

# State of Rhode Island Version of AIA® Document A101® – 2017

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



## COMPARATIVE

NOTE: This comparative version of AIA Document A101–2017 shows additions and deletions to standard AIA content by the State of Rhode Island. Additions to AIA Document A101–2017 are underlined (addition); deletions are stricken (~~deletion~~). Publication of this modified version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by the State of Rhode Island.

# State of Rhode Island Version of AIA Document A101<sup>®</sup> – 2017

## 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 ~~other information~~ 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.ridop.ri.gov**

on behalf of the User Agency:

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

and the Contractor:

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

**THIS COMPARATIVE DOCUMENT IS FOR REFERENCE PURPOSES ONLY AND IS NOT FOR USE.**

for the following Project:

(Name, location and detailed description)

The ~~Architect~~ Design Agent:

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



This comparative version of AIA Document A101–2017 is modified by the State of Rhode Island. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the State of Rhode Island.

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

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
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

**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 date set forth in a notice to proceed issued by the User Agency.  
*(Check one of the following boxes.)*

~~The date of this Agreement.~~

~~A date set forth in a notice to proceed issued by the Owner.~~

~~Established as follows:~~

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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
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§ 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. ~~The Contract Sum shall be (\$ ), subject~~ Subject to additions and deductions as provided in the Contract Documents, ~~the Contract Sum shall be: \$~~ \_\_\_\_\_.

§ 4.2 Alternates

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

Item	Price
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§ 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.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum. (Identify each allowance.)

Item	Price
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§ 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. (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

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«.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:

<u>Phase</u>	<u>Liquidated Damages Sum</u>
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«.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's actual damages which are difficult to ascertain in the event of delay.»

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

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 Architect/Design Agent by the Contractor and Certificates for Payment issued by the Architect/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.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.3** The Owner shall make payment of the certified amount, less retainage, to the Contractor in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

**§ 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 Architect/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 A201™–2017, General Conditions of the Contract for Construction as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as ~~follows:~~set forth in Sections 5.1.6.1 and 5.1.6.2.

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§ 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 Architect Design Agent determines, in the Architect's 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 Architect Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017 as modified by the Owner;
- ~~.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~.4~~ .3 For Work performed or defects discovered since the last payment application, any amount for which the Architect Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 as modified by the Owner; and
- ~~.5~~ .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.  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5.1.7.1.1 ~~Deleted.~~ The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 ~~Deleted.~~ Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 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 through the date of Substantial Completion of the Work and then after the date of Substantial Completion of the Work in accordance with R.I. Gen. Laws § 37-12-10.1.

§ 5.1.8 If ~~final completion~~ 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 A201–2017 as modified by the Owner.

§ 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 Section 9.6.2 of AIA Document A201®–2017, General Conditions of the Contract for Construction as modified by the Owner.

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**§ 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:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017 as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the ~~Architect~~Design Agent and approved in writing by the Owner; and
- .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 as-built 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 ~~Architect's~~Design Agent's final Certificate for Payment, ~~or as follows:~~ and written approval by the Owner.

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1, et seq.

*(Insert rate of interest agreed upon, if any.)*

—%

**§ 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 law.

**§ 5.5** Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section. The three (3%) percent withheld pursuant to R.I. Gen. Laws § 44-1-6 is not considered retainage which is held pursuant to § 5.1.7.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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.

**§ 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 have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor, the Owner and the Contractor shall attempt

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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.

**§ 6.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

— Arbitration pursuant to Section 15.4 of AIA Document A201–2017

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction:

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 A201–2017, as modified by the Owner. 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 General Conditions of Purchase Regulation, 220-RICR-30-00-13 or other applicable law.

**§ 7.1.1 Deleted.** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation, 220-RICR-30-00-13 or other applicable law; or (ii) Article 14 of AIA Document A201–2017 as modified by the Owner.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to ~~that provision:~~ (i) the AIA Document A201 – 2017 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 – 2017 as modified by the Owner 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)*



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**§ 8.32.2** The ~~Contractor's~~User Agency's representative:  
(Name, title, address, email address, and other information for the preferred methods of contact)

**§ 8.2.3** The Design Agent's representative:  
(Name, title, address, email address, and other information for the preferred methods of contact)

**§ 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 representative nor the Contractor's representative nor the Design Agent's representative shall be changed without ~~ten days~~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 ~~AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~the Solicitation and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A,~~the Solicitation and elsewhere in the Contract Documents.

**§ 8.6 Deleted.** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 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.

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.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 in accordance with the AIA Document A201 – 2017, as modified 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 A101™–2017, Standard Form of Agreement Between Owner and Contractor, *as modified by the Owner*
- .2 ~~Deleted.~~ AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, *as modified by the Owner.*
- .4 ~~Deleted.~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this Agreement.)*

.5 Drawings

<b>Number</b>	<b>Title</b>	<b>Date</b>
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The Drawings are included in the Solicitation and are available on the Division of Purchases website at [www.ridop.ri.gov](http://www.ridop.ri.gov).

.6 Specifications

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.ridop.ri.gov](http://www.ridop.ri.gov).

.7 Addenda, if any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at [www.ridop.ri.gov](http://www.ridop.ri.gov).

<b>Number</b>	<b>Date</b>	<b>Pages</b>
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation, 220-RICR-30-00-13.

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**Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

— AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

— The Sustainability Plan:

Title	Date	Pages
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— Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

.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.

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

.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.ridop.ri.gov](http://www.ridop.ri.gov)), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

§ 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**

§ 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.

THIS COMPARATIVE DOCUMENT IS FOR REFERENCE PURPOSES ONLY AND IS NOT FOR USE.

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

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

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

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

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

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

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