



**Solicitation Information
June 22, 2020**

RFP# 7606802.

TITLE: A/E Services: Rhode Island Convention Center Selective Removals and Select Building Restoration

Submission Deadline: July 13, 2020 TIME, 10 AM (Local Time, LT)

PRE-BID/ PROPOSAL CONFERENCE:

MANDATORY: YES

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. (See Introduction section for pre bid conference details)

DATE: June 29, 2020 at 10:00 AM

LOCATION: 1 Sabin St, Providence, RI 02903; Meet at main entrance closest to the Omni Hotel:

Questions concerning this solicitation must be received by the Division of Purchases at Thomas.bovis@purchasing.ri.gov no later than **July 2, 2020 4 PM, LT**. 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

**Thomas Bovis
Interdepartmental Project Manager**

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

Table of Contents

SECTION 1. INTRODUCTION	3
Instructions and Notifications to Offerors	3
SECTION 2. BACKGROUND	7
.....	7
SECTION 3: SCOPE OF WORK AND REQUIREMENTS	7
A. Specific Activities / Tasks	8
B. Anticipated Project Schedule	10
C. Other Requirements	10
D. List of Attachments	11
SECTION 4: PROPOSAL	11
A. Technical Proposal	11
B. Cost Proposal	13
C. ISBE Proposal	13
SECTION 5: EVALUATION AND SELECTION	13
SECTION 6. QUESTIONS	15
SECTION 7. PROPOSAL CONTENTS	15
SECTION 8. PROPOSAL SUBMISSION	17
SECTION 9. CONCLUDING STATEMENTS	17
APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM	18

SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Division of Capital Asset Management and Maintenance on behalf of the Executive Office of Health and Human Services is soliciting proposals from qualified firms to provide design services including Selective Removal Plans, Selective Restoration Plans, Specifications; Bidding and Negotiation; and Construction Administration for the existing Alternative Hospital Site at Rhode Island Convention Center, 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.purchasing.ri.gov.

The initial contract period will begin approximately July 21, 2020 for about 6 months.

Vendors are to note that the Pre-bid/ Proposal Conference will be conducted pursuant to the authority conferred under R.I. Gen. Laws § 23-1-1, 23-1-17, and 42-35-2.10 and to Executive Order 20-32 and 20-40 currently enacted for the purpose of establishing certain criteria for safe activity by and at covered entities in Rhode Island during the COVID-19 state of emergency in the interest of the public health; if these directives are modified prior to the Pre-bid/ Proposal Conference, then the most current requirement will apply. This requirement includes Vendors wearing a *cloth face covering* as a protective article that covers the wearer’s mouth and nose, *social distancing* which is defined as staying at least six (6) feet (two (2) meters) from people outside the same household and not gathering in groups larger than 15, and not attending the Pre-bid/ Proposal Conference if sick or answering yes to screening questions concerning exposure and illness.

The Pre-bid/ Proposal Conference will be conducted in groups in the order of arrival of persons. The first twelve (12) participants who successfully meet the criteria above will enter the Rhode Island Convention Center at the starting Pre-bid/ Proposal Conference time, register, attend the first group, and then be dismissed from the site. Remaining Vendors will be assigned a group number and time, then leave the site until the start of their group. They will then proceed to register and attend in similar fashion as the first group. The last group will be identified, and the Pre-bid/ Proposal Conference will conclude at the dismissal of the last registered group.

Vendors are advised to bring a copy of Attachment C for reference in the meeting.

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 offerors who have submitted proposals.

Instructions and Notifications to Offerors

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 contractors/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-compliance-report.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 public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or 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. Vendors must submit a completed Minority Business Enterprise "MBE" Plan (attached) in the separate, sealed envelope with the *MBE, WBE and/or DisBE Plan Form*, as part of the proposal. Requirements of this solicitation include State of Rhode Island General Laws § 37-14.1-6, et seq. The State's goal is for a minimum ten percent (10%) participation by MBE/WBE in all State procurements.
14. The Work shall integrate the requirements of R.I. General Laws, § 37-24 The Green Building Act and reflect integration of these requirements in all professional fees and cost estimates.
15. Notification for Architectural/Engineering Services in accordance with RI General Laws §5-1 and §5-84:
 - a. Persons or firms practicing architectural and/or engineering services in the State of Rhode Island must be registered with the Rhode Island Division of Design Professionals and possess a current Certificate of Authorization in accordance with Rhode Island General Laws.
 - b. A copy of a current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s) for the individual(s) who would perform work on the project should be included behind the front page of each copy of the proposal.
 - c. The Division of Design Professionals can be contacted as follows:

Department of Business Regulation
Division of Design Professionals
1511 Pontiac Avenue (Bldg. 68-2)
Cranston, RI 02920
Tel: 401-462-9530
Fax: 401-462-9532
Website: www.bdp.state.ri.us
 - d. Proposals that fail to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s) for individuals may be determined to be non-responsive to the solicitation.
16. Please note that this is a project with sensitive security information. The vendor will be required to enter into an agreement to keep all information strictly confidential and adhere to document distribution protocols. The selected vendor for the project, and sub-consultants who will spend time at the Rhode Island Convention Center property and project sites shall:

- a. Complete a criminal history check, performed through the Rhode Island State Police (RISP). The selected vendor is required to furnish a list of all persons who will be performing work under the Contract and shall designate which persons will be performing work at the project site. Such list shall include the full name and date of birth of each person listed. As deemed necessary, the State reserves the right to request that any listed individuals, provide a State issued Driver's License; State issued Identification Card or Passport. Further, the vendor shall provide the State with updates to such list throughout the duration of the project to include any new employees or agents who will be performing work under the Contract. The State, at its discretion may decide that anyone with a criminal history will not be allowed to work at the project site.
- b. Pursuant to the above, the vendor shall not utilize any employees who are not included on the above-referenced list. Further, the vendor shall immediately remove any employee, sub-consultant or agent performing services under the Contract if it becomes known to the vendor that such person may pose a potential security threat or danger. The vendor's failure to comply with the requirements, shall be considered a material breach of the Contract, upon where the Contract may be terminated, at the sole discretion of the State, without any further compensation to vendor.

SECTION 2. BACKGROUND

The Rhode Island Convention Center (RICC), located at 1 Sabin St., Providence, RI in is a 325,000 SF venue featuring an exhibition floor and multiple assembly meeting rooms. Approximately 165,000 SF has been converted into an Alternative Hospital Site, to provide surge hospital beds in support of the Rhode Island Hospital (operated by Lifespan). The site is currently leased by the State of Rhode Island for this purpose, and thus the State of Rhode Island is considered a tenant in the building. The State of Rhode Island is planning for the decommissioning and restoration of the site to the prior condition. The building restoration shall be in accordance with existing lease agreement and to the satisfaction of the lease holder.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

The building has been recently converted from convention center space to provide 538 (698 surge) hospital beds, to support a healthcare provider. The tenant improvements consisted of constructing cubicle spaces for patients, equipped with oxygen and a quad outlet. It also included providing nurse stations equipped with running water and oxygen monitoring. The exterior oxygen tanks, that were provided to supply the system are on site (via a rental agreement) and are connected to the facility. Auxiliary spaces, including pharmacy and loading dock storage have been provided or enhanced. FF& E for this facility as well as a negative pressure HVAC system has been installed. Site fencing and signage have been installed. Please see Attachment A, which includes, but is not limited to an outline of tenant improvements, and Attachment C – Third Floor Overall plan and Typical Pod plan and Interior Elevations.

The State of Rhode Island is currently in a lease ending on October 3, 2020, with an option to extend on a month to month basis beyond that with the lease holder. This Work of this solicitation

is to provide construction documents and construction administration to facilitate the removal of tenant improvements and return of the building to its original condition to the satisfaction of the leaseholder.

The remedial Work is generally throughout the tenant-improved areas of the RICC and specifically in the provided patient wards, inpatient and outpatient pharmacy services, central clean storage, critical care bay, registration, point of care testing/lab services, patient respite area, staff donning/doffing areas, staff lockers/changing, staff dining/lounge, patient dining, command centers, soiled utility room, ambulance bays, warm zone staff restrooms, loading bays, and warm zone staff respite area. Additionally, mechanical, electrical, plumbing/fire protection, oxygen and site improvements are included in the tenant improvement removal. Also, penetrations have been made through the existing roof as well as selective penetrations in the masonry walls, that will need to be restored to the original performance condition and the exterior paving area will require restoration and patching. Restoration shall involve evaluating if tenant improvements caused any damage to the walls or floors and preparing restoration documents to provide the condition required by the leaseholder. Please see Appendix B, which includes, but is not limited to an outline of the scope of removal.

A. Specific Activities / Tasks

1. Anticipated Design Phases and Deliverables

a. Design Phase Services and Construction Documents Phase Services

- 1). Submit for the approval of the Owner and the User Agency, the Project Approach Concept meeting all project requirements, and a schedule for the performance of the Design Agent's services, within 2 (two) days of issuance of the PO.
- 2). Perform necessary site visits to become familiar with the project.
- 3). Provide full video documentation of existing conditions for approval by DCAMM and RICC to determine changes made to the building requiring restoration to the satisfaction of the RICC, and confirm existing conditions for the prospective Contractor.
- 4). Review as-built drawings and closeout documents from construction.
- 5). Review the existing lease agreement to understand the condition in which the building needs to be restored.
- 6). Provide all applicable plans, details and specifications required to procure general contractor pricing.
- 7). Integrate the requirements of R.I. General Laws, § 37-24 The Green Building Act, and reflect integration of these requirements in all professional fees.
- 8). Advise on best practices and innovations in terms of material recycling and integrate into professional fees and cost estimates.
- 9). Submit all applications, documents, drawings and specifications required for State Agency reviews.
- 10). Submit 100% construction documents to the State for final review and comment no later than the calendar days listed in Section 3, B. Anticipated Schedule, line 3.
- 11). Design Agent shall respond to all building code comments and incorporate comments into design.
- 12). Attend weekly meetings with DCAMM, located in Providence, RI. These shall be a combination of in-person meetings and virtual meetings. The Design Agent shall be prepared with presentation materials such as Powerpoint images to show progress and schedule updates.

- 13). Contract Documents shall be turned over to the State of Rhode Island in the format they were originally created by this Design Agent (ie. MS Word, AutoCAD, Revit etc.) and in PDF format.
- 14). The Owners' Program Manager's responsibility to prepare all agendas and meeting minutes supplants the requirement for Design Agent preparation of these documents.
- 15). Use expertise to specify custom finishes, treatments and materials to restore areas to the appearance of existing conditions, including, but not limited to, painting systems, wallcovering, upholstered walls, and custom replication of carpeting in a conference space. Indicate on construction documents, the extent of areas to be restored to display a consistent undisturbed space.
- 16). Participate in a file sharing system, with the Owner and OPM and maintain all files related to A/E services in an organized manner.

b. Bidding and Negotiation Services

- 1). Attend one (1) pre-bid meeting at Site
- 2). Respond to questions proposed by bidders.
- 3). Prepare Addenda.
- 4). Assist in reviewing bid results.
- 5). Attend de-scope meeting with Contractor if required.
- 6). Participate in a file sharing system, with the Owner and OPM and maintain all files related to A/E services in an organized manner.

c. Construction Phase Services:

- 1). Complete RIGBAC Preconstruction and Post Construction Certifications.
- 2). Organize, attend and administer pre-construction meeting.
- 3). Review Submittals.
- 4). Review and respond to contractor RFI's.
- 5). Provide construction sketches.
- 6). Provide full time, 5 day a week (including at extended work hour times) on-site staff person to observe the Work during active demolition/restoration, and provide daily field report.
- 7). Review and approve contractor applications for payment which may be required bi-weekly.
- 8). Provide walk-thru with DCAMM and RICC to make sure that building is restored to the satisfaction of RICC.
- 9). Prepare punch-lists.
- 10). Review Closeout-Documents and verify that all have been provided.
- 11). The estimated deconstruction/restoration project is expected to take 6 weeks and be carried out with extended working hours.
- 12.) Participate in a file sharing system, with the Owner and OPM and maintain all files related to A/E services in an organized manner.
- 13.) Participated in Contractor's file sharing system and maintain all files related to A/E services in an organized manner.

B. Anticipated Project Schedule

MILESTONE	JUNE'20	JULY'20	AUG'20	SEP'20	OCT'20	NOV'20	DEC'20
1. A/E Solicitation begins	JUNE 18, 2020						
2. A/E work commences			AUG. 7, 2020				
3. A/E CDs complete (22 Calendar days)			AUG. 28, 2020				
4. A/E CDs approved by AHJ for Solicitation			AUG. 31, 2020				
5. Contractor solicitation begins				SEP. 2, 2020			
6. Contractor Work commences					OCT. 19, 2020		
7. Restored space turned over to RICC						NOV. 16, 2020	
8. Contractor completion and final billing						NOV. 30, 2020	
9. A/E completion and final billing							DEC. 15, 2020

C. Other Requirements

1. Prepare construction documents (drawings and specifications) for the removal of recent tenant improvements made by the State of Rhode Island and restoration of the existing building in coordination with work by the Owner's own forces.
2. A Project Handover Report has been received from the Construction Phase team. The document is a 600 + page report of what has been constructed to date. The selected A/E firm will be provided a copy of the report to better understand the new improvements made, what needs to be removed, and what needs to be restored.
3. The A/E team will be provided As-Built documents in PDF format.
4. The project shall be performed under applicable Codes.
5. The Design Agent shall be required to submit construction documents for all required agency approvals and plan reviews. The Design Agent shall review the construction documents, in

progress, with the authorities having jurisdiction at appropriate interval(s) during construction document development to ensure timely approval of documents.

6. Vendors shall carry all sub-consultants required to prepare demolition construction documents.

7. The Design Agent shall specify long lead items, as required, as part of Base Bid. Purchase and storage of long-lead items for Contractor installation is through allowance No. 3.

D. List of Attachments

Attachment A- Outline of selected tenant improvements

Attachment B –Outline of general scope of removal

Attachment C – Third Floor Overall plan and Typical Pod plan and Interior Elevations Bid Form

MBE Utilization Plan form

AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Design Agent, as modified by the Owner

SECTION 4: PROPOSAL

A. Technical Proposal

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

- 1. Staff Qualifications (0-10 Points)** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project.
 - a. Respondent shall demonstrate depth of experience with projects having a substantial amount of selective removals, decommissioning, and select building restoration (up to 4 points).
 - b. Respondent shall include LEED Accredited Professional(s) with substantial experience in sustainable waste management (up to 3 points).
 - c. Respondent shall demonstrate Interior Design expertise with building finishes specifications and restorative design (up to 3 points).

- 2. References (0-5 Points)**
 - References shall include a minimum of 3 and a maximum of 5 projects, with all contact information. As part of the Technical Proposal, all Respondents shall utilize and complete Standard Form 330 Part I and Part II. The form is available on the Division of Purchases web site.

- a. References shall be able to speak to the Respondent's experience with projects having a substantial amount of selective removals and decommissioning (up to 1 point).
- b. References shall be able to verify that the Respondent adequately researched relevant design and program requirements (up to 1 point).
- c. References shall be able to verify whether deliverables were received on time (up to 1 point).
- d. References shall be able to speak to the Respondent's experience in offering novel solutions to mitigate project restraints (up to 1 point).
- e. References shall be able to speak to the Respondent's experience with projects having a substantial amount of selective building restoration (up to 1 point).

3. Capability, Capacity, and Qualifications of the Offeror (0-10 Points)

- a. Offeror shall provide a detailed description of the Offeror's experience with selective removals, decommissioning, and select building restoration, especially projects successfully meeting a tight project schedule (up to 2 points).
- b. Offeror shall describe the current workload of the Project Manager and the team assigned to support the Project Manager (up to 2 points).
- c. The Offeror shall describe the projects in which they have successfully worked with team members outside of the Offeror's own company (up to 2 points).
- d. Offeror shall demonstrate a minimum of 10 years of experience in Architecture, Interior Design, Structural Engineering, Mechanical, Electrical, Plumbing, Life Safety, Fire Code/Alarm with expertise in large scale assembly spaces and venues (up to 2 points).
- e. Offeror shall demonstrate that the Project Manager and consultants are experienced with projects of comparable complexity (up to 2 points).

4. Work Plan (0-30 Points)

- a. Respondent shall submit a Work Plan and Schedule which described in detail, the framework within which requested services will be performed. The Work Plan and Schedule shall include preliminary meetings, milestones for design deliverables and approvals by AHJ, and the Owner, proposed construction schedule, and turnover schedule to RICC, as well as the dates for Owners own forces (DCAMM FF& E move out, RICC FF&E move-in). The Work Plan and Schedule must coordinate with the Anticipated Project Schedule provided. (up to 20 points)
- b. Work Plan and Schedule shall demonstrate a detailed understanding of the project goals and objectives. (up to 5 points)
- c. Work Plan and Schedule shall indicate opportunities to turn-over the space to RICC earlier than indicated. (up to 5 points)

5. Approach/Methodology (0-15 Points)

1. Clearly define the overall methodology to be used and how it most effectuates a successful project that meets all project requirements (up to 3 points).
2. Provide and incorporate innovative reliable strategies to turn over the restored space to RICC earlier than indicated, but no later than the date indicated on the Anticipated Project Schedule, including removing large constructed components off-site for sorting at a remote location, and other approaches (up to 3 points).
3. Within the restrictions of the project define the approach to exceed sustainability requirements (up to 3 points).

B. Cost Proposal

Provide:

A. Lump-sum price for the Work described herein.

B. An hourly breakdown, by phase, of the above lump-sum price, including staff position and rate.

C. An Allowance for anticipated project reimbursables. **Allowance No. 1 Amount: \$5,000.**

D. Reimbursables will be limited to a 4% mark-up above initial cost.

E. An Allowance for independent testing, not funded through the Contractor. **Allowance No. 2 Amount: \$5,000.**

F. An Allowance for purchase and storage of long lead items for Contractor installation, i.e., custom carpet. **Allowance No. 3 Amount: \$75,000.**

Bid Form is included.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms 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.

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 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined 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	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
References	5 points
Work Plan	30 Points
Approach Proposed	15 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

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 Thomas.bovis@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 # 7606802** 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 Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*

2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13_RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. 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/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. 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 about 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
5. 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:

- A. 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.

- B. 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.** The cost proposal shall be typed using the formatting provided on the provided 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# 7606802**” 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.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State’s General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

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. Bidders 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 AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

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

Bidder's Name:

Bidder'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: MBE WBE 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

Solicitation #:7606802

Solicitation Title: A/E Services: Rhode Island Convention Center Selective
Removals and Select Building Restoration

BID FORM

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

Bidder:

Legal name of entity

Address (street/city/state/zip)

Contact name

Contact email

Contact telephone

Contact fax

1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, Addenda, and requirements of State of Rhode Island General Laws § 37-14.1-6, et seq. - Minority business enterprise participation*):

\$ _____

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

2. **ALTERNATES (Not Used)**

3. **ALLOWANCES**

The following Allowances are included in the Base Bid:

Allowance No. 1: Approved Reimbursable expenses \$ 5,000.00

Allowance No. 2: Testing and Inspection Allowance \$ 2,000.00

Allowance No. 3: Purchase and storage of long lead items for Contractor

Solicitation #:7606802

Solicitation Title: A/E Services: Rhode Island Convention Center Selective
Removals and Select Building Restoration

installation \$75,000.00

Total Allowances **\$82,000.00**

4. BONDS

The Base Bid Price ***includes*** the costs for all Bid, Payment and Performance Bonds required by the solicitation.

The costs for Payment and Performance Bonds pertaining to each Alternate required by the solicitation are ***included*** in each Alternate price.

5. ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid and Alternate Prices ***include*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

6. UNIT PRICES (Not Used)

7. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified in the RFP including, but not limited to, the submission of 100% construction documents to the State for final review and comment no later than the calendar days listed in Section 3,

Solicitation #:7606802

Solicitation Title: A/E Services: Rhode Island Convention Center Selective
Removals and Select Building Restoration

B. Anticipated Schedule, line 3.

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder
#

Bidder's Contractor Registration Number



**State of Rhode Island and Providence Plantations
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office
Minority Business Enterprise Utilization Plan**

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: _____ # of MBE Subcontractors/Suppliers used: _____

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE 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/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov.

Signature of Authorized Agent of Business: _____ Date: _____

Send Completed Form to:
Dorinda Keene, Assistant Administrator - MBE
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office
One Capitol Hill, 3rd Floor
Providence, RI 02908
Phone: (401) 574-8670
Dorinda.Keene@doa.ri.gov

3. Rhode Island Convention Center Site

3.1 Program Delivery

3.1.1 Patient Bays/Nurse Stations

- Patient Bay (Photo 2): Self-supporting spine wall (end condition) shown with overhead diagonal brace for stability. The site-developed EMT and quick-rail curtain system is also pictured. The contractor prefabricated all the U-shaped medical gas outlet “saddles” off site to limit on-site brazing and speed construction. Typical bay equipment is shown. The file cabinet and waste receptacle were sourced from the Cranston site. The remaining equipment was procured by the construction manager (CM). The electrical double duplex includes one ground fault interrupter (GFI) duplex and one duplex with integral universal serial bus (USB) outlets to simplify patient device charging.
- Nurse Station (Photo 3): The folding tables were rented from RICC stock. Overhead vent, sanitary (lifted), and oxygen copper piping are visible. The medical gas zone valve and local electrical distribution are visible in the spine end wall. The upper first 4 feet of the spine end walls (above handwash stations) were sheathed with Plexiglas rather than gypsum wallboard to increase visibility from the nurse station into the pods. Lifespan employed flow monitors for each pod in the nurse station.



Photo 2: Typical Patient Pod



Photo 3: Typical Nurse Station

3.1.1.1 Patient Bay Photos

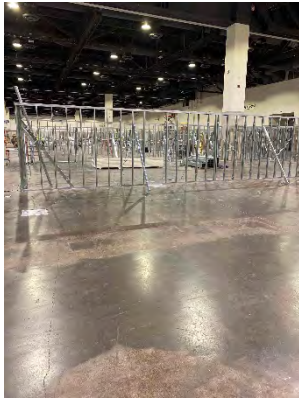


Photo 4: Typical Framing at Patient Pod Spine Walls



Photo 5: Spine Wall Framing with Wiring and Plumbing at Floor Box

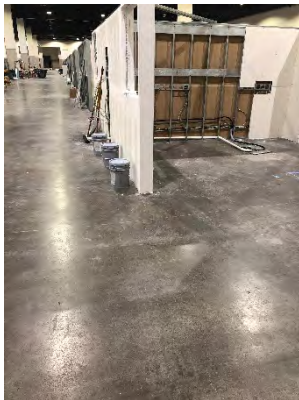


Photo 6: Partially Completed Wall with Exposed Framing, Wiring, and Plumbing

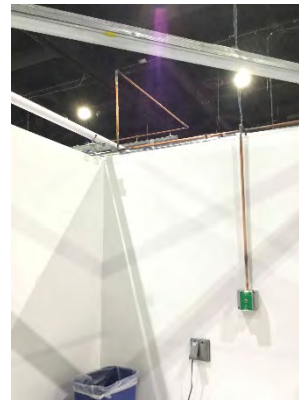


Photo 7: Completed Wall with O2 and Electrical Supply at Patient Pod



Photo 8: Typical Transport Hold Patient Pod



Photo 9: Typical Ward with Signage



Photo 10: Typical Nurse Station with Full Height Extension to Support Utility Bridge



Photo 11: Typical Nurse Station with Handwashing Sink and Associated Supply/Drainage and Electrical and Data System

3.1.2 Support Rooms

3.1.2.1 Inpatient Pharmacy Services

Requirement: Provide medication storage, preparation, and distribution for COVID-related treatment and existing maintenance medication regimens.

Implementation: Existing show suite and prep kitchen converted to serve this function. Necessary work includes:

- Deep cleaning
- Construct partition for secure storage
- Install pharmacy grade ceiling and light fixtures
- High Efficiency Particulate Air (HEPA)-filtered interlocked pass-through
- Resurface epoxy floor due to existing cracks/friable material
- Security camera, alarm, and access control systems
- Fiberglass reinforced panel (FRP) repairs
- Epoxy paint
- Eyewash
- Floor drain encapsulation
- Louver/exhaust encapsulation
- Gap sealing
- Supplemental power and data, including emergency power

3.1.2.2 Outpatient Pharmacy Services

Requirement: Provide medication for discharged patients, eliminating need for COVID-positive individuals to visit local pharmacies.

Implementation: Existing nurse station and adjacent portion of lobby converted to serve this function. Necessary work includes:

- Enclosure separating pick-up space from lobby
- Pick-up window with speaking portal and medication drawer
- Security camera, alarm, and access control systems
- Supplemental power and data, including emergency power
- Epoxy paint

3.1.2.3 Central Clean Storage

Requirement: Provide large space to store and distribute clean clinical supplies.

Implementation: Existing table/chair storage room converted to serve this function. Necessary work includes:

- Deactivate existing overhead door
- Partition infill of overhead doorframe with pair of swinging doors
- Access control system
- Storage shelving/inventory management systems
- Remove existing tables/chairs by RICC

3.1.2.4 Patient Restrooms/Showers

Requirement: Serve patient needs for access to toilet and hygiene facilities.

Implementation: Existing restroom groups modified to serve this function. Necessary work includes:

- Convert one existing toilet stall at each multi-user restroom to shower stall
- Remove existing toilet fixture and put in storage
- Install shower fixtures and piping
- Modify drainage/wastewater control
- Install shower enclosure/curtain

3.1.2.5 Critical Care Bay

Requirement: Provide access to intubation and stabilization treatments for patients who rapidly decompensate.

Implementation: Existing concession area converted to serve this function. Necessary work includes:

- Deactivate existing overhead door
- Partition infill of overhead door frame with pair swinging doors
- Oxygen distribution system
- Epoxy paint
- Supplemental power and data, including emergency power
- Remove food service display and equipment

3.1.2.6 Registration

Requirement: Provide administrative space for coordinating patient check-in.

Implementation: Existing show suite converted to serve this function. Necessary work includes:

- Remove existing glazed partition system and put in storage
- Partition infill with check-in window, speaking portal, and document slot
- Supplemental power and data, including emergency power
- Furnishings provided by RICC

3.1.2.7 Point of Care Testing/Lab Services

Requirement: Provide space for testing and management of patient blood samples.

Implementation: Existing Business Center and adjacent office converted to serve this function. Necessary work includes:

- Demolish partition to combine spaces
- Remove existing carpet
- Partition infill of existing door opening with transaction window
- Sheet vinyl flooring w/ vinyl cove base
- Epoxy paint
- Supplemental power and data, including emergency power
- Furnishings provided by RICC

3.1.2.8 Patient Respite Area

Requirement: Accommodate patient well-being and foster transition from inpatient environment to home care.

Implementation: Portion of existing pre-function lobby converted to serve this function. Necessary work includes:

- Construct partition to segregate area from larger lobby space
- Protect existing carpet with overlay boards
- Install temporary vinyl flooring
- Epoxy paint
- Seating provided by RICC

The Patient Respite Area supports the mental and behavioral health of patients isolated from their loved ones and who have been treated in a disaster hospital for an average of 5 to 7 days. It is essential to have a space where patients can have respite from a clinical setting. In addition, access to natural light has proven medical benefits and contributes to wholistic wellbeing and can aid and accelerate recovery and increase turnaround for new patient admission. This area will allow patients to relive stress and reduce anxiety (two elements that reduce the immune response) and have a more intimate space for electronic communication with family members, the only communication allowed during the pandemic. In addition, this location will aid in patient recovery by providing a space that helps them transition from clinical care to home care rather than going directly from cubicle to home.

3.1.2.9 Staff Donning/Doffing Areas

Requirement: Provide space for safe use and disposal of PPE.

Implementation: Existing alcoves at Exhibition Hall entry points converted to serve this function. Necessary work includes:

- Partitions separating don/doff areas
- Storage racks and waste bins

3.1.2.10 Staff Lockers/Changing

Requirement: Provide space for staff to store personal effects and change from soiled scrubs to street clothes at end of shift.

Implementation: Existing ballroom utilized to serve this function. Necessary work includes:

- Pipe-and-drape changing cubicles
- Locker installation, including removal of existing acoustic wall panels to facilitate required anchoring

3.1.2.11 Staff Dining/Lounge

Requirement: Provide space for staff meals and break area.

Implementation: Existing ballroom and mezzanine utilized for this function. Necessary work includes:

- Chairs/tables provided by RICC
- No physical construction required

3.1.2.12 Patient Dining

Requirement: Provide facilities to prepare, package, and distribute patient meals.

Implementation: Existing commercial kitchen facilities utilized for this function. Necessary work includes:

- Food service equipment provided by RICC
- No physical construction required

3.1.2.13 Command Centers

Requirement: Provide operational oversight, management, and emergency response.

Implementation: Existing conference centers utilized for this function. Necessary work includes:

- One-way mirror film over existing interior windows
- Furnishings provided by RICC

3.1.2.14 Support Room Photos



Photo 12: Inpatient Pharmacy – Cracks on Floor Sealed with Epoxy Paint



Photo 13: Inpatient Pharmacy – Ceiling Replaced with Gasketed Tiles to Create Air-Tight Room; Security Cameras Added



Photo 14: Inpatient Pharmacy – Fan Replaced and Cracks on Floor Sealed with Epoxy Paint



Photo 15: Inpatient Pharmacy and Central Clean Storage – Doors with Trilogy Locks Added

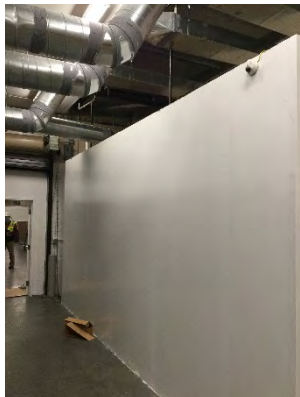


Photo 16: Central Clean Storage – Wall Added to Divide Central Clean Storage and Rx Stock Rooms; Security Cameras Installed



Photo 17: Outpatient Pharmacy – Counter Installed with Notch to Allow Use of Pass-Through Drawer for Rx Distribution



Photo 18: Registration – Half-Wall with Plexiglass Windows and Talk-Through Portals Installed



Photo 19: POC Testing Room – Framed Opening with New Floor and Sink

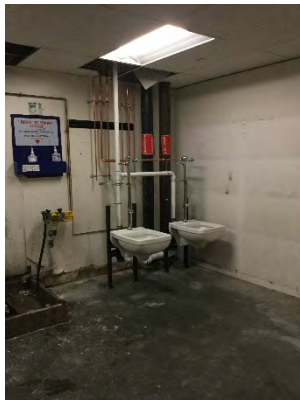


Photo 20: Soiled Utility Room – Two Soiled Utility Sinks with Proper Plumbing Installed



Photo 21: Soiled Utility Room – Slop Sink Sealed to Prevent Leaks onto the Floor



Photo 22: 5th Floor Ballroom D – Soundproof Wall Panels Removed and Stored by RICC and Lockers Installed for Nurses

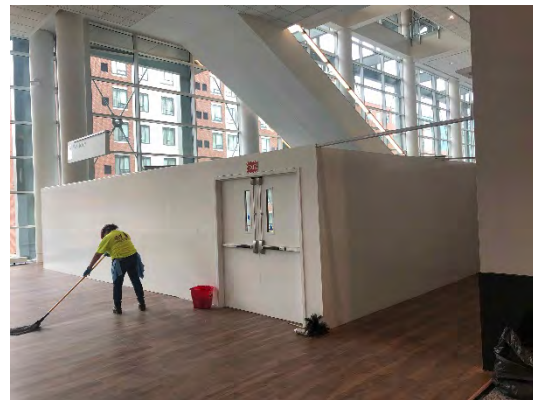


Photo 23: Patient Respite Area – New Vinyl Flooring and Wall Separating Patient Discharge Area



Photo 24: Northeast Women's Restroom – Toilet Stall Converted into Shower Stall

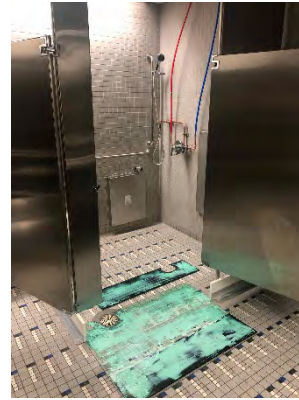


Photo 25: North Center Women's Restroom – ADA-Accessible Stall Converted to ADA Shower Stall

3.1.3 Mechanical Systems

3.1.3.1 Existing Conditions

The main convention center is served by seven indoor air handling units (AHUs) and associated return fans. Additional AHUs serve the adjacent pre-function space and meeting/event spaces on upper floors. Each hall of the main convention center is served by two AHUs, except the smaller Hall D, which is served by one unit. One of the hall AHUs serving Hall A is currently not operational, leaving six operational AHUs for the halls (A through D). The AHUs are original to the building (1994). The AHUs have hot water heating coils, chilled water cooling coils, and Minimum Efficiency Reporting Value (MERV) 7 pre-filters with MERV 13 final filters directly after the pre-filters. The AHUs and return fans are capable of operating in air side economizer mode.

The hall AHUs were designed for approximately 30% outdoor air, and can deliver approximately 2.5 cubic feet per minute (cfm) of supply air per square foot (sqft) of space, and 0.75 cfm/sqft of outside air. The hall AHUs are constant-volume single-zone, with exposed spiral ductwork and large round diffusers high up in the convention center. The diffusers have adjustable vanes to deflect supply air horizontally in cooling mode and vertically in heating mode. Returns for the hall are all up high, along the same wall as the AHUs (loading dock side).

A central plant provides the chilled water and hot water for the AHUs. The chillers, pumps, and boilers were all recently replaced. The boiler plant is gas-fired condensing hot water boilers. Chillers are large centrifugal machines. The base building control system is direct digital control (DDC) by Siemens, but the Owner is in the process of switching over to a Honeywell DDC system.

3.1.3.2 Design Approach

The intent of the mechanical design was to keep the main convention center negative to the surrounding spaces by means of an airflow offset between the total exhaust air and outside air. The six operating AHUs were rebalanced to deliver a fixed total of approximately 38,000 cfm of outside air. This equates to approximately 0.4 cfm/sqft, or about 2.5 air changes per hour (ACH) when calculating the large volume space based on the first 10 feet of height.

A new exhaust system was designed to exhaust 60,000 cfm. The system exhausts approximately 52,000 cfm from within the hall, equal to all of the outside air supplied (approximately 38,000 cfm) plus an additional 14,000 cfm offset to keep the hall negatively

pressurized to adjacent spaces. Additional exhaust is pulled from the patient respite area and associated toilet rooms.

The new exhaust system includes MERV 15 filtration upstream of the exhaust fans and high plume discharge nozzles. All existing exhaust systems serving areas used by COVID-19 patients such as bathrooms were disconnected and capped, and the spaces were exhausted via the new exhaust system. Low exhausts were also provided in areas such as intubation rooms, where there is expected to be a high volume of virus discharge. The exhaust system was designed with N+1 redundancy, such that the system can operate at full design airflow with one fan failed.

A dedicated HVAC system was required to serve the new pharmacy space. This was required to meet the temperature requirements, to separate it from the HVAC systems serving spaces housing COVID-19 patients, and to positively pressurize it in relation to adjacent spaces.

3.1.3.3 Design System Summary

The outside airflow on air handling units AHU-1 and AHU-3 through AHU-7 was rebalanced as indicated in the design approach section. Air handling unit AHU-2 was not used because of control and safety issues discovered during construction. The air side economizer was disabled, each relief damper was closed, and each return fan was rebalanced to the difference between the measured supply airflow and the new outside airflow. The duct static pressure at the discharge of AHU-20 (the unit serving the back of house support space) was increased to approximately 1.5 inches, as additional airflow was required from this unit to supply and positively pressurize the registration space.

A new four-fan exhaust system was installed on the low roof directly above the convention center, over Hall A. The discharge of each fan is provided with a 10-foot-high discharge stack/nozzle, and the inlet of each fan is connected to a filter plenum box with MERV 15 filters. All fans are connected to a common exhaust header upstream of each filter plenum. Each fan is provided with a variable frequency drive (VFD) and controlled to maintain a constant static pressure in the header. Manual isolation dampers are provided upstream of the filters to facilitate changing of filters on one fan while the remaining fans continue to operate.

From the header, four large spiral duct mains penetrate the roof and drop down into the convention center space. Two of the mains terminate in multiple large open-ended ducts, sized to minimize velocity and associated noise. The other two spiral duct mains run along the perimeter of the convention center, picking up each bathroom, the intubation room, the soiled utility room, and doffing areas. All existing exhaust systems serving areas used by COVID-19 patients (janitor's closets, toilet rooms) were disconnected from the existing exhaust systems and capped. New exhaust grilles were provided in each bathroom, and low exhausts were provided in the soiled utility closet connected to the new exhaust system. The two perimeter duct mains were sized to pick up shower and toilet trailers that were eliminated from the project.

A new split air conditioning (AC) system was installed to serve the pharmacy and adjacent clean storage. The condensing unit was installed at the loading dock, and the evaporator was installed in the clean storage room. Because of lead time issues on the originally specified unit with hot gas reheat, a substitute unit was provided with a downstream electric reheat coil for humidity control.

All controls for the new systems were standalone DDC using a Johnson Control System and are not tied into the existing convention center's control system.

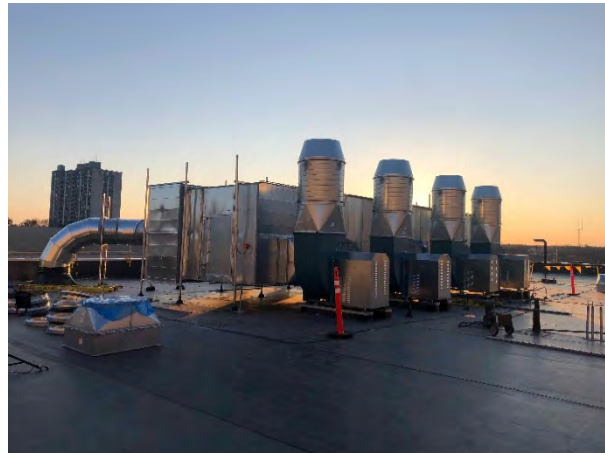


Photo 26: Fans on Roof

3.1.3.4 Mechanical Systems Photos



Photo 27: Penetrations at Roof for Exhaust Ducts



Photo 28: Exhaust Duct from Plenum to Roof Penetration



Photo 29: Filters within Exhaust Plenum on Roof



Photo 30: Guy Wire Connections to Roof at Fans



Photo 31: Main Exhaust System below Roof Penetrations



Photo 32: Exhaust Ducts Diverting from Main into Rx Distribution and Northwest Bathrooms

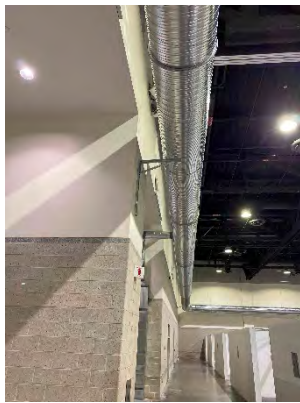


Photo 33: Exhaust System – Typical Sway Bracing Provided by Brackets or Diagonal Cable Stays



Photo 34: Central Clean Storage – New Air Conditioning Unit to Supply and Exhaust Pharmacy and Clean Loading



Photo 35: Central Clean Storage – New Supply Ducts for Pharmacy and Storage



Photo 36: Clean Central Storage – Exhaust Ducts for Clean Central Storage Room



Photo 37: Mechanical Room – Exhaust and Supply for Registration Room Provided by Tying into the Existing System



Photo 38: Mechanical Room – Registration Supply Provided through New Floor Penetration and Exhaust Provided by Tying Into Existing Supply Air Duct

3.1.4 Electrical Systems

3.1.4.1 Existing Conditions

The convention center is served by redundant utility services and transformers. A double-ended switchboard rated 3000-amp (A), 277/480-volt (V) receives the service entrance cables and serves as a method to power the entire facility on a single service and transformer if needed in an outage or for maintenance. Multiple switchboards downstream of the service entrance switchboard provide power to panelboards for general lighting and power as well as motor control centers for mechanical equipment power distribution.

Generator power at the convention center is provided via a single 1500-kilowatt (kW), 277/480V diesel engine generator at street level. Transfer switches provide the utility/generator power transition to power loads such as life safety lighting and signage, exhibition space exhaust, and various mechanical emergency motor control centers.

The convention center space allocated for patient bed pods is served by an array of floor boxes that include electric power, non-potable water, and sanitary drains. The electric power connections include one 60A, 120/208V, three-phase, four-wire connection and four 20A, 120V, single-phase twistlock outlets. All these connections are fed from normal utility power sources. These outlets are routinely used for exhibitions where the temporary partitions straddle these floor boxes, and a service corridor is created such that a maintenance technician can access the service floor boxes while events are underway. The exhibition center electrical shop maintains many cords, plugs, and distribution arrangements to support these events.

Additional power distribution is located on the catwalk level above the exhibition space that is used to drop power cables down into the exhibition space.

The convention center fire alarm is voice evacuation type because of the Assembly Use building occupancy.

3.1.4.2 Design Approach

With the exhibition area floor boxes readily available to power the bed pods, it was decided to utilize that power. Understanding that the floor box power is not generator power but utility power only, the nurse stations were separated from this concept and not powered from the floor boxes. Nurse stations are powered from temporary distribution that utilizes generator power.

Mechanical equipment, to the extent possible, was also powered from generator power. The temporary exhaust and the catwalk distribution systems were transferred to generator power.

The space fire alarm is a voice evacuation type system and remained in place unmodified for the use. Fire alarm interlocks were added for mechanical system shutdowns.

3.1.4.3 Design System Summary

For the bed pod area, the 60A, 120/208V three-phase four-wire floor box outlets were used to feed panelboards via SO cables as a temporary wiring method. Each bed pod includes two duplex outlets, ground fault circuit interrupter (GFCI) with weatherproof covers for protection during cleaning operations. Hospital grade AC cable is used from the panelboard to each set of outlets. Branch circuitry includes two bed pods per 20A circuit.

In order to power mechanical exhaust, pharmacy and other treatment areas, and the nurse stations with generator-backed power a building chiller automatic transfer switch and feeder was installed. Two of the three (N+1 configuration) chillers have generator power available to them for utility peak load shedding purposes. This transfer switch output was directed to a temporary distribution panel. To provide the nurse stations with generator power, the catwalk electrical distribution transformers needed to be transferred to the temporary generator distribution panel. Branch circuits were then run down from catwalk panelboards to the nurse station receptacles, water heaters, and sanitary pumps.

The mechanical exhaust system created a negative pressure in the Exhibition Hall area during normal operation. The building has existing smoke control systems for egress safety in the event of a fire. To ensure that the temporary exhaust system did not interfere with the as-design building smoke control, the temporary exhaust system is shut down on activation of any fire alarm in the building. This interlock is reset when the fire alarm control panel is reset.

3.1.4.4 Electrical Systems Photos

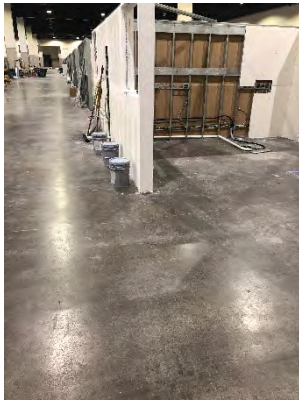


Photo 39: Partially Completed Wall with Wiring Tying into Existing Power Supply at Floor Box



Photo 40: Outlet at Patient Pod – Red Receptacle Does Not Indicate Emergency Power



Photo 41: Emergency Power Supply Tying into Existing System at Catwalk

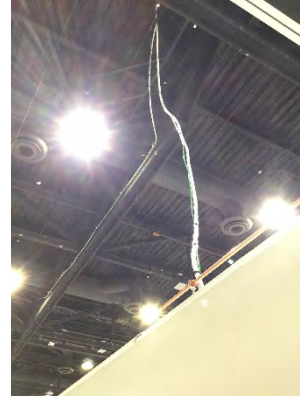


Photo 42: Emergency Power Supply from Catwalk to Transport Hold Patient Pods



Photo 43: Emergency Power Supply from Catwalk to Nurse Stations



Photo 44: Electrical Panel for Transport Hold Pods Attached to Emergency Power

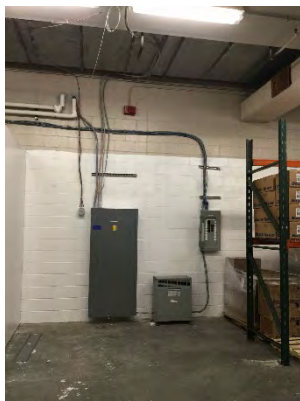


Photo 45: Central Clean Storage – Temporary Panels and Transformer to Supply Pharmacy with Emergency Power



Photo 46: Exhaust Fans – Power Supplied from Emergency System in Mechanical Room; Rooftop Penetrations are Properly Sealed

3.1.5 Plumbing/Fire Protection

3.1.5.1 Existing Conditions

3.1.5.1.1 Plumbing

The building plumbing systems include domestic and non-domestic water, sanitary/waste/vent, stormwater, natural gas, and compressed air systems. Upon review all are in good condition.

The domestic water system is serviced by one 8-inch service pipe. It is equipped with a compound meter. The non-domestic system supplied by a 4-inch take-off of the domestic system through a full-size reduced pressure backflow preventer.

The domestic system supplies only plumbing fixtures and kitchen equipment and is primarily a cold water distribution system.

Domestic hot water is provided to the toilet cores through a series of dedicated storage heaters, and a dedicated 140 deg F system is provided for the kitchen. The heaters appear in good condition and have been well maintained. The distribution system is fully recirculated, and the piping, valves, and heaters appear in good condition.

Domestic water is also distributed in every other column in the Exhibit Hall floor.

Non-potable water is provided to water and drain distribution boxes located across the Exhibit Hall floor. It is also distributed across the catwalks at the Exhibit Hall ceiling.

The sanitary/waste and vent systems are primarily gravity systems.

The majority of the sanitary system is below the Exhibit Hall floor slab and could not be viewed. However, portions of the waste system and vent system were visible and appear in good condition.

The sanitary waste system includes 2-inch drain connections located in supply and drain boxes located throughout the Exhibit Hall.

The natural gas system is dedicated to infrastructure equipment, primarily condensing boilers. The system is a low-pressure system. We could not ascertain the capacity of the existing meter assembly but assume it can accommodate the limited addition of new equipment.

The stormwater system consists of a primary roof water collection system. An overflow system is not required. The stormwater piping appears in good condition with all horizontal piping being insulated. There is no apparent sagging of pipe or indication of leaks.

The compressed air system consists of two compressors and appears in fair condition. Name plate data could not be obtained, so the information obtained is limited. The system appears to be a commercial type system and is not intended for medical or patient use. The compressed air is distributed to the Exhibit Hall across the catwalks at the ceiling.

3.1.5.1.2 Fire Protection

The building is equipped with a complete automatic sprinkler system. The system includes one 12-inch fire service equipped with a 350 horsepower (hp), 2,500-gallon per minute (gpm) fire pump and fire water storage tank.

The building is equipped with multiple wet zones and dry zones. Each service is equipped with fire department connections. The services are in good condition and appear to be well maintained and serviced on a regular basis.

The building includes fully automatic wet sprinkler protection throughout. The spacing and head types indicate the majority of the space is designed as Ordinary Hazard with heads spaced at approximately 130 sqft/head.

The system as installed appears in good condition and we see no issues with making modifications to support the proposed use.

3.1.5.2 Design Approach

3.1.5.2.1 Plumbing

The design approach was to utilize existing plumbing systems where possible. Domestic systems were to be expanded to serve new hand sinks, work sinks, toilets, and shower fixtures.

The existing sanitary waste and vent system would be expanded to serve the new fixtures.

Rather than expanding and modifying the existing domestic hot water system to include extensive supply and return piping and additional large-capacity storage tanks, the domestic cold water system was extended to serve point-of-use water heaters where needed.

3.1.5.3 Design System Summary

3.1.5.3.1 Plumbing

Domestic cold water was extended to all new plumbing fixtures. At each new fixture requiring hot water, a new point-of-use water heater was provided. Each heater was an Eemax model #EMT 2.5 electric heater with a capacity of 2.5 gallons and 120V, single-phase, 12 amp power.

Sanitary waste and vent were connected to the existing systems. Studor style air admittance valves were used at nurse station sinks to minimize vent runs and multiple connections to the vent system.

3.1.5.3.2 Fire Protection

The existing fire protection system was not modified as part of this project.

3.1.5.4 Plumbing/Fire Protection Photos



Photo 47: Domestic Water in Mechanical Room – Main Tie-in Point

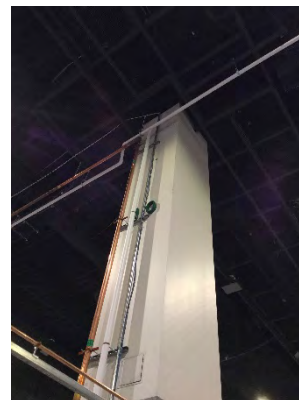


Photo 48: Domestic Water Distribution – Supported at Ceiling Level and then Carried Down Column to Nurse Stations

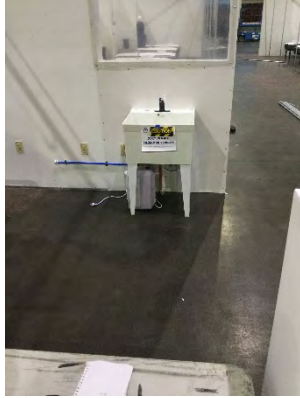


Photo 49: Hand Washing Sink at Nurse Station – Water Heated Using Portable Water Heater



Photo 50: Water Drainage – Connected to Existing Drainage within Floor Boxes in Patient Pods



Photo 51: Soiled Utility Room – Soiled Utility Sinks Tied into Existing Domestic Water Above Ceiling Tiles



Photo 52: Soiled Utility Room – Two New Sinks Installed and Connected to Existing Water Supply and Drainage

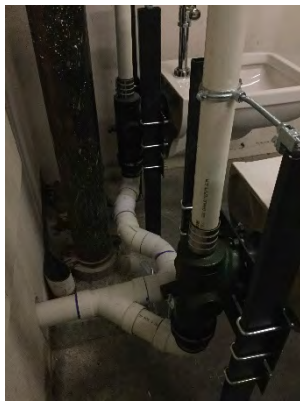


Photo 53: Soiled Utility Room – Drainage and Ventilation Connections for New Sinks



Photo 54: Soiled Utility Room Drainage – Sewage Connected to Existing Sewer through Wall in Emergency Exit Hallway 1 Floor Below



Photo 55: Soiled Utility Room – Existing Slop Sink Resealed to Prevent Leakage onto Floor



Photo 56: POC Testing Room – New Hand Washing Sink with Supply and Drainage through Wall from Adjacent Bathroom



Photo 57: Northwest Women’s Restroom – New Shower Base Constructed to Allow PVC Pipe to Run Directly to Existing Floor Drain



Photo 58: Mechanical Room – Typical Fire Proofing Used at Wall Penetrations for Mechanical Room

3.1.6 Oxygen

3.1.6.1 Existing Conditions

There were no existing oxygen systems in the building.

3.1.6.2 Design Approach

Medical grade oxygen was to be provided at each patient bed. As the patient population was intended to be ambulatory, the system was designed to provide 10 liters per minute (lpm) at each bed at 50 pounds per square inch (psi).

3.1.6.3 Design System Summary

Medical Grade oxygen was supplied to each patient bed at 10 lpm at 50 psi. The system was designed with a total system pressure loss of 5 psi and pipe size based on a friction loss of approximately 0.571 psi/100 feet. The system was designed in accordance with National Fire Protection Association (NFPA)-99 and includes zone valve boxes at each nurse station and area alarm panels monitoring the systems pressures.

The bulk source of oxygen is supplied by a liquid oxygen system consisting of a primary tank and reserve tank. The bulk system supplies the distribution system through a hard pipe connection to an Emergency Oxygen Supply Connection (EOSC). The bulk source is monitored at two master alarm panels.

3.1.6.4 Oxygen Photos



Photo 59: Oxygen Distribution System – Box at Connection to Bulk Supply



Photo 60: Oxygen Distribution System – Copper Piping Supported at Ceiling Level Until Distributed to Patient Pods



Photo 61: Oxygen Distribution System – Unistrut Column Used to Support Copper Piping at Drop to Patient Pods



Photo 62: Oxygen Distribution System – Uncovered Valve Box



Photo 63: Oxygen Distribution System – Connection at Patient Pod prior to Installation of Cover



Photo 64: Oxygen Distribution System – Typical Area Alarm Panel

3.1.7 Site Work

3.1.7.1 Existing Conditions

The RICC is bounded to the west by Interstate Highway 95 (I-95), to the north by West Exchange Street, to the south by Snow Street and to the east by Sabin Street. The topography consists of an urban developed landscape consisting mainly of asphalt paved roadways and parking lots with adjoining concrete sidewalks (see Figure 13).



Figure 13: Aerial View of Existing RICC

3.1.7.2 Design Approach

There were two basic approaches to the site design for this facility:

- Vehicular Traffic Management on Sabin Street
- Exterior Site Equipment Protection

Traffic management was focused on installing temporary traffic management devices to safely separate vehicles approaching the facility to pick up patients and vehicles travelling south on Sabin Street. This separation would be achieved by placing a line of concrete traffic (Jersey) barriers along Sabin Street, so as to provide a separate access lane for parking and patient pick and a separate travel lane on Sabin Street. Advanced warning and directional signage were proposed upstream of the traffic barriers. Also, a portable electronic message board would be installed upstream of the RICC to identify the name of the facility and to direct patient pick-up traffic (see Figure 14).



Figure 14: RICC Design Concept

Since this facility will be located within a secured building, site security will focus on protecting outside mechanical and oxygen supply equipment from accidental or intentional vehicle impacts and vandalism. This level of protection would be achieved by placing Jersey barriers and temporary chain-link fencing where needed. For addition protection, double rows of Jersey barrier would be added in front of the oxygen supply tank and equipment.

3.1.7.3 Final Design Execution

The traffic management plan was presented to the City of Providence Traffic engineer and approved. Barriers were placed along Sabin Street as planned as well as addition barrier was installed to block all traffic on Snow Street along the RICC. Advanced warning and guide signs where installed as well as the portable message board. As of the date of this report, traffic barriers have not been installed along Sabin Street.

To provide protect around the oxygen tank and equipment, a number of Jersey barriers with chain-link fencing was installed around the perimeter. A double row of barrier were installed where vehicle impacts were most likely to occur (see Photo 65 below).

3.1.7.4 Site Work Photos



Photo 65: Oxygen Distribution System – Bulk Supply Storage with Jersey Barrier Protection



Photo 66: Oxygen Distribution System – Bulk Supply Storage with Jersey Barrier Protection



Photo 67: Oxygen Distribution System – Storm Water Drains Plugged at Bulk Storage Location

3.1.8 Signage/Wayfinding

Signage and wayfinding is an important component of the field hospital. It serves patient, staff, and support teams equally and in different ways. For patients it is a way to locate services such as toilet and shower rooms or respite and nourishment areas. For clinical staff it is a way to quickly locate patient wards, beds, and nurse stations, as well as such critical items as code cart locations, eyewash stations, and fire extinguishers. Simple room signage allows staff to quickly locate lab, pharmacy, O2 storage, and donning and doffing rooms. For support staff it is a way to navigate and identify hot, warm, and cold zones in the building. Exterior wayfinding is also an integral part of the field hospital design and implementation. In addition to helping staff locate appropriate parking and building entrances, exterior wayfinding helps patient transport and supply delivery personnel navigate the large site.

For this particular type of environment, signage must be large enough and simple enough to be seen quickly by patients and non-patients alike. People under stress benefit from simple, easily seen and understood signage for locations of key spaces or equipment. For example, if a patient is not feeling well, being able to quickly identify and locate a toilet room can be essential. If a clinical staff person needs to locate a code cart to assist a patient, the faster the employee can locate that cart the faster proper care can be provided in a timely manner.

This design philosophy benefits exterior wayfinding as well, providing approaching healthcare transport personnel the ability to quickly ascertain the proper route to drop off patients or, more

important, to pick them up for immediate transport to the hospital. Exterior wayfinding is an integral part of the field hospital design and implementation. In addition to helping staff locate appropriate parking and building entrances, exterior wayfinding helps patient transport and supply delivery personnel navigate the large site.

The condensed construction timeline posed additional constraints on designing and implementing a successful signage and wayfinding package for these sites. It required materials that could be produced quickly and economically, and installation needed to be simple.

With these design directives in mind, the design/construction team partnered with Sunshine Sign, 121 Westboro Road, North Grafton, MA. Having previously developed signage and wayfinding components for a COVID-19 field hospital in Massachusetts, Sunshine Sign was uniquely qualified to provide the proper materials and design support in a compressed timeline. A series of icon-based graphics, clear, simplified text, and color-coded systems were implemented using a variety of corrugated plastic flat and tented signage components adhered with double-sided tape/Velcro systems. Some exterior wayfinding signage was provided by the civil subcontractor, while large A-frame sandwich boards were created by Sunshine Sign to indicate control point and patient entries. A subset of signage was produced to signify the identity of the facility as well.

Basic wayfinding and identification signage was designed, produced, delivered, and installed by final inspection deadlines. User requests and on-site reviews have led to the development and alteration of some signage and wayfinding. These adjustments are ongoing and scheduled to be complete before any scheduled patient arrivals.

3.1.8.1 Signage/Wayfinding Photos

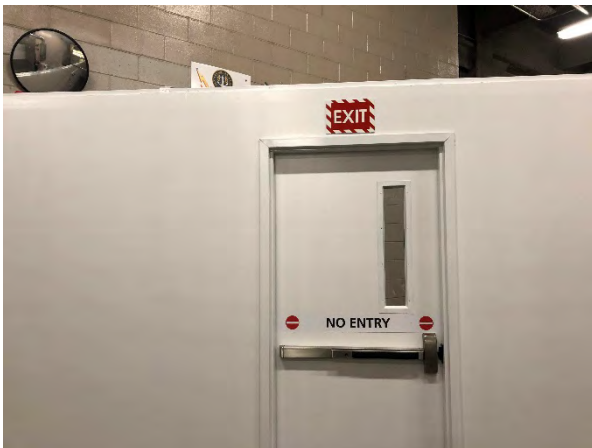


Photo 68: No Entry Signage



Photo 69: Warning Signage



Photo 70: Wayfinding Signage



Photo 71: Restrictive Signage

3.1.9 Furniture, Fixtures, and Equipment (FF&E)

FF&E for the RICC facility included a mixture of rented pieces from existing building stock, salvaged items from the Cranston site, items brought by RICC, and new equipment provided by both RICC and the State.

- File cabinets for patients to store personal belongings as well as small trash bins were sourced from stock provided by the Owner of the Cranston site at no cost.
- For the patient bays, the State procured the patient beds and associated mattresses and vinyl covers as well as the lamps, charting clipboards, IV hooks, and privacy curtains. Cubicle curtains and rings were sourced and procured by the team. To shorten the time to fabricate and deliver the curtains and reduce cost, the team did not require specific or matching patterns/colors, as this is a temporary facility.
- In the nurse station, charting areas and other support areas, folding tables and task chairs were rented by RICC.
- Medication dispensers and associated medication towers were provided by RICC. Daily clinical supplies, handwashing and drying accessories, I-Stats, and portable O2 cylinders were also provided by RICC. Supply shelving, slide boards, flow meters, code carts, IV carts, portable vitals monitoring equipment, portable suction, wheelchairs, commodes, mirrors, Mayo stands, portable procedure lights, IV poles, and electrocardiogram (EKG) machines along with a small list of accessory supplies were provided by a State-approved medical equipment supplier.
- RICC provided its own Information Technology (IT) equipment.
- Furniture for the Patient Discharge area and some of the support spaces was a combination of rented pieces from existing on-site supplies, salvaged equipment from Cranston, and IT equipment supplied by RICC.
- RICC provided the pharmacy medication dispensers in the nurse stations, workstations, and other IT equipment, while the furnishings were existing on-site re-purposed items. Supply shelving was provided by State Procurement.

- The ice machine in Patient Nourishment, already on site, was serviced and disinfected. Refrigerators were provided by State Procurement.

Table 3: FF&E at RICC

Item #	Desc	Grand	Notes	Delivered
BED-1	Beds	546	Delivered to RICC	
MATT-1	Mattresses	546	Delivered to RICC	
MCOV-1	Mattress cover	546	Delivered to RICC	
MCOV-2	Mattress Cover - washable	546	Delivered to RICC	
FL-1	Floor Lamp	537	Delivered to RICC	
WH-1	Wall hook for hanging IV bag	537	Delivered to RICC	
CC-1	Cubicle Curtain ~7' length nom.	537	Delivered to RICC	
CC-2	Cubicle Curtain ~10' length nom.	537	Delivered to RICC	
CR-2	Curtain Rings & Med Binder Clips	21360	Delivered to RICC	
MS-1	Mayo Stands - chrome	60	Delivered to RICC	
PL-1	Portable Procedure Light	2	Delivered to RICC	
CM-1	Cardiac Monitor	12	Delivered to RICC	
CC-1	Crash Cart	4	Delivered to RICC	
VSM-1	Vital Sign Monitors on Roll Stand w/NIBP, SpO2, Temp - Massimo- spot monitor - Xlg Adult (20), Lg Adult(96), Adult (96) & Child(96) Cuffs	96	or 6 rental units delivered on 4/18. Delivered 19 units to site on 4/24. Additional 3 units to be delivered to RICC 4/29	
EKG-1	EKG Machines- 12 lead on cart - printer - Philips preferred	6	Delivered to RICC	
IP-1	Infusion Pumps (very few meds through IV pumps per conference call) Baxter preferred - standard tubing set (old Sigma)	50	Delivered to RICC	
IPOL-1	IV Poles (50 for pumps & 50 for ambulation) pump weighs about 2 lbs. 5 or 6 wheel base	100	Delivered to RICC	
PSM-1	Portable Suction Machine	24	Delivered to RICC	
THM-1	Thermometers (small Excerpton or Tympanic) - TAT-5000	96	Delivered to RICC	
BBA-1	Backboard (Adult) w/ Straps, Poly board w/ handles for CPR - full length if possible	6	Delivered to RICC	
BBC-1	Backboard (Child) w/ Straps, Poly board w/ handles for CPR	6	Delivered to RICC	
COM-1	Commode, Bedside - 20 Bari, 580 standard w/ arms & back	537	Delivered to RICC	
STB-1	Stretcher, Bariatric (gurney), w/ IV pole, ideal is elevating back (Stryker)	2	Delivered to RICC	
STS-1	Stretcher, IV Rod	15	Delivered to RICC	
W3-1	Walker, 300lbs, w/ wheels, FOLDING	52	Delivered to RICC	
W7-1	Walker, 700lbs, w/ wheels, FOLDING	5	Delivered to RICC	
WC22-1	Wheelchair, 22", swing aways, footrests w/ IV pole & O2	12	Delivered to RICC	
WC26-1	Wheelchair, 26", swing aways, footrests w/ IV pole & O2	12	Delivered to RICC	
WC18-1	Wheelchair, 18", swing aways, footrests w/ IV pole & O2	12	Delivered to RICC	
WC24-1	Wheelchair, 24", swing aways, footrests w/ IV pole & O2	12	Chairs delivered. Awaiting IV/O2 holders due at CME on 4/29	
VL-1	VIDEO LARYNGOSCOPE	2	1 loaner unit delivered 4/18. New product scheudyle to arrive mid-May	
BP-1	BIPAP Machine	4	Delivered to RICC	
DF-4	Defib - Add 1 to the other request for 3 on crash cart	4	To be delivered to RICC on 4/29	
STETH-1	Littman Classic Stehoscope - 28"	60	Delivered to RICC	
POTTP-1	Portable otoscope ophthalmoscope-- battery powered	6	Delivered to RICC	
CART-1	Push carts	60	Delivered to RICC	
OFM-1	Oxygen Flowmeters - 0-15 LPM - DISS Handticht - flowtube preferred	534	277 delivered - balance to ship in 2 shipments, estiated shipping from Amico on 4/24 and 5/1	
CART-3	Metro Wire Carts, 48" X 36" X 48"	48	Delivered to RICC	
SB-1	biohazard waste container	100	Delivered to RICC	
LH-1	Linen Hampers	100	Delivered to RICC	
MIR-12	small mirror	6	Delivered to RICC	
MIRFL-1	full length mirror	6	Delivered to RICC	
LS-1	VSCAN & accessories	2	Delivered to RICC	
IP-1	More Baxter Pumps	50	to be delivered to RICC on 4/29	
IPOL-1	More IV Poles	25	Delivered to RICC	
RB-1	Restraint Board with leather wrist and ankle straps	1	Delivered to RICC	
TR-1	Tray	20	Delivered to RICC	
SS-1	Step Stool	24	Delivered to RICC	
STS-1	Standard Stretchers	10	To arrive at CME aroun 4/29. Will deliver to site when they arrive.	
BB-1	backboard and bracket for crash cart	2	Delivered to RICC	

3.1.10 Patient Food Service

- RICC patient food service is provided by the existing staffed commercial kitchen. Meals are "lunchbox" style with disposable containers and utensils to limit return of contaminated waste from the hot zone back to the kitchen.
- Refrigerators are provided within the patient care area at the nurse stations for snacks and prepacked food items to be accessible by patients. There is also an ice machine located within the patient care area for patient use.

3.1.11 Codes/Variances

3.1.11.1 Architectural

Under the provisions of the Rhode Island Life Safety Code (NFPA 101 with Amendments) and the Rhode Island State Building Code (RISBC) (International Building Code [IBC] 2015 with Amendments) as modified by RISBC Blanket Variance (BV)-32 issued April 5, 2020; Rhode Island State Fire Code (RISFC) BV-20-01 issued March 18, 2020; RISFC BV-20-01A issued April 4, 2020; and Executive Order 20-21 issued April 10, 2020, work has been completed at the Rhode Island Convention Center.

The following variances have been discussed, reviewed, and approved in the field:

Table 4: Code Variances at RICC – Architectural

RISFC	RISBC-1	Requirement	Comments
18.1.6.1	Table 504.3 & Table 504.4	Minimum construction for buildings ≥4 stories type II (222) / type 1 B	Existing construction is non-combustible protected. The rating of the protection was not reviewed. It may meet the 2-hour requirement. Sprayed Fire-Resistive Material thickness has not been tested.
18.2.5.7.2.3	407.4.4.5.1	Sleeping Suite Maximum size 10,000 sqft.	Project is set up in “ward” configuration in order maximize the number of available beds that may be needed to accommodate the potential surge in COVID-19 patients.
18.2.6.2.3	407.4.2 & Table 1017.2	Sleeping Room Travel Distance – 50’	This space is not set up as a “room” configuration
18.3.2.1.2	509.4 & Table 509	1-hour rated fire barrier @ storage room greater than 100 sqft.	Existing walls have 1-hour rating. New temporary doors are not rated.

3.1.11.2 Mechanical, Electrical, and Plumbing / Fire Protection (MEP/FP)

Under the provisions of the Rhode Island Life Safety Code (NFPA 101 with Amendments) and RISBC (IBC 2015 with Amendments) as modified by RISBC Blanket Variance BV- 32 issued April 5, 2020, RISFC BV-20-01 issued March 18, 2020, RISFC BV-20-01A issued April 4, 2020 and Executive Order 20-21 issued April 10, 2020, work has been completed at the Rhode Island Convention Center.

The following variances have been discussed, reviewed, and approved in the field:

Table 5: Code Variances at RICC – MEP/FP

RISFC	RISBC-1	RISBC-5	IMC-22015	Requirement	Comments
			606.2.1	Return duct smoke detector for AC-1	Area smoke detector was installed at the pharmacy return grille to shut down the unit
18.3.5.6	903.3.2			Quick Response Sprinkler Heads	Existing sprinkler system is not being altered.
		517.18		Patent Bed Receptacles	Receptacle quantity is reduced. Critical branch is not available. GFCI devices utilized.
		517.12		Wiring Methods	Temporary Wiring Methods are utilized under Article 590 for various temporary installations
		517.30		Medical Gas Monitoring and Alarm	Life Safety Branch power and wiring methods not adhered to.

3.2 Medical Equipment Procurement

In addition to the typical bay-level equipment already discussed, pod- and ward/facility-level equipment was sourced and provided as required by the program where it could not be provided

by the host institution. The equipment procured at RICC is shown in Appendix H – Medical Procurement Inventory.

3.3 Operation and Maintenance (O&M) of RICC AHS

O&M for AHS RICC is split between two organizations: Arden Engineering Constructors (Arden) and the existing O&M Staff residing at the RICC.

The State of Rhode Island has executed an O&M contract with Arden to provide support directly to Lifespan. This support includes repair and maintenance of all improvements made through the contract for constructing the AHS. The O&M contract includes providing support in areas that have COVID-19-positive patients. In those area containing COVID-19-positive patients, contractor personnel are required to wear the proper PPE. The PPE is to be provided by RING, not Lifespan.

Arden is responsible for providing support to Lifespan in all three zones: Cold, Warm, and Hot. The scope of work is the same regardless of the zone in which the activity occurs. The duties include, but are not limited to, cleaning, repairs, refuse removal, and replacement of damaged or malfunctioning systems.

Depending on the location of the required work, the Arden personnel will have to wear PPE. As part of the proposal the responding contractors understood that their personnel would be working in hazardous areas.

The process to engage Arden for the O&M work is through the Mayor’s Cell provided by RING. CPT Hunt is the leader of the organization. He is located on the 4th floor of the RICC in the Providence Room. His email address is: scottmhunt@hotmail.com.

The second organization providing support to the RICC facilities is the organic support group run by Larry Comfort. Based on the contract, the organic O&M personnel are to maintain the existing facilities. This includes all existing mechanical systems, conveyance systems, electrical systems, and plumbing systems. The RICC O&M personnel are also responsible for the actual building and all items of maintenance not included in the Arden contract.

However, based on the Union Contract, the existing O&M personnel will not be allowed to work in the “Hot Zone.” As such, any facility work needed in the COVID-19 Area, will be performed by Arden and reimbursed by the RICC.

Attic Stock:

Dimeo, in conjunction with Arden, determined possible items that may be needed on short notice and had more than a 24-hour lead time. These items were deemed critical for the medical mission to continue with minor interruptions. The list is below:

Table 6: Attic Stock List - RICC

<i>Item</i>	<i>Quantity</i>	<i>Location</i>
Paint	1 gal	Stored at AHS RICC
Hot Water Heaters	2 ea.	Stored at AHS RICC
Sink	1 ea.	Stored at AHS RICC
Faucets	2 ea.	Stored at AHS RICC
Faucet Replacement Batteries	12 ea.	Stored at AHS RICC
Replacement Belts for Electric Fans	1 set	Stored at AHS RICC
Replacement Filters Electric fans	1 set	Stored at AHS RICC

3.4 Build-Back Considerations

3.4.1 Architectural

3.4.1.1 General

- Select areas of existing carpet may require cleaning if soiled
- Replace any existing carpet removed; if matching carpet cannot be obtained, extent of carpet replacement to be coordinated with RICC
- Remove all temporary signage
- Return all furniture and equipment provided by RICC to original location
- Return all belt and stanchion barriers provided by RICC to original locations
- Restore original fire rated construction where walls were penetrated for ductwork, piping, etc.
- Patch, paint, and or refinish any existing surfaces impacted by construction
- Remove all medical supplies and incidental equipment
- Refer to engineering description for restoration relating to building systems
- Items denoted (*) on the record drawings could potentially be left as-is, if no adverse impact is determined by RICC, to mitigate restoration expenditure.

3.4.1.2 Patient Wards

- Remove all medical furnishings and equipment
- Remove all temporary partitions
- Remove all systems supporting medical functions including oxygen distribution
- Remove partition adhesive from existing floor; if adhesive has adversely impacted existing finish, refinishing may be required

3.4.1.3 Inpatient Pharmacy Services

- Return existing kitchen equipment to original location
- Remove partitions constructed for secure storage
- Remove door to secure storage and infill masonry opening (*)
- Remove HEPA-filtered interlocked pass-through and associated partition
- Reinstall existing door in place of pass-through
- Remove security camera, alarm, and access control systems
- Reinstall original door hardware where replaced for access control (*)
- Remove eyewash
- Reinstall grease trap
- Remove floor drain encapsulation
- Remove louver / exhaust encapsulation
- Remove supplemental power and data, including emergency power

- Return ceiling and light fixtures in show suite to original condition

3.4.1.4 Outpatient Pharmacy Services

- Remove enclosure separating pick-up space from lobby
- Remove pick-up window with speaking portal and medication drawer
- Remove security camera, alarm, and access control systems
- Remove supplemental power and data, including emergency power
- Remove partition adhesive from existing floor; if adhesive has adversely impacted existing finish, refinishing may be required

3.4.1.5 Central Clean Storage

- Reactivate existing overhead door
- Remove partition infill of overhead door frame and pair swinging doors
- Remove access control system
- Remove storage shelving / inventory management systems

3.4.1.6 Patient Restrooms / Showers

- Reinstall existing toilet fixtures
- Remove shower fixtures and piping
- Remove drainage / wastewater control modifications
- Remove shower enclosure / curtain
- Replace tile where damaged by attachments; if matching tile cannot be obtained, coordinate extent of tile replacement with RICC

3.4.1.7 Critical Care Bay

- Reactivate existing overhead door
- Remove partition infill of overhead door frame and pair swinging doors
- Remove oxygen distribution system
- Remove supplemental power and data, including emergency power
- Reinstall food service display and equipment
- Restore fire rating of door compromised by vent installation; if rating cannot be restored, replace with new fire rated door

3.4.1.8 Registration

- Remove partition infill with check-in window, speaking portal, and document slot
- Reinstall existing glazed partition system
- Remove supplemental power and data, including emergency power

3.4.1.9 Point of Care Testing / Lab Services

- Rebuild partition to separate spaces (*)

- Remove partition infill of existing door opening with transaction window
- Remove vinyl flooring w/ vinyl cove base
- Remove supplemental power and data, including emergency power
- Install new carpet comparable to existing carpet removed

3.4.1.10 Patient Respite Area

- Remove partition construction segregating area from larger lobby space
- Remove temporary vinyl flooring
- Remove carpet protection and overlay boards

3.4.1.11 Staff Donning / Doffing Areas

- Remove partitions separating don/doff areas
- Remove storage racks, waste bins, and mirrors

3.4.1.12 Staff Lockers / Changing

- Remove pipe and drape changing cubicles
- Remove lockers and reinstall existing acoustic wall panels if feasible; if not feasible, provide new acoustic wall panels matching existing

3.4.1.13 Staff Dining / Lounge

- N/A

3.4.1.14 Patient Dining

- N/A

3.4.1.15 Command Centers

- Remove supplemental power and data, including emergency power
- Remove one-way mirror film over existing interior windows (*)

3.4.1.16 Soiled Utility Room

- Remove clinical flushing-rim sinks w/ bedpan washers
- Restore fire rating of door compromised by vent installation; if rating cannot be restored, replace with new fire rated door

3.4.1.17 Ambulance Bays

- N/A

3.4.1.18 Warm Zone Staff Restrooms

- Remove PPE storage racks, waste bins, and mirrors

3.4.1.19 Loading Bays

- Remove partitions separating clean/soiled zones
- Return existing dumpsters and trash compactor to original locations

- Remove safety barriers at loading bays used for bulk oxygen system

3.4.1.20 Warm Zone Staff Respite Area

- Remove PPE storage racks, waste bins, and mirrors
- Remove refrigerator

3.4.2 Mechanical

Returning the facility to its pre-AHS state will require complete demolition of the exhaust fan system on the roof, the standalone control system, VFDs, power wiring, fire alarm interconnection, and all associated exhaust ductwork. The split AC unit serving the pharmacy will also be demolished, including the electric duct heater, standalone control system, power wiring, fire alarm interconnection, and all associated ductwork. Outside air ductwork shall be disconnected from the existing intake louver. The existing supply diffusers in the pharmacy shall remain for makeup air to the pre-AHS kitchen space. Patching of the roof, exterior walls, and interior walls will be required.

Existing air handling units serving the hall (AHU-1, AHU-3 through AHU-7) and their associated return fans shall be re-balanced to their original design airflows as indicated in the existing mechanical drawings (supply, return, and outside airflows). Airside economizer control shall be enabled, including control of the outside air, return air, and relief air dampers.

The supply ductwork, return ductwork, and associated registers serving the registration room shall be demolished, leaving only the original open-end supply duct above the ceiling. In the mezzanine, the supply ductwork serving the registration room shall be disconnected from the AHU-20 supply main, and the main should be capped and re-insulated. The supply ductwork serving the registration space shall be re-connected to the AHU-4 supply duct main as indicated in the existing mechanical drawings.

The supply ductwork serving the POC testing space shall be re-balanced to original supply airflows, and the existing return grille shall be uncovered.

All existing toilet rooms and janitor closets shall have their existing exhaust grilles re-connected to the base building toilet room exhaust systems, and balanced as indicated in the existing mechanical drawings. All existing toilet room exhaust grilles that have been blanked off shall be uncovered.

3.4.3 Electrical

All the bed pod area feeds from the existing floor boxes will simply be unplugged and removed. Bed pod panelboards and branch wiring will also be removed as temporary equipment. Some material may be retained for future use in the convention center.

The temporary generator distribution and associated chiller feeder will need to be restored. This includes temporary Service entrance cable, type R (SER) feeders to the catwalk distribution. Catwalk panels and transformer will need to be fed from the original source.

All the temporary mechanical equipment, pharmacy distribution, medical gas monitoring, and branch wiring, and conference room temporary branch wiring will need to be restored.

Fire alarm modules and programming to interlock the temporary exhaust fans with the building detection and alarm system will need to be removed from the fire alarm system.

3.4.4 Plumbing/Fire Protection

All new plumbing, including waste and vent, cold water, hot water, and point-of-use heaters installed as part of the renovations shall be disconnected and removed.

Cold water and hot water branch piping shall be cut back to the connection point of the existing systems and valved and capped.

Sanitary, waste, and vent piping serving new fixtures such as the clinical service sinks shall be cut back to the point of connection and plugged.

Waste piping serving nurse station sinks will be disconnected from the floor boxes and the floor boxes returned to their original condition.

3.4.5 Oxygen

The new oxygen system shall be disconnected and removed in its entirety including all medical gas outlets, branch piping, zone valve boxes, area alarm panels, and master alarm panels. The EOSC surface-mounted box shall be removed and the exterior wall core patched and repaired to original condition.

The existing loading dock drain located adjacent to the Bulk Oxygen Supply Trailer that was plugged during the project shall have the plug removed and the drain brought back to original condition.

3.4.6 Site

- Remove all concrete traffic barriers from Sabin Street and Snow Street (if installed).
- Remove temporary directional traffic signs (if installed).
- Remove portable changeable message sign (if installed).
- Remove and dispose chain-link fencing mounted on traffic barriers in front of oxygen tanks.
- Remove traffic barrier surrounding oxygen tanks.
- Remove temporary chain-link fencing along oxygen tanks.
- Remove chain-link gate in front of oxygen tanks.
- Remove oxygen tanks and supporting equipment.
- Remove steel plates that were under the oxygen tanks.
- Repair asphalt or concrete pavement where needed.
- Repair concrete loading dock where oxygen piping is attached.

3.4.7 Cost

A program-level cost estimate to perform build-back is provided with Appendix J.

ATTACHMENT C



AECOM



AKF

DIMEO

PROJECT: AHS - CONVENTION CENTER
RHODE ISLAND CONVENTION CENTER
1 SABIN ST
PROVIDENCE, RI 02903

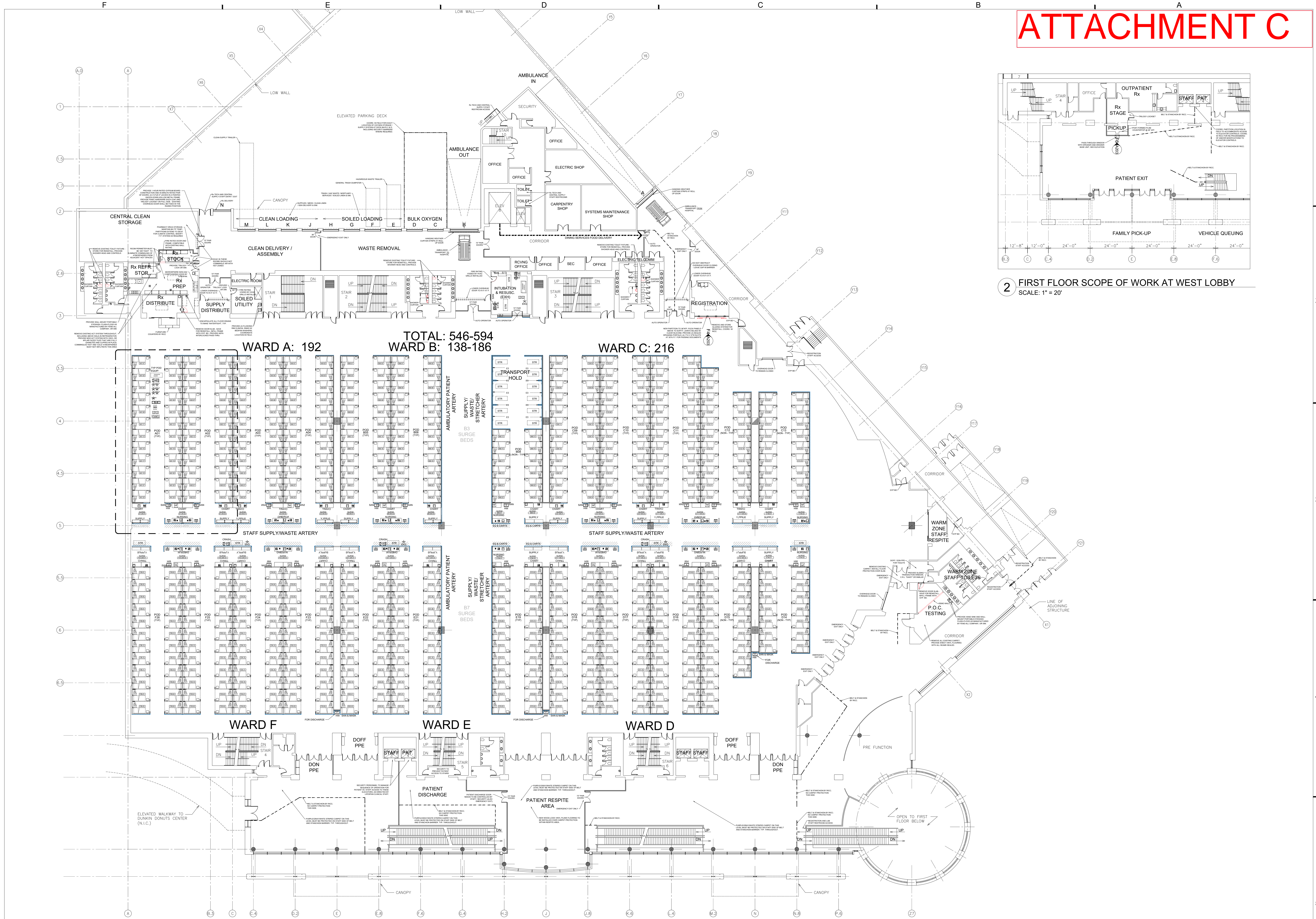
TITLE: THIRD FLOOR OVERALL PLAN

THIS DRAWING IS THE PROPERTY OF NEMD ARCHITECTS, INC. AND SHALL NOT BE USED OR COPIED WITHOUT ITS CONSENT

RELEASE TYPE:
 AS-BUILTS

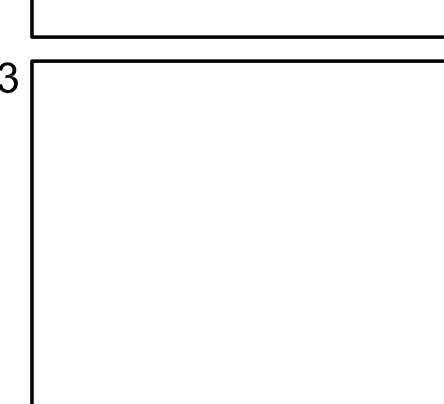
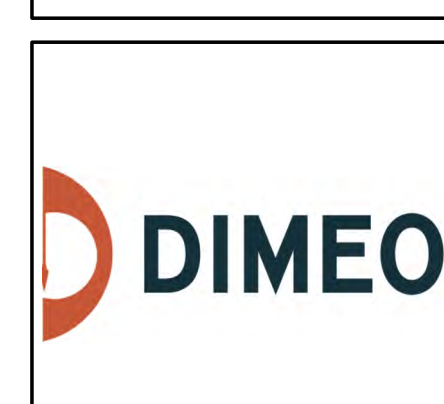
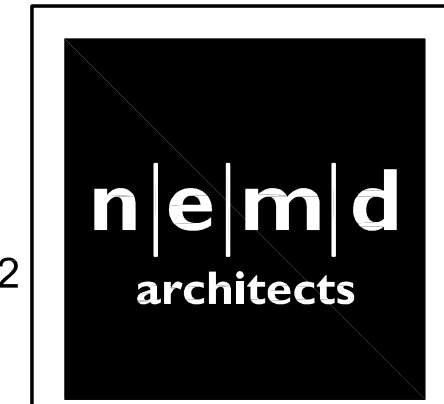
RELEASE DATE/TIME:
5 05-11-20 / 13:00
PROJ. NO.: 20016.101-60830477-01
DRAWN BY: AAA
CHKD. BY: BBB
SCALE: AS NOTED
DRAWING NO.

A103



1 THIRD FLOOR DIMENSION PLAN
SCALE: 1" = 20'

2 FIRST FLOOR SCOPE OF WORK AT WEST LOBBY
SCALE: 1" = 20'



PROJECT: AHS - CONVENTION CENTER
 RHODE ISLAND CONVENTION CENTER
 1 SABIN ST
 PROVIDENCE, RI 02903

TITLE: TYP. POD PLAN & INTERIOR ELEVATIONS

THIS DRAWING IS THE PROPERTY OF NEMD ARCHITECTS, INC. AND SHALL NOT BE USED OR COPIED WITHOUT ITS CONSENT

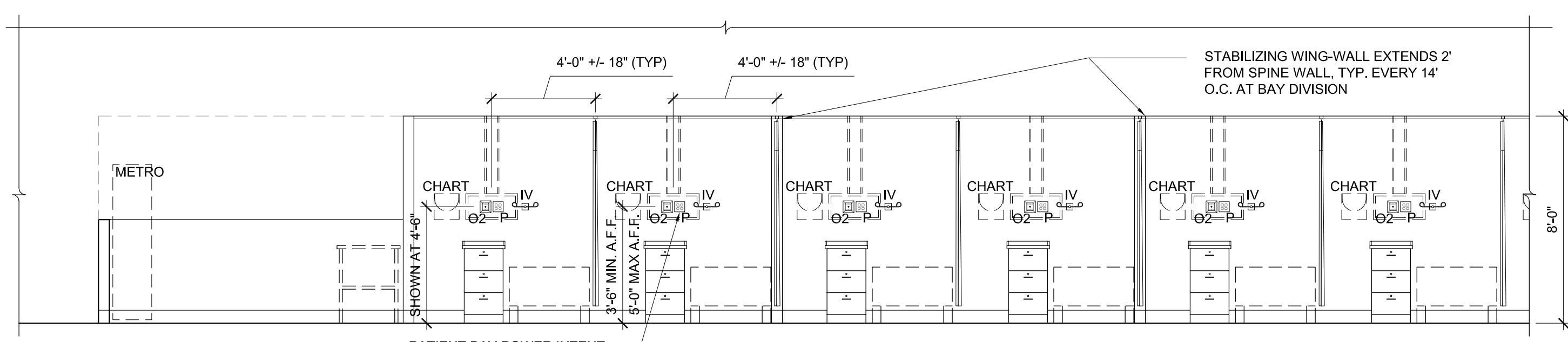
RELEASE TYPE: AS-BUILTS

RELEASE DATE/TIME:

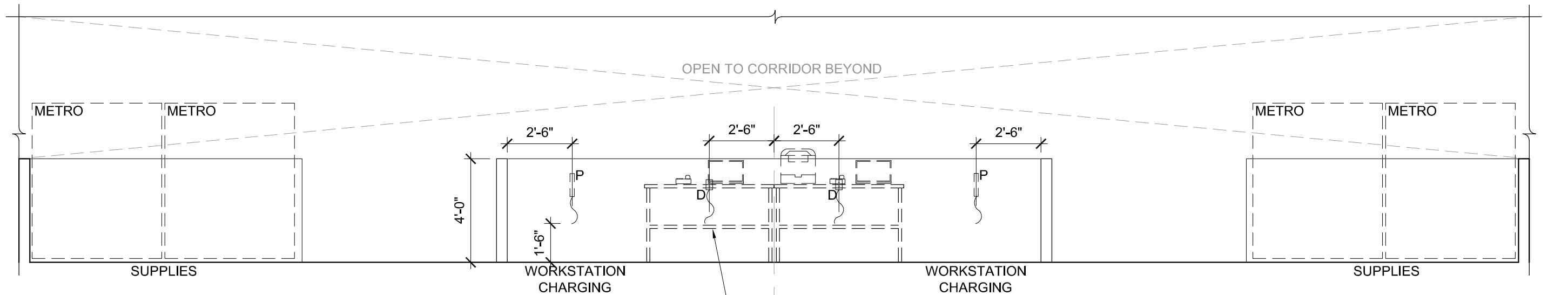
PROJ. NO.: 20016.101-60630477-01
 DRAWN BY: AAA
 CHD. BY: BBB
 SCALE: AS NOTED
 DRAWING NO.

A203

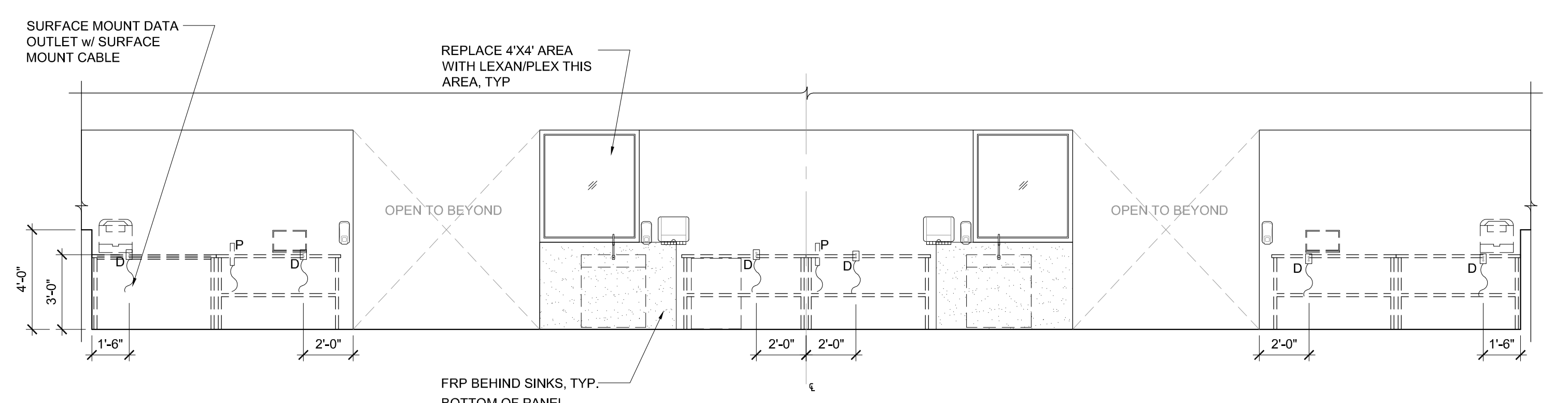
PHERES IS AREA



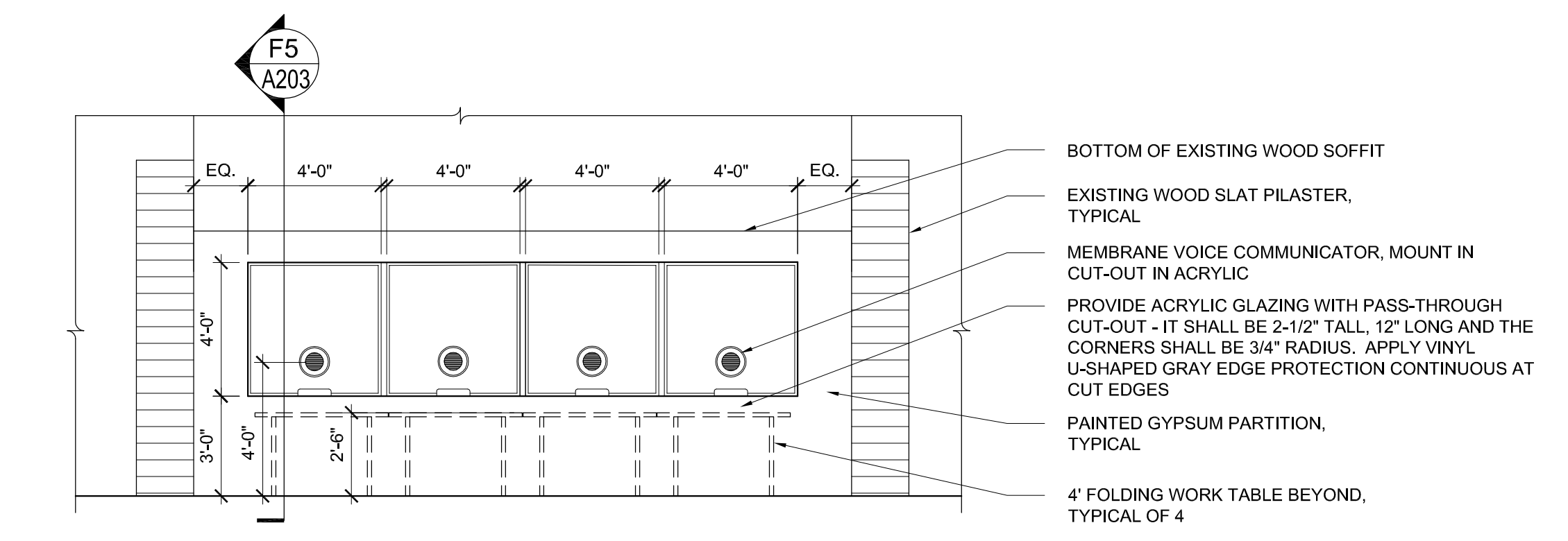
F1 TYP. POD ELEVATION
 SCALE: 1/4" = 1'-0"



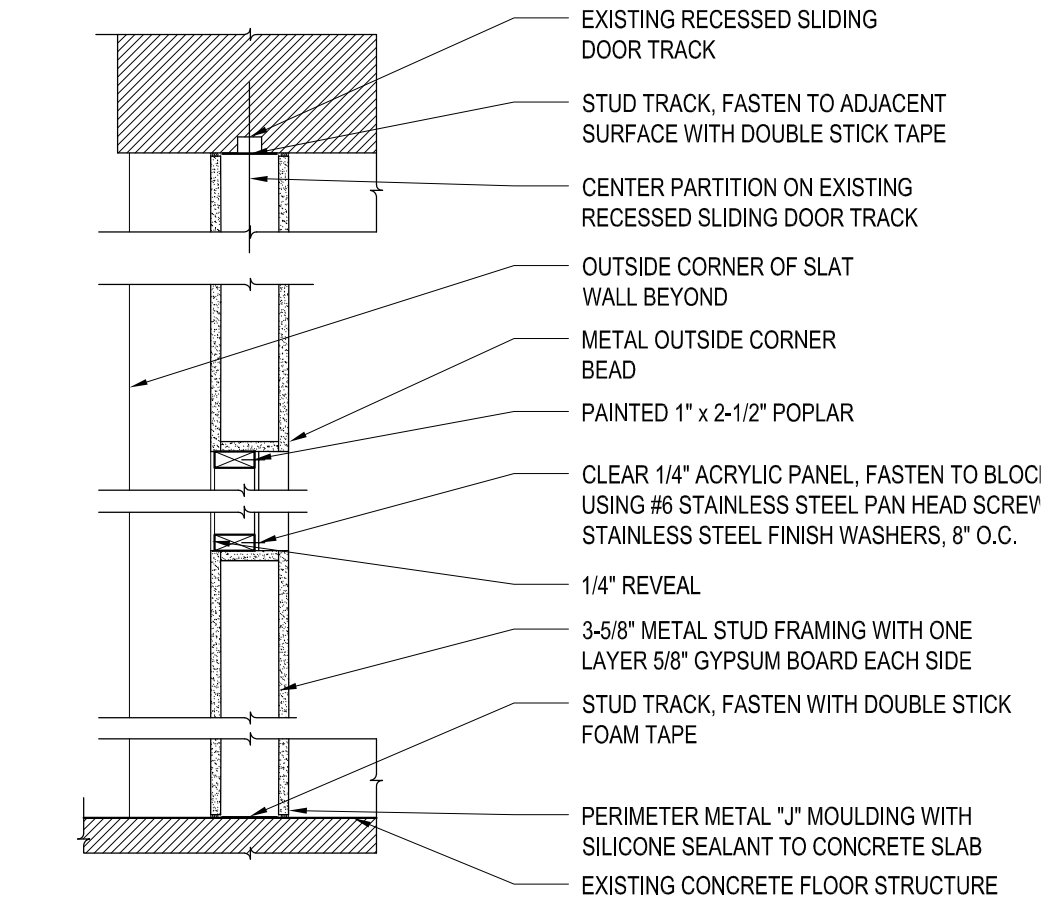
F2 TYP. NURSE STATION
 SCALE: 1/4" = 1'-0"



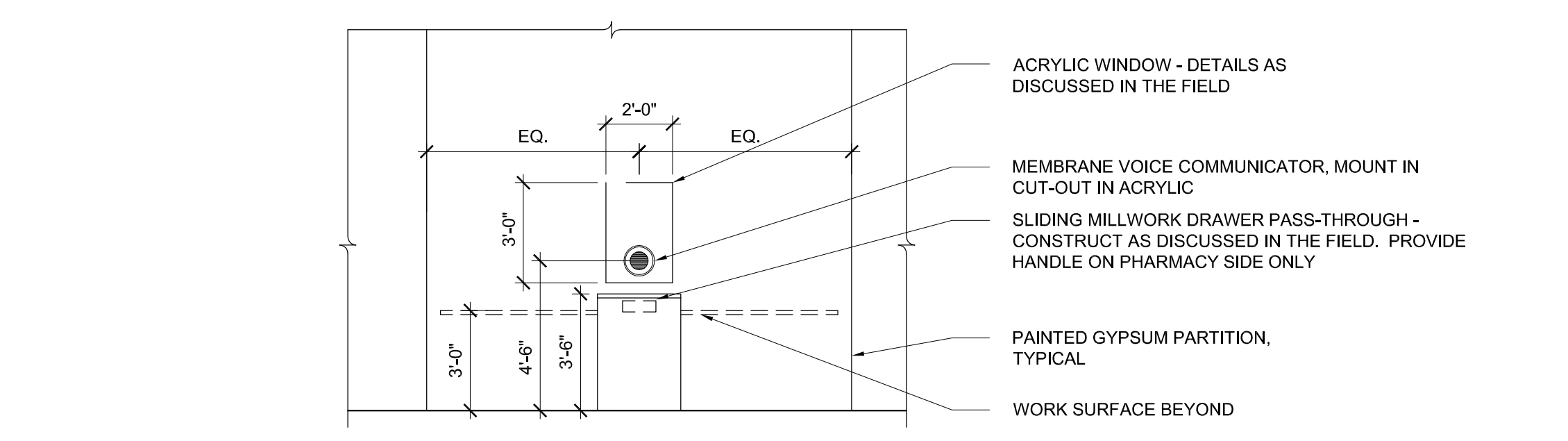
F3 TYP. NURSE STATION
 SCALE: 1/4" = 1'-0"



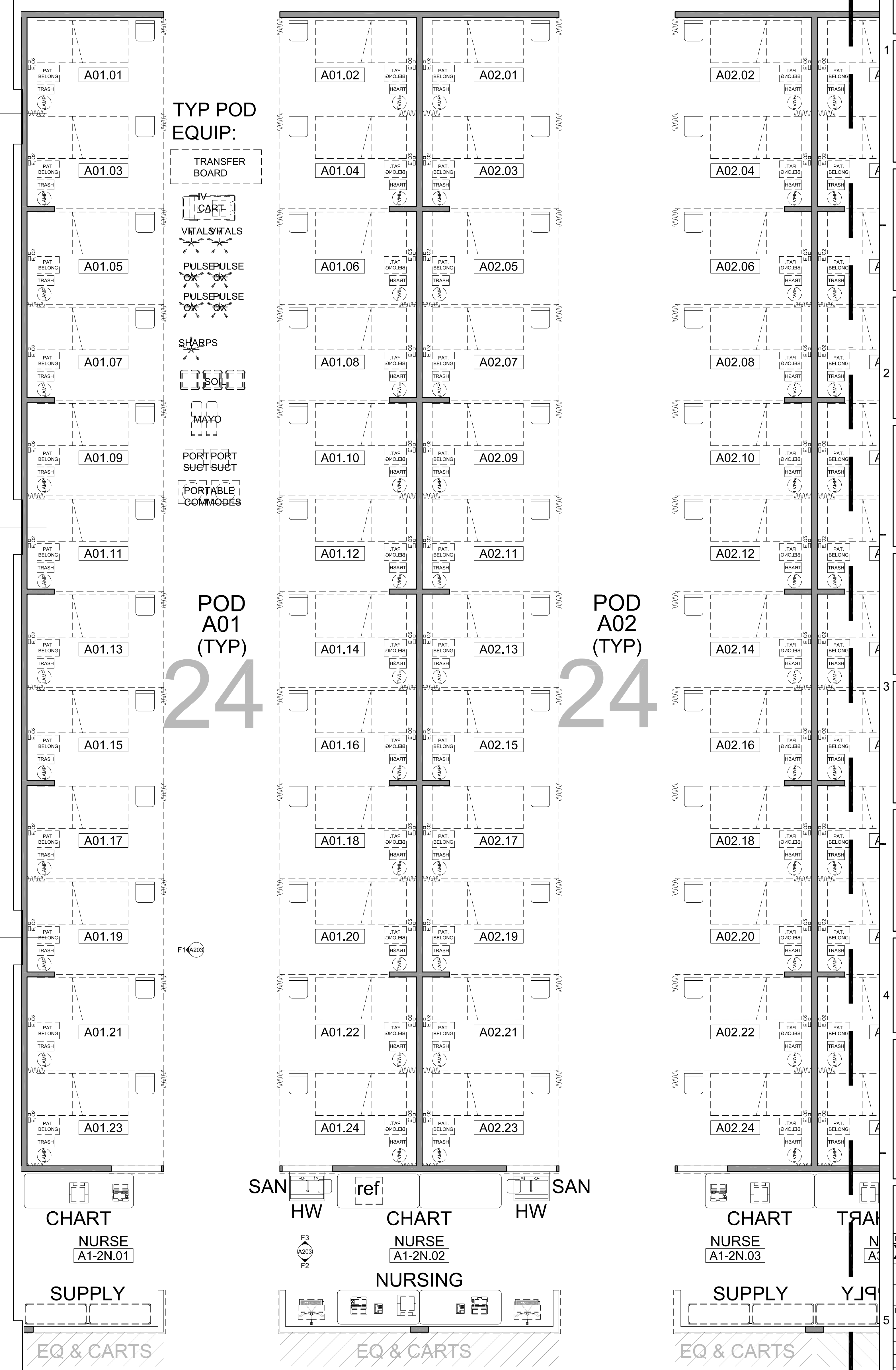
F4 ELEVATION OF RECEPTION
 SCALE: 1/4" = 1'-0"



F5 SECTION DETAIL
 SCALE: 1" = 1'-0"



F6 ELEVATION OF PHARMACY PICK-UP
 SCALE: 1/4" = 1'-0"



C6 TYP. POD LAYOUT
 SCALE: 1/4" = 1'-0"

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 B104™

- 2017

Standard Abbreviated Form of Agreement Between Owner and Design Agent

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

«State of Rhode Island, Department of Administration, Division of Capital Asset
Management and Maintenance on behalf of the Executive Office of Health and
Human Services »
«One Capitol Hill, Second Floor»
«Providence, Rhode Island 02908»
« »

and the Design Agent:
(Name, legal status, address, telephone and facsimile numbers, and website)

« »
« »
« »
« »
« »

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

« A/E Services: Rhode Island Convention Center Selective Removals and Select
Building Restoration »
« 1 Sabin St, Providence, RI 02903 »
« »

The Owner and Design Agent 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.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Design Agent's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

<< >>

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

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

§ 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 the professional services set forth in this Agreement 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. 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 maintain the following types and limits of insurance until termination of this Agreement, unless different amounts have been specified in the Solicitation:

.1 General Liability

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

.2 Automobile Liability

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 bodily injury, death or 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.

.3 Workers' Compensation at statutory limits.

.4 Professional Liability

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.

§ 2.2.5 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 this Article 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.

§ 2.2.6 **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 an additional insured 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 non-contributory to any of the Owner's and the User Agency's insurance policies and shall apply to both ongoing and completed operations.

§ 2.2.7 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 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 3 SCOPE OF DESIGN AGENT'S BASIC SERVICES

§ 3.1 The Design Agent's Basic Services consist of those described in the Solicitation and this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. The Design Agent shall consult with the Owner and the User Agency and facilitate and attend Project meetings. Services not set forth in this Article 3 or the Solicitation are Supplemental or Additional Services.

§ 3.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's written approvals. 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.

§ 3.1.2 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 approval of the Owner and the User Agency a schedule for the performance of the Design Agent's services. 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.

§ 3.1.3 The Design Agent shall timely 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 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Design Agent shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Design Agent shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Design Agent shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Design Agent shall prepare and 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.

§ 3.2.5 The Design Agent shall submit the Design Documents to the Owner and request the Owner's written approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Design Agent shall prepare for the Owner's written approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Design Agent acknowledge that in order to construct 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 3.4.4.

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

§ 3.3.3 The Design Agent shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Design Agent, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, if and to the extent requested by the Owner, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Design Agent shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified by the Owner.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Design Agent and its consultants shall each visit the site as required by Section 4.2.2 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.

§ 3.4.2.2 The Design Agent has the authority and the responsibility to reject Work that does not conform to the Contract Documents and has the authority and responsibility to require inspection or testing of the Work.

§ 3.4.2.3 The Design Agent shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or 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.

§ 3.4.2.4 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.

§ 3.4.2.5 Deleted.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences, or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Design Agent shall review and respond to written requests for information about the Contract Documents. The Design Agent's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

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 adjustment in time. Subject to Section 4.2.3, 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.

§ 3.4.6 Project Completion

The Design Agent shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; 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, 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.

§ 3.4.6.1 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 two (2) meetings with the Owner and the User Agency to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 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, 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.
(Identify below the Supplemental Services, if any, that the Design Agent is required to provide.)

« »

§ 4.2 The Design Agent may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Design Agent shall notify the Owner. The Design Agent shall not provide the Additional Services until the Design Agent receives the Owner's written authorization. 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.

§ 4.2.1 The Design Agent shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Design Agent has included in Basic Services:

- .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;
- .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.

§ 4.2.3 The Design Agent shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work approved in writing by the Owner. The Design Agent shall prepare revisions to the Design Agent's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 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 furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Design Agent requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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.

§ 5.5 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.

§ 5.6 Deleted.

§ 5.7 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.

§ 5.8 Deleted.

§ 5.9 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.

§ 5.10 Deleted.

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, construction procurement activities have 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 current 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 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 when 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. Design Agent

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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, 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 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 9.6.

§ 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 Rhode Island Procurement 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.

§ 8.3 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 In the event of termination not the fault of the Design Agent, the Design Agent shall be compensated for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7 Deleted.

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

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 in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B).

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, 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 or consents, the proposed language of such certificates or consents 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 any other contractual relationship with, or a cause of action in favor of, a third party against the Owner, User Agency, or Design Agent.

§ 10.6 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. However, the Design Agent's materials shall not include as the Owner's confidential or proprietary information. The Owner shall provide professional credit

for the Design Agent in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 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.

§ 10.9 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 Supplemental Services identified in Section 4.1, the Owner shall compensate the Design Agent as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

<< >>

§ 11.3 Deleted.

§ 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, if any, are set forth in the Cost Proposal Exhibit below.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Design Agent and the Design Agent'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 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 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;
- .8 **Deleted;**
- .9 all taxes levied on professional services and on reimbursable expenses;

- .10 site office expenses; and
- .11 other similar 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 Payments to the Design Agent

§ 11.9.1 Initial Payment

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

§ 11.9.2 Progress Payments

§ 11.9.2.1 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.

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon reasonable notice.

§ 11.9.3 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.

§ 11.9.4 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.

§ 11.9.5 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 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 # _____ 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 B104TM-2017, Standard Abbreviated Form of Agreement Between Owner and Design Agent, as modified by the Owner.

<< >>

- .4 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Cost Proposal Exhibit

- .5 Other documents:
(List other documents, if any, including additional scopes of service 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**

OWNER (Signature)
« »« »

(Printed name and title)

DESIGN AGENT (Signature)
« »« »

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