

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

ADDENDUM # 2

1/14/19

Solicitation #7597668

Title: Adams Library HVAC Upgrades - Rhode Island College

Submission Deadline: January 22, 2019 @ 1:00 PM

Per the issuance of <u>ADDENDUM #2</u> the following are noted:

This Addendum #2 dated 1/14/19 forms a part of the Contract Documents and modifies the Bidding Documents dated October 19, 2018.

- Vendor submitted questions and responses
- Per the issuance of addendum #2 the following section is deleted from the bid documents: Section: 00 11 53 Request for Qualifications AIA A305-1986.
- Revised standard form of agreement between Owner and Contractor AIA A101-2007, replaced with AIA A101-2017.

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

Gary P. Mosca Chief Buyer



ADDENDUM #2

Solicitation #7597668 – Adams Library HVAC Upgrades

Vendor submitted questions & responses:

Question: How do you price Alternate #2 without plans to show the extent of the existing ductwork?

A: Leak testing, sealing and re-insulation within the mechanical rooms is included in the base bid. Alternate #2 is for the leak testing, sealing and re-insulation of all ductwork in the facility outside of the mechanical rooms. Reference the original Prout, Millman and ECI design plans posted.

Question: On the Mechanical Drawings Keynote "A" states the refurbishing of the AHUs. Can we assume the Aquis coating is part of the base bid, but any other deficiencies in the AHUs will be paid out of the allowances?

A: Yes

Question: In the Mechanical Drawing Keynotes B-C-E-G-and H are referring to removing and providing certain equipment or duct that has a curb. It states we remove the curb and provide new. Are we responsible for all the roofing work involved?

A: Yes, bidders are to be responsible for all related roofing involved with the scope of work.

Question: What is the time allotted for the AHU's to be off-line while both refurbishment and unit component replacement is deemed necessary?

A: Down time for individual units is to be kept to a minimum to limit impact on the end users. Refer to the Temporary Facilities and Controls Section 01 50 00.

Question: Will other cooling tower manufacturers be entertained as long as they meet the spec? A: Yes, however, the structural plans are based on Baltimore Air Coil. Any modifications to the structural components and other aspects of design required by a substitution shall be at the Contractor's cost.

Question: What is the estimated cost for this project?

A: Budgets are not disclosed.

Question: Who is the current manufacturer of the existing roof? and sand type for that roof?

A: Unknown.

Question: drawing E1.0 keynotes b and d is the wiring to be removed back to the breaker or just to below the ef's and damper motors in the drop ceiling then junction box and extend as needed?

A: The intent is for the wiring to be pulled back to the breaker. Included shall be new wiring from the breaker to equipment.

Question: 400 amp panel in first floor mech. room show ef's 1-4 is this the breaker location for the ref's? A: If the existing exhaust fans are fed from this panel, then yes this will be where the new exhaust fans will be fed from.

Question: need power panel location for ref's, ef's, raf and damper motors to check for proper breaker size and type?

A: The exact panel locations are not indicated. These panels and breakers will need to be field verified.

Question: Is the existing roof under warranty? If so who is the manufacturer? A: No.

Question: On the Mechanical Drawings Keynote "A" states the refurbishing of the AHU's. Can we assume the Aquis coating is part of the base bid, but any other deficiencies in the AHU's will be payed out of the allowances?

A: Unforeseen deficiencies are to be paid out of allowances.

Question: In the Mechanical Drawing Keynotes B-C-E-G-and H are referring to removing and providing certain equipment or duct that has a curb. It states we remove the curb and provide new. Are we responsible for all the roofing work involved?

A: Yes.

Question: It appears a Major electrical shutdown would be needed to install the new breaker for the new cooling tower. Would this take place off hours? How would this be scheduled?

A: Major shutdowns of utilities that impact the use of the building are to take place after hours. Refer to the Specifications Division 00 and 01 for notification requirements.

Question: Is there existing fire alarm at the existing exhaust fans scheduled to be replaced? A: No. There is, however, a fire alarm on the recirculation fan (RAF-1) system.

Question: I understand we need to run a new circuit to the new cooling tower, however are new circuits necessary to the replacement exhaust fans?

A: See the answer to the question above regarding drawing E1.0 keynotes b and d.

Question: On Drwg S1 Note 8 it states the structural Engineer requires a letter from the principle of a testing agency certifying that all testing and inspections work has been completed and in conformance with the project statement of special inspections etc.... Is this only a requirement if the steel doesn't get installed per plans? Or do we include the cost of a testing agency? What are we testing? Where are the testing parameters?

A: The certification letter is required in all cases. Third party inspection is required, however there are no "special inspections" specified or required. A qualified inspection agency will, as a matter of course, know the tests and parameters to be used.

Question: Drwg M0.0 NOTE 21. All roof mounted equipment within 10' off the roofs edge requires a guard rail. Can we assume this doesn't apply here due to the existing wall? A: Yes,

Question: What pipe size do we base the unit price for the replacement pipe insulation? A: Unit pricing is to be provided by size. All relevant sizes.



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

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

BETWEEN the Owner:

(Name, legal status, address, telephone and facsimile numbers, and website)

State of Rhode Island, acting by and through the Department of Administration, Division of Purchases, on behalf of the User Agency One Capitol Hill, Second Floor Providence, Rhode Island 02908-5855 401.578.8100 (telephone); 401.574.8387 (facsimile) www.puchasing.ri.gov

on behalf of the User Agency:
(Name, legal status, address, telephone and facsimile numbers, and website)
Rhode Island College
600 Mt Pleasant Ave
Providence, RI 02908
Tel: (401) 456-9885
www.ric.edu

and the Contractor:

(Name, legal status, address, telephone and facsimile numbers, and website)

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

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

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.

The parties should complete
A101™-2017, Exhibit A, Insurance
and Bonds, contemporaneously with
this Agreement. AIA Document
A201™-2017, 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.

(Paragraph Deleted)

The Owner and Contractor agree as follows. **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
- **DISPUTE RESOLUTION**
- **TERMINATION OR SUSPENSION**
- **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

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User Notes:

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, Supplementary Conditions (if any), 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 the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the (Paragraph Deleted)

date set forth in a notice to proceed issued by the User Agency.

(Paragraphs Deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[]	Not later than () calendar days from the date of commencement of the Work.
[}	By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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. Subject to additions and deductions as provided in the Contract Documents, the Contract Sum shall be:

§ 4.2 Alternates

User Notes:

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§ 4.2.1 Alternates, if any, included in the Contract Sum:

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ltem **Price**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ltem

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if

any, are specified in the Bid Proposal Form and include all costs, including without limitation, labor, materials, services, regulatory compliance, overhead, and profit necessary for the completion of the Work. Unit prices shall be used for both additions to, and deletions from the Work.

(Table Deleted)

§ 4.5 Liquidated damages, if any:

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

- .1 In the event that there is one date for Substantial Completion of the Work, the Contractor shall pay the Owner the sum stipulated in this Section 4.5.1 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete: \$
- .2 In the event that the Project is scheduled to be completed in phases, and there is more than one date for Substantial Completion of the Work, the Contractor shall pay the Owner an aggregate amount equal to the sums stipulated in this Section 4.5.2 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work for each phase is substantially complete:

Phase

Liquidated Damages Sum

.3 The Owner and the Contractor have reasonably determined the sums set forth in this Section 4.5 to be a fair estimate of the Owner' actual damages which are difficult to ascertain in the event of delay.

§ 4.6 Other:

User Notes:

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(Paragraph Deleted)

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 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Design Agent by the Contractor and Certificates for Payment issued by the Design Agent 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.

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- § 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, less retainage, to the Contractor not later than the 30 th working day following written approval by the Owner.

(Paragraph Deleted)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Design Agent and the Owner 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 Design Agent and the Owner may require. This schedule of values 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 In accordance with AIA Document A201TM—2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 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; and
 - .3 That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2007;

For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2007; and

.4 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5%) percent.

(Paragraph Deleted)

§ 5.1.7.1.1

(Paragraph Deleted)

Deleted.

User Notes:

§ 5.1.7.2 Deleted.

(Paragraph Deleted)

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The amount of five (5%) percent shall be retained by the Owner until the first anniversary of final completion of the Work.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007.
- § 5.1.9 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.
- § 5.1.10 Within 10 working days of receipt of any progress payment from the Owner, the Contractor must pay its Subcontractors the full amount included for each such Subcontractor within the Contractor's Application for Payment in accordance with the provisions of AIA A201 2007, General Conditions of the Contract for Construction.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less the amount withheld pursuant to § 5.1.7.3, shall be made by the Owner to the Contractor when:

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner;
- .3 the Contractor has submitted its final release and final releases 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 asbuilt plans, warranties, manuals, and other materials set forth in the Contract Documents.

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

§ 5.3 Interest

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User Notes:

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 5.4 Owner's Rights

§ 5.4.1 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, the amount of any claim against the

Contractor arising out of this Agreement, or any amount on account of any other reason permitted by applicable

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.

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§ 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall

option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of

such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

(Paragraph Deleted)

§ 6.3 Binding Dispute Resolution

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, or mediation at the option of the Contractor pursuant to Section 6.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq.

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 Contract 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.

§ 7.1.1 Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation or other applicable law; or (ii) 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: (i) the AIA Document A201 - 2007 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 - 2007 or other Contract Document as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner's representative:

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

§ 8.2.2 The User Agency's representative:

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

Kevin Fitta, P.E., Director of Capital Projects Rhode Island College 600 Mt Pleasant Ave Providence, RI 02908 Tel: (401) 456-9885 Email: kfitta@ric.edu

§ 8.2.3 The Design Agent's representative:

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

Init.

§ 8.3 The Contractor's representative:

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

§ 8.4 Neither the Owner's nor the Contractor's representative nor the Design Agent's representative shall be changed without 10 working days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.6 Deleted.

§ 8.7 Other provisions:

§ 8.7.1 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 possess sufficient working capital to perform their obligations under the Contract Documents.
- .2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.
- .3 The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.
 - .4 The execution of this Agreement and its performance is within its duly authorized powers.
- .5 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.
- .6 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 a contractor possessing such experience and expertise.
- § 8.7.2 The representations and warranties of the Contractor in this Section 8.7 and elsewhere in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.
- § 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.
- § 8.7.4 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 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

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User Notes:

- .2 Deleted.
- .3 AIA Document A201TM—2007, General Conditions of the Contract for

Construction, as

modified by the

Owner.

- .4 Deleted.
- .5 Drawings

(Table Deleted)

The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

.6 Specifications

(Table Deleted)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

.7 Addenda, if

(Table Deleted)

any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

8.

Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.

.9 Other documents listed below:

(Paragraph Deleted)

.1 The Solicitation, issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist.

(Paragraph Deleted)

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

(Table Deleted)

- .3 The Purchase Order issued by the Owner.
- § 9.2 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), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

(Table Deleted)

User Notes:

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(Paragraph Deleted)

§ 9.3 In the event of any conflict between or among the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.

ARTICLE 10 BENEFITS OF AGREEMENT

THE STATE OF RHODE ISLAND, acting by

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

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

and through its Department of Ad Division of Purchases	ministration,		
OWNER (Signature)		CONTRACTOR (Signature)	
Michael Mitchell, Esq.	i		
Deputy Purchasing Agent	<u> </u>		
(Printed name and title)		(Printed name and title)	