may 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 shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 DESIGN AGENT'S RESPONSIBILITIES

§ 2.1 The Design Agent shall provide professional services as set forth in: (i) the Solicitation issued by the Owner; and (ii) this Agreement. The Design Agent represents that it is properly licensed in the state of Rhode Island to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. No part of the professional services shall be performed by Subconsultants or Subcontractors without the Owner's prior written consent.

§ 2.2 The Design Agent shall perform its services consistent with the professional skill, and care ordinarily provided by Design Agents practicing in the same or similar locality under the same or similar circumstances. The Design Agent 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 Design Agent shall identify a representative authorized to act on behalf of the Design Agent with respect to the Project.

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

§ 2.5 The Design Agent shall maintain the following types and limits of insurance until termination of this Agreement, unless different amounts have been specified in the Solicitation:

§ 2.5.1 Commercial General Liability (including broad-form contractual liability and completed operations) with policy limits of not less than \$1,000,000 for each occurrence and aggregate for bodily injury and property damage.

§ 2.5.2 Commercial Automobile Liability covering vehicles owned, hired, and nonowned vehicles used, by the Design Agent with policy limits of not less than \$1,000,000 combined single limit and aggregate 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 Design Agent may achieve the required limits and coverage for Commercial General Liability and Commercial Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted.

§ 2.5.6 Professional Liability covering bodily injury and property damage due to the Design Agent's negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and in the aggregate, maintained during the term of this Agreement and for a period of 5 years after the Final Completion of any and all of the Design Agent's Basic and Additional Services under this Agreement. Any retroactive date or prior acts exclusions to which such coverage is subject shall predate the date on which services hereunder are commenced and the date of this Agreement.

§ 2.5.7 **Additional Insured Obligations.** The Design Agent shall cause the primary and excess or umbrella policies for Commercial General Liability and Commercial Automobile Liability to include the Owner and the User Agency as additional insureds for claims caused in whole or in part by the Design Agent's negligent acts or omissions. The additional insured coverage shall be primary and noncontributory to any of the Owner's and the User Agency's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Design Agent shall provide the Owner and the User Agency, on an annual basis for the duration of this Agreement and from time to time upon request, with a copy of a policy endorsement and certificates of insurance that name the State of Rhode Island and the User Agency as "certificate holders" and as "additional insureds" and that otherwise evidences compliance with the requirements of this Section 2.5. The certificate of insurance must state that 30 calendar days' advance notice of cancellation, nonrenewal, or material change (together with a copy of the materially changed policy or endorsement) in coverage will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # (401) 574-8387, and must reference the Project and this Agreement. Material changes that are not acceptable to the Owner may result in termination by the Owner pursuant to Section 9.4. All policies, endorsements, and certificates of insurance must include the following language: Coverage is primary and noncontributory. Subrogation is waived for the additional insured.

ARTICLE 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES

§ 3.1 The Design Agent's Basic Services consist of those described in the Solicitation and in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or in the Solicitation are Supplemental or Additional Services.

§ 3.1.1 The Design Agent shall manage the Design Agent's services, consult with the Owner and the User Agency, research applicable design criteria, facilitate and attend Project meetings, communicate with members of the Project team, and report progress to the Owner and the User Agency on a regular basis and as requested from time to time by the Owner and the User Agency.

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

§ 3.1.3 The Owner and the User Agency have provided the Project Schedule to the Design Agent. As soon as practicable after the date of this Agreement, the Design Agent shall submit for the written approval of the Owner and

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

§ 3.1.4 The Design Agent shall not be responsible for an Owner's directive or substitution made or given without the Design Agent's written approval.

§ 3.1.5 The Design Agent shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Design Agent shall properly and timely respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Design Agent shall assist the Owner and the User Agency in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Design Agent shall review the program and other information furnished by the Owner, and shall review and be familiar with laws, codes, and regulations applicable to the Design Agent's services.

§ 3.2.2 The Design Agent 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 Design Agent shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Design Agent shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Agent 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 Design Agent shall prepare and present, for the Owner's written 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 Design Agent shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 The Design Agent 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 Design Agent shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

§ 3.2.7 The Design Agent shall submit the Schematic Design Documents to the Owner, and request the Owner's written 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 written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Drawings shall also include manufacturer's cut sheets for all architectural finish materials, both interior and exterior, samples for significant interior and exterior materials, and manufacturer's cut sheets for all lighting and plumbing fixtures and trim. The Design Development Documents shall include equipment schedules with sizing information, one-line diagrams, trunk utility sizes for all mechanical, electrical, and fire protection systems, and preliminary sizing for all typical structural components.

§ 3.3.2 The Design Agent shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Design Agent 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 written approval. As necessary or appropriate, the Design Agent and its consultants shall participate in value engineering review meetings with the Owner.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Agent shall prepare Construction Documents for the Owner's written 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 Design Agent 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 Design Agent shall review in accordance with Section 3.6.4.

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

§ 3.4.3 The Design Agent shall review the procurement laws and procedures of the Owner and the User Agency. During the development of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by 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 Conditions, Supplementary Conditions, and other Conditions). The Design Agent 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 supplied by the Owner.

§ 3.4.4 The Design Agent shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Design Agent 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 written approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Design Agent shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Design Agent shall assist the Owner, if and to the extent requested by 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.

§ 3.5.2 Competitive Bidding

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

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

- .1 attending and participating in a pre-bid conference for prospective bidders; and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

§ 3.5.3 Negotiated Proposals

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

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

- .1 participating in selection interviews with prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Proposal Documents, with the written approval of the Owner, for distribution to all prospective bidders in the form of addenda through the Owner's website; and,
- .3 participating in negotiations with prospective bidders, 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 Design Agent shall consider requests for substitutions and prepare addenda identifying approved substitutions for distribution to all prospective bidders through the Owner's website.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Design Agent 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, as modified by the Owner.

§ 3.6.1.2 The Design Agent shall advise and consult with the Owner during the Construction Phase Services. The Design Agent shall supervise all Project meetings and record and distribute all meeting minutes. The Design Agent shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Design Agent shall review the schedule of values submitted by the Contractor to assure that the Contract Sum is allocated properly to the various portions of the Work. The schedule of values shall be in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Design Agent 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 Design Agent be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Agent shall be responsible for the Design Agent'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 Design Agent's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Design Agent issues, with the written approval of the Owner, the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Design Agent and its Subconsultants and Subcontractors shall each visit the site as required in Section 4.2.3 and otherwise at intervals appropriate to the stage of construction, 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 accordance with the Contract Documents and in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Agent shall not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Design Agent shall keep the Owner and the User Agency informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and the User Agency (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 Design Agent has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Design Agent considers it necessary or advisable, the Design Agent shall have the authority and responsibility 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 Design Agent 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 Design Agent to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Design Agent shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or the Contractor. The Design Agent'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 Interpretations of the Design Agent 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, the Design Agent shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations rendered reasonably in the Design Agent's professional judgment and in good faith.

§ 3.6.2.5 Deleted.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Design Agent shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Design Agent's certification for payment shall constitute a representation to the Owner, based on the Design Agent's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Design Agent'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 in writing to the Owner by the Design Agent.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Design Agent 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 Design Agent shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Design Agent shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Design Agent'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 Design Agent's professional judgment, to permit adequate review.

§ 3.6.4.2 The Design Agent 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 Design Agent shall provide prompt written notice to the Owner and the User Agency, however, if the Design Agent becomes aware of any error, omission, or inconsistency in such submittals or information. The Design Agent's review shall not constitute

approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Design Agent'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 Design Agent shall specify the appropriate performance and design criteria that such services must satisfy. The Design Agent 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 Design Agent. The Design Agent'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 Design Agent shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Design Agent shall review and respond to requests for information about the Contract Documents. 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 Design Agent's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, and with the Owner's prior written approval, the Design Agent shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Design Agent shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Design Agent may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Agent shall: (i) review with the Owner and the User Agency all other changes in the Work proposed by the Contractor; and (ii) advise the Owner and the User Agency regarding their scope, cost, and any adjustment in time. Subject to Section 4.2, the Design Agent shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Design Agent shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 with the Owner's prior written approval, issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Final Completion, the Design Agent shall, without additional compensation, conduct a minimum of 2 meetings with the Owner and the User Agency to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services specifically set forth in the Solicitation shall be deemed to be Basic Services for all purposes under this Agreement and shall not require additional compensation. If there are services listed below in this Section 4.1.1, the Design Agent shall provide them as Supplemental Services as the Design Agent's responsibility, and the Owner shall compensate the Design Agent as provided in Section 11.2.

(Designate the Design Agent's Supplemental Services, if any.)

not any

§ 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 Design Agent's responsibility is provided below.

(Describe in detail the Design Agent'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 Design Agent's Services documents that can be included as an exhibit to describe the Design Agent's Supplemental Services.)

not any

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

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

not any

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Design Agent shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Design Agent as provided in Section 11.2.

§ 4.2 Design Agent's Additional Services

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

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Design Agent shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design Agent shall not proceed to provide the following Additional Services until the Design Agent 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 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;
 - .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 (except a prebid meeting or bid opening) or hearing;
 - .8 preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design Agent is party thereto;
 - .9 evaluation of the qualifications of entities providing bids or proposals;
 - .10 consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 assistance to the Initial Decision Maker.

§ 4.2.2 To avoid delay in the Construction Phase, the Design Agent shall promptly notify the Owner of the need for the following Additional Services, and explain the facts and circumstances giving rise to the need, and shall proceed with the Additional Services upon the written approval from the Owner. If, upon receipt of the Design Agent's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Design Agent of the Owner's determination, and the Owner shall have no further obligation to compensate the Design Agent for those services. The Owner shall compensate the Design Agent for the services authorized in writing by the Owner and provided by the Design Agent:

- .1 reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Design Agent;
- .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 the Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, unless such changes are the result of errors, omissions, or discrepancies in the Instruments of Service;
- .4 evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 evaluating substitutions proposed by the Owner or the Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 weekly visits to the site by the Design Agent during construction, and as necessary to resolve construction exigencies, and biweekly visits to the site by the Project engineers during any installation of their portion of the Work;
- .3 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;
- .4 2 inspections for any portion of the Work to determine Final Completion; and
- .5 2 inspections within 12 months, as directed by the Owner or the User Agency following Final Completion to determine punch list and warranty compliance.

§ 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 working 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 the Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Design Agent incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Design Agent, extension of the Design Agent'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.

§ 5.2 If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Design Agent. The Owner and the Design Agent shall thereafter agree to a corresponding change in the Project's scope and 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 Design Agent's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

§ 5.3.1 The User Agency shall identify a representative authorized to act on the User Agency's behalf with respect to the Project. The User Agency shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Agent's services.

§ 5.4 If necessary for the Design Agent to perform its services under this Agreement, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, 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 existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If necessary for the Design Agent to perform its services under this Agreement, 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.

§ 5.7 Deleted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Design Agent. Upon the Design Agent'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 Design Agent in this Agreement, or authorize the Design Agent to furnish them as an Additional Service, when the Design Agent requests such services and demonstrates that they are reasonably required by the scope of the Project.

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

§ 5.10 Deleted.

§ 5.11 The Owner shall provide prompt written notice to the Design Agent if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Design Agent's Instruments of Service.

§ 5.12 Except as otherwise provided in this Agreement, the Owner shall include the Design Agent in all communications with the Contractor that affect the Design Agent's services or professional responsibilities. The Owner shall promptly notify the Design Agent of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Agent's consultants shall be through the Design Agent.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Design Agent's duties and responsibilities set forth in the Contract for Construction with the Design Agent's services set forth in this Agreement.

The Owner shall provide the Design Agent a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, as modified by the Owner.

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

§ 5.15 Within 15 working days after receipt of a written request from the Design Agent, the Owner shall furnish the requested information as necessary and relevant for the Design Agent 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 Design Agent and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Design Agent; 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 Design Agent, represent the Design Agent's judgment as a design professional. It is recognized, however, that neither the Design Agent 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 Design Agent 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 Design Agent.

§ 6.3 The Design Agent, if an architect, shall provide detailed cost estimates of the Cost of the Work at the intervals specified in the Project Schedule. In preparing estimates of the Cost of Work, the Design Agent shall be permitted to include 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 Design Agent's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. The Design Agent, if an engineer, shall provide an opinion of probable construction value. An engineer must provide detailed cost estimates if such estimates are identified as a Supplemental Service in Section 4.1.

§ 6.4 If, through no fault of the Design Agent, the Procurement Phase has not commenced within 90 working days after the Design Agent submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Design Agent's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Design Agent 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 Design Agent 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 responsive bid or negotiated proposal, the Owner shall:

- .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 Design Agent, 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 Design Agent 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 Design Agent to modify the Construction Documents because the lowest responsive bid or negotiated proposal exceeds the Owner's

budget for the Cost of the Work due to market conditions the Design Agent could not reasonably anticipate, the Owner shall compensate the Design Agent for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Design Agent's services for modifying the Construction Documents shall be without additional compensation. In any event, the Design Agent's modification of the Construction Documents shall be the limit of the Design Agent's responsibility under this Article 6.

§ 6.8 The Owner may also engage the services of an estimator to assist in the evaluation of the Owner's budget and the Cost of the Work. The Design Agent and the Owner will exchange and reconcile the detailed information of their estimators to refine and confirm the Owner's budget and the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Design Agent and the Design Agent'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 Design Agent and the Design Agent's consultants.

§ 7.3 Upon execution of this Agreement, the Design Agent grants to the Owner a nonexclusive perpetual license to use the Design Agent's Instruments of Service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, and shall have and retain all rights to use and reproduce them for the production and maintenance of the Work described therein, 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 Design Agent shall obtain similar nonexclusive licenses from the Design Agent's consultants consistent with this Agreement. These Instruments of Service shall be conveyed to the Owner in their original operative, editable, electronic form in order to allow the Owner's integration of the data into the Owner's or User Agency's facilities management database. 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, solely and exclusively for use in performing services or construction for the Project. If the Design Agent 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 Upon full payment of all sums due the Design Agent under this Agreement, all of the original Drawings, Specifications, and electronic data prepared by the Design Agent for the Project shall, without further action by the Design Agent, become the property of the Owner. In the event the Owner or others use the Instruments of Service without retaining, directly or indirectly, the authors of the Instruments of Service, the Owner releases the Design Agent and Design Agent's consultant(s) from all claims and causes of action arising from such uses. 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 Design Agent. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Design Agent and the Design Agent'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 Design Agent shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Design Agent waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Design Agent 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, as modified by the Owner. The Design Agent shall require of its consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Design Agent 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 the termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 To the fullest extent permitted by law, the Design Agent shall indemnify and hold harmless the Owner, the User Agency and the State of Rhode Island in accordance with State of Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.21.

§ 8.1.4.1 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 8.1.4 includes, without limitation, all judgments, liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

§ 8.1.4.2 The remedies set forth herein shall not deprive any person indemnified hereunder of any other indemnity action, right, or remedy otherwise available to any such person or entity at common law or otherwise.

§ 8.1.4.3 The Design Agent will include the indemnity set forth in this Section 8.1.4 without modification, in each Subcontract with any Subconsultant or Subcontractor.

§ 8.1.4.4 Notwithstanding any other language in the Contract Documents to the contrary, the indemnity hereunder shall survive Final Completion of the Work and final payment under this Agreement and shall survive any termination of this Agreement.

§ 8.1.5 The Owner shall have the right to deduct from any payments due to the Design Agent the amount of any unpaid obligations owed to the State of Rhode Island by the Design Agent, including without limitation, any and all unpaid taxes, the amount of any claim against the Design Agent arising out of this Agreement, or any amount on account of any other reason permitted by applicable law.

§ 8.2 Initial Decision and Mediation

§ 8.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the “State Purchases Act,” R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 8.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 8.3.1 of any Claim arising prior to the date final payment is due.

§ 8.2.2 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 8.3.1, the Design Agent shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Design Agent, the Owner and the Design Agent shall attempt to select a mediator, and in the event that the Owner and the Design Agent cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 8.2.3 Deleted.

§ 8.2.4 Deleted.

§ 8.3 Binding Dispute Resolution

§ 8.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 8.2.1, or mediation at the option of the Design Agent pursuant to Section 8.2.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq.

§ 8.3.1.1 Deleted.

§ 8.3.2 Deleted.

§ 8.3.3 Deleted.

§ 8.3.4 Deleted.

§ 8.3.4.1 Deleted.

§ 8.3.4.2 Deleted.

§ 8.3.4.3 Deleted.

§ 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 Design Agent in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design Agent's option, cause for suspension of performance of services under this Agreement. If the Design Agent elects to suspend services, the Design Agent shall give 7 working days' written notice to the Owner before suspending services. In the event of a suspension of services, the Design Agent 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 Design Agent all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Agent's services. The Design Agent's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Project as provided in this Agreement, the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 *et seq.*, the State of Rhode Island Procurement Regulations, or other applicable law. If the Owner suspends the Project, the Design Agent shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Design Agent's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative working days for reasons other than the fault of the Design Agent, the Design Agent may terminate this Agreement by giving not less than 7 working days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 7 working 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.

§ 9.5 The Owner may terminate this Agreement upon written notice to the Design Agent for the Owner's convenience and without cause. The Owner may also terminate this Agreement: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 *et seq.*, the State of Rhode Island Procurement Regulations, or other applicable law.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Agent terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Design Agent for services performed prior to termination and Reimbursable Expenses.

§ 9.7 Deleted.

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

§ 9.9 The Owner's rights to use the Design Agent'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 is subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.ridop.ri.gov), and applicable federal and local law, all of which are incorporated into this Agreement by this reference. In the event of any conflict between this Agreement and any such procurement statutes or regulations or any other provision of Rhode Island law, the procurement statutes, regulations, and Rhode Island law will control. The Design Agent hereby consents to and confers exclusive personal jurisdiction upon the courts of the state of Rhode Island and of the federal government sitting within this state. In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the order of priority set forth in the State of Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.4(B). This Agreement is considered part of the Purchase Order and therefore is ranked in the Order of Precedence with the Purchase Order, 220-RICR-30-00-13.4(B)(4).

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

§ 10.3 The Owner and Design Agent, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement; provided, however, that the Design Agent may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

§ 10.4 If the Owner requests the Design Agent to execute certificates, the proposed language of such certificates shall be submitted to the Design Agent for review a reasonable time prior to the requested dates of execution.

§ 10.5 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other third party against the Owner, User Agency, or Design Agent.

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

§ 10.7 The Design Agent shall have the right to include photographic or artistic representations of the design of the Project among the Design Agent's promotional and professional materials. The Design Agent shall be given reasonable access to the completed Project to make such representations. However, the Design Agent's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Design Agent 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 to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 The Owner is the State of Rhode Island, acting by and through its Department of Administration Division of Purchases, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, liens against the Project are not enforceable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Design Agent's Basic Services described under Article 3, the Owner shall compensate the Design Agent as set forth in the Cost Proposal Exhibit.

§ 11.2 For the Design Agent'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 Design Agent as set forth in the Cost Proposal Exhibit.

§ 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 Design Agent at the hourly rates set forth in the Cost Proposal Exhibit.

§ 11.4 Deleted.

§ 11.5 Deleted.

§ 11.6 Deleted.

§ 11.6.1 Deleted.

§ 11.7 The hourly billing rates for services of the Design Agent and the Design Agent's consultants are set forth in the Cost Proposal Exhibit.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses shall be reasonable and are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Design Agent and the Design Agent's consultants directly related to the Project, as follows:

- .1 authorized transportation, authorized out-of-town travel and subsistence, except for travel to and from the Design Agent's offices or the Consultant's offices, to meet with the Owner, the User Agency, or to visit the Project site; travel reimbursable expenses are subject to the limitations established from time to time for state employees by the Rhode Island Department of Administration Office of Accounts and Control;
- .2 Deleted;
- .3 permitting and other fees required by authorities having jurisdiction over the Project;
- .4 authorized additional printing, reproductions and plots provided to the Owner and/or Contractor(s) for review, bidding, and construction administration and standard form documents provided to the Owner and/or Contractor;
- .5 authorized 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 in excess of those required by the Solicitation or requested by the Owner in writing for the Project;
- .8 Deleted;
- .9 all taxes levied on professional services and on reimbursable expenses;
- .10 authorized 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
- .12 other similar authorized Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the exact expenses incurred by the Design Agent and the Design Agent's consultants.

§ 11.9 Deleted.

§ 11.10 Payments to the Design Agent

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made upon execution of this Agreement.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Design Agent of not any (\$) 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 Design Agent's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable not later than the 30th working day following written approval by the Owner of the Design Agent's invoice. No interest shall be due or payable on account of any payment due or unpaid except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

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

§ 11.10.2.3 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 upon reasonable notice.

§ 11.10.2.4 Retainage in the amount of five (5%) percent of any amount otherwise due the Design Agent hereunder, excluding reimbursable expenses, shall be retained until the close-out of the Project.

§ 11.10.3 Within 10 working days of receipt of any progress payment from the Owner, the Design Agent must pay its Subconsultants and Subcontractors the full amount included for each such Subconsultant and Subcontractor reflected in the Design Agent's invoice for payment.

§ 11.10.4 The Owner may, at its sole option, issue joint checks to the Design Agent and to any Subconsultant or Subcontractor or material or equipment suppliers to whom the Design Agent failed to make payment for Work properly performed or material and equipment suitably delivered.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Deleted.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 The Purchase Order issued by the Owner
- .2 Solicitation # 7635803 issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms)
- .3 AIA Document B101™-2017, Standard Form Agreement Between Owner and Design Agent, as modified by the Owner.
- .4 AIA Document A201®-2017, General Conditions of the Contract for Construction, as modified by the Owner.
- .5 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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



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

Cost Proposal Exhibit

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

The Design Agent's Response to the Solicitation, including without limitation, the Bidder Certification Cover Form, the Technical Proposal, and the Cost Proposal.

The person signing for the Design Agent represents that he or she has been duly authorized to execute this Agreement on behalf of the Design Agent.

This Agreement entered into as of the day and year first written above; provided, however, that this Agreement shall not become a valid, binding, and enforceable contract unless and until the Owner shall have issued a Purchase Order.

**THE STATE OF RHODE ISLAND, acting by
and through its Department of Administration,
Division of Purchases**

Amanda Rivers

OWNER *(Signature)*

AMANDA RIVERS, DEPUTY PURCHASING AGENT
(Printed name and title)

Jason Iacobucci

DESIGN AGENT *(Signature)*

Jason Iacobucci, AIA, NCARB, Principal
(Printed name, title, and license number, if required)

2000 1000 500 0



Solicitation Information
5/18/2021

RFP # 7635803

TITLE: A&E Services for the Community College of Rhode Island Flanagan Campus Toilet and Locker Room Renovations

Submission Deadline: DATE TIME: June 16, 2021 @ 10:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: YES
MANDATORY: NO

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE: May 25, 2021 @ 9:00 AM

LOCATION: Community College of Rhode Island (Lincoln) Flanagan Campus, 1762 Louisquisset Pike, Lincoln, RI 02865 REPORT TO: Faculty Dining Room #1302 & 1304.

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov no later than **5/28/2021 @ 5: PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED:NO

Gary P. Mosca, Chief Buyer

Note to Applicants:

1. Vendors must register in RIVIP at the Division of Purchases' website at <https://www.purchasing.ri.gov/RIVIP/VendorRegistration.aspx>.
2. Proposals received without a completed RIVIP Vendor Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A RIVIP VENDOR CERTIFICATION COVER FORM

COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

BID OPENING ZOOM INFORMATION

Division of Purchases is inviting you to a scheduled Zoom meeting for the bid opening.

Division of Purchases is inviting you to a scheduled Zoom meeting.

Topic: 7635803

Time: Jun 16, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88453469616?pwd=NU4vWVQ0eTdwODZhaDhwcktoYTE3dz09>

Meeting ID: 884 5346 9616

Passcode: 276888

One tap mobile

+13017158592,,88453469616#,,,,*276888# US (Washington DC)

+13126266799,,88453469616#,,,,*276888# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 884 5346 9616

Passcode: 276888

Find your local number: <https://us02web.zoom.us/j/88453469616>

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Community College of Rhode Island Flanagan Campus, is soliciting proposals from qualified firms to provide Engineering and Construction Administration Services to renovate the Flanagan Bathrooms, in accordance with the terms of this Request for Proposals ("RFP") and the State's General Conditions of Purchase, which may be obtained at the Division of Purchases' website at www.ridop.ri.gov.

The initial contract period will begin approximately September 1, 2021 for approximately 4 years until all construction activities have been completed.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those vendors who have submitted proposals.

Instructions and Notifications to Vendors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that vendors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliancereport.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order.

For further information, contact the Rhode Island Equal Employment Opportunity Office via e-mail at odeo.eoo@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov. For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov
13. In the RIVIP Vendor Certification Cover Form, Section 4, Question 11, bidders shall certify agreement to the State’s contract terms. However, in accordance with Section 220-RICR-30-00-13.3(C)(3) of the General Conditions, the Vendor may submit in their bid or proposal, “[q]ualified or conditional offers which impose limitations of the Vendor’s liability or modify the requirements of the solicitation, offers for alternate specifications, or offers which are made subject to different terms and conditions, including form contracts, other than those specified by the State.” However, qualified or conditional offers “may be, at the sole discretion of the State Purchasing Agent:
 - a. Rejected as being non-responsive; or,
 - b. Set aside in favor of the requirements set forth in the solicitation (with the consent of the Vendor); or,
 - c. Accepted, if the State Purchasing Agent determines in writing that such acceptance is in the best interest of the State.”

By submitting a conditional or qualified offer, the Vendor bears the risk of their bid or proposal being considered non-responsive. In the event the State receives a conditional or qualified offer, the State reserves the right to adjust evaluation points in an RFP procurement, conduct a best and final offer process offering the same terms to all vendors, and/or reject a qualified/conditional proposal as being non-responsive at any time during the review process. The Vendor should not assume that any further negotiation will occur upon selection.

14. **Insurance Requirements** – In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 14a) Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 14b) Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 14c) Automobile liability - \$1,000,000 each occurrence combined single limit.
- 14d) Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

Professional Services:

- 14e) Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 14f) Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 14g) Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

Information Technology and/or Cyber/Privacy:

- 14h) Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 14i) Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
- a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
- b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person

- breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
- c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

Other:

Specify insurance type and minimum coverage required, e.g. builder's risk insurance, vessel operation (marine or aircraft):

14j) Other - Specify insurance type and minimum coverage required

15. AIA Contract - For public works projects, the selected Vendor must submit a fully executed Rhode Island custom AIA contract. If awarded the contract, Vendor shall be required to obtain the specified AIA Documents from <https://documentsondemand.aia.org/?filter=Rhode>. Design Agents must obtain and utilize the Custom Rhode Island AIA Documents G701-2017, AIA G714-2017, AIA G802-2017, which can also be located at <https://documentsondemand.aia.org/?filter=Rhode>. Full instructions will be included in the Tentative Selection Letter.

SECTION 2: BACKGROUND

Community College of Rhode Island in 2015 performed an accessibility assessment for all of the Campus's, which indicated at the Flanagan Campus that ADA upgrades were required to bring the bathrooms into compliance. Renovations at the bathrooms at the Main Building and at the Field House are to include bringing the bathrooms up to current Building Codes and ADA upgrades and interior improvements. The College in 2014 hired an Architect to propose ADA improvements at the Field House. Included in this solicitation are the proposed improvements along with alteration drawings for reference to be used in the design as they apply to the current codes and ADA requirements.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

An Architectural Firm, along with their Consultants, will provide a complete design for the renovations of all the Flanagan Campus bathrooms at the Main Building and the Field House including Construction Administration Services.

1. Architectural Firm, along with their Consultants will review the current code requirements for the total number of toilets that the Flanagan Campus is required to maintain and factor that into their design to be ADA compliant. If as a result of the renovations, the required number of toilets decrease, the Architectural Team is to notify the College and come up with alternatives.
2. This project will be a multi-year, multi-phased project over a 4-year period. The project will have to be broken out in the final Bid Documents taking off line specific toilets to avoid as little disruption as possible to the operations of the College.
3. There may be some bathrooms that meet the requirements of ADA and require only a facelift. While others require a complete demolition and renovation but not required to be ADA compliant as per State and Federal Government Regulations.
4. All of the private bathrooms are to be unisex bathrooms.

5. Include in the design a gender-neutral rest room in the existing sauna room of the Field House.
6. As part of the design the total number of sauna rooms will be changed.
7. There are approximately +/- 35 public and private bathrooms in the main building.
8. Architectural Firm, along with their Consultants are to provide a design to completely renovate the bathrooms to include but not limited to new seamless flooring, painted walls, new LED lighting, new diffusers, internal duct cleaning in bathrooms, waterless urinals, toilets, sinks, toilet partitions, (preferably graffiti proof) countertops, mirrors, toilet paper dispensers, trash bins, hand dryers, plumbing fixtures, grab bars, new ceiling as required, etc.
9. Design to include the complete renovations in the Field House bathrooms inclusive of the locker rooms; showers, lockers, bathrooms, etc.
10. Entry doors in the bathrooms are to remain in place unless the width is not in accordance with ADA requirements, then they are to be replaced in kind. All existing door hardware is to be replaced, such as closers, knobs, etc. Hinges are to be replaced with continuous mortised hinges.
11. The College previously hired an Architect in 2014 to propose ADA improvements at the Field House. Included in this solicitation are the proposed improvements along with alteration drawings for reference to be used in the design as they apply to current code and ADA requirements. An electronic version will be available for the selected Bidder to assist in their design.
12. Any existing ACT and gypsum ceilings will need to be removed and replaced once the work is completed to patch and match the existing conditions.
13. Architectural Firm, along with their Consultants will be responsible for verifying the existing conditions and redrawing the drawings as required. The existing drawings are included for reference purposes only. Subsequent renovations have occurred over the years which are not reflected.
14. Architectural Firm is to work with National Grid to obtain the best rebates available for the LED lighting.
15. Architectural Firm will be required to hire a consultant to test the existing materials to determine if they contain ACM's and prepare a plan in the Construction Bid Documents.
16. The Architectural Firm shall sign the State of Rhode Island's latest AIA B101 Contract as written without any modifications or exclusions.
17. This Architect will be responsible within 10 business days after receipt of CCRI's PO to provide an Order of Magnitude Estimate identifying the cost of the ADA improvements only for use by the College for budgeting purposes.

Specific Activities / Tasks

1. The Architect along with their team shall provide CCRI with 25% progress prints within 2 months after receipt of CCRI Purchase Order. 50% Construction Documents 4 Months after receipt of CCRI PO. 100% Construction Documents 9 Months after receipt of CCRI PO. The Architect shall submit construction cost estimates at 50% and 100% Construction Documents deadlines. At 10 Months submit to Governors Commission on Disability for review and approval followed by BCO and Fire Marshall Documents for review and approval. Within 2 weeks of receiving the approval letter from the State BCO/FM, submit Bid Documents to CCRI for submission to State Purchasing.

2. The Architect along with their team shall provide a complete design.
3. The Architect along with their team shall hold meetings with the College team during the design phases.
4. The Architect will be responsible for providing and producing existing condition drawings as part of the design documents.
5. The Architect will be responsible for submitting the Documents to the Governor's Commission on Disability and State Fire Marshall and Building Commissioners Office for approval including paying the submission fees. This Fee will be included in the Lump Sum Fee Proposal.
6. The Architectural Team shall prepare all addendums and modifications to the construction documents as required based on comments from the Governor's Commission on Disability and the State Fire Marshall and Building Commissioners Office for approval.
7. The Architectural Team shall attend all pre-bid conferences and prepare meeting minutes and or addendums as necessary.
8. The Architectural Team will perform contractor project bid review and review contractor submittal packages and shop drawings.
9. The Architectural Team will review the contractor pre-installation submittal packages for conformity to the engineering drawings and code requirements.
10. Respond to any requests for information from the contractors.
11. Attend bi-weekly meeting/site visits between the Architectural Team, Project Manager, General Contractor, each sub-contractor and the Owner.
12. Prepare and maintain a log in electronic format acceptable to CCRI of items requiring Contractor corrective action.
13. Develop a final punch list upon project substantial completion and verifies the correction of all punch list items. Prepare necessary Certification/Affidavit forms as required.
14. The Architectural Team shall provide front end documents, including preparing the latest AIA 101 and A201 Contract between the State and the General Contractor and General Conditions. This will include all Division 0 thru Division 1 Documents.
15. Include in the bid issuance of the State's modified AIA A101-2017 and AIA A201-2007 or latest version to the selected general contractor.
16. The Architect Team shall include in their base bid proposal fee verifying that the General Contractor has updated their as-built drawings and specifications to include all RFI responses, addendums, field conditions, changes etc. at the conclusion of the project when their closeout documents have been submitted for approval to the Architect and their Consultants.
17. The Architect Team shall include attendance at the pre-bid meetings, facilitate and distribute meeting minutes, assistance with the general contractor questions and issuance of addendums,

answer RFI's reviewing and approval of submittals, preparing field reports, preparing punch-lists, follow-up verifications that all punch-list items have been corrected, reviewing monthly payments, reviewing and approving all closeout documentation

18. The Architectural Team shall provide electronic as-built drawings, approved submittals and specifications at the completion of each project.

19. Prepare Change Orders with written consent of CCRI.

20. Determine the amount owed to the contractor and issue certificates of payment per the Contract Documents throughout the construction period.

21. Include in bid costs for all reimbursable costs in the Lump Sum Fee Proposal. Examples include but are not limited to transportation, out of town travel, and subsistence, permitting and fees, printing, reproductions, plots, postage, handling, delivery, overtime work. Renderings, physical models, mock-ups, all taxes levied on professional services, site office expenses, registration fees and similar project related expenditures

22. Review as-built drawings and Operation and Maintenance (O & M) manual developed by the contractor. Provide a review letter, written and stamped by the engineer of record, attesting to the completeness and accuracy of the installation record (as-built) drawings.

23. The Architectural Team to provide construction administration services.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in design, phasing and construction in higher education facilities. Knowledge in all local and national building, fire safety, ADA requirements and electrical codes are mandatory. Describe how the project will be managed and include the names and resumes of all key personnel who will work on the project. Key staff for the architect and all sub-consultants shall be included.
2. **Capability, Capacity, and Qualifications of the Vendor** - Please provide a detailed description of the Vendor's experience. The offerors will be evaluated on their demonstrated experience in designing similar facilities
 - It is preferable that Offerors have experience working with institutions of higher education and programming and design at the college/university level.
 - Offerors should demonstrate successful completion of multi-phased multi-year projects.

- Offerors should have experience with phased construction projects with occupied buildings.
 - Offerors shall have experience working with and obtaining design approvals of the RI Building Commissioners Office, RI State Fire Marshall's Office and the Governor's Commission on disabilities in a timely manner.
 - Past projects with Community College of Rhode Island are not to be included in the proposal.
3. **Work Plan** – This section shall describe the firm's understanding of the State's requirements. It must include a project schedule with personnel assignments and hours associated with project tasks.

Interviews: Vendors scoring at least 48 points on the categories above will be invited for an interview. Interviews will be conducted in person. Firms that do not receive a minimum of 48 points will not be considered for an interview and their cost proposals will not be opened.

B. Cost Proposal

Detailed Budget and Budget Narrative:

Provide a cost proposal for the required services which include the following: [Community College is requesting that the vendor provide a separate, signed and sealed cost proposal (see Section 7 for instructions on submitting the technical and cost proposals) The cost proposal must include costs for each of the two phases listed. All costs to be based upon a fixed Fee Lump Sum of Phase I and II inclusive of all reimbursable].

C. ISBE Proposal

See Appendix A for information and the MBE, WBE and/or Disability Business Enterprise Participation Plan form(s). Vendors are required to complete, sign and submit these form(s) with their overall proposal in a sealed envelope. Please complete separate form(s) for each MBE, WBE and/or Disability Business Enterprise subcontractor to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 56 out of a maximum 70 points to advance to the cost evaluation phase. **Note, in order to advance to the interview phase, firms must score a minimum of 48 point from the first three categories.** Technical proposals scoring less than 56 points shall not have the accompanying cost or ISBE participation proposals opened or evaluated; such proposals shall not receive further consideration.

Technical proposals scoring 56 points or higher shall have the cost proposals evaluated and assigned up to a maximum of 30 points bringing the total potential evaluation score to 100 points. As total possible evaluation points are determined, vendor ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	15 Points
Capability, Capacity, and Qualifications of the Vendor	25 Points
Work Plan	20 Points
Total Possible Technical Points to qualify for interview. (Minimum 48 points required)	60 Points
Interview	10 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

*Cost Proposal Evaluation:

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

**ISBE Participation Evaluation:

A. Calculation of ISBE Participation Rate

Exhibit A

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

B. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions3@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7635803** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Vendor Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.ridop.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE, WBE or Disability Business Enterprise subcontractor/vendor to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
3. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. Four (4) printed paper copies
4. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal - Original".
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor's name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives

or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:
 - a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman.
 - b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. If the solicitation includes a proposal template for vendor use, it shall be typed using the formatting provided in the template.
 - d. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "RFP# 7635803" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

Exhibit A

The State's General Conditions of Purchase shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>.

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM**A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)**

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Vendors are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

Exhibit A

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Vendor's Name:

Vendor's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:			
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise		
Address:			
Point of Contact:			
Telephone:			
Email:			
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:			
Total Contract Value (\$):	Subcontract Value (\$):	ISBE Participation Rate (%):	
Anticipated Date of Performance:			

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
Subcontractor/Supplier Signature	Title	Date



STATE OF RHODE ISLAND
 Community College of Rhode Island – Lincoln (Flanagan Campus)
 1762 Louisquisset Pike, Lincoln, RI 02865

**Request for Proposal: Architectural & Engineering Services for
 Community College of RI, Lincoln (Flanagan) Campus Toilet and Locker Rooms Renovation
 RFP 7635803**

Firm Name: _____

Contact Person: _____

Contact Email: _____

A. Provide a lump-sum fixed fee for the work described:

A&E services non-ADA Work Lump Sum \$ _____

Phase I: Schematic and Design Phase ADA Work Lump Sum \$ _____

Phase II: Schematic and Design Phase ADA Work Lump Sum \$ _____

1. Reimbursable Expenses (allowance) Testing & Abatement	\$30,000.00
--	-------------

Total Amount: _____ (numerical)

_____ (written)

B. Sub consultant Cost Break Out (included in Section A – Use extra page if needed)

Sub consultant Firm	Role	Total Fee

Community College of Rhode Island – Lincoln (Flanagan Campus)
 1762 Louisquisset Pike, Lincoln, RI 02865

C. Attachments

Name	Pages
Hourly Breakdown of lump-sum fixed fee items, above, for all in-house personal roles associated with the project.	
Hourly Breakdown of lump-sum fixed fee items, above, for all sub consultant personal roles associated with the project.	



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 Community College of Rhode Island – Lincoln (Flanagan Campus)
 1762 Louisquisset Pike, Lincoln, RI 02865

REVISED FORM – per Addendum #2

**Request for Proposal: Architectural & Engineering Services for
 Community College of RI, Lincoln (Flanagan Campus Toilet and Locker Rooms Renovation)**

Firm Name: RGB Architects
 Contact Person: Jason Iacobucci
 Contact Email: jiacobucci@rgb.net

A. A&E services non-ADA Work Lump Sum:
 \$ 199,500

B. Schematic and Design Phase ADA Work Lump Sum:
 \$ \$138,500

C. Construction Administration Phase ADA Work Lump Sum:
 \$ 61,000

Total Add Amount A + B + C: 399,000

1. Reimbursable Expenses (allowance) Testing &-Abatement \$30,000.00

Total Amount: \$429,000 (numerical)
four hundred twenty-nine thousand dollars (written)

2. Sub consultant Cost Break Out (included in Section A – Use extra page if needed)

Sub consultant Firm	Role	Total Fee
<u>CDW</u>	<u>Hazmat</u>	<u>Allowance as above</u>
<u>Andre Gill Engineering LLC</u>	<u>MEP/FP Engineering</u>	<u>\$120,000</u>
<u>C.A. Pretzer Associates</u>	<u>Structural</u>	<u>\$5,000 (allowance only if neede</u>
<u>C2E</u>	<u>Estimating</u>	<u>\$7,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

3. Attachments

Name	Pages
Hourly Breakdown of lump-sum fixed fee items, above, for all in-house personal roles associated with the project.	
Hourly Breakdown of lump-sum fixed fee items, above, for all sub consultant personal roles associated with the project.	

Hourly Breakdown

RGB (Architecture)

Principal 115 hrs @ 225

Project Manager 530 hrs @ 150

Staff 1,272 hours @ 125

Reimbursables \$7,000

Andre Gill Engineering (MEP/FP)

Project Manager 250 hrs @ 170

MEP Staff 520 hours @ 150

C2E (Estimating)

Estimator 56 hours @ 125

Rates

RGB Architects

- Principal \$225
- Project Manager \$150
- Staff Architect \$130
- Job Captain \$125
- Intern Architect \$115
- Interior Design \$125
- Clerical \$75

C2E

- Estimator \$125

Andre Gill Engineering

Mechanical

- Project Manager \$170
- Project Engineer \$140
- Engineering Tech \$80

Electrical

- Project Manager \$160
- Project Engineer \$125
- Engineering Tech \$80

Plumbing

- Project Manager \$175
- Project Engineer \$160
- Engineering Tech \$120

Fire Protection

- Project Manager \$175
- Project Engineer \$160
- Engineering Tech \$120



BILLING RATES AS OF JANUARY 1, 2021

PERSONNEL

ARCHITECT OR ENGINEER

Managing Principal	\$280/hour
Principal	225.00
Associate Principal	180.00
Project Manager	150.00
Staff Architect	130.00
Job Captain	125.00
Intern Architect	115.00

Owner's Project Management

Owner's Project Management Director	\$180/hour
Owner's Project Manager	\$150
Field Representative	\$100

INTERIOR DESIGNER/SPACE PLANNER

\$125.00/hour

SPECIFICATIONS WRITER

\$110.00/hour

CLERICAL STAFF

\$ 75.00/hour

SERVICES

CONSTRUCTION MONITORING SERVICES

Project Location:

Under 25 miles	\$1000.00/visit
25 to 50 miles	1050.00
50 to 75 miles	1100.00
75 to 100 miles	1150.00
Over 100 miles	Negotiated

**MEDIATION, ARBITRATION, LITIGATION
& INVESTIGATORY SERVICES**

Professional/Technical Staff	\$225.00/hour
Technical Staff	150.00/hour
Administrative Research	75.00/hour

REIMBURSABLE EXPENSES

Actual cost plus 10 percent

Auto travel to and from project site
 Computer, telephone and facsimile expenses
 Copies, other than specifications

CONSULTANTS:

Consultants Fees plus 10 percent



COMMUNITY COLLEGE OF RHODE ISLAND

Security and Low Voltage Study



COMMUNITY
COLLEGE

OF RHODE ISLAND



Prepared by: Consulting Engineering Services (CES) and Secure Our City (SOC) May 28, 2020

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Exhibit B: Network Cabling Standards & Specifications

1. BACKGROUND

The Community College of Rhode Island (CCRI), retained Consulting Engineering Services (CSE) and Secure Our City (SOC), a consultant specializing in security design, to conduct a study of the existing systems that include low voltage cabling, wireless, and security systems, while identifying deficiencies and making recommendations for future upgrades. The analysis and recommendations will also take into consideration current technology, trends, most commonly used practices, and related impact to the overall budget.

The scope of work for the study includes the Knight Campus in Warwick, Flanagan Campus in Lincoln, Liston Campus in Providence, and the Newport County Campus. CSE and SOC prepared the following report documenting existing conditions and will recommend a plan going forward, which includes budgetary numbers that can be utilized for future planning and documentation.

SOC has also conducted and produced a first of a kind 3D rendering of all IT rooms. The production of such layouts will allow the IT department to better manage the rooms and will serve as the base of the plans going forward. It is highly recommended that these will be part of any design and implementation going forward as it will server all departments and reduce cost and maintenance in the future

2. PURPOSE

The purpose of this document is to evaluate the existing conditions, review installed security systems and devices, and make recommendations for the most effective solutions available on the market. The systems and areas evaluated include the following:

- Low voltage infrastructure
- Access Control
- CCTV
- Storage
- Emergency Notification System
- Maintenance
- Electrical
- HVAC

For purposes of this study, the design team has utilized a combination of the Manufacturer's Suggested Retail Price (MSRP) and General Services Administration (GSA) price lists to provide the most appropriate and accurate pricing information available. The use of both MSRP and GSA pricing allows for a balanced approach to the cost comparison of different security systems. While we are firm in our belief that the current suppliers have offered special pricing for similar projects, any additional proposed manufacturers will most likely offer similar preferred pricing in a competitive bidding environment.

Additionally, SOC compared service contracts and costs in the market with the estimated cost of replacement systems.

It is also important to note, the design team does not have any preexisting relationships or contractual obligations with the manufacturers identified in this document and ultimately did not affect our analysis or recommendations. The recommendations made in this document are for the sole benefit and consideration of the CCRI.

During the report, we will use terminology that is common in the security market but might have a different meaning in other segments. Below you will find the basic understanding and explanations of the terminology to ensure that we are all “on the same page.”

Open architecture

The concept of open architecture goes back more than twenty years, not necessarily starting with – but certainly popularized by – the IBM PC. For those who remember the notification that it is IBM compatible or open architecture, meant that it worked with IBM PC. The meaning of the phrase “open architecture” means that it is not proprietary; available to third party developers and (for “architecture”) “the way the components of a system are organized and integrated.” For this study, we will use the term “open architecture” in the broadest sense, where it applies not only to hardware but also to software and general interoperability, i.e., to the ability of access control, video, intercom, and others systems to integrate with a wide range of other security devices manufactured by several different manufacturers.

Access Control Open Architecture

Open architecture hardware is the first critical step in an open Access Control System – it drives the rest of the system. Open architecture systems use widely available hardware platforms that allow end-users to utilize equipment from a variety of different manufacturers and connect them to access control. This will allow integration with the CCTV, mass notification system, intercom, and PA for example, allowing for better use and management. Once you have integrated the systems you will also be able to turn on alarms, such as when a door is forced open a camera popup will occur at the security dispatch.

Access control using a mercury board as the main controller allows for open architecture. Mercury was an early pioneer of open architecture hardware. An article in Access Control and Security Systems Magazine stated, “On the hardware side, Mercury Security is one of the few manufacturers developing open technology components.”

A trend driving the continued evolution of open architecture access control hardware is network connectivity. According to SDM Magazine’s Technician’s Field Guide to Access Control, “The widespread enterprise deployment of LAN/WAN TCP/IP connectivity through client buildings has created a standardized platform for connection of all types of security devices, including surveillance cameras, access control panels, intrusion alarm panels, intercoms, and other related building sensors and controls. Using ‘relay magic’, any device can be connected to the LAN.”

A key element of open architecture interaction is the sharing of information from the different “silos of information” which reside in the various systems and their databases. Sharing that information is

accomplished through various methods, including the use of Application Programming Interfaces (APIs), Software Development Kits (SDKs), and other programming tools and protocols that help programmers connect various elements of the Access Control System. Whatever means are employed, the goal is to ensure interoperability between applications in an integrated security system.

It is important to note that choosing open architecture means that if there is a need to make changes in the future (and even to the point of changing the access control system), using the Mercury access control boards would mean that switching over to another Mercury-based access control system will not require a major hardware change.

Video Open Architecture

The open architecture is even more notable when looking at CCTV. In the past when analog cameras were connected via COAX, connection was easy. One would plug the camera to the DVR using COAX and the cameras would work. In recent years with the introduction of IP security cameras, drivers have become a crucial part. In today's world, every camera must have a driver written for that specific camera so they will work with the NVR (network video recorder). The need for such driver must be done on both the camera manufacturer and the recorder manufacturer.

ONVIF was created in 2008 by Axis Communications, Bosch Security Systems, and Sony. It was officially incorporated as a non-profit, 501(c)6 Delaware corporation on November 25, 2008.

What does ONVIF stand for? Open Network Video Interface Forum

ONVIF is both a global forum and protocol that allows various surveillance and security devices from different manufacturers to operate together seamlessly. ONVIF continues to evolve today to include other types of surveillance devices such as access control and alarm.

Before ONVIF every manufacturer defined its own protocols and pushed VMS (Video Management Software) companies to implement support. This caused many issues for VMS companies as it limited the number of manufacturers and devices VMS's could reliably support. As a result, end-customers faced limitations when designing a VMS, having to pay close attention to compatibility between cameras and software.

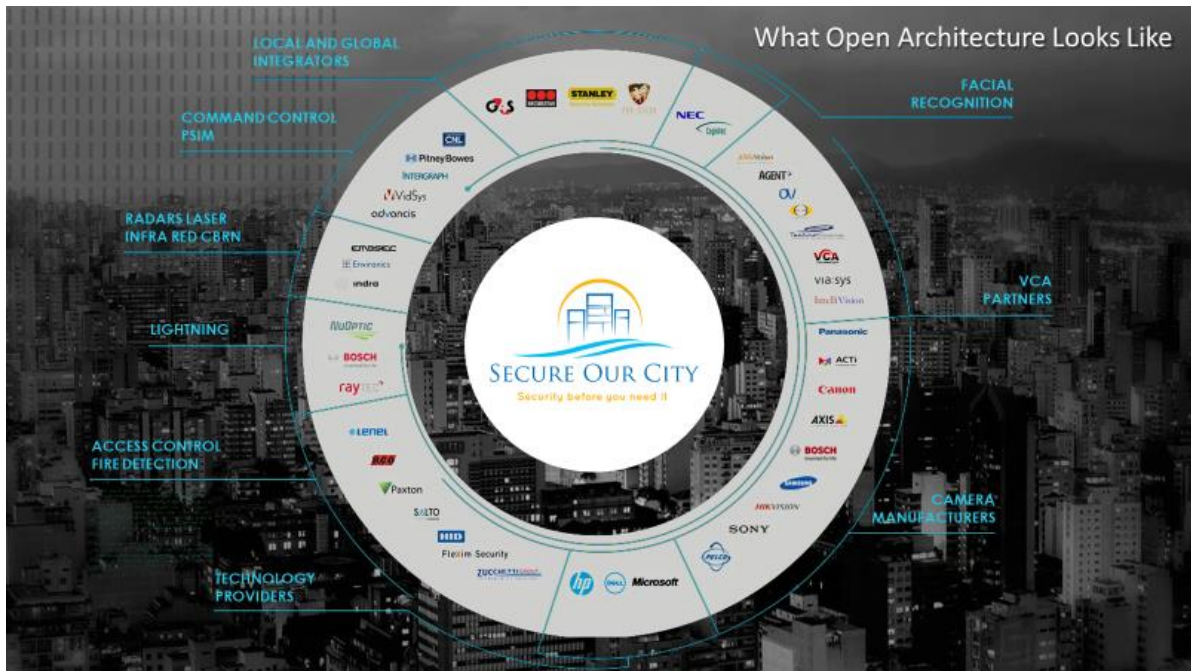
ONVIF is very important in today's market as has become the standard way to talk between cameras, NVR, and other security devices. ONVIF profiles were designed to address these issues by standardizing a common way for software to talk to IP cameras and later, access control, alarm, and more devices.

ONVIF has collaborated with the International Electrotechnical Commission (IEC) and the European Committee for Electrotechnical Standardization (CENELEC) to ensure that ONVIF protocols become the international standard for all devices involved in security and surveillance. As of May 2019, ONVIF standards have been implemented across 12,000 products. This has allowed software

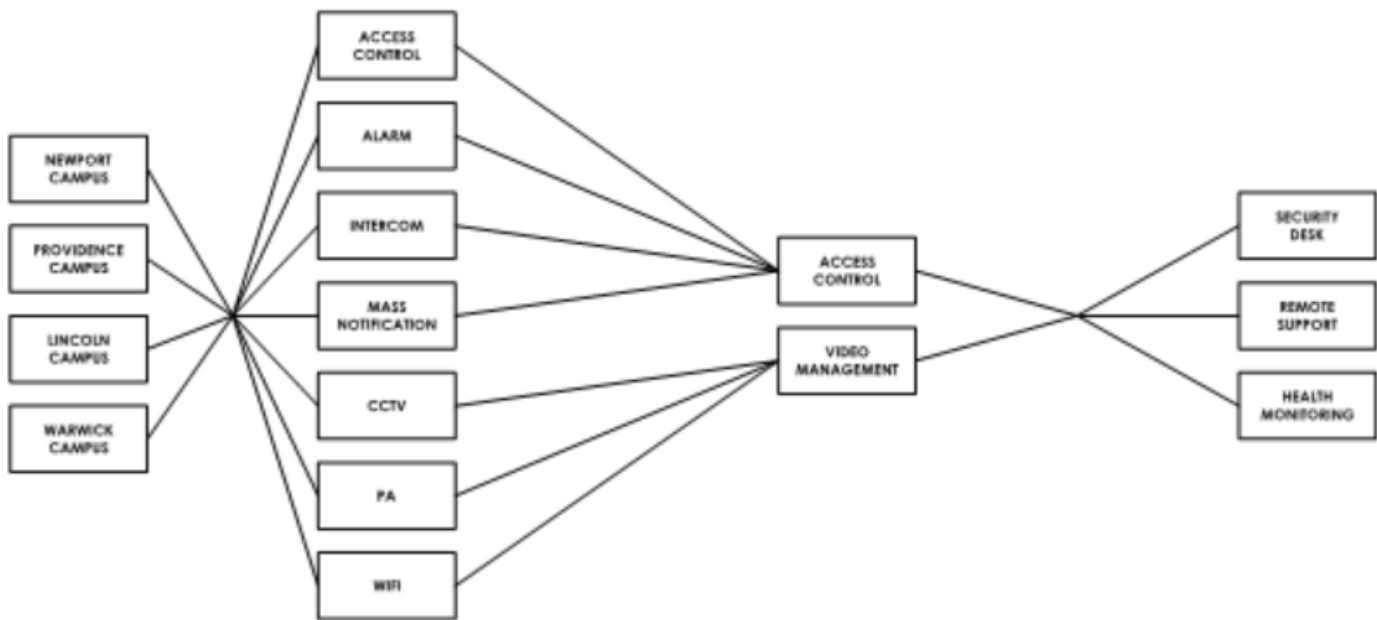
development companies to create open, extensible video management solutions with the ability to support hundreds of manufacturers and tens of thousands of devices.

Below you will see the new world of security design when designing a system today. The integration of open architecture platforms allows operation across platforms. Not having open architecture on the CCRI campuses is causing silos that operate separately along with the extra cost of managing and servicing.

When looking at open architecture, the below slide best describes how the different systems all tie together to create one platform.



When we combined the campuses at CCRI, and the technology mentioned in this document and the need to have all the systems work together the security structure should look more like the following: This we



We will further address the structure in the next few chapters.

3. GENERAL COMMENTS

Integrated systems - It is clear from the start of the evaluation that CCRI's current campuses are not using integrated systems and each campus is a separate "silo". The inability of the police to manage (security concerns) all campuses from one location, IT to manage the devices and service accessible infrastructure is very limited and not in line with the available technologies in today's market.

Today's systems and ability to both manage during day to day and emergency times, call for having all the systems combined and operating as one. It is clear to both CES and SOC that CCRI must look at the low voltage infrastructure and systems and implement the suggestions listed in the report in whole, or at minimum the most critical ones.

Another very important comment is the need for network standards and administration. In this new age of IoT (Internet of Things) and wireless devices, we MUST have network standards for CCRI that will also address cybersecurity, such as devices that are allowed on the network and accessibility. SOC was not commissioned to review either the network or cybersecurity at this

study but with the need to transform the systems to a unified platform being evident, the need to examine the network is required. The Internet of Things must also be reviewed as it will further burden the IT infrastructure, bandwidth, and the devices that are connected.

We are aware of the growth of devices that are being connected (see in the bandwidth part of this report) but the new requirements that include IoT are going to increase the number of devices on the network. The need for network structure must be addressed as well as cybersecurity.

Large organizations will typically have a physical security team and a separate IT team focused on cybersecurity. Both teams protect the organization's assets and resources. So, it is natural that one may think that this would make them great friends.

The challenge is that the assets and resources are different. Protection is an obstacle designed to reduce the risk of a specific threat. When you do not account for the risks, carrying out protection is seen as an annoyance. An extra process that makes your daily work harder. It adds costs. This is often the collision between Operation Technology and Information Technology.

What cybersecurity can learn from physical security

For most people it is easy to understand physical security risks. An unlocked door will increase the risk of unauthorized people entering. Valuable goods that are visible could be easily taken. Mistakes and accidents may cause harm to people, property and things. Cybersecurity is the same, but the value is not apparent and in "cyberspace" the way physical security and cybersecurity is tackled, is broadly the same. Whether you are responsible for your organization's physical security or cybersecurity, in physical security, doors and windows are vulnerabilities – a way of entrance to a building. The defenses, walls and fences also have vulnerabilities as people can still force themselves through or over them. The same idea applies to software. The risk depends on the difficulty exploiting a specific vulnerability and what the negative impact may be. Protection may either add obstacles to reduce the risk (e.g. encryption) or a way to reduce the recovery costs (e.g. data backup). You still need to apply the same principles:

- Identify and classify your assets and resources (what to protect)
- Identify plausible threats (who to protect it from)
- Identify plausible vulnerabilities that threats may exploit (the likelihood)
- Identify the expected cost if bad things happen (the consequences)

The risk is often defined by the probability of a threat multiplied with harmful result. When you have the answer, you must ask what you are willing to do to prevent the negative impact.

The biggest threat to any system can be described as deliberate or accidental misuse by those who have legitimate access to the system. Poor protection may result in employees accessing video they are not authorized to view, or trying to "fix" things, resulting in a reduction of the system's performance.

Hardware failure is also a common cybersecurity threat. Internet exposed services may fall victim to pranksters manipulating computer systems for entertainment. Terrorists and nation-states may

try to weaponize devices inside a specific organization's network. These threats are not different from physical threats, as the impact and value for adversary is the same. Systems need both physical and cyber protection.

When most people think of cybersecurity, they think of the sophisticated attacks they read about in the media. Common concerns are related to flaws in a device interface – mainly because we are a device manufacturer. However, the biggest vulnerabilities relate to an organizational lack of internal awareness, policies, processes, and procedures. These must be put in place, and you should audit your supplier's cyber maturity before evaluating their products or services.

SOC urges that once the design is done, a review of the design of the networks and procedures will also be part of the next phase.

COVID19 – during the time of the survey COVID19 started to take its toll on the US. We are witness to the ever growing offering of temperature detecting devices, claiming how they will “solve all problems”. SOC was not commissioned to look at the temperature checking need of CCRI, but as these are critical times and with discussions about going back to onsite learning in the coming fall, it is important to look at how we can safely go back to on-premise classes.

As more technologies claim they can solve the need for temperature checks, it must be noted that many give false claims regarding testing, that is not done out of their own lab. More companies, colleges, and busy locations are looking at being able to measure distance between individuals and people counts to properly manage the need for social distancing. The video management system and the cameras chosen to be used at CCRI provide these new requirements of managing people counts while maintaining social distancing.

SOC would like to note that finding the right detection technology is one the first and maybe the smallest part of the solution. We will assume that the technology we choose will do the job we expect it to do but must emphasize the procedures that have to also be implemented with whatever technology is chosen.

Systems will work to some accuracy, but that is just the start. Procedures and action plans are just as or even more important. Examples below:

- Where do you take the people that tested positive?
- Do you retest the people to ensure accuracy and who tests them?
- Do you quarantine someone that is positive?
- What about the other members of their party?
- How do you deal with false positives?

The conclusion to the COVID19 section is:

- *Simply screening is only the most basic part of the equation. We should be thinking about using the technology PRIOR to deployment.*
- *Replacing the video management system and access control to one of the two systems pointed out in the report, will improve social distancing capabilities, while reinforcing the return of students and staff to onsite classes.*

Attached in Exhibit C is a report that SOC has compiled for detection devices. SOC will be happy to work with CCRI on putting together the procedures for going back to on site classes.

4. INFRASTRUCTURE

When looking at the existing infrastructure we have examined the following:

- Cabling – existing technologies
- Cabling – choke points, codes and overflow
- IT rooms locations and accessibility

4.1 Cabling technologies – Today’s technology

Today the market has started to move toward CAT7. With the increase of throughput and the need for the ever-growing bandwidth, the need for speed is more evident than ever. If the users of yesterday had one device being a laptop or phone and maybe a second, today every user has a minimum of 2 devices but average 4 or 5 devices per student. The growth of needs comes the increase of technology in the market. With the recent intro of CAT7 and now CAT8 we would like to compare the different speeds:

Category	Standard Bandwidth	Max Data Rate	Shielding
Cat5e	100MHz (up to 350)	1000Mbps	UTP or STP
Cat6	250MHz (up to 550)	1000Mbps	UTP or STP
Cat6A	500MHz (up to 550)	10Gbps	UTP or STP
Cat7	600MHz	10Gbps	Shielded only
Cat8	2000MHz	25Gbps or 40Gbps	Shielded only

4.1 Cabling technologies – Market standards

We see a total transformation at more and more schools in the move to CAT6A. Schools today have a growing need for new technologies and bandwidth. If in the past, we used VHS cassettes today we stream live video during class. This change also calls for growing needs in the IT department for support.

We are witnessing today more and more customers that are issuing a cabling standard and replacing all older versions of cabling to the CAT6A. While these changes are taking place, there is also a move to 802.11ax Wi-Fi infrastructure, (to be addressed in section 8 below) so while upgrading the cables at the same time the schools can reduce the number of cables throughout the facility. Using fiber between closets and better Wi-Fi deployment will not only reduced the overall cost of the cabling, but also reduced the cost of support while giving the option to expend the services offered to its students.

4.1 Cabling technologies – Existing infrastructure

During the survey, we have found that the existing varies between locations and in some places in the same switch. The following was found:

- CAT5 – roughly 20% of the cables were accounted for
- CAT5E – roughly 40% of the cables were accounted for

- CAT6 – roughly 30% of the cables were accounted for
- VAT6E – roughly 10% of the cables were accounted for

We also found some twisted wires (copper wiring) locations that are even older technology and have no place in today's world (see bates #L193, W301, W302, W303, W306, W394 & W431 for example). When trying to verify the cables and the functionality of such cables it was clear that while some of the cables were disconnected and not functioning. Trying to find out which cables work, and which don't is an impossible task at this point, as there are no diagrams or ports listed.

CCRI has done a great job having most of the existing IT cabinets neatly organized and follow the same guidelines for all IT closets. As part of the recommendations, we will also address the need to have the closets set up with the same methodology.

4.1 Cabling technologies – Recommendations

The need to have a standard implemented at the college is clear. With the various cables running and the vast overflow (section 4.2) there is a need to standardize and it is most recommended that with the current cost of the cables, the school will transform all cables to one standard cable.

With the need to replace the cabling, the following is recommended:

:

- Remove all cables that are not CAT6A. This will include all older CAT cables and old phone and twisted pair cables. (The need to identify the working phone lines and convert them to VoIP will be discussed in a later section)
- The removal of such cables will result also in freeing major real-estate from some of the IT closets. At places like the Lincoln facility, for example, the old twisted pairs take up a large wall space, and the trays at the same location have the conduit still running that used to have the twisted pair cables in them.

Please note that at the same time we would recommend looking at fiber, connectors, and connection methodology and updating the current cabling specs to meet the changes proposed.

4.2 Cabling – Choke points, codes and overflow – Market standards

The ability to access the cabling and manage cabling is one of the basic needs that any IT department must-have. It is crucial for any IT organization to be able to address any support that might come up, add new features and technologies, and be able to address the need at a local and proximity level. It is a common practice today to have cable runs in hallways and distribute from local IT closets.

4.2 Cabling – Choke points, codes and overflow – Existing infrastructure

The survey has uncovered the following:

Choke points – The locations that are marked on the drawings attached and the picture show a clear picture of junctions and locations that are full probably 110% of the recommended amount of cables (see bates #L223 for example). Some of the locations are full to the points that we could not identify the ability to pull one more cable into that section (see bates #P108, P143, W402, W434 & W435 for examples).

Codes – there are conduits that are running through the campuses that are running both low voltage and power in the same conduit. These are being separated by a compartment between the low voltage and power but as they are overflowing with low voltage cables, some of the low voltage is right now next to the power runs. This could become an issue as there could be interference between the power and low voltage. CCRI might not know why but they could experience non-functioning devices and systems and it could be due to this issue. In the market today the standard is to separate between power and low voltage completely. Combined trays are not recommended at all.

The standard for cable separation is ANSI/TIA-569-E. Also below is an excerpt from BICSI TDMM 13th ED. There are places where the low voltage cables are mixed with the power cables and they do not meet the code.

Table 2.6
Minimum separation distances from possible sources of electromagnetic interference exceeding 5 kilovolt-amperes

Condition	Minimum Separation Distance
Unshielded power lines or electrical equipment in proximity to open or nonmetal pathways.	≈600 mm (24 in)
Unshielded power lines or electrical equipment in proximity to a grounded metal conduit pathway.	≈300 mm (12 in)
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a grounded metal conduit pathway.	≈150 mm (6 in)
Electric motors and transformers	≈1220 mm (48 in)

in = Inch
mm = Millimeter

Overflow – as with the choke point, we have found in the survey trays that are at points of overflow (see bates #W446, W469 & W497 for example). Not only there could be no added cables but in the rooms that we went through the cable trays, but we found old cables that are no longer in use and were never removed when decommissioned (see bates #L251, W287, W407 & W471 for example).

4.2 Cabling – Choke points, codes and overflow – Recommendations

It is highly recommended that an overall redesign of the cabling will be carried out. The redesign should also account for Wi-Fi design, IP phones and need assessment of the classroom usage of hardwiring versus Wi-Fi and when all are done at the same project it will allow for the following:

- Removal of all old cabling hence reducing the congestion points and freeing up space in the existing trays.
- Reduce the number of cables used by the College, allowing for more accessibility to the existing cables that will be used.
- Converting phones to use CAT6A (discussed later in the report), reducing the number of cables, as we will remove all old cabling and replace the existing old copper with new CAT6A, and freeing up real-estate in the IT closets by removing the old analog phones connection.
- Reducing costs to maintain the infrastructure as it will have the entire campuses all using the same technology.

- Ability to run cables when needed without having to go through congested areas.
- Able to adapt and expand new technologies with the bandwidth allowed with the CAT6A.

It is SOC recommendation that re-cabling will be done at the same time as the other design parts, to have the best value for the money spent.

4.3 IT rooms locations and accessibility – Market standards

When looking at the IT rooms located on all 4 campuses, the overall trends are good and meet the market standards. All construction of the IT rooms is similar; switches are all the same and cabling is placed in a neat way. The move to having removable straps is a welcomed change that allows for better and easier maintenance.

SOC has used a new technology that allows for 3D renderings of the project. The ability that we have today to produce 3D renderings to keep these rooms updated, will be highly favorable for the college to maintain and manage the IT rooms in the future. The general conditions of the IT rooms are good as they are spaced appropriately. However, it is noted that some of the cabling intersections leading to and from the IT rooms are congested (See bates #P165 for example) and the conduit into the IT room is at full capacity. (See bates #W327 & W423 for example) However, with the work suggested in this report the congestion will be reduced.

SOC has observed that the cable trays that are being used are vast (See bates #N059, N063, N066, P165, L248 & W504 for example). There are no set standards and it looks as though every time that there was an addition that contractors used whatever means they had to run the cable tray and conduits. We noticed that some of the trays are running through classrooms and not through hallways. Having cable trays run in the classrooms does not make sense; it limits the ability for any work that needs to be done to only hours that the classrooms are empty. HVAC for the IT rooms will be addressed in a separate chapter below.

4.3 IT rooms locations and accessibility – Recommendations

There are few recommendations that SOC would like to make regarding the existing IT rooms: Location – in all 4 campuses we found that the IT rooms are located throughout the campus at locations that are spread-out and accessible. We did, however, find two locations that will improve the ability to provide more localized support for the students and will prevent the need to run cables for an extended run that will again increase the congestion.

These locations are:

Above the cafeteria in the Newport facility - This location will serve the north side of the building. We will establish a fiber connection between the other IT closet to the new IT closet and it will be able to service the entire classroom area on that side. That will also reduce the congestion of having to run cables from the opposite side of the school. Classrooms will be able to deploy Wi-Fi, further reducing the need for cabling.

At the theater in Newport facility - The ability to manage the IT needs at that theater area and including the ability to control the theater AV from the stage area will be resolved by having a

small IT area. There is a location in the closet that has the perfect space for such a rack for the IT and pulling fiber to the location will resolve both IT and AV needs.

Cable trays – when CCRI will move forward with the re-cabling project it is highly suggested that as part of the project, all trays and cabling paths will be removed from classrooms and relocated to hallways. Furthermore, it is recommended to remove all the old trays that are split for both power and low voltage and standardize on a handful of trays and conduits to make the accessibility and support in the future much easier.

5. ACCESS CONTROL

5.1 Access control – Today’s technology

The best way to describe the access control systems in the market today are in two different categories: open architecture and proprietary. The benefits that you have using the open architecture and the Mercury control panels are vast and have been described above.

5.1 Access control – Existing conditions

The colleges have a system installed called Kerry systems. This is more of an entry-level system and its ability to address a multi-site/enterprise capability is very limited; none of the features that access control has are being used at CCRI, as Keri doesn’t give these options for the version installed. The system installed is using proprietary hardware controllers and not the Mercury controllers described above.

Keri system has been around the industry for years, but they have not been able to keep up with the development of other companies’ access control systems such as Genetec, Softwarehouse, and Identocard, for example. In recent years Keri has put more emphasis on the open platform and now offers two systems; one using their proprietary system and the other using Mercury boards. [Keri](#) claims to be one of the leading in the access control industry (of course they would) but falls short when it comes to functionality and being an open platform.

During the survey, we have also found that all campuses have deployed Mifare smart cards and readers. This is ideal as they are what many colleges are striving for in terms of security and adoption by access control systems. Mifare smart cards and readers are also considered much safer from hacking than the regular access cards, however keep in mind that mobile and biometric credentials are the future.

SOC further found that most locks being used with access control are wireless locks from Allegion that meet the standards requirements and can connect to the Mercury boards. When CCRI does change the access control system, both wireless locks and other hard-wired locks including all the access cards, can be reused as a result.

Today, it is our understanding that Keri is not sure how long they will continue to support the versions of the older system installed.

5.2 Access Control - Recommendations

The following factors must be considered when considering recommendations for improvements:

- Future security risk and ability to address them
- Availability of spare parts
- Cost of replacement parts
- Cost of maintenance
- System features
- Open architecture system

Based on the considerations and factors stated above, we highly recommend the replacement of the access control system with an open architecture system. Although this is not an inexpensive solution, the cost benefits will be realized within a very short time.

Open architecture systems and the use of market standard equipment (such as Mercury controllers and OSDP) provide several advantages: a larger pool of integrators to draw upon; ability to re-use the existing card readers and cabling, therefore limiting the replacement work to the controllers; integration with video management software and other devices; and alerts notification.

5.3 Access Control – Recommended replacement options

SOC recommends the following systems to meet the current and future needs of CCRI.

Recommended Basis of Design:

- Genetec
<https://www.genetec.com/>
- Avigilon
<https://www.avigilon.com/>

The two systems above the leading systems in the market that have both VMS and access control. While the systems below are access control systems that have integration with a VMS system, their integration is not as robust as the above two systems. Genetec is the preferred system as it has the most comprehensive system. Avigilon was purchased by Motorola and they are working together to make the system more robust and comprehensive. It is recommended to have both systems presented and a demo run to the CCRI IT and police, to see the difference.

Other recommended equivalent systems:

- Identocard
<http://www.identocard.com>
- CCure by Softwarehouse/Johnson Controls (although not Mercury boards)
http://www.swhouse.com/products/CCURE_9000.aspx
- Lenel by UTC
<https://www.lenel.com>

The basis of recommendations including commentary and the advantages/disadvantages of the identified systems are as follows:

Our team would recommend any of the five systems above although as mentioned in the report the one system that would be the best choice for CCRI would be the Genetec as the top choice

and after Avigilon and the rest. For purposes of the study, we based the summary on Genetec and Identocard, this can be modified if the owner prefers another option/manufacturer.

We believe that Identocard will be the least expensive of the proposed systems based upon historical cost information but the Genetec system will be the most comprehensive solution and the overall encompassing solution when looking at the features and the integration between all the security devices. If we also look at the CCTV section Genetec will be the more recommended solution.

It is very important to note that in recent months Genetec has introduced an educational package to the market and with the introduction of the latest educational package, the pricing between the two companies is almost non-existing.

Genetec can integrate with all the existing platforms (Video management system, emergency notifications, access control, mass notification system and more) that CCRI has onsite.

Also, as important Genetec has multiple integrators that can service the account located in the surrounding area of New England and will be able to get great response time and costs.

6. STORAGE

6.1 Storage – Today's technology

This section will discuss the need for storage for both access control and CCTV. Ensuring your data storage is safe and secure is imperative - especially when related to administrative and student functions. Data storage can be of two types: local and cloud-based. Each type has its advantages and disadvantages. Other factors to consider are the needs, location and redundancy of the server or multiple servers, the type of technology, the retention time, and cost.

According to a recent Seagate storage and data whitepaper, by 2025 IP cameras will be producing 175 zettabytes (175 followed by six zeros) of data. Today we retain more data than ever whether it is on the cloud or on local storage, and with this increase in data that we collect and keep, comes the associated requirement to analyze this data for both forensic and business purpose (for example, PWC estimated the value of commercialized data in the financial sector alone at \$300 billion in 2018).

In the business applications of the college, cameras have played a major role in this increase in data. Camera sensors have grown in resolution and capability (something seen with televisions - once a norm, a "standard resolution" television is old technology in a world with 8k flat screens) which has added to the burden on storage and networks.

With this increase in data, we also have seen a demand for increased retention times and larger storage systems. Increased demand has not always allowed for an increase in understanding of the requirements of storing this video, nor the overall effect on a network.

All these things come to a head in the data center or security operations center in a facility. Power, space, cooling, cable management and other environmental factors must come into consideration. Systems also must be evaluated, as with growth many organizations find themselves with multiple systems (video management, access control, medical, building

management to name a few) running across servers that range in age, manufacturer, and capability.

Hybrid Hyperconvergence comes into play as an important part of today's system. (note that HHCI is slightly different than hyperconvergence, which will be explained).

Put simply, the use of a hybrid hyperconverged system enables a reduction in the number of servers, the number of storage systems, and the need to manage multiple operating system environments. This almost always means an overall reduction in the yearly total cost of ownership of the system when compared to the system replaced. Fewer servers and storage areas mean less power (and note that older servers will usually be less efficient in power management) and a reduction in cooling requirements. Consolidation of servers means less maintenance as all servers are the same and are all running under the same principal operating system. A reduction in maintenance means less man-hours spent reacting to system failures. In addition to this, the use of HHCI platforms means that the power of virtualization can be used to predict component failures, which creates less overall down time and further protects against any level of system failure. HHCI provides system redundancy across the servers within, as any single server can suffer a catastrophic failure and yet the overall system can and will continue to function. Switching is also redundant, and data is protected using a combination of RAID6, predictive disk failure management, and virtualization so that disk failure does not correspond to data loss. These provide high availability and system uptime while protecting critical OS and data.

To "converge" is defined as "to gradually change and come together or develop something in common". Hyperconvergence takes this one step further as it moves past coming together and actually merges things into one. This is somewhat analogous to baking a pie - a "converged" pie would have all the ingredients coming together, and the baker could pile them all together and taste the pie. Each ingredient - and think of the ingredients as different systems and hardware - can be changed out for a different one. The baker could switch sugar for cinnamon. In a hyperconverged system, the ingredients are all mixed together and baked, which means that the ingredients *cannot* be changed. In a hyperconverged system, your "cluster" of processors, operating system storage, and video storage are "baked" together, which means that if more of any part of the overall cluster needs to be increased, you are forced to buy a second cluster.

Hybrid Hyperconvergence gives the best of both worlds. You still have a baked pie, but you can add as much ice cream on top as you wish; in the systems world our "ice cream" is the video storage. With HHCI you can increase this singularly critical part of a video surveillance system without any need to spend additional funds on processing power or operating system memory. This provides a significant cost savings.

REVOLV is just an example of such product that we will use and will display the solution but there are other products in the market. The reason why we use REVOLV is that it will be at no extra cost with servers that we are recommending as they are the best in market. REVOLV is a BCDVideo product that once using the college existing VMWARE licenses, is supplied with the BCDVideo servers at no extra cost, is just such a hybrid hyperconverged system. REVOLV uses the best in class servers from Dell (manufactured by BCDVideo), specialized switching from

Alcatel-Lucent, powerful SAN storage from Dell EMC, and the latest hypervisor technology from VMWare. REVOLV also gives the user a unique piece of software, HARMONIZE, that allows for the HHCI to be managed from within the video management system. This management includes communication to provide information on predictive system failures, monitoring of critical system metrics, and allocated resource usage. HARMONIZE also provides the user to work within a graphical user interface they likely see and understand- the video management system.

REVOLV was designed to provide a true HHCI platform that provides cost savings via 5-year total cost of ownership reductions, specific ease of use within a security system setting, system commonality with IT systems likely in current use (i.e. VMWare), high availability and overall data and system redundancy. Unlike many providers, BCD will use licensing and even equipment (subject to evaluation) already in use by a user within REVOLV. By choosing partnerships with Dell and VMWare, the user is assured that service and support are always available beyond what BCD can provide when needed.

REVOLV's use of HHCI along with a company of seasoned security professionals means a product that can be used by security now, as well as a product that can take security into the future.

Storage Types - Cloud Storage:

Cloud storage has its advantages,

- Maintenance and upgrades - cloud storage providers handle all the upgrades
- Scalability, additional space is typically a simple request with a near-immediate adjustment
- Should a disaster occur on-site, the data will remain safe
- Data back-up is also the responsibility of the provider. In many instances, storage providers also have redundant back-up power allowing for continuity of the service.
- Data accessibility could be done from different locations and devices based on permissions, passwords and two-factor authentication methods to ensure the secure connection

Cloud storage, in some cases, is not as secure as it may appear. Although many offer and present safe environments, some members of our team have witnessed data breaches that have compromised large companies, despite all the data security protocol and updates being deployed. The mere fact the data is stored off-site introduces additional connectivity that would otherwise not exist if stored on site.

The cost of recording to the cloud is most likely, one of the main driving factors for deciding if to record to the cloud or not. In order to record to the cloud, you need to have appropriate bandwidth and reliable service to make sure that the service will always be up and running. This is not feasible as even the service providers for your internet do not give a 100% up-time guarantee. The possibility to record data to small local servers, which is then uploaded to the cloud is more suitable and practical.

Access control does not require to have 24/7 uptime. Access control can still function as the information is also saved at the local controllers, which allow the system to operate regardless of power outages.

Cloud storage is often a good solution for smaller companies, with a need only for investigative viewing of video recordings and not for constant monitoring of video at the dispatch center, where security management relies heavily on campus cameras.

Server location/redundancy:

When considering local storage, we strongly recommend the use of multiple servers, to be in different locations that have redundant, or emergency backup power options (generator and UPS system). The value is somewhat obvious, in the event of an emergency in one location, only the server in that building will be shut down and the owner will have the ability to shift resources to the alternative, back-up, location.

Storage - Technology:

Several new, and improved, storage technologies are currently being introduced to the market, seemingly daily. Some of these technologies may include:

Redundant Array of Independent Disks (RAID), 3D NAND, and Non-Volatile Memory Express (NVMe).

As the storage technology environment keeps improving and storage capacity continues to increase, prices often decrease due to competition and multiplicity of available options. Storage technology is also strictly related to the Video Management System (VMS), which is discussed in the next section. The primary reasons compared to other solutions are (1) multiple disks balances performance, (2) redundancy, (3) Appears as a single operating system to the user – simplifies use, (4) type of storage and ease of access – efficient storage and retrieval, (5) better protection in the event of a failure.

After examining the different solutions, the market is mostly using RAID Storage Technology.

RAID is a process of storing the same data in different places on multiple hard disks to provide redundancy and protect data in the case of a drive failure. However, not all RAID levels provide redundancy.

Additionally, RAID places data on multiple disks allowing input/output (I/O) operations to overlap in a balanced way, improving overall performance. Because the use of multiple disks increases the mean time between failures (MTBF), storing data redundantly also increases fault tolerance.

RAID arrays appear to the operating system (OS) as a single logical hard disk. RAID employs the techniques of disk mirroring or disk striping. The mirroring function copies identical data onto more than one drive. The striping function partitions each drive's storage space into units ranging from a sector (512 bytes) up to several megabytes. The stripes of all the disks are interleaved and addressed in order.

In a single-user system where large records such as medical or other scientific images are stored, the stripes are typically set up to be small (perhaps 512 bytes) so that a single record spans all the disks and can be accessed quickly by reading all the disks at the same time. In a multiuser system, better performance requires that you establish a stripe wide enough to hold the typical or maximum size record. This allows overlapped disk I/O across drives. No matter what storage function and technology is used, drives should always be SSD (Solid State Drives).

6.1 Storage – Existing conditions

Currently, we have found that servers for the video are located at each of the campuses for the video. As we will discuss in the next chapter about the VMS (Video Management System) we strongly suggest to replace the VMS and that would also entail replacing the much older servers that are currently installed to new servers located at each campus discussing the existing conditions are easy – they have to be replaced and meet the current technology and structure in the market.

6.1 Storage - Retention time

Today's technology allows storage of a video on the server for any length of time and the download of a video from the local server to a storage location for extended periods, without the need for a dedicated video server for storage.

With most government and public safety buildings, the industry standard is to keep the video on local servers for 60 to 90 days and then store the video at a remote location for future use. As the college is using IP cameras and more and more cameras are added poses the question of how much storage will be needed. The table below shows a rough calculation of the storage needed.

6.1 Storage – Recommendations

SOC recommends that we continue with the same methodology that currently exists. Have RAID servers located at each campus (but (!) as we will discuss in the next chapter they have to “talk” to each other for better management). Other recommended items to be looked at with the servers are as follows:

1. Video servers – highly recommended that during the design phase of the suggested solution, dedicated videos for the CCTV will be servers that are designed especially for video processing. This will reduce the cost of the overall solution.
2. Warranty – terms of the warranty are important, and 3 years is a minimum recommended
3. KYHD – Keep your hard drive warranty meaning that in case there is a hard drive failure you keep your hard drive and not send it back to the manufacturer. This will guarantee that no videos with students on them will end up on social media.
4. Hybrid Hyperconvergence should be included as part of the solution

7. VIDEO MANAGEMENT SYSTEM (VMS)

7.1 VMS – Today's technology

A video management system, also known as video management software or a video management server, is a component of a security camera system that in general will collect video from cameras and other sources, records/stores that video to a storage device and provide

an interface between the various systems that the College is using. VMS is crucial to the decision just as much as the access control systems due to its ability to connect and manage as one system. When the VMS and access control are fully integrated one can create alarms and notifications based on events that are defined in the system. Even further having a burglar alarm, wireless locks, and other systems that the college has and are all integrated will allow having notifications based on events.

In today's market, the need to have all the locations on the same system is a basic need that any system is the first step in the implementation. Having campuses that are not on the same system is just poor use of the systems that today are standard in the market.

Another feature of the VMS software in today's market, and one of the most rapidly growing, are the analytics. There are two types of analytics,

Camera-based analytics – the analytics are being done at the camera – you must make sure that the cameras that are being installed going forward will have the ability to have analytics. The trend in the market is to supply the analytics with the higher end models but as we are witnessing some of the manufacturers are starting to supply cameras with the entrée level cameras.

Server-based analytics – the processing is done at the server level. This allows for the analytics to be done on all IP cameras. One will have to account for much higher performance servers to be able to support the need for higher processes powers and there is a cost for the analytics at the server level. The VMS companies will charge per user and cameras that you run the analytics on, but a site license is available.

Third-party analytics – companies that offer the analytics, some have their solution with the needed processing power, that offer their product as a standalone product that connects to the VMS and provides the analytics.

These analytics (also part of the analytics includes artificial intelligence) can determine if it contains motion, a person, vehicle, recognizes a face, reads a license plate, etc.

Analytic information is associated with the video stream and can be used to display bounding boxes, trigger alarms, or is saved to increase efficiency when searching for certain vehicles or persons.

7.1 Video Management – Existing conditions

Currently, the video management systems that we have at the different campuses are not compatible between each other. The inability for the IT and campus police to be able to access the cameras at all campuses is more acceptable to VMNS systems of 30 and 40 years ago than in today's market.

The current campuses have the following systems installed:

Warwick campus - Pelco Video Expert limited access. Warwick campus has 279 cameras.

Lincoln campus - Pelco DX only works only with Pelco DX client no integration into Video Expert. This system has very poor resolution cameras compared to the existing cameras at other

locations, VGA resolution cameras, and has no integration capabilities with Code Blue or access control system. Lincoln campus has 75 cameras.

Providence campus - Pelco DX limited cameras analog. Providence Campus has 70 cameras.

Newport campus - bookstore has analog system believed to be Pelco DX

Newport campus has no security cameras which must be addressed in the next design phase.

As mentioned above, all systems are using Pelco VMS but not all the locations are compatible and can be integrated. Over the years Pelco has been known to OEM different systems and call them Pelco. They have also not taken care of the ability to integrate between the different systems and CCRI has the perfect example of such lack of integration.

The existing, aging systems are also an issue when looking at a few more points:

- Integrators:

The older Pelco system has a limited number of integrators who support the product. This means that the cost of having a technical support person on-site will increase as availability for this service decreases.

- Open Platform System:

We cannot emphasize enough the need to adhere to an open architecture system. Proprietary systems usually do not keep up with the market in terms of the development of new features and typically parts are harder to come by or comparatively expensive.

For example, Pelco doesn't support OMIF and PSIA market standard devices. By not adhering to open platform standards, Pelco limits the number of cameras that are compatible with its VMS. To keep up with new devices, proprietary VMS manufacturers must keep writing drivers for them. Unfortunately, only a limited number of manufacturers update drivers on a continual basis.

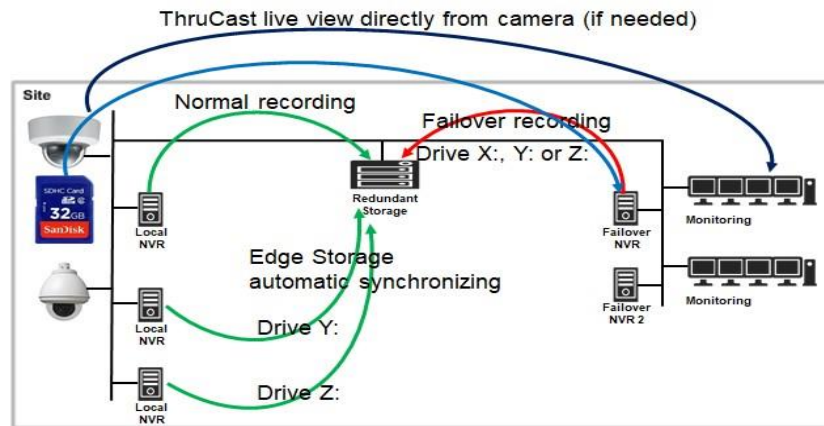
A proprietary system also limits the amount of 3rd party integration. Although the system is adequate for your current needs, new products might not be able to integrate with the system. A good example is gunshot detection, temperature camera (not discussing the need and application): open platform systems in the market could have a notification through the VMS and a camera would be activated on the dispatcher monitor, based on the location of the shot. Although this is just one example, the same could be said for the integration of access control, alarm, and other systems.

- Maintenance:

Systems in the market today do require the user to have a Software Service Agreement (SSA) in place to support the user's product and some even go further, not requiring an SSA to add a new camera. This option will reduce the cost of maintenance over time.

- Enterprise Ability:

Pelco does not provide free enterprise ability: multiple servers cannot be connected for redundancy unless an extra fee is paid for a license. Furthermore, the servers cannot direct-connect cameras to a specific server where needed.



Newport campus – we found that the camera coverage on the campus is minimal to almost non-existent. During the design process of the next phase, the location must be reviewed for better camera coverage. We should also note that using the right platform there is no need to separate the bookstore from the main system as it will allow, per camera.

Another point that has been addressed are the different systems that the bookstores have in the campuses. Once the systems will be converted to IP, there is no need to have separate systems or the bookstores and cafeteria.

The current VMS systems have what is called retail applications. These retail applications allow you to “blur” out the credit card numbers at the cash registers so no prudent information will be on the video. The systems will also allow you to segregate the cameras so the bookstores can view only the bookstore cameras. With the current technology, having separate systems for the bookstore or any other location is not recommended.

SOC has not looked at the deployment of the cameras but it was clear that there are locations that are not covered by cameras that would require better coverage. If we will take Newport for example, the parking areas have inadequate coverage and the building itself has no camera coverage. It is highly recommended to, going forward, while looking at new cameras to have only cameras that are including analytics and are from the following manufacturers:

1. Axis
2. Bosch
3. Hanwha
4. Avigilon

The above companies are preferred for many reasons including:

- Performance
- Price
- Warranty
- Manufactured by the company and not white labeled (rebranded).
- They are not Chinese manufactured and are not on the US banned and watch list.

7.1 Video Management – Recommendations

Probably one of the easier recommendations in this report has to do with the VMS. This must be updated and brought up to the market standards. CCRI should be able to have accessibility between the campuses VMS.

The report keeps mentioning the need to have a unified platform and having the VMS at the center of the unified platform is a must compare to the existing.

Recommended Basis of Design:

- Genetec
<https://www.genetec.com/>
- Avigilon
<https://www.avigilon.com/>
- Mirasys - <https://usa.mirasys.com/>

This product is very good. It is used by multiple government agencies, police departments, schools, casinos, and more. This company's maintenance package is widely recommended because it does not require a maintenance agreement to add cameras.

- Exacq - <https://www.exacq.com/index.php>

A good product which is used at a variety of police departments, schools, and businesses. This company requires a maintenance agreement to add more cameras.

- Milestone - <https://www.milestonesys.com/>

Another system used in schools and businesses. This system is more expensive than the others mentioned above but offers similar features.

Genetec is the recommended system for CCRI for numerous reasons. While both Genetec and Avigilon are giving the unified platform solution and features are fairly similar it is noticeable that Genetec is currently used by the Rhode Island State police (RIST).

The Genetec has an option called Federated systems and can allow the RIST to gain access to the cameras during active shooter or other time of emergency. SOC is not suggesting that this will be established but to have the option as well as having the system being one of the top recommended system in the market is definitely the recommended path.

8. Wi-Fi SYSTEM

8.1 Wi-Fi – Today's market

Higher Education campuses are one of the more intriguing and challenging locations. While in the past we had students with one device per student, we now see each student with 3 or 4 devices that are on the Wi-Fi network at the same time. While the number of devices has increased dramatically, the need for bandwidth has increased at a much faster rate.

Hearing the words "why is the wireless slow" is not uncommon today. If in the past we would record video on our phone with the development of the online apps such as Instagram, Tiktok, and

Snapchat (there are many more apps, these are just examples) the need to push the video from the phone to the cloud has increased the need for bandwidth by 100 times over compared to the growth of the devices.

In order to add to the need for growth, we can add the last factor in the need to update and that is the locations. We see the need for the bandwidth in many places but more so in areas where students are gathering for breaks and lunch. While the students are sitting, they make use of the bandwidth and see the greater need.

Classrooms are another location that Wi-Fi has a toll on the bandwidth. In today's world not having Wi-Fi in the classroom is somewhat debilitating for the students.

Each new Wi-Fi standard has brought significant improvements in performance, with the most recent, 802.11ac, offering an impressive maximum rate of 1.3Gbps. Unfortunately, these gains have not been enough to keep pace with demand,

The fundamental problems with Wi-Fi are that bandwidth is shared among endpoint devices, access points can have overlapping coverage areas, especially in dense deployments, and end-users can be moving between access points such as a college environment. Thousands of end-users attempting to stream video at the same time, the system loses efficiency, and performance suffers.

The good news is that 802.11ax promises improved performance, extended coverage, and longer battery life. 802.11ax can deliver a single stream at 3.5Gbps, and with new multiplexing technology borrowed from the world of LTE cellular, it can deliver four simultaneous streams to a single endpoint for a total theoretical bandwidth of an astounding 14Gbps.

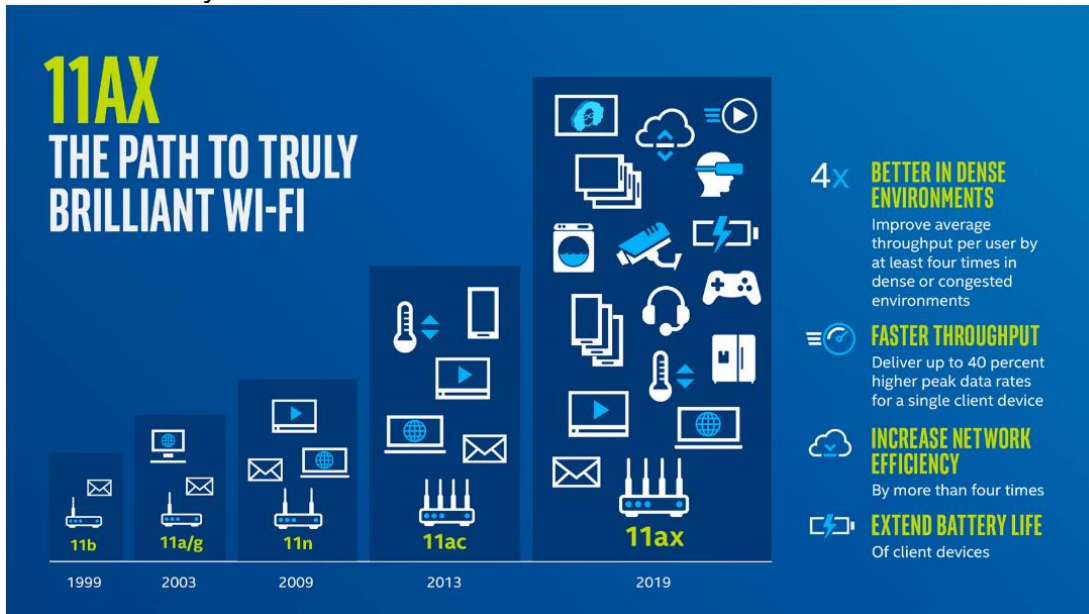
802.11ax, which is known as Wi-Fi 6 under a new naming convention, is designed specifically for high-density public environments, like CCRI. But it also will be beneficial in the Internet of Things (IoT) deployments in offices and classrooms that use bandwidth-hogging applications like videoconferencing.

Here's some of what Wi-Fi 6 is expected to accomplish:

- More overall bandwidth per user for ultra-HD and virtual reality streaming
- Support for more simultaneous streams of data with increased throughput
- More total spectrum (2.4GHz and 5GHz, eventually bands in 1GHz and 6GHz)
- Said spectrum split into more channels to enable more routes for communication
- Packets contain more data and networks can handle different data streams at once
- Improved performance (as much as 4x) at the maximum range of an access point
- Better performance/robustness in outdoor and multi-path (cluttered) environments
- Ability to offload wireless traffic from cellular networks where reception is poor

Technically, 802.11ax will have a single-user data rate that is 37% faster than 802.11ac, but what's more significant is that the updated specification will offer four times the throughput per user in crowded environments, as well as better power efficiency which should translate to a boost in device battery life.

Colleges that do not have the 802.11ax system installed will be moving toward this system as it will be becoming the standard for crowded locations. This is best described by the chart below:



8.1 Wi-Fi – Existing conditions

CCRI currently has 802.11AC system installed.

CCRI has 430 access points already deployed with another 70 units that are being planned to be deployed when the current coronavirus situation and personal on staff will allow.

When checking the connections of devices in the past (when students are on campus) we see an average of 15,000 devices connected with a peak of around 19,000 devices. At the same time, we must remember that these devices are having a high need for bandwidth as they are using the devices for video and music.

Although 802.11ac is what we have installed, the technology deployed has issues. Without getting into the technical terminology we do see issues that 802.11AC is creating. This is with the ability to connect to the gateways, the ability to support a limited transmission from four with 802.11ac to 8 as well as several other technologies, like trigger-based random access, dynamic fragmentation, and spatial frequency re-use, all aimed at improving efficiency.

Finally, 802.11ax introduces a technology called “target wake time” to improve wake and sleep efficiency on smartphones and other mobile devices. This technology is expected to make a significant improvement in battery life. This will become a major issue with more and more devices connected to the Wi-Fi.

When looking at the current coverage of the Wi-Fi in the classrooms and office area it is even more evident that the number of access points must be updated. While this report did not account for the design of a new Wi-Fi deployment, in the next phase one should be carried out.

8.1 Wi-Fi – Recommendations

The benefits of 802.11ax are vast and worth looking at the replacement of the existing technology from the 802.11ac to the 802.11ax.

Also, and not the least important, there is a need to evaluate the existing layout. With the need to improve (or in some cases implement) Wi-Fi at the classrooms and offices, the number of access points will most likely double from the existing 430 units.

During the study, one would also have to examine the classrooms and the office area to ensure that the coverage will address the need for bandwidth today and the growth of the IoT that is around the corner.

9. EMERGENCY NOTIFICATION SYSTEM – BLUE LIGHTS

9.1 MASS Notification System – Today’s market

Although not part of the current review, due to some problematic installs of the blue lights in the Lincoln facility and the recommendation to change the infrastructure and phone system, SOC would like to mention the mass notification system as it must be examined as part of the entire system.

With so many students, faculty, staff, and visitors spread across a wide area and engaging in a variety of activities, Mass Notification provides a simultaneous way to deliver critical safety information, at any time. Whether driving, working on a computer, walking to class, attending a sporting event (Dorms are also important but not in place at CCRI) it is critical to have the capability to deploy emergency communication that can reach everyone immediately. If warnings are sent and received in a staggered fashion, or if only part of the campus community is notified, the stage is set for rumors, high anxiety, and confusion. Officials must then contend with a significant information management challenge – correcting misinformation and controlling panic, which draws resources away from responding to and handling the actual emergency. Those responsible for communicating a warning on campus should have the best, most effective tools available to carry out their mission and provide a comprehensive, timely, and informative message to take protective action. The only way to accomplish this is by using all relevant methods of communications that gets the message out rapidly and simultaneously. A Mass Notification System (MNS) sends emergency alerts and instructions to cell phones, computer screens, landline phones, closed circuit TV screens, loudspeakers, and more. Prior to MNS, there was a heavy reliance on sirens, and radio and television broadcasts for emergency information.

Today’s electronic tools and instant connectivity offer many more options for rapid, mass notification. A comprehensive, multi-modal MNS includes a full range of communication modalities providing the ability to reach everyone at any time. This should include vehicles that actively interrupt as well as those that are more passive (e.g., a user must take action to access the information, as from a website, a text message, etc.). A multi-modal MNS includes visual warnings as well as audible warnings.

By connecting the various layers of messaging, those responsible for issuing the message can be assured that the whole campus is alerted at the same time. New technology allows campuses to build onto their current communications and information infrastructure, connecting additional modalities into a multilayer approach. This allows the ability for segmentation to specific groups and geographic location.

9.1 MASS Notification System – Existing conditions

Please note that SOC was not commissioned to examine the existing systems being used currently and the effectiveness but as we have found that the current systems are most working separately it is important for SOC to mention the need to examine the Mass notification system under the new redesign platforms.

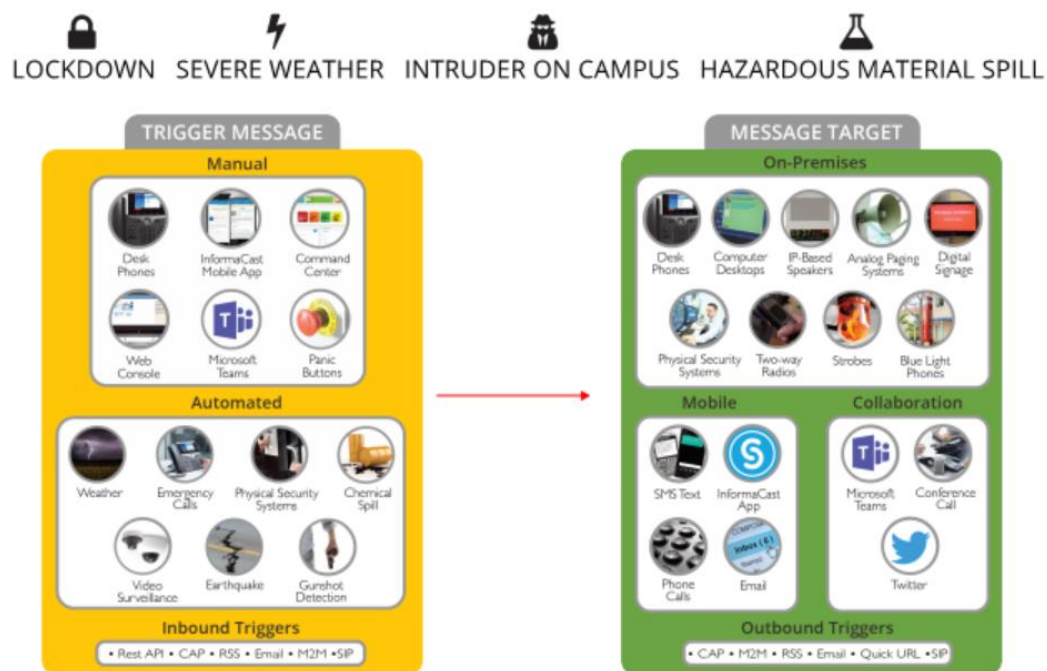
Currently while visiting the Lincoln facility it was obvious that some of the blue lights in the parking lot were installed incorrectly and a “cloud of white” is covering the cameras inside the pole.

Furthermore, while talking to the police staff on the campuses, it is clear that the emergency towers are not operating in tandem with the VMS and even some questions as to their operability.

9.1 MASS Notification System – Recommendations

As we have commented throughout the report, we will continue to discuss here the need to have the systems act as one. Not having the ability to tie the blue lights, the emergency notification system to the rest of the systems needs to be addressed.

Management during time of emergency is crucial. During the next phase of design, it will be a must to tie the systems in to the overall system and manage the emergency. Below is an example how generating an emergency will notify students and staff through the entire available means of notifications.



This also ties into the next chapter on phones. For example, using VoIP such as Microsoft Teams could generate calls to your office phone, text, and post to social media. This allows the students that are both on and off campus know about the emergency and if needed, avoid the area. The CCRI Newport facility has no blue lights and some must be installed at the different parking lots.

10. Phones – VoIP or IP

10.1 Phones – Today's market

The market today has 3 main technologies. Analog, IP and VoIP. The difference is not always clear and as a first step, we will explain the technology.

Analog is the old wire copper lines that we used to have in the past (see bates #L193, W301, W302, W303, W306, W394 & W431 for example). If you recall the old analog phones with push buttons that used sound or the dial phones, these used the old twisted pair technology to carry the audio.

Today we have IP and VoIP phones which are different technologies.

The terms “IP Telephony” and “VoIP” are often used interchangeably. But there is a difference between the two. Businesses are now using “IP Phone Systems” – sometimes called an IP PBX – that leverage the Internet Protocol to replace traditional phone systems in their offices. This does not necessarily mean the phone system is linked to the public Internet. An IP Phone System uses IP technology within the private data network in a single location, or across a private network to reach remote locations.

“VoIP” refers to using the public Internet to carry voice traffic. When VoIP came out a few years back, we were highly dependent on the quality of the service and call quality was compromised. However, over time as networks have improved, so has the call quality. When properly designed, voice quality over the public Internet can be as good as traditional phone lines.

Another difference is the need to have a server/hardware (sometime called gateway) to operate the system while VoIP counts on the cloud or the service provider for the infrastructure.

Needless to say, transformation to the VoIP has many advantages such as:

- Less hardware to support
- Open architecture which allows for 3rd party development. As an example, some of the programs allow you to receive faxes on your phone/cell phone through your VoIP services
- Working remotely is better served with VoIP. As a network device all you will have to do is unplug your phone from your office and plug it at home to continue and receive calls. (this is limited to the network design and programming available from IT)
- Cost – the VoIP is a lower than the regular phone lines needed with both IP and analog base.
- Notification systems in today's world are all driven by the ability to connect to cell phones and VoIP systems. This by far doesn't mean that IP phones cannot be connected but as they do have their own hardware special drivers are needed for each phone system.

As a note to emphasize the current market status, even fire alarms no longer use regular analog phone lines as the only means for backup.

10.1 Phones – Existing conditions

During the survey it was clear that there is a need to redesign the phone system. Currently we found that there are both IP and analog phones in use. For example, in the Lincoln facility's IT room there is the old analog system still on the wall and connected and using the cable trays, while the IP phone system's hardware is also located in the same IT room.

While trying to review the thousands of phone lines we have found that most are disconnected and cut, but some are still in use. Some of these lines are used for faxes, others are for emergency notifiers, and there were additional lines we could not account for.

We have seen in the market, (however, *not* suggesting that it is the same at CCRI), that much smaller locations have phone lines that they are paying for that are not being used. At points the bills have reached thousands of dollars a year for services that would be free with VoIP, such as incoming fax lines.

10.1 Phones – Recommendations

A redesign of the phone system is in need. Having multiple technologies for the same service is not recommended. As part of the redesign we would recommend reviewing the need of the college from the phone system and infrastructure. Part of the ability to unify the systems and have one system would also help to reduce the cabling currently running in and out of the IT rooms. Based on the survey, when the IP phone system was installed the analog twisted pair cabling was not removed. By eliminating the analog and IP phone system we will be able to also reduce the number of cables that are in the tray right now and free up real-estate from the old analog phone lines.

Another benefit of having a VoIP system is to allow for the automatic notification system that is currently deployed to integrate with the phone system.

There are other factors that will drive the replacement and one of the main drivers could be associated with cost. The saving can come from not only the phone lines cost but also from the reduction of the need for hardware and keeping them updated and serviced.

As an example, (we are not suggesting this product versus another product at this point, just using it as an example) using a software like Microsoft Teams will eliminate the need to have IP phones and analog phones will be eliminated and employees will be able to continue working from home as their Microsoft Teams will ring on their laptop so their number will continue to work.

11. Electrical

Equally as important as the technology in the equipment rooms are the electrical distribution systems that power them. Due to the sensitive nature and critical operation of network switches, servers and storage devices, it is of utmost importance that the facilities are equipped to handle power outages in a way that minimizes downtime. A power distribution system at each campus consisting of reliable emergency power generation, distributed circuitry and uninterruptible power supplies will ensure that critical equipment is protected at time of need, and will operate without downtime for years to come.

Evaluations of the existing campus electrical systems and recommendations for improvement in regards to the IT equipment power distribution have been included within this report.

11.1 ELECTRICAL EXISTING CONDITIONS

11.1.1 GENERAL

The existing electrical systems have been surveyed across the four campuses to determine the feasibility and potential means of powering all IT equipment rooms from a reliable standby power generation source. All four of the existing campuses are equipped with diesel generators, varying in size and age, which provide backup power to the facilities in the event of a power outage. All of the existing campuses currently use the generators to supply emergency/life safety systems and optional standby systems. Any proposed added IT loads MUST be part of the optional standby power system. The emergency systems must, by code, remain separate and only serve emergency lighting, fire alarm and other associated life safety systems.

Unless noted otherwise in the campus paragraphs below, none of the existing IT equipment rooms are currently on generator power and will lose complete functionality in the event of a power outage.

Additionally, unless noted otherwise below, none of the existing IT rooms contain any form of an uninterruptible power supply (UPS) system. Uninterruptible power supplies prevent any interruption in power during the time between a loss of building power and the activation of an on-site backup generator. UPS's are vital to preventing equipment reboots, loss of connectivity and network downtime.

11.1.2 NEWPORT CAMPUS

(1)- 125kw, 208/120V, 3 phase diesel generators are located at the north end of the building, along Coddington Highway. This generator was installed in 2003 as part of the original building construction. The generator has one single 500A feed to a distribution panel "MEDP", which in turn feeds the following:

100A feed to automatic transfer switch ATS-LS located in the main electrical service room, at the north end of the building. This ATS back feeds existing life safety systems and cannot be used for IT loads.

400A feed to automatic transfer switch ATS-EQ located in the main electrical service room, at the north end of the building. This ATS feeds existing optional standby loads throughout the building, including panel CP0A which is dedicated for the MDF. The receptacles in the IDFs throughout the building are not on generator power.

The IT equipment rooms in this building do not contain any form of UPS system.

11.1.3 WARWICK CAMPUS

(1)- 400kw, 480/277V, 3 phase diesel generator is located outside the main electrical room in the southwest corner of the building. This generator was installed in 2016 as part of a generator upgrade.

400A feed to ATS-1 located in the 2nd electrical service room, in the western area of the superstructure. This ATS backfeeds existing life safety systems and elevators and cannot be used for IT loads.

300A feed to ATS-2 located in the adjacent main electrical room. This ATS was installed with the intent to feed IT systems and currently has no load.

(1)- 175kw, 480/277V, 3 phase diesel generator is located outside the main electrical room in the southwest corner of the building. This generator was installed in 1999 as part of a major building renovation.

150A feed to 225A ATS located in the adjacent main electrical room. This ATS feeds adjacent panel "EDP", which in turn feeds normal lighting systems, elevators and the data center.

(1)- 45kw, 208/120V, 3 phase diesel generator is located inside the field house, on the 2nd floor. This generator is very old, original to the field house construction.

Panel "G", located in the 2nd floor electrical room, is powered from the field house generator.

The main data center for CCRI is located in the Warwick superstructure, on the second floor. The data center contains (2) 30kva, 208/120V, 3 phase centralized APC SMART-UPS units that feed all systems within the room. The UPS's are powered from panel EDP and the older 175kw generator via a 75kva step-down transformer in the adjacent electrical room. It should be noted that the transformer does not have (2) separate overcurrent protection devices for the UPS's, and installation is not code compliant.

11.1.4 PROVIDENCE CAMPUS

(1)- 275kw, 480/277V, 3 phase diesel generator is located at the south end of the building, near the chillers. This generator was installed in 2017 as part of a generator upgrade.

100A feed to ATS-E located in the main electrical service room, at the south end of the building. This ATS backfeeds existing life safety systems and cannot be used for IT loads.

400A feed to ATS-O located in the main electrical service room, at the south end of the building. This ATS feeds existing optional standby loads throughout the building, including panel OSP2 which feeds receptacles in the (3) IDFs on the west side of the building. The receptacles in the MDF and the east-building IDF are not on generator power.

The IT equipment rooms in this building do not contain any form of UPS system.

11.1.5 LINCOLN CAMPUS

(1)- 60kw, 480/277V, 3 phase diesel generator is located at the south end of the building (module #1). This generator was installed in 2012 as part of a generator upgrade.

30A feed to ATS-3E located in the Module #1 electrical service room, south side of building. This ATS backfeeds existing life safety systems and cannot be used for IT loads.

100A feed to ATS-3 located in the Module #1 electrical service room, south side of building. This ATS backfeeds existing optional standby systems such as sewer pumps and other HVAC loads. The ATS is to capacity and cannot be used for IT loads.

(1)- 400kw, 480/277V, 3 phase diesel generator is located at the northwest corner of the building (module #3). This generator was installed in 2012 as part of a generator upgrade.

30A feed to ATS-1E located in the Module #3 electrical service room, south side of building. This ATS backfeeds existing life safety systems and cannot be used for IT loads.

30A feed to ATS-2E located in the Module #2 electrical service room, center of building. This ATS backfeeds existing life safety systems and cannot be used for IT loads.

200A feed to ATS-1 located in the Module #3 electrical service room (north end of building) This ATS backfeeds existing optional standby systems such as elevators and kitchen refrigeration. The ATS is to capacity and cannot be used for IT loads.

125A feed to ATS-2 located in the Module #2 electrical service room (center of building). This ATS backfeeds existing optional standby systems, but appears to have minimal electrical loads. Exact loads are unclear, and it would not be advisable to feed IT loads from this ATS.

300A feed to ATS-IT located in the Module #2 electrical service room (center of building). This ATS was installed with the intent to feed IT systems and feeds a distribution panel "MDPIT" that currently has no load.

(1)- 800kw, 480/277V, 3 phase diesel generator is located outside the field house and provides backup power to the entire building.

The IT equipment rooms in this building do not contain any form of UPS system.

11.2 ELECTRICAL POINTS TO CONSIDER

11.2.1 GENERATOR POWER

In general, it is our recommendation that each IT equipment room and data center in all four campuses be powered using the newest generator set available on the associated campus. Typically, there is a single cost-effective method of best engineering practice to bring generator power to the IT equipment rooms, and this is the method listed below. In the case where different methods are available, multiple options are listed.

11.2.2 UNINTERUPPTIBLE POWER SUPPLY SYSTEM TYPES

To provide an uninterruptible source of power to the IT equipment, UPS systems are required at each of the campuses. In general, UPS systems are either distributed or centralized, with distributed systems consisting of multiple smaller units in each IT equipment room, and centralized systems consisting of a single larger unit that serves multiple rooms. Advantages and disadvantages of each system are listed below.

Distributed Systems Advantages:

- No dedicated UPS rooms are required
- Can utilize existing racks for mounting of units
- This is a standard design practice in educational facilities.
- Rack-mounted UPS's have built-in power distribution (i.e. multiple output receptacles). Additional PDU's will only be required in rooms with large amounts of equipment.
- Redundancy can be accomplished in each IT equipment room by adding more rack mounted UPS's. The added expense will not be nearly as costly as with a centralized system.

Distributed Systems Disadvantages:

- Multiple units must be maintained and monitored.
- Additional network connections are required for each UPS unit for monitoring.

Centralized Systems Advantages:

- Only one larger unit to maintain. No need to walk around to each IT equipment room for maintenance.
- More rack space available in IT rooms for equipment.

Centralized Systems Disadvantages:

- Dedicated UPS room will be required. This room will require a substantial amount of space for battery racks. This room will also require a dedicated larger cooling system, an emergency shut-off system, and humidity control.
- Redundancy can only be accomplished by adding a second centralized UPS, requiring more space, more cooling and more expense.

11.3 ELECTRICAL OPTIONS

11.3.1 NEWPORT CAMPUS

Proposed Generator Distribution

Basement:

MDF 009 – Panel “CP0A” in the MDF is already on generator power. Provide a second section “CP0B” for added branch circuits in proposed new IT rooms on floors above. Existing receptacles in the MDF are fed from CP0A and are of sufficient quantity and location. Keep this panel and all receptacles existing to remain.

First Floor:

Proposed IT room in back of lecture hall – Power from new sub-panel “CP0B” in MDF on floor below.

Second Floor:

No IT equipment rooms.

Attic:

Proposed IT room above library – Power from new sub-panel “CP0B” in MDF in basement below.

IDF 311 – Provide a new 100A, 208/120V, 3 phase panel in the attic for new circuits to the existing attic IDFs. Feed the new panel from 208V distribution panel “EQDP” in the main electrical room, which is on generator power.

IDF 312 – Power from new 208/120V panel in attic, same as IDF 311.

Additional Items:

All IT equipment rooms will have a dedicated split system air conditioning system, and an associated rooftop receptacle for servicing. Provide power to the outdoor air conditioning unit and receptacle from the same panelboard as the associated IT room equipment.

Proposed UPS Options

(Option 1) – Provide distributed UPS units in each IT equipment room.
Provide (10) 3kva UPS units, in the MDF.

In each IDF, Provide (2) 3kVA UPS Units per rack. This will allow for redundancy, taking advantage of equipment with dual power supplies. For the purposes of estimating, assume each IDF will have an average of (6) 3kVA UPS Units.

All distributed UPS units shall be located in the existing racks (or in new racks, in the case of a new/proposed IT room). All distributed UPS units shall have a networking card for system monitoring and remote management.

(Option 2) – Provide a centralized UPS system, located in the MDF room.
Provide a 75kVA, 120/208V, 3 phase central UPS.

Power the UPS from a 200A feed to existing generator distribution panel “EQDP”.

Provide a 200A, 120/208V, 3 phase distribution panel “UPSD” in the MDF powered from the load side of the UPS.

Backfeed panel CP0A in the MDF from UPSD and feed the new attic panel referenced above from UPSD.

11.3.2 WARWICK CAMPUS

Proposed Generator Distribution

The existing ATS-2 in the superstructure main electrical room does not have any load and can power the IT equipment throughout the building. Install a 480/277V, 300A, 3 phase distribution panelboard “ITDP” on the load side of ATS-2 in the main electrical room. Additionally, ATS-2 currently has no normal feeder. Provide a 300A feed from the existing switchboard in the room.

Basement:

IDF 0120 (southwest corner) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from ITDP.

IDF 0044 (north side) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from ITDP.

IDF 0246 and Main Telephone Service 0244 room (south side) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from ITDP.

First Floor:

Pass-through room 1142 (west side) – Provide a new 75kva transformer and 250A, 120/208V, 3 phase branch panel fed from ITDP. This panel will serve IDFs on the floors above, as they are stacked.

Pass-through room 1104 (center of building) – Provide a new 75kva transformer and 250A, 120/208V, 3 phase branch panel fed from ITDP. This panel will serve IDFs on the floors above, as they are stacked. This panel will also serve the AV equipment in the adjacent room.

IDF 1004 (east side) – Provide a new 75kva transformer and 250A, 120/208V, 3 phase branch panel fed from ITDP in a nearby area. This panel will serve this IDF and the IDFs on the floors above, as they are stacked.

Second Floor:

IDF 2117A (west side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 2103 (center of building) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 2004 (east side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

Data Center – see separate paragraph below.

Third Floor:

IDF 3100A (west side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 3111 (center of building) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 3004 (east side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

Fourth Floor:

IDF 4100 (west side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 4004 (east side) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

Fifth Floor:

No IT equipment rooms.

Sixth Floor:

IDF 6042 (west side) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from ITDP, due to distances from main electrical room.

IDF 6210 (center of building) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from ITDP, due to distances from main electrical room.

Round Building:

IDF 0572 (first floor) - Provide a new 75kva transformer and 250A, 120/208V, 3 phase branch panel fed from ITDP. This panel will serve this IDF all other equipment rooms in the Round building on floors above.

AV closet 1506 (second floor) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

IDF 5564 (fifth floor) – Provide a new 60A, 120/208V branch panel powered from the stacked distribution panel on the first floor.

Field House:

(Option 1) – Replace existing generator with a new 80kw, 120/208V, 3 phase generators located outside the building on a concrete pad. Include a new 200A/3P automatic transfer switch in the existing electrical room on the 2nd floor with connections to the existing switchboard. Include a new 120/208V, 200A, 3 phase generator distribution panel. Provide new branch circuits to the IT equipment in the electrical room from the generator distribution panel, and backfeed the existing generator panel “G” from this distribution panel.

(Option 2) – Provide new branch circuits to the IT equipment from the existing generator panel “G” in the same room.

Data Center:

Provide a new 75kva step-down transformer fed from ITDP. Provide (2) new 100A/3P enclosed circuit breakers on the secondary side of the transformer. These breakers shall backfeed the (2) existing UPS’s in the data center.

Provide a new 75kva step-down transformer fed from ITDP. Provide (2) new 100A/3P enclosed circuit breakers on the secondary side of the transformer. These breakers shall feed the (2) new UPS’s in the data center.

Additional Items:

All IT equipment rooms will have a dedicated split system air conditioning system, and an associated rooftop receptacle for servicing. Provide power to the outdoor air conditioning unit and receptacle from the same panelboard as the associated IT room equipment.

Proposed UPS Options

(Option 1) – Provide distributed UPS units in each IT equipment room.

In each IDF, Provide (2) 3kVA UPS Units per rack. This will allow for redundancy, taking advantage of equipment with dual power supplies. For the purposes of estimating, assume each IDF will have an average of (6) 3kVA UPS Units.

All distributed UPS units shall be located in the existing racks (or in new racks, in the case of a new/proposed IT room). All distributed UPS units shall have a networking card for system monitoring and remote management.

(Option 2) – Provide a centralized UPS system.

Provide a new 250kVA, 480/277V, 3 phase central UPS located adjacent to the main electrical room for the superstructure.

Power the new UPS from a 300A feed to existing ATS-2.
ITDP referenced above shall be fed from the UPS.

Data Center

Existing (2) 30kVA UPS's shall remain and shall be backfed from the new transformer referenced above.

Provide (2) new 30kVA UPS's for future expansion, fed from the new transformer referenced above. Additionally, provide (2) new 100A, 120/208V, 3 phase panelboards fed from the new UPS's in the data center.

Field House

Under both options, provide (2) 3kva distributed UPS units for the IT equipment in the field house.

11.3.3 PROVIDENCE CAMPUS

Proposed Generator Distribution

First Floor:

MDF 1177A – Provide a new 100A, 120/208V, 3 phase panelboard in the main electrical room fed from existing distribution panel “MDPLE”, which is on generator power (via ATS-O).

IDF 1161A (east side of building) – As this room is very close to the MDF and the main electrical room, feed new branch circuits from the same new panelboard as the MDF referenced above.

IDF 1127 (center of building) – This IDF contains (2) existing receptacles fed from panelboard “OSP2”, which is on generator power located in the center of the building on the first floor. Add (2) more circuits to this room from OSP2.

IDF 1219 (northwest corner of building) – This IDF contains (2) existing receptacles fed from panelboard “OSP2”, which is on generator power located in the center of the building on the first floor. Add (2) more circuits to this room from OSP2.

Second Floor:

IDF 2313 (northwest corner of building) – This IDF contains (2) existing receptacles fed from panelboard “OSP2”, which is on generator power located in the center of the building on the first floor. Add (2) more circuits to this room from OSP2.

Additional Items:

All IT equipment rooms will have a dedicated split system air conditioning system, and an associated rooftop receptacle for servicing. Provide power to the outdoor air conditioning unit and receptacle from the same panelboard as the associated IT room equipment.

Proposed UPS Options

(Option 1) – Provide distributed UPS units in each IT equipment room.

Provide (10) 3kva UPS units, in the MDF.

In each IDF, Provide (2) 3kVA UPS Units per rack. This will allow for redundancy, taking advantage of equipment with dual power supplies. For the purposes of estimating, assume each IDF will have an average of (6) 3kVA UPS Units.

All distributed UPS units shall be located in the existing racks (or in new racks, in the case of a new/proposed IT room). All distributed UPS units shall have a networking card for system monitoring and remote management.

(Option 2) – Provide a centralized UPS system, located in the MDF room.
Provide a 75kVA, 120/208V, 3 phase central UPS.

Power the UPS from a 200A feed to existing generator distribution panel “MDPLE”.

Provide a 200A, 120/208V, 3 phase distribution panel “UPS1” in the MDF powered from the load side of the UPS.

Provide a 100A, 120/208V, 3 phase sub-panel “UPS2” located in the center of the building near OSP2 powered from UPS1.

Provide new circuits to MDF 1177A and IDF 1161A from USP1 in lieu of generator panel referenced above.

Provide new circuits to IDFs 1127, 1219 and 2313 from UPS2 in lieu of existing panel OSP2 referenced above.

11.3.4 LINCOLN CAMPUS

Proposed Generator Distribution

The existing ATS-IT and associated 400A, 480/277V 3 phase distribution panel “MDPIT” in Module #2 main electrical room does not have any load and can power the IT equipment throughout the building.

Basement:

MDF 2011 (module 2) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT.

IDF 2020 (module 3) – Provide nearby 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT.

First Floor:

IDF 1450 (module 1, north) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

IDF 1150 (module 1, south) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

IDF 2450 (module 2, north) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

IDF 2150 (module 2, south) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

PA System location (center of mod 2) – Provide new branch circuits from 120/208V panel serving IDF 2450.

IDF 3450 (module 3, north) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

IDF 3150 (module 3, south) – Provide a new 45kva transformer and 100A, 120/208V, 3 phase branch panel fed from MDPIT. This panel will serve the IDF on the floor above, as they are stacked.

Second Floor:

Pass Through 1850 (module 1, north) – This will become a proposed IDF. Provide 60A, 120/208V, 3 phase panelboard fed from new panel on floor below.

Pass Through 1550 (module 1, south) – This will become a proposed IDF. Provide 60A, 120/208V, 3 phase panelboard fed from new panel on floor below.

IDF 2850 (module 2, north) – Provide 60A, 120/208V, 3 phase panelboard fed from new panel on floor below.

IDF 2550 (module 2, south) – Provide 60A, 120/208V, 3 phase panelboard fed from new panel on floor below.

Note that pass-throughs 3850 and 3550 in Module 3 are not intended to become IDFs and do not require generator power.

Field House:

IDF 0017 – The entire field house is already on generator power, including receptacles in this IDF. No changes are required.

Additional Items:

All IT equipment rooms will have a dedicated split system air conditioning system, and an associated rooftop receptacle for servicing. Provide power to the outdoor air conditioning unit and receptacle from the same panelboard as the associated IT room equipment.

Proposed UPS Options

(Option 1) – Provide distributed UPS units in each IT equipment room. Provide (10) 3kva UPS units, in the MDF.

In each IDF, Provide (2) 3kVA UPS Units per rack. This will allow for redundancy, taking advantage of equipment with dual power supplies. For the purposes of estimating, assume each IDF will have an average of (6) 3kVA UPS Units.

All distributed UPS units shall be located in the existing racks (or in new racks, in the case of a new/proposed IT room). All distributed UPS units shall have a networking card for system monitoring and remote management.

(Option 2) – Provide a centralized UPS system.

Provide a new 200kVA, 480/277V, 3 phase central UPS located adjacent to the main electrical room for Module #2.

Power the new UPS from a 300A feed to existing ATS-IT.

MDPIT referenced above shall be backfed from the UPS.

Field House (no options)

Under both options, provide (2) 3kva distributed UPS units for the IT equipment in the field house.

11.4 ELECTRICAL RECOMMENDED REPLACEMENT OPTION

11.4.1 GENERAL

Recommendations listed below only apply to the options listed in the previous paragraph. In regards to generator distribution systems where no options are listed, it is our recommendation to provide the systems referenced above.

In general, our recommended replacement options reflect common installations in educational facilities of a similar size.

11.4.2 NEWPORT CAMPUS

For the proposed UPS system, we recommend **Option #1, distributed UPS units**. Rack mounted UPS units with network monitoring cards are a common installation in educational occupancies. Multiple rack-mounted units can provide redundancy at the power supply level, and do not require any added floor space.

11.4.3 WARWICK CAMPUS

For the field house generator, we recommend **Option #1, provide a new exterior generator**. The existing indoor installation is not to code, and the generator is past its useful life. To ensure maximum system reliability, a new generator is required.

For the proposed UPS system, we recommend **Option #1, distributed UPS units**. Rack mounted UPS units with network monitoring cards are a common installation in educational occupancies. Multiple rack-mounted units can provide redundancy at the power supply level, and do not require any added floor space.

11.4.4 PROVIDENCE CAMPUS

For the proposed UPS system, we recommend **Option #1, distributed UPS units**. Rack mounted UPS units with network monitoring cards are a common installation in educational occupancies. Multiple rack-mounted units can provide redundancy at the power supply level, and do not require any added floor space.

11.4.5 LINCOLN CAMPUS

For the proposed UPS system, we recommend **Option #1, distributed UPS units**. Rack mounted UPS units with network monitoring cards are a common installation in educational occupancies. Multiple rack-mounted units can provide redundancy at the power supply level, and do not require any added floor space.

12 HVAC

For each of the IT rooms, cooling systems should be considered. Although many of the IT rooms currently are ventilated only and the room temperatures are not objectionable, consolidation of IT equipment and future addition of equipment should be anticipated.

Evaluations of the existing campus HVAC systems and recommendations for improvement in regards to the IT equipment closets have been included within this report.

12.1 HVAC EXISTING CONDITIONS

12.1.1 GENERAL

The existing HVAC systems as they relate to the IT closets/rooms have been surveyed across the four campuses to determine the feasibility and potential means of cooling all IT equipment rooms.

MDF rooms with servers require cooling within the room. The MDF rooms surveyed either have permanent or temporary cooling provisions or no provisions at all. The IDF rooms in general have ventilation but no cooling. The IDF rooms surveyed were not objectionably hot and at the time of survey fell in the acceptable cooling range as described in ASHRAE between 64 degrees to 81 degrees. There are a few things to consider when understanding the optimum temperature range for an IT room.

Typically, keeping an IT room at the low end of this range is not necessary. Although lower temperatures can increase the life of electronics over time, the expense of energy to constantly cool rooms to these lower limits is unnecessary.

Too high of a temperature in this range can limit the response time if there is a failure with the HVAC system as well.

Most of the IT rooms throughout the campuses do not contain any mechanical cooling. Adding cooling to every IT room should be considered if expansion of tele/data services within the building are expected in the future

12.1.2 NEWPORT CAMPUS

The main IT room (MDF) contains two 3-ton, ceiling mounted split systems with remote condensing units. These units were installed in 2017. This system should remain in place without any modifications necessary.

The two existing IDF rooms currently have no ventilation or cooling in the rooms. A 1-ton split system with low ambient cooling is recommended for each IDF room existing or new.

12.1.3 WARWICK CAMPUS

The main IT room (MDF) is set up as a data center with a raised floor with under floor air distribution. The cooling system consists of one downflow CRAC unit served with chilled water off the building's chiller system. This unit also includes a humidifier. There is only one unit in place. There is no backup unit in the system.

We recommend a new dedicated cooling system for this room. The existing raised floor distribution system could be reused with the addition of at least two downflow CRAC units with humidification control and leak detection. The units would be served by a set of dry coolers outdoors. This system would be controlled by a central control system to balance the downflow units. Utilizing two units provides redundancy. Connecting to split outdoor condensers, in lieu of connecting to campus chilled water, will provide independence and separation from the campus system.

The existing IDF rooms currently have minimal ventilation and no cooling with the exception of the ground level round building which is cooled from a terminal unit in the room fed from the chilled water loop on local controls. A 1-ton split system with low ambient cooling is recommended for each IDF room existing or new.

12.1.4 PROVIDENCE CAMPUS

The main IT room (MDF) contains a single heating only fan coil unit with supply and return grills dedicated to the room. This room will be required to have year-round cooling in order to ensure keeping proper temperature range for the equipment. We propose a new split system with indoor units paired with outdoor condenser(s). Units shall have low ambient kits for year-round cooling capability.

The existing IDF rooms currently have no cooling in the rooms. A 1-ton split system with low ambient cooling is recommended for each IDF room existing or new.

12.1.5 LINCOLN CAMPUS

The main IT room (MDF) contains temporary cooling units and several temporary fans to help cool the equipment. These temporary measures should be removed and a new dedicated split system should be provided for the room. We propose a new split system with indoor units paired with outdoor condenser(s). Units shall have low ambient kits for year-round cooling capability.

The existing IDF rooms currently have cooling in the rooms. A 1-ton split system with low ambient cooling is recommended for each IDF room existing or new.

13 **Fire Protection**

For each of the IT rooms in all campuses, fire protection is already provided. All rooms receive wet sprinkler heads and meet NFPA 13 coverage. For all new proposed rooms, sprinkler coverage shall be extended into the rooms in accordance with NFPA 13 requirements.

The one exception is the data center in the Warwick campus. This room is currently served by a Halon system. This system has reached its end of useful life and a new dry chemical system such as an Inergen system should be considered with associated controls and fire alarm integration.

14 Budget

As we established the budgets for the noted points above it is important that we keep the following points in mind.

- The budgets that are mentioned below in this section are all budgetary numbers. In order to meet the technology budgeting, we have to take some assumptions and generalizations. A full design of the systems will be needed in order to have more precise numbers.
- Each section will have specific notifications and assumptions made in order to come up with the budgetary numbers
- The budgets include labor rates for the summer of 2020. During the coronavirus work has been put on hold and during the time we are writing this report, the labor market is favoring CCRI for lower cost.

Section 4 – infrastructure

in order to price this section, we have looked at the cost per connected device. We had to estimate the price per connection to include also removal of existing cables and to also remove old cables such as analog and twisted pair.

We have found that the best was to budget the replacements of cables is per connection. CCRI has over 10,000 overall connections currently which include CAT6, CAT5 and analog.

We also estimated the total amount of trays that we recommend to be replaced (please see Chapter 4 for details).

Cabling pricing will include:

- Replacement of all cables to CAT6A
- Replacement of all patch cables
- Removal of all existing cables
- Removal of all analog and old twisted pair cables

Trays relocations

- Removal of existing trays
- Install of new trays

Item	Price Per Unit (PPU)	Total Units	Total Price
Replacement to CAT6A	\$750 per connection	8,300 connection (IT) + 1,500 phone	\$6,225,000
Relocate and replace trays	\$1000 per foot	1000 Feet	\$1,000,000
2 new IT rooms	\$40,000	2	\$80,000
Total for infrastructure Section			\$7,305,000

Section 5 – Access Control

looking at a budget for the change of access control the best way to look at the price is per card reader and wireless lock that will be connected to the system.

It is important to mention that all the current card readers, wireless locks and credentials (existing FOBs and access cards) will continue to work and do not need replacing.

Price will include:

- All needed hardware (servers) to ensure operational access control
- Replacement of the access control boards and power supplies for the industry standard (see section 5 above)

- All licenses are included for a working solution.

Item	Price Per Unit (PPU)	Total Units	Total Price
License for card reader	\$ 500 Per card reader	500 card reader	\$25,000
License for wireless lock	\$ 250 per wireless lock	500 wireless locks	\$125,000
Active directory, Card holder sync, mobile access from remote devices	Price is for all licenses	\$15,000	\$15,000
Server for CCRI – all campuses including software	\$20,000	20,000	\$20,000
Total for access control			\$185,000

It is important to note for both access control and video that the systems suggested have numerous options to add as licenses. We will further need to establish the requirements of CCRI in order to define exactly what options should be implemented. That will be carried out during the design phase.

Section 6 – storage

Storage cost will be part of the VMS cost detailed in Section 7 cost.

Section 7 - VMS

Item	Price Per Unit (PPU)	Total Units	Total Price
Server per campus	\$25,000	4	\$100,000
Back up and redundant servers	\$25,000	2	\$50,000
Camera license	\$250	440	\$110,000
Mobile licenses	\$2,500	4	\$10,000
Blue Light integration	\$250 per light	20	\$5,000
HIC			\$150,000
Cameras - Additions	\$400	100	\$40,000
Total for VMS			\$465,000

It is important to note:

- Both access control and video that the systems suggested have numerous options to add as licenses. We will further need to establish the requirements of CCRI in order to define exactly what options should be implemented. That will be carried out during the design phase.
- Camera licenses have an annual cost of \$25 per camera per year to keep the software updated with the latest features.

Section 8 – Wi-Fi

Item	Price Per Unit (PPU)	Total Units	Total Price
WAP – 802.11ax	\$2,200	800	\$1,760,000
License			\$ 500,000
Total for Wi-Fi			\$2,360,000

It is important to note:

- Moving to the new technology of 802.11ax needs to have a full system design. The current 802.11ac is a single mode solution while the 802.11ax is a multimode solution. Unless we do a full design, we have to account for a full the WAP (Wireless Access Point) replacement in order to make sure that we cover all WAPs.
- Price includes install and replacement of the current WAPs

Section 10 – VoIP

Pricing the solution for the VoIP requires a better definition of the suggested solution. Today, using any technology but VoIP does not make any financial and practical sense.

Without having a better definition and plan for the use by each user at CCRI, we will have to look at cost per unit with and without an actual phone unit.

Especially during the coronavirus epidemic and the move to more people working from home, having a VoIP will allow them to be anywhere and answer calls coming to the office from where they are. That could be either via their computers or cell phones based on IT's procedures.

Item	Price Per Unit (PPU)	Total Units	Total Price
End Point no phone	\$25 Per month per user	1,500	\$37,500 Per Month
End Point with phone	\$30 per month per user	1,500	\$45,000 Per Month
Server	\$10,000	1 for CCRI	\$10,000 Per Month
Total for VoIP			\$275,000 Per Month

Section	Description	Total Price	
Section 4	Infrastructure	\$ 7,305,000	
Section 5	Access Control	\$ 185,000	
Section 7	VMS	\$ 465,000	
Section 8	Wi-Fi	\$ 2,360,000	
Section 10	VoIP	Monthly prices and options	
Section 11	Electrical	\$ 1,700,000	
Section 12	HVAC	\$ 700,000	
Section 13	Fire Protection	\$ 70,000	
Total Expected Cost Infrastructure (including Wi-Fi)		\$12,135,000	
Total Expected Cost IT (access control and video management)		\$650,000	

PLEASE NOTE: THE ABOVE IS AN ORDER OF MAGNITUDE OPINION OF COSTS. COSTS DO NOT INCLUDE CONTINGENCY OR GENERAL CONDITIONS. MORE DETAILED ESTIAMTES SHOULD BE PURSUED WHEN DESIGN DOCUMENTS ARE BEING DEVELOPED.

15 CONCLUSIONS & PRIORITIZATION OF IMPROVEMENTS

After several on-site walkthroughs, analysis of existing conditions, software and equipment, and review meetings with representatives from the CGA we have concluded that the overall condition of the low voltage and security systems throughout your campus requires several areas of improvement. In coordination with your office, we have prioritized the areas of improvements into three categories based upon their inherent risks to both the facilities and its occupants:

- 1. High Risk – areas of improvement that should be addressed expeditiously to mitigate current and future security risks and infrastructure needs related to access control and monitoring, eliminate areas of access exposure, and improve the daily operation, function, and reliability of the system. Temporary provisions can be made as a stop-gap measure; however, immediate implementation of recommended solutions is strongly encouraged.
- 2. Moderate Risk – related areas of improvement to the high-risk category that in some cases offer inherent value if they are completed together. The identified areas for improvement will align CCRI with industry-accepted standards.
- 3. Low Risk – areas identified for improvement that will enhance the overall continuity of the security of the facility. This includes upgrades, or enhancements, to systems that may already be in place, additional features, and increased functionality to improve overall performance.

It is not easy to clarify the sections based on risks as these are all tied together. CCRI should be looking at all the sections above as a much-needed updates and at the highest priority to replace.

It is recommended that the 3D rendering will become the new platform for CCRI. Having the #D drawings will improve the ability to manage the platforms better and reduce costs in the future.

END OF DOCUMENT

Exhibit B

Network Cabling Standards & Specifications



COMMUNITY
COLLEGE

OF RHODE ISLAND

Information & Technology
Services

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1. INTRODUCTION AND BACKGROUND

A. About Community College of Rhode Island

The Community College of Rhode Island is the state's only public comprehensive associate degree-granting institution. We provide affordable open access to higher education at locations throughout the state. Our primary mission is to offer recent high school graduates and returning adults the opportunity to acquire the knowledge and skills necessary for intellectual, professional and personal growth through an array of academic, career and lifelong learning programs. We meet the wide-ranging educational needs of our diverse student population, building on our rich tradition of excellence in teaching and our dedication to all students with the ability and motivation to succeed. We set high academic standards necessary for transfer and career success, champion diversity, respond to community needs, and contribute to our state's economic development and the region's workforce.

B. Sponsor

The Information Technology Services-ITS Departments goal is to enhance and support the educational mission of Community College of Rhode Island by providing the most comprehensive and industry leading network infrastructure solutions. Community College of Rhode Island shall deploy cutting edge wireless and network infrastructure technologies utilizing enhanced CAT6, CAT6A and fiber optic cabling infrastructures. The robust technology infrastructures shall lay the foundation on how the University community connects, collaborates, learns and teaches into the future.

C. Objective

The objective of this document is to provide minimum standards and guidelines for the deployment of certified network infrastructure solutions. This document shall be the baseline for which Architects, Engineers and Certified Installers can design, engineer and install University's certified network infrastructure solutions. Community College of Rhode Island has standardized on infrastructure technologies, manufacturers and certified installers as identified and described within.

2. INSTALLATION GUIDELINES

All work performed at Community College of Rhode Island or on projects shall be installed in accordance with but are not limited to the following codes and standards and their latest versions.

- a) Building Industry Consulting Service International (BICSI)
- b) American National Standards Institute (ANSI)/Telecommunications Industry Association (TIA), ANSI/TIA 568C
- c) Telecommunications Industry Association TIA-569
- d) Telecommunications Industry Association TIA-606-B Administration Standard for Telecommunications Infrastructures
- e) Telecommunications Industry Association TIA-607-B Grounding & Bonding

- f) Telecommunications Industry Association TIA-758-B Customer Owned Outside Plant Telecommunications Infrastructure Standard
- g) National Electrical Safety Code NESC
- h) National Electric Code NEC
- i) National Fire Protection Agency NFPA 70
- j) OSHA Regulations
- k) State and Local codes and guidelines.

3. CABLE PATHWAYS & CLOSETS

- a) Form the cables as to closely paralleled walls for support and in conduit, on Wyr-Grid, cable tray and or support hangers.
- b) 1" EMT Conduits shall be the minimum size installed with a 4 square deep box and single gang plaster ring for all Category 6 and up. Proper fill ratios shall be adhered to, and additional conduits shall be required to support additional cables.
- c) Designs shall maintain 40% fill ratios for all raceway systems including conduit sleeves.
- d) Install 12" cable slack at the station and 10' in telecommunications rooms as required. The slack shall be neatly installed utilizing Hook & Loop wraps. **(Coordinate with Network Engineer for final determination.)**
- e) Install 12" cable slack for all wireless station drop locations. **(Coordinate with Network Engineer for final determination.)**
- f) Wireless drop locations shall have 1-CAT6A cable installed per access point.
- g) Install 15' service loop at each point of termination in neatly coiled bundles for all outside and inside plant fiber optic cables.
- h) Install conduit pull strings as spares for all fiber optic inter and intra building cabling installs.
- i) Install 75' service loop at each manhole and or hand hole for all outside plant fiber optic cables.
- j) Install non corrosive nonmetallic cable supports in all manholes and hand holes to support all cable slack coils.
- k) Install 4" sleeves with Arlington plastic terminators with proper bend radius protection to accommodate all telecommunications cabling. The sleeves shall be sized to accommodate a 40% fill ratio. The Contractor shall install QTY 2 spare 4" sleeve per telecommunications room. **(Coordinate with Network Engineer for final determination.)**

- l) Install all racking and support structures according to standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and segregation of different cable types.
- m) Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry-accepted practices of good workmanship.
- n) TR & MC's shall be sized according to EIA/TIA standards. Sizing of these spaces are critical to the provisioning of all network, communications, access control, security and emergency services. Coordinate equipment room sizes with Information Technology Services to ensure standards are met.
- o) Data Centers, MC & TR's shall have the appropriate cooling system installed to properly dissipate the equipment heat loads. Power over Ethernet standards keep evolving with greater wattage requirements growing. Coordinate all BTU loads with the owner to determine the appropriate sized cooling system with 40% growth.
- p) MC & TR's shall have a single 20 amp convenience outlet installed on each wall within the closet. Each data rack and or cabinet shall have a dedicated 20 amp and 30 amp circuit installed unless otherwise noted. Coordinate all circuit sizing, plug types and locations with Information Technology Services to ensure standards are met. Install dedicated sub panel in each TR or MC that is tied to emergency power to facilitate moves adds and changes within the closet. These panels shall services the space and no other circuits are allowed on the panels.

4. MANUFACTURE SUBSTITUTION POLICY

Community College of Rhode Island has specified Panduit & General Cable products and solutions as a no manufacture substitute. As such, substitution of the Panduit, General Cable Systems specified shall not be allowed unless otherwise noted. Contractor shall assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

5. INFRASTRUCTURE HARDWARE

The Contractor shall furnish and install all of the infrastructure hardware listed below. The installations shall include all parts and pieces of hardware not listed necessary to complete the installation per the manufactures recommendations and guidelines.

- a) **Wyr-Grid:** For a standard install use a Panduit 18" minimum Wyr-Grid solution part number [WG18BL10](#) with 4" minimum side walls part number [WGSDWL4BL](#) installed at 4' intervals. The Wyr-Grid shall be installed around the perimeter of the Telecommunications Rooms and directly over the equipment racks. All cables that exit the Wyr-Grid shall have waterfalls installed. Wyr-Grid shall be installed from the floor to ceiling to support cabling between floors. The Contractor shall install all Wyr-Grid splice connectors, support brackets, intersection bend radius controls in accordance with the manufactures recommendations. The system shall be grounded and bonded as required by code and standards. For side and smaller pathways a smaller width unit may be used.
- b) **Stronghold:** In suspended ceiling areas the cables shall be installed using Panduit's Stronghold J-Pro part number example [JP2W-L20](#) and or J-Mod communications support hangers. The hangers shall be installed per industry standard fill ratios and utilizing Panduit hook and loop cable ties.
- c) **Vertical Wire Managers:** All Racks should have a Vertical cable management already installed. [WMPVHC45E](#) and [WMPV45E](#) are the CCRI standards one will be chosen depending on the density of the application.

- d) **Horizontal Wire Mangers:** Install Panduit part number wire managers at the top and middle of each rack installed. [NM3](#) and [NCMH2](#) are the CCRI standards one will be chosen depending on the density of the application.
- e) **Troughs:** Install Panduit part number [CMUT19](#) metal troughs at the bottom of each 4 post rack. This may be substituted as agreed upon by the CCRI networking.
- f) **Racks:** Install Panduit part number [R4P](#) four post racks and [R2P6S](#) two post racks.
- g) **Fiber Runner:** Panduit's Fiber Runner solutions part number example FR12X4 shall be installed within the data center environments or large IT closets where fiber Plug & Play and large volume of cross fiber patching applications are required.
- h) **Cabinets:** EMC shall be used within the data center or large IT closets as required. 45 RU with 800mm depth minimum requirements. Panduit cool boots shall be used to seal all entry's into and out of the cabinets. Toolless blanking panels and shades shall be installed where required. Vertical ducting solutions and Universal Containment Solutions shall also be considered when designing or renovating a data center or large IT closet.
- i) **Power Distribution Units-PDU:** Install Panduit vertical 20 amp, single phase 120V PDU part number [CMRPSH15](#)** per installed rack. Coordinate power and plug type requirements with owner.
- j) **Wireless Enclosures:** Oberon enclosures [1024-00](#) and mounts [1011-00](#) shall be used for the Wireless Access point mounting solutions were applicable.

6. LABELING

- a) All category station cables shall be labeled 6" from the point of termination at both ends of the Category 6E & CAT6A cable installations. Panduit Self Laminating [Turn-Tell](#) wrap around labels or equivalent shall be used.
- b) Contractor shall, wherever possible pre-print labels using Panduit Easy-Mark software and laser jet printer.
- c) The Panduit PanTher ([LS8EQ](#)) hand-held thermal transfer printer shall be used on site to print labels that were unanticipated, or that become damaged in application.
- d) The labeling strategy shall, at a minimum, clearly identify all components of the system: racks, cables, panels, modules, outlets, grounding, pathways and spaces like telecommunications rooms.
- e) Racks and patch panels shall be labeled to identify the location within the cable system infrastructure.
- f) All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the preapproved labeling scheme.
- g) All label printing will be machine generated by either Panduit hand-held labeling systems, desktop labeling systems or computer generated using programs and materials built specifically for communications labeling.
- h) Hand written labels will not be accepted and must be remedied at Contractors expense.

- i) Cabling system labels shall utilize materials designed to outlast the cabling elements to which they attach. Office quality labels will not be accepted.
- j) Panduit labels outlets, patch panels and wiring blocks labels shall be installed on, or in, the space provided on the device.
- k) Panduit machine-generated labels shall be installed behind the clear lens or cover on any device that provides such an option.
- l) All labels shall be permanently affixed to installed cables, patch panels, racks, cabinets, faceplates, grounding wires and busbars, and enclosures.
- m) Panduit labels shall be placed in a position that insures ease or visibility. Labels shall not be altered or affixed to equipment, cable or hardware that is not intended or recommended by Panduit.
- n) Backbone cabling installed in conduits the cover plates shall be labeled indicating Fiber Optic Cable Panduit part number [PCV-FOCBY](#) and Telephone Panduit part number [PCV-TELEBY](#).
- o) Inter-building fiber optic cables shall be labeled in each manhole and or handhole 12” entering and existing the manhole or handhole. The cables shall be clearly marked and affixed utilizing Panduit part number [M300X050Y6C](#).
- p) All backbone cables shall be labeled 12” from the point of entry into a termination block or patch panel utilizing Panduit part number [M300X050Y6C](#).
- q) All cabling added to existing “legacy” installations shall follow the labeling convention in place at that location.
- r) All labeling of installed cabling in new (Greenfield) projects shall satisfy all requirements of TIA 606-B, or modified as required by the Community College of Rhode Island. **All final labeling schemes shall be approved by the owner prior to installation.**
- s) See appendices B for examples and CCRI Labeling standard schema.

7. GROUNDING & BONDING

The Contractor shall ground and bond all installed system components per the manufactures recommendations.

- a) The Telecommunications bonding backbone shall be General Cable insulated copper #6 AWG copper ground wire or an approved equal. **(Electrical Engineer needs to design the feed to the main electrode and ground to the MC)**
- b) Panduit two-hole, long barrel copper compression lugs for grounding conductors shall be color coded barrel. Utilize the Panduit proper grounding crimp tool to complete the installation.
- c) Telecommunications TR Grounding Busbar TGB shall be Panduit part number [GB2B0306TPI-1](#) with busbar label kit part number [LTYK](#).

- d) Telecommunications MC Grounding Busbar TMGB shall be Panduit part number [GB4B0624TPI-1](#) with busbar label kit part number [LTYK](#)
- e) Wyr-Grid solution shall be grounded and bonded utilizing only approved manufactures components.

8. FIRESTOPPING

- a) The Contractor shall firestop all penetrations to maintain the same flame rating as the structure. Firestop all conduits sleeves, tray openings as required by utilizing UL listed 3M, Hilti or and approved equal manufactures products.
- b) Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.
- c) Interior conduit openings shall be fire stopped utilizing putties.
- d) All exterior conduits shall be fire stopped. Foam sealants are not permitted.

9. COPPER CABLE & HARDWARE

- a) Wireless drop wiring shall be General Cable **Green** Category 6A Plenum cable part number [7141853](#).
- b) Standard data drop wiring shall be General Cable **Blue** Category 6A Plenum cable part number [7141849](#)
- c) Security door access control system data wiring shall be General Cable **Red** Category 6A Plenum cable part number [7141854](#)
- d) Video camera surveillance system data wiring shall be General Cable **Yellow** Category 6A Plenum cable part number [7141852](#)
- e) A/V room system data wiring shall be General Cable **Orange** Category 6A Plenum cable part number [7141856](#).
- f) Panduit Mini-Com TX6A 10Gig UTP jacks shall be **Red** [CJ6X88TGRD](#) for door access control, **Green** [CJ6X88TGGR](#) wireless access points, **Blue** [CJ6X88TGBU](#) all regular data, **Yellow** [CJ6X88TGBL](#) for surveillance cameras, The jacks shall be installed at the station and closet end. **Orange** [CJ6X88TGOR](#) will be used for in room AV connections from teacher's podiums to displays/projectors terminated at both ends in the room.
- g) Panduit Flush mount modular 48 port angled patch panel part number [CPPA48FMWBLY](#) for telecommunications closet terminations. The Contractor shall provide enough patch panel ports to support 20% growth.
- h) In some closet locations where it is required to use a flat patch panel the Panduit Flush mount modular 48 port patch panel part number [CPP48FMWBLY](#) is to be installed.
- i) Panduit Faceplate frame system will be used at all end station locations. The model [CBEEIY](#) will be used in most locations. The appropriate inserts will be used to accommodate the appropriate number of data lines needed at the location.

- j) Panduit Mini-Com ultimate ID executive series Electric Ivory blanks part number [CMBEI-X](#).
- k) Panduit 2 port surface boxes part number [UICBX2WH-A](#) for wireless access point locations mounted above a drop ceiling.
- l) Panduit Single gang one-piece deep outlet box with adhesive backing part number [JB1DEI-A](#) for standard data drop locations of 4 or less data lines.
- m) Coordinate final terminations with Community College of Rhode Island to ensure accuracy and scope.

10. FIBER CABLE & HARDWARE

The riser and outside plant fiber optic distribution cabling and hardware shall be Panduit.

- a) Panduit 12 fiber OM3 part number [FOPPX12Y](#) & 12 fiber SM part number [FSPP912Y](#) CMP cable shall be interlocking armored and installed between the MC and TR's. Intra-Building Applications. (Add Minimum fiber counts for cable risers)
- b) Panduit 12 fiber Gel-Free OM3 part number [FOWNX12](#) armored outdoor rated for Inter-Building Applications. (Add minimum count for outside plant cables)
- c) Panduit 12 fiber Gel-Free SM part number [FSWN912](#) armored outdoor rated for Inter-Building Applications. (Add minimum count for outside plant cables)
- d) Panduit 6F part number [FO6CB](#) & 12F part number [FO12CB](#) breakout kits shall be used when terminating outdoor loose tube cables.
- e) Panduit 1U rack mount fiber optic panel part number [FCE1U](#) shall be installed for riser fiber applications. FCE1U panels shall be installed on each end of the fiber run from the MC to the TR.
- f) Panduit [FCE2U+](#) fiber optic patch panels shall be installed for termination of 48+ fiber counts.
- g) Panduit wall mount fiber panels shall be used when applicable. Panels shall come with latched covers.
- h) Panduit 10gig OM3 with 6 duplex LC adapters part number [FAP6WAQDLC](#) shall be installed or as required based on fiber counts.
- i) Panduit SM with 6 duplex LC adapters part number [FAP6WBUDLCZ](#) shall be installed or as required based on fiber counts.
- j) Panduit blank fiber plates part number [FAPB](#) shall be installed for all unused 6 pack ports.
- k) Panduit OM3/OM4 Cam pre-polished LC connectors part number [FLCSMCXAQY](#) shall be installed for all Multi-Mode riser distribution terminations. Connectors shall carry a minimum of -55db back reflection.

- l) Panduit SM Cam pre-polished LC connectors part number [FLCSCBUY](#) shall be installed for all Single Mode riser terminations.
- m) Panduit 3 meter LC to LC duplex OM3/OM4 patch cords part number [FXE10-10M3](#) shall be furnish as part of fiber optic projects. Coordinate QTY's and sizes with owner. Patch cords shall be provided for a minimum of 50% of the terminated ports.
- n) Panduit 3 meter SM LC to LC duplex patch cords part number [F9E10-10M3Y](#) shall be furnished as part of the fiber optic projects. Coordinate QTY's and sizes with owner. Patch cords shall be provided for a minimum of 50% of the terminated ports.

11. SUBMITTALS

- a) Submit manufacturer PDF cut sheets and highlight the part numbers for the products specified for this project. The Contractor shall submit only specified or accepted manufactures in the submittal sheet.
- b) Make sure the submittals are clearly marked, indicating what the product or material is intended to be used for and reference specification section numbers.
- c) Community College of Rhode Island Information Technology Services shall review all project submittals for acceptance.

12. TESTING

All copper pairs or optical fibers of each installed cable shall be tested and verified prior to system acceptance. Any defect in the cabling system performance or installation including but not limited to cable, jacks, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors or fibers in all cables installed. All cables shall be tested in accordance with this document, the ANSI/TIA Standards, **the PANDUIT®™ System Warranty guidelines and best industry practice.** Community College of Rhode Island shall at all times have access to testing while it's being performed by the Contractor.

I. Copper Link Testing

- a) Category 5E, 6e and 6A twisted-pair copper cable links shall be tested for compliance to the requirements in ANSI/TIA 1152 and ANSI/TIA 568-C.2 for the appropriate Category of cabling installed using a test unit meeting a minimum IEC III level of accuracy.
- b) All testers used must have been factory calibrated by the manufacturer within one year of use or according to factory calibration recommendations, whichever is the more stringent.
- c) Contractor shall set references according to manufacturer's recommendation prior to each day's testing and reset references anytime tester is left unused for more than two hours.
- d) For Panduit warranty purposes, Contractor shall perform the appropriate Permanent Link test. Channel Link testing is rendered void by the movement of patch cords and can be run but not used for final acceptance criteria.

II. Fiber Testing

- a) All installed fiber shall be tested for link-loss in accordance with ANSI/TIA-C.0 and shall be within limits specified within ANSI/TIA-C.3, or as spelled out in the project documentation.
- b) For horizontal cabling system using multimode OM3 optical fiber, attenuation shall be measured in one direction at either 850 nanometer (nm) or 1300 nm using an LED light source and power meter.
- c) Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.
- d) Test set-up and performance shall be conducted in accordance with ANSI/568-C.0 standard, Method B.
- e) Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. Only basic link-loss testing with a power meter is required.
- f) The values for calculating loss shall be those defined in the ANSI/TIA 568-C.3 Standard. If the link loss requirements defined within the standard are in conflict with those referenced in the project documentation, Contractor shall immediately bring this to the attention of Information Technologies for resolution.
- g) Outside Plant single-mode fiber cabling shall be OTDR tested at the 1310 and 1550 wavelengths in both directions. Multi-Mode OM3 shall be OTDR tested at 850nm and 1300nm. Minimum 1000' launch cords shall be used to ensure two point testing is completed. All test traces shall be saved submitted in PDF format. Any connectors found to be out of spec for .db loss shall be replaced.

13. AS-BUILTS

- a) Upon completion of the installation, the Contractor shall provide three (3) full documentation sets to Community College of Rhode Island for approval. Documentation shall include the items detailed in the sub-sections below.
- b) Documentation shall be submitted within ten (10) working days of the completion of each testing phase. This is inclusive of all test results and draft as-built drawings. Draft drawings may include annotations done by hand. Final copies of all drawings shall be submitted the latest version of AutoCAD and PDF Format. The final test reports shall be submitted in PDF format within 30 working days of the completion of each testing phase.
- c) The Contractor shall submit as-built drawings indicating all drop locations ID's and cable pathways installed on this project. The as-built diagrams shall also include what drops are installed to each telecommunications room. This is both to give the Community College of Rhode Island an idea of the cable plant design, as well as to facilitate future troubleshooting.
- d) At the request of the Technology Manager, the telecommunications Contractor shall provide PDF copies of the original test results in tester native format, not spreadsheet.
- e) Community College of Rhode Island may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the Contractor, additional testing can be requested to the extent determined necessary by Community College of Rhode Island, including but not limited to a 100% re-test. This re-test shall be at no additional cost to Community College of Rhode Island

14. SCOPE OF WORK Examples

The scope of work includes, but is not limited to, providing the following labor, materials and equipment necessary to complete the structured cabling system described within. The Contractor shall install, terminate, test, label, ground and bond all fiber optic and copper cabling systems per the manufactures recommendations. The Contractor shall verify all part numbers provided, cable flame ratings and remedy all discrepancies.

Examples

- a) From Building X MC install Panduit 1-48 SM 9/125um armored outdoor rated fiber optic cable to the Building Y main networking room MC.
- b) Install Panduit 1-12MM OM3 fiber cable, 1-12SM fiber cable, 1-25 pair General Cable CAT5E copper, 1-6AWG ground wire from Building Y MC to each TR.

Appendices:

A:

The following are the standards that CCRI uses in typical rooms. These are not to be all inclusive there are some parts that will still have to be installed to have a complete end to end installation ie J-hooks connector brackets hangers etc etc..

1.) Standard Electronic classroom:

- a) CCRI uses Panduit Electric Ivory twin 70 non-metallic raceway for the standard PC classroom. All student and printer connections for data and power will be in this raceway. Sometimes the Teachers station wiring will be in this raceway also depending on the layout of the room.
- b) This room will have a data wire for every student PC in the class. There will also be at least an additional 4 data lines spread amongst the others in case of a room layout change.
- c) There will be a data wire for a printer in the room.
- d) The teacher's station drop will have at least 3 data wires depending on the particular room.
- e) In addition the teacher's station drop will also have 2 AV data lines that connect to the Projector location in the room. These connectors and cabling are the same as the CCRI standard but are orange in color.
 - a. The projector or display in each room will have 2 data lines
 - b. The other end of the 2 AV orange data lines will end here.

2.) Standard Teaching classroom:

- a) The teacher's station (drop A usually) will have at least 3 data wires depending on the particular room.
- b) In addition the teacher's station drop will also have 2 AV data lines that connect to the Projector location in the room. These connectors and cabling are the same as the CCRI standard but are orange in color.
 - a. The projector or display in each room will have 2 data lines
 - b. The other end of the 2 AV orange data lines will end here.
- c) There will be a second drop in these rooms (drop B usually) that will have at least 2 data wires. This is usually used for a printer.
- d) In some extreme cases there may be a need for a third drop location (drop C usually) in this case there will be 2 data lines here.

3.) Standard Faculty office:

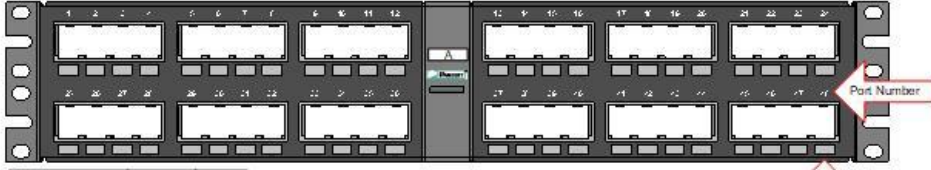
- a)** In most cases there will be two data drops in faculty offices (drop A and B) each will have at least 2 data wires depending on the particular room.
 - b)** In some extreme cases there may be a need for a third drop location (drop C usually) in this case there will be 2 data lines here.
- 4.) Standard Admin/Staff office:
- a)** In most cases there will be two data drops in Admin/Staff offices (drop A and B) each will have at least 2 data wires depending on the particular room.
 - b)** In some extreme cases there may be a need for a third drop location (drop C usually) in this case there will be 2 data lines here.

B:

The following are the labeling schemes standards that CCRI uses on both the closet end and workstation end for labeling.

1) Closet End Labeling scheme Example:

The drop is located in Room # 2111, the Drop ID is the first one to the left of the entrance into that room. The jack is the first one in that drop.



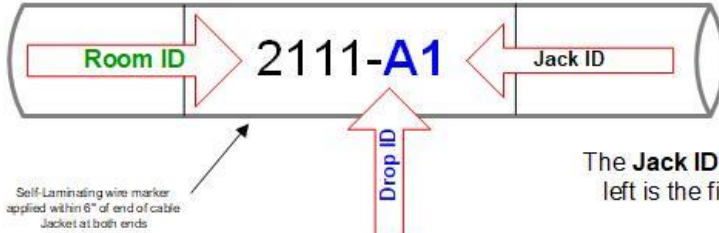
Typical CCRI 48 Port Angled Patch Panel

End Station ID

2111-A1

Room ID Drop ID Jack # in the drop

Horizontal Link Identifier in the Telecommunications room



Self-Laminating wire marker applied within 6" of end of cable Jacket at both ends

The **Drop ID** starts with the first drop To the left of the main entrance of the room.

The **Jack ID** starts with the upper left is the first one of that drop

Highlights of the Standard:

- ❑ Size, Color and Contrast of labels should be selected to ensure identifiers are easy to read.
- ❑ Labels should be visible during installation and normal maintenance functions.
- ❑ Labels should have a design life greater than or equal to that of the component being identified.
- ❑ Labels should be made of materials that are resistant to the environmental conditions at the point of installation (Heat, Moisture, UV, etc.).
- ❑ For maximum legibility, Labels should be printed or generated by a mechanical device (not handwritten)

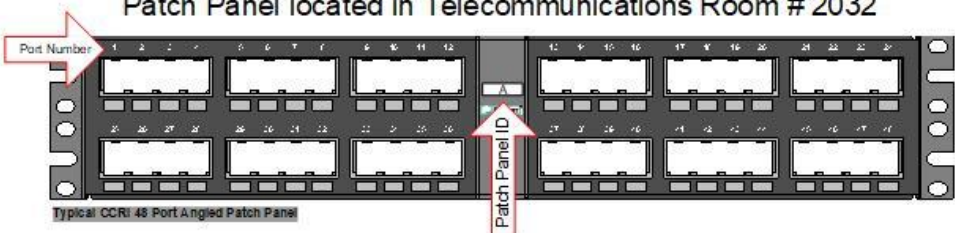
Insert and Cable Colors by Application:

- LAN=Blue
- Wireless=Green
- Cameras=Yellow
- Security=Red

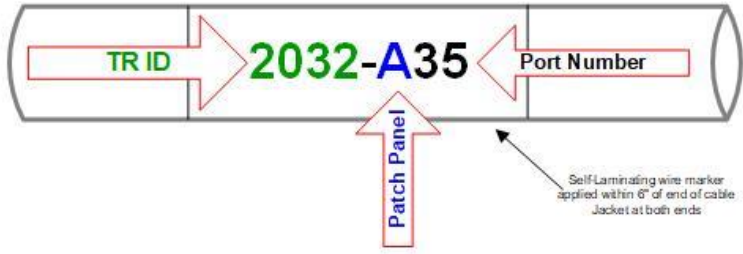
Community College of Rhode Island	
CCRI Identification IDF Schemes	
Based on ANSI/TIA/EIA 606-B Standard	
Date: 3/30/2015	By: Manny Correia

2) Workstation End Labeling scheme Example:

Patch Panel located in Telecommunications Room # 2032



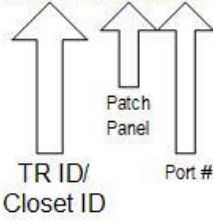
Horizontal Link Identifier



Self-Laminating wire marker applied within 6" of end of cable Jacket at both ends

If more than 1 Rack in TR, Rack ID is added to Link (2032-**R2**-A35) where R2 is Rack #2

2032-A35

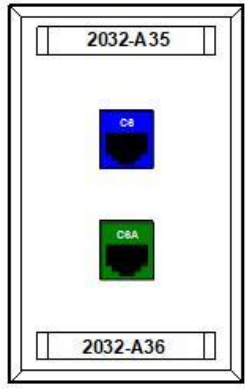


TR ID/
Closet ID

Patch
Panel

Port #

Work Area Outlet



Highlights of the Standard:

- Size, Color and Contrast of labels should be selected to ensure identifiers are easy to read.
- Labels should be visible during installation and normal maintenance functions.
- Labels should have a design life greater than or equal to that of the component being identified.
- Labels should be made of materials that are resistant to the environmental conditions at the point of installation (Heat, Moisture, UV, etc.).
- For maximum legibility, Labels should be printed or generated by a mechanical device (not handwritten)

"Traceability to the Point of Origin"

Insert and Cable Colors by Application:

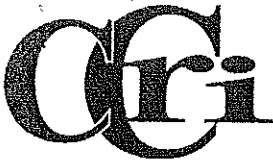
- LAN=Blue
- Wireless=Green
- Cameras=Yellow
- Security=Red

Community College of
Rhode Island

CCRI Identification Station Schemes

Based on ANSI/TIA/EIA 606-B Standard

Date: 3/30/2015	By: Manny Correia
-----------------	-------------------



Community College of Rhode Island

Purchasing Office
400 East Avenue
Warwick, RI 02886
Phone:(401)825-2196
Purchasing@ccri.edu

PURCHASE ORDER NO. P0041557

Table with 3 columns: Date Ordered, Revision, PO Class; Payment Terms, Ship To Location; Buyer, Phone, Due Date; Requester, Phone, Requester Email.

Vendor:

94200796
Tecton Architects, Inc.
34 Sequassen St Ste 200
Hartford CT 06106-2874
marcot@tectonarchitects.com

Bill To:

Community College of Rhode Island
Accounts Payable
400 East Avenue
Warwick, RI 02886
401-825-2445
Accounts.Payable@ccri.edu
Tax Exempt: Y Tax Exempt ID: 227366768

Comment:

State Award # 3792669

Ship To:

Manny Correia
Community College of RI
Office of the CIO
400 East Avenue
Warwick RI 02886

Main table with 5 columns: Line, Description, Quantity, Unit Price, Total. Includes contract details and insurance information.

NOTE TO VENDOR:

The College is a tax-exempt public educational institution. Deliveries are accepted Mon. to Fri. 8:00am-3:00pm. 24 hour notice for large deliveries is recommended. Please call 401-825-2196 to make arrangements.

CCRI A/P USE ONLY
Voucher ID #:
Date :

Authorized Agent signature

09/21/2023
Date



Community College of Rhode Island

Purchasing Office
400 East Avenue
Warwick, RI 02886
Phone:(401)825-2196
Purchasing@ccri.edu

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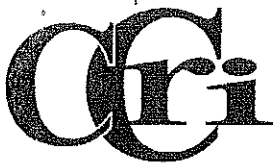
Main table with 5 columns: Line, Description, Quantity, Unit Price, Total. Includes detailed insurance and contract terms in the description column.

NOTE TO VENDOR:

The College is a tax-exempt public educational institution. Deliveries are accepted Mon. to Fri. 8:00am-3:00pm. 24 hour notice for large deliveries is recommended. Please call 401-825-2196 to make arrangements. This notice of award/purchase order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and general conditions of purchase, copies of which are available at www.purchasing.ri.gov. Grant funded purchases are subject to federal regulations and conditions of purchase which are available at www.ecfr.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements. Vendors are required to submit detailed invoices utilizing the same unit of measure and cost per unit rates as provided on the Purchase Order. Invoices must be uniquely numbered and clearly show the date of service or date goods were shipped. CCRI Purchase Order Number must be referenced on vendor's invoice.

CCRI A/P USE ONLY
Voucher ID #:
Date :

Signature of Lisa Fontes
Authorized Agent
Date: 09/21/2023



Community College of Rhode Island

Purchasing Office
400 East Avenue
Warwick, RI 02886
Phone:(401)825-2196
Purchasing@ccri.edu

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Accounts.Payable@ccri.edu
Tax Exempt: Y Tax Exempt ID: 227366768

Comment:

State Award # 3792669

Ship To:

Manny Correia
Community College of RI
Office of the CIO
400 East Avenue
Warwick RI 02886

Main table with 5 columns: Line, Description, Quantity, Unit Price, Total. Includes detailed text in the Description column and 'PO Total' and 'CONTINUED' at the bottom.

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The College is a tax-exempt public educational institution. Deliveries are accepted Mon. to Fri. 8:00am-3:00pm. 24 hour notice for large deliveries is recommended. Please call 401-825-2196 to make arrangements. This notice of award/purchase order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and general conditions of purchase, copies of which are available at www.purchasing.ri.gov. Grant funded purchases are subject to federal regulations and conditions of purchase which are available at www.ecfr.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements. Vendors are required to submit detailed invoices utilizing the same unit of measure and cost per unit rates as provided on the Purchase Order. Invoices must be uniquely numbered and clearly show the date of service or date goods were shipped. CCRI Purchase Order Number must be referenced on vendor's invoice.

CCRI A/P USE ONLY
Voucher ID #: _____
Date : _____

Signature of Lisa M. Fontes
Authorized Agent

09/21/2023
Date



Community College of Rhode Island

Purchasing Office
400 East Avenue
Warwick, RI 02886
Phone:(401)825-2196
Purchasing@ccri.edu

PURCHASE ORDER NO. P0041557

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Tax Exempt: Y Tax Exempt ID: 227366768

Comment:

State Award # 3792669

Ship To:

Manny Correia
Community College of RI
Office of the CIO
400 East Avenue
Warwick RI 02886

Main purchase order table with columns: Line, Description, Quantity, Unit Price, Total. Includes line 1 for 'A&E CCRI IT Infrastructure Project' and a PO Total row.

NOTE TO VENDOR:

The College is a tax-exempt public educational institution. Deliveries are accepted Mon. to Fri. 8:00am-3:00pm. 24 hour notice for large deliveries is recommended. Please call 401-825-2196 to make arrangements. This notice of award/purchase order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and general conditions of purchase...

CCRI A/P USE ONLY
Voucher ID #:
Date :

Signature of Authorized Agent

09/21/2023
Date



Community College of Rhode Island

Purchasing Office
400 East Avenue
Warwick, RI 02886
Phone:(401)825-2196
Purchasing@ccri.edu

PURCHASE ORDER NO. P0041557

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marcot@tectonarchitects.com

Bill To: Community College of Rhode Island
Accounts Payable
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Warwick, RI 02886
401-825-2445
Accounts.Payable@ccri.edu
Tax Exempt: Y Tax Exempt ID: 227366768

Comment: State Award # 3792669

Ship To: Manny Correia
Community College of RI
Office of the CIO
400 East Avenue
Warwick RI 02886

Main purchase order table with columns: Line, Description, Quantity, Unit Price, Total. Includes a detailed description of IT/Architectural design services and a PO Total of 1,111,940.00.

NOTE TO VENDOR: The College is a tax-exempt public educational institution. Deliveries are accepted Mon. to Fri. 8:00am-3:00pm. 24 hour notice for large deliveries is recommended. Please call 401-825-2196 to make arrangements.

CCRI A/P USE ONLY
Voucher ID #:
Date :

Signature of Lisa Fontes
Authorized Agent
Date: 09/21/2023

Notice of Contract Purchase Agreement



**State Of Rhode Island
 Department of Administration
 Division of Purchases
 One Capitol Hill
 Providence, RI 02908-5860**

V E N D O R	TRIUMVIRATE ENVIRONMENTAL INC MASSACHUSETTS 200 INNERBELT RD STE 4 SOMERVILLE, MA 02143-4456 United States
--	---

MPA-363 LAB PACK AND BULK HAZARDOUS WASTE DISPOSAL SERVICE AND HAZARDOUS MATERIALS SERVICES	
Award Number	3558065
Revision Number	6
Effective Period	01-APR-2018 - 31-JUL-2023
Approved PO Date	26-JAN-2023
Vendor Number	1094-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	--

Type of Requisition	*OTHER
Requisition Number	1537889
Change Order Requisition Number	3/2/2022
Solicitation Number	7575503
Freight	Paid
Payment Terms	NET 30
Buyer	Encarnacion, Clarisa -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CHANGE ORDER TO PO 3558065


EXTENDING TERMS TO ALLOW TIME TO RESOLICIT THE BID.

EXTENDED TERMS:

FROM: 4/1/2018 - 3/31/2023

TO: 4/1/2018 - 07/31/2023

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf
REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal

amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and

shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MPA 1% ADMIN FEE

Statewide Contract Administrative Fee - Notice: The Division of Purchases shall soon implement a new, state-of-the-art, eProcurement system which will streamline public procurement in Rhode Island. In conjunction with implementation of the eProcurement system the Division of Purchases anticipates that the "State Purchases Act", R. I. Gen. Laws § 37-2-12 shall be amended to authorize the Chief Purchasing Officer to establish, charge and collect from State contractors listed on master price agreements a statewide contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against a contract awarded to a state contractor. All statewide contract administrative fees collected shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid

notification, and other costs related to State procurement. If/when the Division of Purchases receives statutory authority to assess a statewide contract administrative fee, it shall be applicable to any bidders who receive a purchase order relative to the within solicitation during the entire term of the MPA contract.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).