



RHODE ISLAND CONVENTION CENTER AUTHORITY

REQUEST FOR PROPOSALS FOR Fixed Seating at the The Vets

Deadline Date: March 21, 2022

I. INTRODUCTION

The Rhode Island Convention Center Authority (the “Authority”), is a public corporation of the State of Rhode Island, which, among other things, operates The Vets (formerly known as the Veterans Memorial Auditorium). The Vets is an auditorium located at One Avenue of the Arts in Providence, Rhode Island. The Authority is requesting proposals for the provision and installation of 2,010 fixed padded and upholstered chairs at The Vets in accordance with this Request for Proposals (“RFP”) and the prior removal of the existing seating.

II. SPECIFICATIONS

The specifications for the seats and their required layout in the auditorium are attached as Exhibits A and B, respectively.

III. SUBMISSION OF INQUIRIES AND PROPOSALS

Any inquiries regarding this RFP must be submitted by email by March 7, 2022 to the attention of Daniel Schwartz, General Manager at dschwartz@pfmcorp.com.

Questions and answers will be posted as an addendum to this RFP on the State of Rhode Island Division of Purchases’ Rhode Island Vendor Information Program website (“RIVIP Website”) accessible at www.purchasing.ri.gov.

A Proposal must fully and accurately set forth the information required by this RFP. **All submittals must be received by the Authority by 3:00 p.m., local time, on March 21, 2022**, at which time a public proposal opening will be held at the third floor conference room at the below address. A proposal received after that time will not be considered. **There will be no exceptions to this deadline.**

Please submit one original and 4 copies of your proposal containing (i) the information required in the Submission Requirements section below, and (ii) the accompanying Pricing Sheet signed by a person legally authorized to bind the Proposer to a contract. Proposals shall be delivered in a sealed envelope or package marked on the outside “Vets Seating”. Also include in the envelope a CD or thumb drive with your complete proposal. The proposals are to be delivered to the following location:

Daniel P. McConaghy, Executive Director
Rhode Island Convention Center Authority
Administrative Offices – DDC
One LaSalle Square
Providence, RI 02903

A proposal may not be submitted by facsimile transmission or by e-mail.

The Authority accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFP. The proposals submitted in response to this RFP become the property of the Authority and may be used by the Authority in any way it deems appropriate.

Additionally, Proposers are advised that all documents, correspondence, and other submissions to the Authority may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

IV. TIMELINE

RFP Issue Date	2/28/22
Pre-proposal Questions Due	03/7/22
Question Responses Posted	3/10/22
Responses to RFP Due	3/21/22
Finalists Notified	3/31/22 approximately

V. SUBMISSION REQUIREMENTS

Each Proposal must include the following:

A. Cover Letter – A cover letter signed by an authorized representative of the Proposer and specifying the full name, address and telephone number of the Proposer, proposed payment terms, and each person authorized to communicate with the Authority regarding the proposal.

B. Executive Summary – A brief narrative that gives the history of Proposer, any unique qualifications of the firm, and other data or information that Proposer considers helpful in the evaluation of the firm or its Proposal.

C. Qualifications of Key Personnel – A description of the experience and employment history of the Proposer's personnel who will be responsible for compliance with the specifications and removal and installation process.

D. Use of Other Resources – Provide background information on any sub-consultant, sub-contractor, or outsourced service that will be used in conjunction with in-house personnel identified above. Identify the extent to which such resources will be used.

E. Time. Separately set forth in days the time needed to remove the existing 1,917 seats, manufacturer the new seats, deliver them, and install them at The Vets after an award of the proposal.

F. References – Provide the name, address and telephone number of not less than three firms for which your firm has provided comparable services in the last three years.

VI. AWARD

If a contract is awarded, it will be awarded to that Proposer whose Proposal conforms to the solicitation and is most advantageous to the Authority, as evaluated by the Authority, as to price, appearance, quality, proposed manner of performance, reputation of manufacturer,

anticipated ability to meet time deadlines, and other factors considered. This is a Request for Proposals and not a request for a bids. Proposals will be evaluated not solely upon price.

The Authority and the selected Proposer may negotiate a change in any element of contract performance or cost identified in this RFP or the selected Proposer's response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Proposer's original response.

VII. GENERAL TERMS AND CONDITIONS

- A. Performance and Labor and Payment Bonds.** A performance bond and labor and payment bond in a form acceptable to the Authority equal to 100% of the award is required. The Surety Company executing the Bonds must be licensed to do business in the State of Rhode Island or the Bonds must be countersigned by a company so licensed. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.
- B. Holdback.** Proposers should note that if the successful Proposer does not maintain a regular place of business in Rhode Island, then pursuant to R.I. Gen. Law §44-1-6 the Authority will withhold payment from the successful Proposer in the amount of 3% of the total contract sum until 30 calendar days after final completion and compliance by Proposer with the requirements of such section.
- C. Execution of Contract.** Upon the Authority's acceptance of the successful Proposer's Proposal the Proposer and Contractor shall execute the attached AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor in substantially the form attached. *Proposers should read the Contract carefully as provisions have been deleted and others modified from the standard form.*
- D. Time for Performance.** As The Vets is a functioning auditorium removal of the existing seats, and installation of the new seats must occur commencing June 27, 2022 and be completed by September 28, 2022, with time allotted for third party work per the Specifications.
- E. Time of the Essence.** The Successful Bidder shall work diligently at such rate of progress as to ensure full completion thereof by September 28, 2022, including, if necessary working overtime and weekends to complete the installation so as not to impact scheduled events.
- F. Waiver of Provisions.** A delay or failure by the Authority to enforce any of the provisions of the award or to exercise any right herein granted, and any partial or single exercise thereof, is not a waiver thereof or a limitation in any respect on the right of the Authority then or thereafter to enforce all the provisions thereof or to exercise any such right.

VII. RIGHTS RESERVED TO THE AUTHORITY

Notwithstanding any other provision of this RFP the Authority reserves to itself the rights listed below.

- A. Right to Modify RFP Documents:** The Authority reserves the right to modify or amend any provision of the RFP documents. The Authority will post a copy of the Modification on the State of Rhode Island Division of Purchases RIVIP Website accessible at www.purchasing.ri.gov as an amendment to this RFP.
- B. Right to Reject Any and All Proposals:** Whenever the Authority deems it to be in the Authority's best interest, the Authority reserves the right, in its sole discretion, to cancel this RFP, to reject any and all proposals, to waive minor irregularities or informalities in a proposal; to re-solicit; and to proceed in a manner other than awarding a contract under this RFP. The Authority will not waive, however, the requirement that qualifications and proposals be received by the Authority prior to the deadline for submission.
- C. Right to Cancel Award:** The Authority reserves the right to cancel negotiations with any Proposer at any time prior to a contract being fully executed by the Proposer and the Authority.
- D. Additional Cause for Rejection** - In addition to any other cause for rejection of a submittal stated in this RFP, a proposal may also be rejected if there is evidence of collusion among Proposers, if the proposer submitting it is in default or arrears under any prior or existing contract with the Authority or any other State department or agency, or there is an unresolved claim between the Proposer and the Authority or any other State department or agency.

Any direct contacts made or attempted to be made by any proposer with any Authority Board member prior to the selection of qualified Proposers will automatically disqualify a Proposer from any further consideration.

Proposers are advised that the Authority is a quasi-public agency of the State of Rhode Island and its records, including statements submitted in response to RFP's are public records unless otherwise exempted under state law.

Exhibit A

Specifications

Veterans Memorial Auditorium (The VETS)

Fixed Seating Specification

Part 1: General Specifications

1.1 Summary:

Removal of 1,917 existing seats, and delivery and installation of approximately 2,010 fixed padded and upholstered chairs as specified, floor mounted, with self-lifting seat that rises to a uniform 3/4-safety fold position, and 2% backstop materials as outlined below.

***Note: Proposer must provide a period of 4 weeks between removal and installation in order for third parties to perform repairs to and resurfacing of the floors and perform electrical upgrades. The Authority will work with Proposer to co-ordinate installation within that time period as the sequencing of the floor repairs and electrical work permits.

1.2 Submittals:

- A. Product data for each chair model specified to include construction details, material descriptions and finish options
- B. LEED:
 - 1. Product data for MR Credit 4 documenting recycled content.
- C. Seating layout (shop drawings) developed from the contract drawings that show aisle widths, chair spacing for each row, row-lettering and chair-numbering scheme, chair dimensions and back pitch. Layout drawings to also include locations for accessories, including electrical devices, accessibility provisions and attachments to other work.
- D. Samples for verification & finish selection to include:
 - 1. Initial finish selections to be made from manufacturer's standard color and fabric guides.
 - 2. Final powder coat selection to be approved from manufacturers standard-sized samples not less than 1" x 3".
 - 3. Final laminate selection to be approved from manufacturers standard-sized samples not less than 2" x 2".
 - 4. Final plastic color selection to be approved from manufacturers standard-sized samples not less than 2" x 3".
 - 5. Final wood finish selection to be approved from manufacturers standard-sized samples not less than 4" x 3".
 - 6. Final upholstery fabric selection to be approved from fabric mills standard swatch size if available.
- E. Maintenance instructions and inspection guidelines furnished for each chair model specified.
- F. Manufacturers standard warranty.

1.3 Quality Assurance:

A. Source Limitations:

1. Obtain each type of fixed seating required, including accessories and mounting components, from a single manufacturer.
2. Obtain fabric of a single dye lot for each color and pattern of fabric required except when yardage requirement exceeds maximum dye lot. Multiple dye lots shall be color matched for quality assurance.
3. **Major chair components (backs, seats, standards, armrests) must contain no less than 80% U.S. manufactured content, with final assembly of components performed in the United States. If requested, bidders shall provide information on manufacturing location, square footage, specialized equipment used, and average number of production employees.**

B. Fire Performance Characteristics of Upholstered Seating:

1. Fabric shall be Class 1 according to DOC CS 191 and 16 CFR 1610.61, tested according to California Technical Bulletin 117.
2. Padding shall comply with California Technical Bulletin 117.

C. **Build sample chairs for each model required to demonstrate aesthetic effects and set quality standards for fabrication.**

1.4 Project Conditions:

A. Environmental Limitations:

Do not deliver or install seating until HVAC system is operating and maintaining ambient temperature and humidity at occupancy levels during the remainder of the construction period.

B. Field Measurements:

Take field measurements to verify or supplement dimensions indicated on contract drawings prior to manufacturing.

1.5 Project Coordination:

- A. Do not deliver or install seating until space is free materials used by other trades which may interfere with installation and/or damage seating.
- B. Coordinate layout and installation of electrical wiring and devices to ensure that floor junction boxes for electrical devices are accurately located for final connection to the building's power supply by the electrical contractor.
- C. Coordinate layout and installation of seating with HVAC contractor to ensure that vents are in a manner that will not interfere with seating installation.
- D. Coordinate concrete [other substrate] requirements needed for proper installation.

1.6 Warranty:

- A. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.
- B. Warranty Periods:
 - 1. Structural Components: five years.
 - 2. Operating Mechanisms: five years.
 - 3. Plastic, Wood and Painted Components: five years.
 - 4. Upholstery Fabric: one year.
 - 5. Electrical Components: one year.

Part 2: Products

2.1 Materials and Finishes:

- A. Steel shall meet requirements for ASTM A 36/A 36M plates, shapes, and bars; ASTM A 513 mechanical tubing; ASTM A 1008/A 1008M cold-rolled sheet; and ASTM A 1011 hot-rolled sheet and strip.
- B. Cast Iron shall meet requirements for ASTM A 48/A 48M, Class 25, gray iron castings free of blow holes and hot checks with parting lines ground smooth.
- C. Cast Aluminum shall meet requirements for ASTM B 85 aluminum-alloy die castings.
- D. All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 - 5 mil and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a three-stage non-acidic, bonderizing process for superior finish adhesion, and after coating shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used.
- E. Medium-density fiberboard shall meet requirements for ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
- F. Concealed plywood shall meet requirements for HPVA HP-1 hardwood plywood.
- G. Exposed plywood shall meet requirements for HPVA HP-1, Face Grade A, hardwood veneer core with color-matched hardwood-veneer faces, made with adhesive containing no urea formaldehyde.
- H. Hardwood lumber and veneer faces shall be maple selected to be free of visible defects. Exposed wood shall be sanded smooth and stained to color selected with low-VOC water-based stain and topcoat to provide with a high-quality finish. Color to be chosen from manufacturer's standard offering.
- J. Fabric: **JB Martin - Porto, 193 Red (or approved equal).**
 - 1. The "Golden Circle" (full mezzanine and first 10 rows of the orchestra) will have the **193 Red E-6695 embossed** on the **backs only**. Seats to remain **JB Martin - Porto, 193 Red** in these locations.

K. Upholstery padding shall be molded or slab polyurethane foam.

2.2 Fixed Audience Seating:

A. Permanent arrangement of fixed audience seating as shown on seating layout drawings.

1. Approved manufacturers subject to compliance with requirements outlined herein.

2. Basis-of-design for fixed audience seating is:

A. **Irwin Seating Company Orpheum Model 82.6.153.8 (or approved equal).**

B. Chair support columns shall be a formed 1" x 3" 14-gauge (.0747") steel column with a welded back wing plate. Column shall extend in one piece from formed steel dovetail lug plate used for armrest attachment to the mounting foot. Brackets for seat attachment shall be 7-gauge (.1875") steel for superior strength, formed with an integral support buttress. Floor attachment foot shall be formed from 14-gauge (.0747) steel to 8" x 2-3/4" in size. All steel components shall be MIG welded. Foot-to-column welds are to be concealed on the inside of the foot for a clean appearance. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

C. Aisle standards provided shall be period-style cast aluminum constructed to properly support the chair's various components. Aisle standards shall be base coated with electrostatically applied powder coat and decorated with enamel in accordance with the architect's instructions. Aisle standards shall be provided with integral cast aluminum lugs used to attach armrests.

1. No. 153 Pantages cast aluminum decorative end (or approved equal)
2. One color decorative highlighting on cast end panel (color to be chosen from manufacturer's standard colors).

D. Chair back components shall be padded and upholstered on the face with a rear "designer" panel surfaced with hardwood veneer and attached to the upholstery panel with concealed fasteners so there is no exposed hardware. The backs shall be fabricated with a lateral radius for comfort and feature scalloped sides, rounded corners and a slight bulge along the top edge. The juncture of the upholstery and rear panels shall be concealed with a continuous 7/32-inch diameter welt of matching fabric. Assembled chairs shall have a nominal back height of 33". The back assembly shall be certified through routine testing to withstand a 250 lb. static load test applied approximately 16" above the seat assembly and a 100,000 cycle 40 lb. swing impact test.

1. The upholstery panel shall be 5-ply, 7/16" thick hardwood plywood, and padded with 2" thick polyurethane foam cemented to the panel. A 1-piece cover shall be securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of reupholstering. Wings used for the attachment of the complete back assembly to the standards shall be not less than 14-gauge (.0747") steel. Wings shall be firmly secured to the inner panel by threaded t-nuts fastened to the inner panel.
2. The rear of the back shall be enclosed by a "designer" panel fabricated of 9-ply of 1/16" thick hardwood veneer, providing sufficient mass of the decorative panel and providing an attractive, measured, even appearance of the exposed edges. Decorative rear panels shall be formed on the same radius as the upholstered panels and shall be securely mounted to the upholstery panel using concealed fasteners. There shall be no exposed screws, mounting brackets or hardware on the rear of the back. The rear surface of the back shall be class A hardwood veneer of the species selected (maple) and finished per specifications. The rear panel shall be of sufficient length to protect the chair seat from the rear, and the forward face of the minimally exposed lower portion of the rear panel shall be allowed to be interior grade veneer, stained the appropriate color and coated with a single coat of lacquer.

- E. Padded and upholstered seats shall automatically self-lift to a 3/4 folded position when unoccupied. The mechanism shall be certified through routine testing to exceed 100,000 cycles during ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism. In addition, the seat shall withstand as a 600 lb. static load test applied approximately 3" from the front edge of the seat assembly and a 50,000 cycle 125 lb. vertical drop impact test.
1. Seat foundation pan shall be 20 gauge, deep-drawn die-formed steel, completely enclosing the self-lifting hinge mechanism. The seat pan shall be strengthened by a full 360-degree roll around the perimeter for rigidity and have decorative embossing for basic strength. Further, the foundation pan shall have internal reinforcing consisting of steel doubled plates and formed angular steel lateral braces. The foundation pan shall be free of screws and bolts on the bottom, front, sides and rear.
 2. The seat shall rotate on two self-compensating, fully independent, 5/8" diameter, high strength, solid steel hinge rods. Seat-lift shall be accomplished by a 13-gauge extension springs, providing quiet gentle seat uplift. Seat lift shall be dampened by durable, soft rubber cushioned up-stops and a slow rise internal air cylinder which renders seat-lift completely noise free. Smooth, effortless operation of the hinges shall be assured by self-lubricating nylon shoulder bushings. When unoccupied, the seat shall quietly and automatically rise to a 3/4 folded position, and upon a slight rearward pressure, shall achieve full fold, allowing the patron additional passing room. Down-stops shall be rubber cushioned for quiet operation.
 3. The seat cushion shall have a base structure of five serpentine springs spanning a 14-gauge steel frame, formed to a channel, welded for precision fit into the steel foundation pan. Serpentine springs shall be secured to the frame by insulated squeak-proof clips.
 4. A tough, durable, non-woven, non-vegetable chafing barrier is to be placed between the serpentine springs and the polyurethane cushion to protect the foam. The resilient 4" thick molded cushion shall have an extended front for a waterfall leading edge. Fabric cover shall be of panel-side construction and secured around the perimeter of the cushion frame by case hardened spring clips which permit ease of re-upholstery. The seat cushion assembly shall be securely locked into the seat pan by positive, high strength spring clips which prevent unauthorized removal of cushions yet can be quickly removed from the seat foundation without removal of screws or bolts.
- F. Chair width shall vary to accommodate sightlines and row lengths.
- G. Back height and pitch shall be fixed as shown on seating layout drawings.
- H. Armrests shall be solid hardwood with well-rounded upper edges. Armrests shall be attached without exposed fasteners by two (2) keyhole slots in the bottom which lock securely to dovetail lugs provided on aisle and center standards. Further, one (1) security screw shall be utilized.
- I. Row-lettering and chair-numbering shall be provided for identification of all chairs as shown on approved seating layout drawings. Number plates shall be 5/8" x 1-5/8" aluminum with a bronze finish and black sans serif numerals. The seat pans shall be recessed at the center of the front edge for the number plates and attached by two (2) pop rivets. Letter plates shall be 2" round with a bronze finish and black sans serif numerals attached in recess of aisle standard decorator panel by two (2) pop rivets. Attaching hardware shall have a finish compatible to plates.
- J. Aisle lights shall be furnished for aisle standards designated on the approved seating layout drawings. Aisle lights shall be low voltage, non-hazardous 12 volt, D.C., system, utilizing a minimum of six miniature LED (light emitting diode) light elements concealed on the underside of aisle standard armrests and providing white illumination for floor and/or steps adjacent to the aisle standards. The aisle light standards are to be provided pre-wired with approximately 18" of wiring extending beyond the base of the standards. Wiring shall be

encased within a black, rubber-coated flex steel conduit and exit the column via a 90° elbow fitting. Seating supplier shall furnish as part of the aisle light package a voltage reduction device suitable for conversion of 120 volt, A.C., facility power to 12 volts D.C., for aisle lights requirement. The voltage reduction device shall be Underwriters' Laboratories listed as a Class II Power Unit for proper supply of power to the aisle lights. All wiring connections from the electric distribution system to the aisle light standards, as well as installation, proper safe mounting, and connection of the voltage reduction device, shall be the responsibility of the seating contractor and their electrical sub-contractor, including provision of suitable locking-style electrical disconnect device.

- K. Cupholders shall be provided and attached to the rear of each chair on the orchestra level only (1,009 cupholders) and shall be of a metal ring construction. Upper opening diameter of the cupholders shall be 3-3/4", with a bottom restriction to accommodate a variety of container sizes. Cupholders shall be attached at the joining of adjacent backs of the chairs.
- L. Accessible Seating:
 - 1. Aisle standards designated on the contract drawings on the orchestra level shall be designed to allow an individual to transfer from a wheelchair to the theatre chair without sacrificing decorative details of the aisle standards. The aisle standards, with associated armrest, shall be arranged to swing rearward, creating sideways access to the chair. Manual release of the swing-away decorative panel shall be readily accessible under the armrest and return of the swing-away decorative panel shall self-latch. Aisle standards so equipped shall be provided with a label displaying an easily recognizable "handicapped" symbol.
 - 1. Shall be designated on the seating layout drawings and designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard shall be equipped with an armrest capable of lifting to a position parallel with the chair back, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable "handicapped" symbol. On the balcony and mezzanine levels, decorative requirements of aisle standards are waived for the handicapped access standards.
 - 2. Chairs located as shown in the contract drawings shall be mounted upon moveable steel bases. The steel bases shall be available for sections of one (1) or two (2) chairs. The bases shall be fabricated from 3/16" x 3-1/2" x 15-1/2" steel, with cross members securely fastened to the horizontal base members via Tec screws. Holes shall be provided for the attachment of the chair standards. Moveable bases are secured to the floor when the seating is in use with reverse anchors.
- M. Furnish extra materials from the same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish complete seat and back assemblies equal to 2% of amount installed for each type and size of chair seat and back.
 - 2. Furnish seat and back fabric covers equal to 2% of amount installed for each type and size of cushion.
 - 3. Furnish armrests equal to 2% of amount installed for each type of armrest.

2.3 Fabrication:

- A. Manufacture fabric-covered cushions with molded padding beneath fabric and with fabric covering free of welts, creases, stretch lines, and wrinkles. For each upholstered component, install pile and pattern run in a consistent direction.

- B. Fabricate floor attachment plates to conform to floor slope, if any, so that standards are plumb, and chairs are maintained at same angular relationship to vertical throughout project.

Part 3: Execution

3.1 Examination

- A. Remove and dispose of existing seats. Before installation the Authority will be having third parties performing repairs to and resurfacing the floors and upgrading the electrical wiring.
- B.. Prior to layout and installation examine floors, risers, and other adjacent work and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the work including, but not limited to, plumb of riser faces and concrete conditions.
- C.. Examine locations of electrical connections.
- D. Examine locations of HVAC supply ducts.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

- A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.
- B. Use installation methods and fasteners that produce fixed audience seating assemblies with individual chairs capable of supporting an evenly distributed 600-lb static load applied 3" from front edge of the seat without failure or other conditions that might impair the chair's usefulness.
- C. Install seating with chair end standards aligned from first to last row and with backs and seats varied in width and spacing to optimize sightlines.
- D. Install riser-mounted attachments to maintain uniform chair heights above floor.
- E. Install chairs in curved rows at a smooth radius.
- F. Install seating so moving components operate smoothly and quietly.
- G. Install wiring conductors and cables concealed in components of seating and accessible for servicing.
- H. Install electrical wiring for aisle lighting and low-voltage equipment and connections to existing electrical supply.

3.3 Field Quality Control

- A. Perform tests and inspections.
- B. Prepare test and inspection reports.

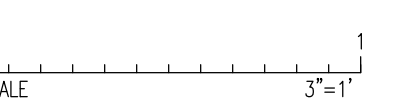
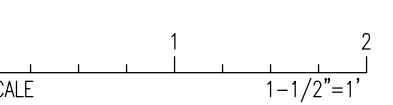
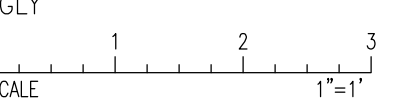
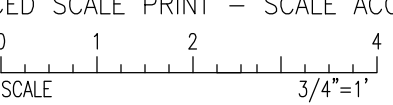
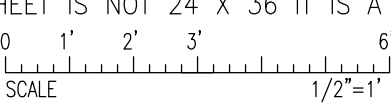
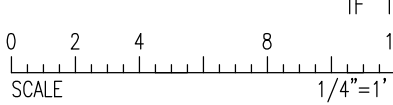
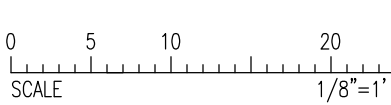
3.4 ADJUSTING

- A. Adjust chair backs so that they are properly aligned with each other.
- B. Adjust self-rising seat mechanisms so seats in each row are aligned when in upright position.
- C. Verify that all components and devices are operating properly.
- D. Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.
- E. Replace upholstery fabric damaged during installation.
- F. Test aisle lighting under operating conditions.

End of Section

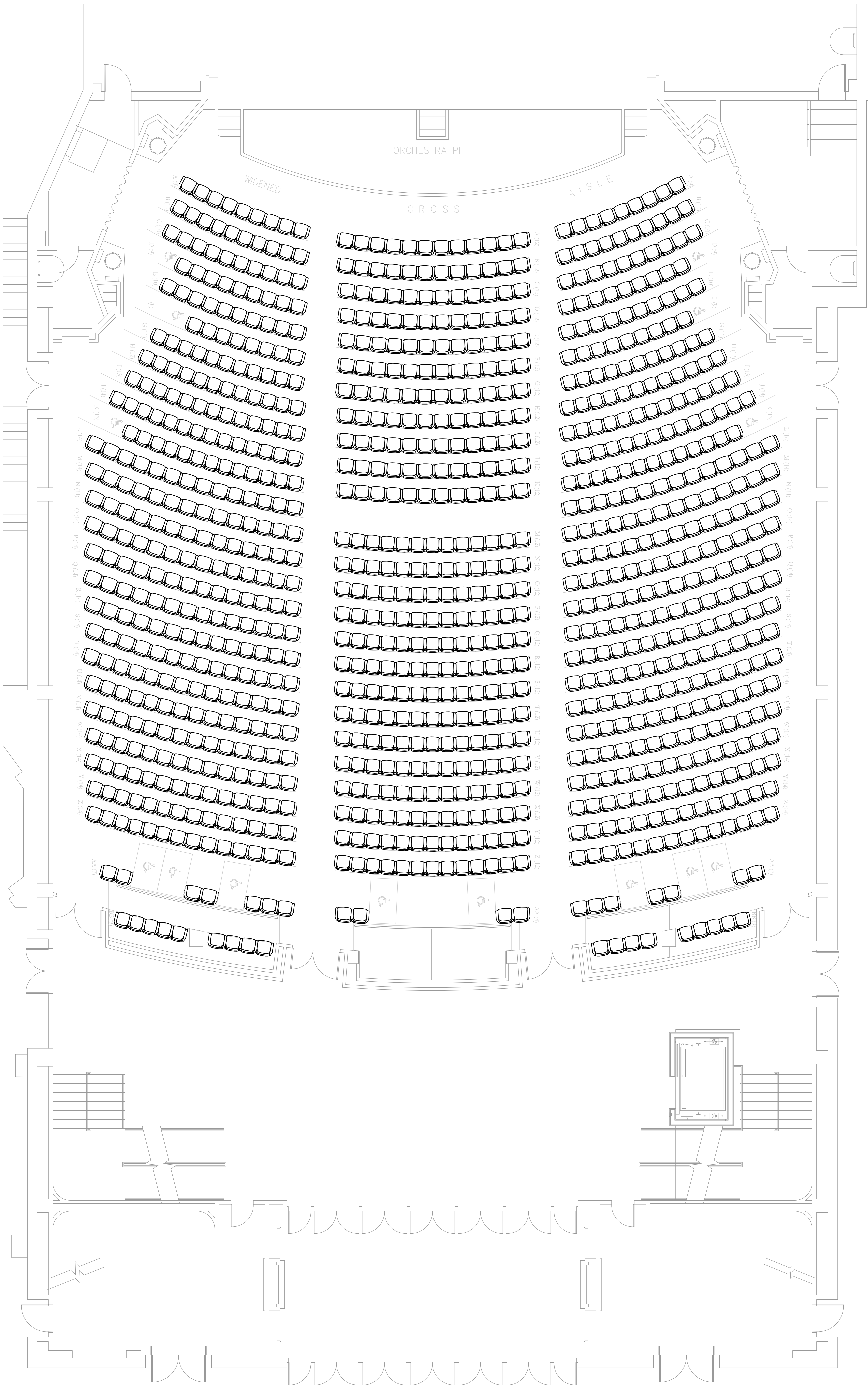
Exhibit B

Seating Layout



NEWPORT COLLABORATIVE ARCHITECTS, INC

IF THIS SHEET IS NOT 24 X 36 IT IS A REDUCED SCALE PRINT – SCALE ACCORDINGLY



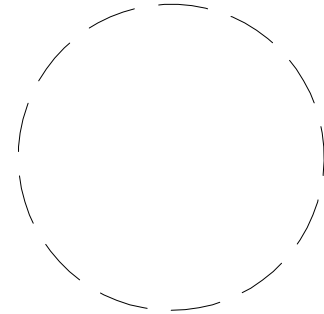
1 MAIN FLOOR: PROPOSED SEATING PLAN
A-10 3/8"=1'-0"

PROPOSED SEAT COUNT (MAIN FLOOR)	
1009 FIXED SEATS (14 ADA SEATS)	1023 TOTAL SEATS
PROPOSED SEAT COUNT (MEZZANINE FLOOR)	
1001 FIXED SEATS (2 ADA SEATS)	1003 TOTAL SEATS
PROPOSED SEAT COUNT (TOTAL)	
2010 FIXED SEATS (16 ADA SEATS)	2026 TOTAL SEATS



2 Warborough Street
Newport, RI 02840-7900
Phone: (401) 466-7900
Web Site: newportcollaborativearchitects.com

Certification:



Comments:

Owner:



VETERANS MEMORIAL AUDITORIUM
1 AVE OF THE ARTS
PROVIDENCE, RI 02903

Number	Date	Description

Revision:

Project Name:

Submission Type:

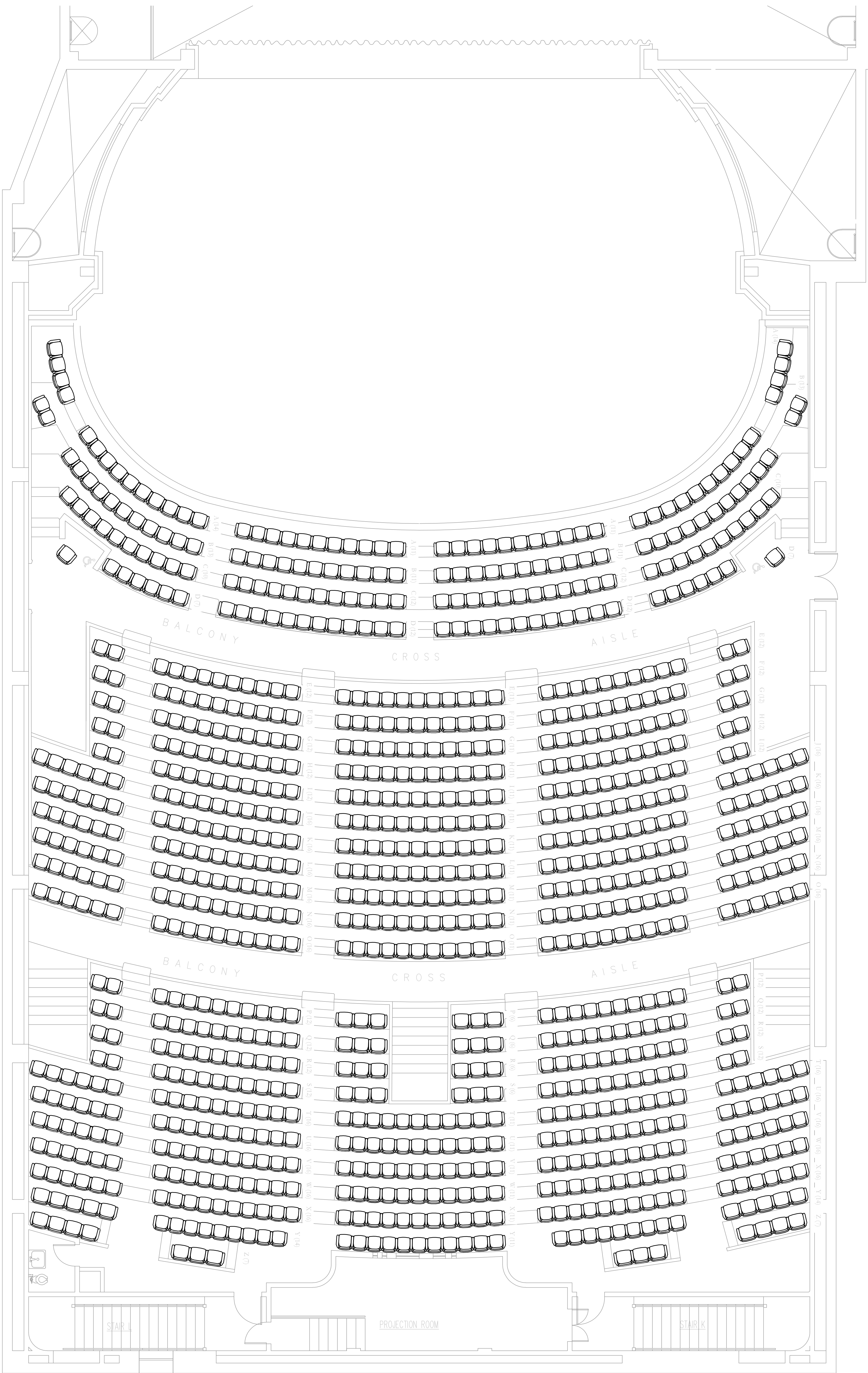
Project Type:

Sheet Name:

MAIN FLOOR
PROPOSED
SEATING PLAN
SCHEMATIC LAYOUT
FEBRUARY 11, 2022

Drawing Scale:

Project Number:
20223
Date Issued:
A 1.0



PROPOSED SEAT COUNT (MAIN FLOOR)	
1009 FIXED SEATS (14 ADA SEATS)	1023 TOTAL SEATS
PROPOSED SEAT COUNT (MEZZANINE FLOOR)	
1001 FIXED SEATS (2 ADA SEATS)	1003 TOTAL SEATS
PROPOSED SEAT COUNT (TOTAL)	
2010 FIXED SEATS (16 ADA SEATS)	2026 TOTAL SEATS

DRAFT AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

Rhode Island Convention Center Authority
Administrative Offices - DDC
One LaSalle Square
Providence, RI 02903
Phone 401/351-4295
Email: Daniel.McConaghy@RICCAuth.com

and the Contractor:
(Name, legal status, address, telephone number and email address)

« »
« » To be determined
« »
« »

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

Fixed Seating at The Vets – (principally removal of existing seats, and provision and
One Avenue of the Arts installation of 2,010 new seats)
Providence, RI 02903

The Architect:
(Name, legal status, address and other information)

J. Michael Abbott
Newport Collaborative Architects
2 Marlborough St
Newport, RI 02840
Phone: 401/466-7900
Email: jmabbott@nca-ri.com

The Owner and Contractor agree as follows.

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

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

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

- [☒] The date of this Agreement, however removal of existing seats and installation of new seats may only occur during the period June 27, 2022 through September 28, 2022. Contractor is to co-ordinate with Owner the sequencing of the Project.

§ 2.2 Deleted

§ 2.3 Substantial Completion

§ 2.3.1 The Contractor shall achieve Substantial Completion of the entire Work by September 28, 2022.

§ 2.3.2 Deleted.

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 3.2 below.

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 through § 3.4.3.7 are Deleted

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If there is a delay in Substantial Completion of the Project, Contractor shall pay the Owner as liquidated damages and not as a penalty the sum of \$500 per day until Substantial Completion is met. However, for each scheduled event that is cancelled because of such delay, and additional \$10,000 shall be paid to Owner.

The Owner and the Contractor have reasonably determined the sums set forth in this Section 3.5 to be a fair estimate of the Owner's actual damages which are difficult to ascertain in the event of delay.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 {To be determined upon agreement with Contractor} Any request for progress payments shall be approved by the Architect.

§ 4.1.4 Deleted. § 4.1.5 Deleted.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1 and approved by Owner.
4. The Contractor has submitted to the Owner its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to Owner.

§ 4.2.2 Deleted

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

☒ Arbitration pursuant to Section 21.6 of this Agreement

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Deleted.

§ 6.1.3 Deleted.

§ 6.1.4 The Specifications:

Are those set forth as Exhibit A to the Request for Proposals for the Project.

§ 6.1.5 The Drawings:

Are those set forth as Exhibit B to the Request for Proposals for the Project.

§ 6.1.6 Deleted

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Owners Request for Proposals as to the Project.
- .2 Contractor's Proposal as to the Project to the extent not inconsistent with this Agreement, and Items 1 and 3 of this § 6.1.7.
- .3 Owner's Supplemental Terms and Conditions, a copy of which is appended to this Agreement.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement, Specifications, Drawings, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the provision of seats and 2% backstop materials, removal of existing seats, installation of the new seats, and construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and/or the Owner shall be deemed the authors and owners of the Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in the Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' and Owner's reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and the Architect.

§ 7.6 Deleted.

§ 7.7 Deleted..

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Contractor covenants with the Owner to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Deleted.

§ 8.1.2 Deleted,

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may

have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a approval for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences (but in consultation with Owner), and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Deleted.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the

Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island, PFM, LLC (the management company for The Vets), the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the 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 a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will 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, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue approvals for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work.

§ 14.5.1 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and number of days' increase in the Contract Time claimed as a consequence of such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require, including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum or for each individual line item in the schedule of values.

§ 15.2 through § 15.2.5 Deleted..

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Deleted

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.6 Substantial Completion

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

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of governmental authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, the State of Rhode Island, PFM, LLC, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits not less than One Million (\$1,000,000) Dollars each occurrence, One Million (\$1,000,000) Dollars general aggregate, and One Million (\$1,000,000) Dollars aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$1,000,000) Dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, 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.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Hundred Thousand (\$100,000) Dollars each accident, One Hundred Thousand (\$100,000) Dollars each employee, an One Hundred Thousand (\$100,000) Dollars policy limit.

§ 17.1.7 Deleted.

§ 17.1.8 Deleted.

§ 17.1.9 Deleted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the State of Rhode Island, PFM, LLC the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and the State of Rhode Island as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the

Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Deleted.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 through §17.2.6 Deleted..

§ 17.2.7.1 Waiver of Subrogation. Contractor and Owner each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any liability insurance required to be carried by such party pursuant to this Agreement. Contractor from time to time will cause its respective insurers to issue appropriate waiver of subrogation rights endorsements to its liability policies.

§ 17.2.7.2 through §17.23 Deleted.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The special warranty period shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the

Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Daniel Schwartz, General Manager
The Vets
One Avenue of the Arts
Providence, RI 02903
Phone: 401/222-1467
dschwartz@pfmcorp.com

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

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ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation

shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

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

OWNER *(Signature)*

Daniel P. McConaghy, Executive Director
(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

TEL 202 638 2000

RHODE ISLAND CONVENTION CENTER AUTHORITY
SUPPLEMENTAL TERMS AND CONDITIONS

1. **PREVAILING WAGE REQUIREMENT** - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
2. **EQUAL OPPORTUNITY COMPLIANCE AND AFFIRMATIVE ACTION** - Contractors of the Authority are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, and 11375, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
3. **DRUG-FREE WORKPLACE REQUIREMENT** - In accordance with Executive Order No. 91-14, Contractors and their employees who do business with the Authority shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
4. **LIENS.** The Owner of The Vets being the State of Rhode Island pursuant to R.I.G.L. §34-28-31 mechanics liens may not be placed against the Project.
5. **MINORITY BUSINESS ENTERPRISES** - Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer.

FIXED SEATING AT THE VETS
PRICING SHEET

TOTAL PRICE \$ _____

ITEMIZED PRICING

	<u>Unit Price</u>	<u>Extended</u>
2,010 Fixed Seats (Style, Finishes, Aisle Lighting & Fabric as Outlined in Specs)	\$ _____	\$ _____
2% Backstop Materials (Item 2.2M. of the Specifications)		\$ _____
Shipping/Freight of Seats and Materials		\$ _____
1,009 Metal Ring Cup Holders	\$ _____	\$ _____
Removal of Existing Seats <i>Prevailing Wage</i>		\$ _____
Installation of New Seats <i>Prevailing Wage</i>		\$ _____
Dumpster and Removal of all Waste		\$ _____

The undersigned hereby declares that it:

- 1. Is thoroughly familiar with the provisions of the RFP documents.**
- 2. It can fulfill its obligations, should it be selected as the successful Proposer, including the timeline as outlined in the RFP documents with removal of existing seats commencing on June 27, 2022, and completion of the new seat installation by September 28, 2022.**

Proposer: _____ (Print Name of Company)

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Address: _____

Contact Name / _____ Email: _____

Telephone / _____ Fax #: _____

Manufacturer(s) (if different from that indicated in Specification):
