

State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387

Solicitation Information  
July 17, 2019

ADDENDUM # 1

RFP# 7598872

TITLE: A&E SERVICES TO PROVIDE A FEASIBILITY STUDY FOR REUSE  
OF THE STATE OFFICE BUILDING AT 101 SMITH STREET (TWO CAPITOL  
HILL)

PROVIDENCE, RI; FOR THE PROPOSED  
RHODE ISLAND HISTORY CENTER AND ARCHIVES

Submission Deadline has been postponed until: Thursday August 8, 2019; 10:00 AM

There is a non-mandatory walk through of the building at 101 Smith Street, Providence  
scheduled for Wednesday July 24, 2019 at 10:00 AM (Meet in first floor lobby). Question  
deadline has been changed until 7/29/2019 at 4 PM and must be emailed to  
Thomas.bovis@purchasing.ri.gov

Notice:

- Attached includes:
  - o Sign in sheet from mandatory pre- bid meeting held on 7/10/2019
  - o Most recent AIA B102 contract to be used

**Interdepartmental Project Manager**

*Interested parties should monitor this website, on a regular basis, for any  
additional information.*



State of Rhode Island  
Division of Purchases  
One Capitol Hill  
Providence, RI 02903

# "MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

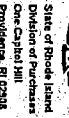
BID NUMBER: 7598872

BID TITLE: A&E SERVICES TO PROVIDE A FEASIBILITY STUDY FOR REUSE OF THE STATE OFFICE BUILDING

PRE-BID DATE AND TIME: Wednesday July 10th, 2019 at 2:30 pm

COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER
1 State of Rhode Island Division of Purchasing	Max Richter		1 Capitol Hill, Providence RI 02908	Max.Richter@purchasing.ri.gov	401-574-8179
2 DCAMM	Jeff Chinlora		1 Capitol Hill, Providence RI 02908	Jeffrey.Chinlora@dcam.ri.gov	401-336-2336
3 RISOS	Kathylene Morris		60 Smith Street - Rm 38 Providence, RI 02903	Kmorris@sos.ri.gov	401-389-0180
4 RISOS	Isney Sedima		331 Westmaster St. Providence, RI 02903	Aselimasos.ri.gov	401-330-4600
5 Brewster Thornton Group Architects	Gina Anderson		317 Leonard Avenue Suite 202 Providence, RI 02908	ginaa@brewstorthornton.com	401-861-1600
6 Newd Architects	Joanle O'Connell		1 Virginia Ave. Pawtucket, RI 02905	joanle.oconnell@newd.com	401-435-3532
7 VISAL 3 Architects	Erin Hickey		205 Adams St. Pawtucket, RI 02905	erinhickey@visal3.com	401-461-7711
8 RISOS	Melissa Husband		148 W. River St. Pawtucket, RI 02905	melissa.husband@visal3.com	401-222-4010
9 LRB Tech	Robertson		101 Exchange at Prudence 225 Franklin St. 2nd Fl. Boston, MA 02110	robertson@lrbtech.com	401-421-3315
10 RMF ENGINEERING	James Newman			james.newman@rmf.com	857.331.4421
11					
12					
13					
14					
15					
16					
17					

Purchasing Representative:  
Max Richter  
Mandatory Pre-bid START TIME: 2:30  
Mandatory Pre-bid END TIME: 3:07



**Mandatory Pre-bid Conference:** Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID TITLE: A&E SERVICES TO PROVIDE A FEASIBILITY STUDY FOR REUSE OF THE STATE OFFICE BUILDING

Purchasing Representative	Max Righter
Mandatory Pre-bid START TIME	2:30
Mandatory Pre-bid END TIME	3:07

2014-20 Date: 6/5/17

**\*\*VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE\*\***

**Agency Conditions of Use:**

- I. AIA contract templates are not to be edited, altered, revised or modified by the agency or vendors without the prior written approval of the Division of Legal Services (401/222-8880).
- II. Agencies are responsible to ensure proper use of the appropriate AIA contract template(s) on State public works projects.

# DRAFT AIA® Document B102™ – 2017 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

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

BETWEEN the Architect'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.purchasing.ri.gov»

on behalf of the User Agency:  
(Name, legal status, address, telephone and facsimile numbers, and website)

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and the Architect:  
(Name, legal status, address, telephone and facsimile numbers, and website and other information)

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for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

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The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide: (i) the services set forth in the Solicitation issued by the Owner, if any; or (ii) the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

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§ 1.1.1 The Architect 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.

§ 1.2 The Architect shall perform its services consistent with the: (i) professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances; and (ii) best interests of the Owner and the User Agency. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.2.1 The Architect shall manage the Architect's services, consult with the Owner and the User Agency, research applicable design criteria, 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. The Architect shall facilitate, attend, and supervise all Project meetings and record and distribute all meeting minutes.

§ 1.2.2 The Architect shall: (i) review with the Owner and the User Agency all changes in the Work proposed by the Contractor; and (ii) advise the Owner and the User Agency regarding their scope, cost, and adjustment in time.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

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

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

§ 1.5.1 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 projects for bodily injury and property damage.

§ 1.5.2 Commercial Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Architect 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.

§ 1.5.3 The Architect 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Deleted.

§ 1.5.6 Professional Liability covering bodily injury and property damage due to the Architect'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 Architect'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.

§ 1.5.7 **Additional Insured Obligations.** The Architect 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 Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's and the User Agency's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect 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 working 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 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.



§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, title address, and other contact information for the preferred methods of contact.)*

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§ 2.2.1 The User Agency identifies the following representative authorized to act on the User Agency's behalf with respect to the Project. The User Agency shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, title address, and other contact information for the preferred methods of contact.)*

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§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 If necessary for the Architect to perform its services under this Agreement, the Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 2.6 Deleted.

### ARTICLE 3 COPYRIGHTS AND LICENSES

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

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive perpetual license to use the Architect's Instruments of Service, including electronic or digital documents, solely and exclusively for the purposes of evaluating, 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 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect'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 Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 Upon full payment of all sums due the Architect under this Agreement, all of the original Drawings, Specifications, and electronic data prepared by the Architect for the Project shall, without further action by the Architect, 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 Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Architect waives all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner. The Architect shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to the termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, the User Agency, the State of Rhode Island, its elected or appointed officials, members, employees, and agents from and against any and all claims, demands, damages, liabilities, judgments, losses and expenses, including but not limited to reasonable attorneys' fees, and costs of mediation, arbitration, and/or litigation, arising out of or resulting from the performance of professional services under this Agreement, and/or the obligations of the Architect under the Contract Documents, but only to the extent caused by willful misconduct and/or negligent acts or omissions of the Architect, its Consultant, Subconsultant, or Subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not any such claim, demand, damage, liability, judgment, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.1.4.

§ 4.1.4.1 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 4.1.4 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.

§ 4.1.4.2 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.

§ 4.1.4.3 The Architect will include the indemnity set forth in this Section 4.1.4 without modification, in each Subcontract with any Subconsultant or Subcontractor.

§ 4.1.4.4 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.

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

## § 4.2 Dispute Resolution

§ 4.2.1 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 4.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 4.3.1 of any Claim arising prior to the date final payment is due.

§ 4.2.2 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 4.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 4.3.1, the Architect 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 Architect, the Owner and the Architect shall attempt to select a mediator, and in the event that the Owner and the Architect 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.

§ 4.2.3 Deleted.

§ 4.2.4 Deleted.

## § 4.3 Binding Dispute Resolution

§ 4.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 4.2.1, or mediation at the option of the Architect pursuant to Section 4.2.2, 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.

§ 4.3.1.1 Deleted.

§ 4.3.2 Deleted.

§ 4.3.3 Deleted.

§ 4.3.4 Deleted.

§ 4.3.4.1 Deleted.

§ 4.3.4.2 Deleted.

§ 4.3.4.3 Deleted.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 working days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 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 Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 5.4 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.

§ 5.5 The Owner may terminate this Agreement upon written notice to the Architect 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 5.7 Deleted.

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

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

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### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 transportation and authorized out-of-town travel and subsistence, except for travel to and from the Architect'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 printing, reproductions, plots, and standard form documents, provided to the Owner and/or Contractor(s) for review, bidding, and construction administration;
  - .5 postage, handling and delivery;
  - .6 expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
  - .7 renderings, physical models, mock-ups, professional photography, and presentation materials in excess of those required by the Solicitation, if any and requested in writing by the Owner for the Project;
  - .8 Deleted;
  - .9 all taxes levied on professional services and on reimbursable expenses;
  - .10 site office expenses;
  - .11 registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
  - .12 other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the exact expenses incurred by the Architect and the Architect's consultants.

§ 6.2.3 Deleted.

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

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

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable not later than the 30<sup>th</sup> working day following written approval by the Owner of the Architect'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.

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

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner upon reasonable notice.

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

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

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

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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.purchasing.ri.gov](http://www.purchasing.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, or among this Agreement and the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control. The Architect 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.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.

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

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 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.

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

§ 7.6 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 any other contractual relationship with, or a cause of action in favor of, a third party against the Owner, User Agency, or Architect.

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

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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.

§ 7.11 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 8 Deleted.**

**ARTICLE 9 SCOPE OF THE AGREEMENT**

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

§ 9.2 This Agreement is comprised of the following documents identified below, and any conflicts or ambiguities among the provisions of these documents will be interpreted in the following order of priority:

- .1 The Purchase Order issued by the Owner
- .2 Solicitation # \_\_\_\_\_ 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 B102™–2017, Standard Form Agreement Between Owner and Architect, as modified by the Owner.
- .4 AIA Document A201 – 2007, 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.)  
  
Cost Proposal Exhibit
- .6 Other documents:  
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)  
  
The Architect'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 Architect represents that he or she has been duly authorized to execute this Agreement on behalf of the Architect.

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**

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

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