



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

February 18, 2015

**ADDENDUM NUMBER ONE**  
**RFQ #7549305**

**TITLE: Sakonnet Point Fishing Area Boat Ramp Improvements**

**Closing Date and Time: 2/24/15 at 10:00 AM**

**Per the issuance of this ADDENDUM #1 (15 pages) the following is noted:**

Attached is the sign in sheet from the non-mandatory pre bid conference held 2/11/15 at 10am.

Attached are clarifications/answers to questions raised at the pre bid.

As noted by buyer at pre bid conference:

This is a non-mandatory pre bid conference.

There may be proposals received from vendors not on the list.

Questions are being accepted on line until 2/13/15 at 5pm The address and instructions how to submit questions is on the bid proposal.

Bid bond is required

Performance bond is required

Specifications and plans are posted on the purchasing website.

([www.purchasing.ri.gov](http://www.purchasing.ri.gov))

This is a public works project and as such requires a CD be submitted along with the paper copy of your bid. Instructions on how to do that are included in the bid package.

There are no allowances.

There are no alternates. We are requesting unit prices for two items. There are liquidated damages of \$800 per day.

Please note the clauses that pertain to public works projects.

This is a prevailing wage project. Please note the certification within the bid package that acknowledges you are aware of your obligations as they pertain to prevailing wage.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**February 18, 2015**  
**ADDENDUM NUMBER ONE**  
**RFQ #7549305**

**TITLE: Sakonnet Point Fishing Area Boat Ramp Improvements**

Included is a bid preparation check list to help you. It is not a substitute for a thorough review of the instructions to bidders.

We are also asking that you submit a new w-9.

There were no questions submitted on line.

END OF QUESTIONS



State of Rhode Island  
 Division of Purchases  
 One Capitol Hill  
 Providence, RI 02908

**"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET**

BID NUMBER: 7549305  
 BID TITLE: SAKONNET POINT FISHING AREA BOAT RAMP IMPROVEMENTS  
 PRE-BID DATE AND TIME: 2/11/15 AT 10AM

Purchasing Representative:  
 DCADORET  
 Pre-bid START TIME: 10:07  
 Pre-bid END TIME: 10:20

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 STATE PURCHASING	DAVID ADAMS					
2 New England Building & Bridge	Peter Donastelli	19 B Lark Industrial Hwy Cranston RI 02908	Pdonastelli@nchbc.com	401-830-5774	401-830-5776	
3 New England Building & Bridge	Al + Jill Abate		ADIB@ASIG ED NEBBOS.COM	401-830-5774	401-287-1912	
4 DEM TOWN OF	Lauren Farley					
5 LITTLE COMPAN	GARY MASTARONA	23 CAL RD LITTLE COMPAN RI 02887	LOBS@LITTLECOMPAN.COM	401-573-0942	401-635-4125	
6 ANDRES ALVARO	RIDEM					
7 DEM P:ID	Jay Hden	235 Promenade St Providence RI 02908	James.McGinnis@dem.ris.gov	401-222-2776 x443		
8						
9						
10						
11						
12						
13						
14						
15						

**NOTICE OF ADDENDUM NUMBER ONE (1)**

TO

State of Rhode Island  
DEM-Planning and Development Contract No. 24-14  
Bid Number 7549305  
Sakonnet Point Fishing Area Boat Ramp Improvements  
Little Compton, Rhode Island

**DATE of ADDENDUM:** February 18, 2015

**The contract documents are hereby modified to include this document as if fully attached thereto.**

**ITEM 1) Invitation to Bid page 2 of 4**

DELETE "Completion Time: 90 days from start of construction"

REPLACE with "Start Date: April 15<sup>th</sup>, 2015; Completion Date: June 30<sup>th</sup>, 2015."

**ITEM 2) Invitation to bid – Bid Proposal Form**

DELETE Bid Proposal Form in its entirety.

REPLACE with Bid Proposal Form attached hereto as Addendum 1, Attachment I.

**ITEM 3) Section 00500 – Contract Agreement**

DELETE Section 00500 Contract Agreement AIA Document A101 Standard Form of Agreement Between Owner and Contractor in its entirety.

REPLACE with Section 00500 Contract Agreement attached hereto as "Addendum 1, Attachment II".

See changes to Section 3.3.

Contract agreement shall be finalized and executed with the Contractor prior to a Purchase Order being issued.

\*\*\*\*\*

**END OF ADDENDUM NUMBER 1**

\*\*\*\*\*

Solicitation #: 7549305

Solicitation Title: Boat Ramp Improvements, Sakonnet Harbor Fishing Area

## BID FORM

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

Bidder:

\_\_\_\_\_  
Legal name of entity

\_\_\_\_\_  
Address (street/city/state/zip)

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Contact email

\_\_\_\_\_  
Contact telephone

\_\_\_\_\_  
Contact fax

### 1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ \_\_\_\_\_

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

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

- **Allowances**

NONE

- **Bonds**

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

- **Addenda**

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

Solicitation #: 7549305

Solicitation Title: Boat Ramp Improvements, Sakonnet Harbor Fishing Area

*All Addenda must be acknowledged.*

Addendum No. 1 dated: \_\_\_\_\_

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

NONE

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: Base Course Asphalt Pavement      \$\_\_\_\_\_ per ton

Unit Price No. 2: Class I-1 Asphalt Pavement      \$\_\_\_\_\_ per ton

4. **CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction:                      April 15, 2015
- Substantial completion:                      June 30, 2015
- Final completion:                              June 30, 2015

Solicitation #: 7549305

Solicitation Title: Boat Ramp Improvements, Sakonnet Harbor Fishing Area

**5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ 800.00.

-----

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

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

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

**BIDDER**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

**#** \_\_\_\_\_

Bidder's Contractor Registration Number



**AIA**<sup>®</sup>

# Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of \_\_\_\_\_, (Date of issuance of Owner's Purchase Order)

*(Paragraph deleted)*

BETWEEN the Owner:

The State of Rhode Island, acting by and through the Department of Administration  
Division of Purchases, on behalf of the Department of Environmental Management  
One Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
Tel. (401) 574-8100  
Fax. (401) 574-8387  
[www.purchasing.ri.gov](http://www.purchasing.ri.gov)

and the Contractor:

*(Name, legal status, address, telephone and facsimile numbers, and web address)*

for the following Project:

*(Name, location and detailed description)*

Boat Ramp Improvements  
Sakonnet Point Fishing Area  
Little Compton, Rhode Island

The User Agency:

*(Name, legal status, address, telephone and facsimile numbers, and web address)*

Department of Environmental Management  
235 Promenade Street  
Providence, Rhode Island 02908  
Tel. (401) 222-2776  
Fax. (401) 222-2591  
[www.dem.ri.gov](http://www.dem.ri.gov)

The Architect:

*(Name, legal status, address, telephone and facsimile numbers, and web address)*

Department of Environmental Management  
Division of Planning and Development  
235 Promenade Street  
Providence, Rhode Island 02908  
Telephone Number: Tel. (401) 222-2776  
Fax Number: Fax. (401) 222-2591

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:23:40 on 02/18/2015 under Order No.6834551710\_1 which expires on 07/17/2015, and is not for resale.

User Notes:

(875713909)

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS
11	NO LIENS
12	BENEFITS OF AGREEMENT

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. No part of the Work shall be performed by Subcontractors without the Owner's prior written consent.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be  
*(Paragraphs deleted)*

stipulated by the Purchase Order issued by the Owner to the Contractor. The Contractor will be authorized to commence work only upon the issuance of the Purchase Order by the Owner and an authorization from the User Agency.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than June 30<sup>th</sup>, 2015; or as follows:

Int.

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

Subject to adjustments of this Contract Time as provided in the Contract Documents.

§ 3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated herein as liquidated damages, and not as penalty, for each calendar day of delay until the Work is substantially complete: eight hundred (\$ 800.00 ) Dollars.

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 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 (\$ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates)*

#### § 4.3 Unit

*(Paragraphs deleted)*

prices are specified in the Bid Form.

#### § 4.4 Allowances

*(Paragraphs deleted)*

are specified in the Bid Form.

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and approved by the Owner in writing, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than the 30<sup>th</sup> business day following approval by the Owner.

Int.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Paragraph deleted)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8

(Paragraphs deleted)

Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

## § 5.2 FINAL PAYMENT

§ 5.2.1 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 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect and approved in writing by the Owner;
- .3 the Contractor has submitted its final waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

Int.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and written approval of the Owner.

### § 5.3 OWNERS RIGHTS

§ 5.3.1 The owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 5.3.2 The owner shall have the right to deduct from any payments due to the Contractor the amount of any claim against the Contractor arising out of this Agreement or on account of any other reason.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

*(Paragraphs deleted)*

The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and Section 15.2 of AIA Document A201-2007.

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim not resolved by the procedures set forth in § 6.1, the method of binding dispute resolution shall be

*(Paragraphs deleted)*

determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq., the "Administrative Procedures Act," R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007. The Contractor may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 7.2 The Work may be suspended by the Owner as provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase and/or Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 8.2

*(Paragraphs deleted)*

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

### § 8.3 State of Rhode Island Representatives

§ 8.3.1 The Owner's representative:

*(Name, title, address and other information for the preferred methods of contact)*

Department of Environmental Management  
235 Promenade Street

Int.

Providence, RI 02908

§ 8.3.2 The User Agency's representative:  
(Name, title, address and other information for the preferred methods of contact)

§ 8.4 The Contractor's representative:  
(Name, title, address and other information for the preferred methods of contact)

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

§ 8.6 Other provisions.

§ 8.6.1 The Contractor represents and warrants to the Owner, in addition to any other representations and warranties of the Contractor elsewhere in the Contract Documents:

- .1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possessed of sufficient working capital to perform their obligations under the Contract Documents.
- .2 The Contractor and its Subcontractors are each able to furnish the materials, equipment, and labor required to complete the Project as required under the Contract Documents.
- .3 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
- .4 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

§ 8.6.2 The representations and warranties of the Contractor in the Contract Documents will survive the execution and delivery of this Agreement, any termination of the Agreement, and the final completion of the Work.

§ 8.6.3 Any Change Orders of other Modifications must be approved in writing by the Owner.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for the Purchase Order and Modifications issued after execution of this Agreement, are enumerated in the sections below.

Init.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	State of Rhode Island Procurement Regulations
(Row deleted)	

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

The Drawings are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

§ 9.1.6 The

(Paragraphs deleted)

Addenda issued pursuant to the Solicitation are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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

.1  
(Paragraphs deleted)

The Solicitation issued (Date), including the Invitation of Bid, the Instructions to Bidders, and the Bid Checklist (with applicable forms).

.2 The Bid Proposal, including without limitation, the Bid Form and the Bidder Certification Cover Form.

§ 9.1.8 This agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this Agreement by this reference.

§ 9.1.9 In the event of any conflict between the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws and the Supplementary and other Conditions of the Contract or other Contract Documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Solicitation and Article 11 of AIA Document A201–2007.

Int.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:23:40 on 02/18/2015 under Order No.6834551710\_1 which expires on 07/17/2015, and is not for resale.  
User Notes:

(875713909)

**ARTICLE 11 NO LIENS**

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

**ARTICLE 12 BENEFITS OF AGREEMENT**

§ 12.1 Third-party Beneficiary. The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder.

*(Table deleted)*

§ 12.2 Assignment. This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

This Agreement is dated as of the day and year first written above; provided, however, that this Agreement shall not become a binding contract until the Owner has issued a Purchase Order pursuant to § 3.1. The person signing for the Contractor below represents that he or she has been duly authorized to execute this Agreement on behalf of the Contractor.

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

\_\_\_\_\_  
*OWNER (Signature)*

Janet Coit Director, RIDEM  
*(Printed name and title)*

\_\_\_\_\_  
*CONTRACTOR (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Init.