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AIA[®] Document A102[™] – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

BETWEEN the Owner:

(Name, legal status, address and other information)

«SAVE THIS DOCUMENT LOCALLY BEFORE EDITING»«»

«»
«»
«»

and the Contractor:

(Name, legal status, address and other information)

«»«»

«» _____

«» _____
«»

for the following Project:

(Name, location and detailed description)

«FORMS»

«» _____

«» _____

The Architect:

(Name, legal status, address and other information)

«»«»
«»
«»
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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion.

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Consultation with an attorney is encouraged with etion

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Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is

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The Owner and Contractor agree as follows.

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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,~~ [AIA A102 Agreement between the Owner and Contractor, as modified \(hereinafter the "Agreement"\), AIA Document A201-2017](#) Conditions of the Contract (~~General, Supplementary, and other Conditions~~), Drawings, Specifications, Addenda, [and Exhibits](#) 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. If anything in the other Contract Documents, other than a Modification, [as defined in Section 1.1.1 of the AIA Document A201-2017 General Conditions](#), is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in [the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by](#) the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1.2 [The Contractor agrees to construct the Project in accordance with the requirements of the Contract Documents, in accordance with the highest construction industry standards and practices, and in compliance with all applicable federal, state, and local laws, codes, ordinances, regulations, and orders, as well as applicable](#)

regulations of any other body with jurisdiction over the Project applicable to contractors (“Legal Requirements”). The Contractor shall inform itself fully of all Legal Requirements, shall comply with all Legal Requirements and shall cause all of its Subcontractors to similarly comply with all Legal Requirements.

§ 2.2 The Owner and the Contractor agree that the Owner has selected Contractor for the Project because of the Contractor’s special expertise in constructing similar projects. Before executing this Agreement and before commencing construction for any phase of the Work, the Contractor carefully reviewed and shall carefully review the Project site, all Contract Documents, all Legal Requirements, and all other exhibits hereto.

§ 2.2.2 The Contractor shall perform all construction necessary to result in a completed and functioning Project including, without limitation, fully operational and functional components, notwithstanding, among other things, errors, omissions, inconsistencies, or lack of coordination in the Drawings and Specifications that an experienced contractor that has constructed many similar projects could reasonably have recognized during bidding and negotiation of the Guaranteed Maximum Price (together, “Discoverable Errors”). Therefore, the Contractor represents that if it encounters any Discoverable Errors, the Contractor shall promptly report them to the Owner, however, the cost to perform any additional Work necessary to complete the Project, or any increase in the cost of Work resulting from any impact on other Work or any additional Work necessary to complete the Project shall not constitute a Cost of the Work and shall not form the basis for an increase in the Guaranteed Maximum Price or Contract Time.

§ 2.2.3 The Contractor shall coordinate its Work with the work of any contractors or vendors contracted directly by the Owner to work at the Project during the construction phase of the Project.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

§ 3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of 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.~~ Contract Documents. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 3.2 Throughout the Contract Documents there are many references to the role of the Architect. Notwithstanding such references, the parties hereto do not intend the Architect to (i) have any power or authority to resolve disputes between them (ii) have the ability or authority to bind either of them or make decisions on their behalf, or (iii) have the authority to issue Change Orders without the Owner’s written concurrence. This paragraph shall not be interpreted as preventing the Architect from reviewing and approving shop drawings or similar submittals, or from acting in accordance with Sections 4.2.7, 4.2.11 or 9.8.3 of the AIA A201 General Conditions.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed (“NTP”) issued by the Owner, which is expected to be issued 11/15/18.

☐ [« »] 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.

§ 4.2 The Contract Time shall be measured from the NTP date ~~of commencement of the Work.~~

§ 4.3 Substantial Completion

§ 4.3.1 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:

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§ 4.3.2 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
#1 Leasing, Mail, & Pool area	X
#2 Building 1, 2 & Maintenance Shop	X
#3 Building 3 and 4	X

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

↔
The Contractor's Fee shall be percent (%) of the Cost of the Work.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

↔
For any addition to the Work, percent (%) of the cost of the additional work shall be added as a fixed amount and added to the Contractor's Fee. There shall be a commensurate reduction of percent (%) in the Contractor's Fee for changes which decrease the Guaranteed Maximum Price for deletions to the Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

↔
The Subcontractor's mark-up on any change order for increases in the cost of its portion of the Work shall in no event exceed ten percent (10%) of the cost of any such subcontractor's change order.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project the rate published by the Associated Equipment Distributors.

§ 5.1.5 Unit prices, if any:

(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)
Not applicable.		

§ 5.1.6 Liquidated damages, ~~if any~~:

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

Owner and Contractor expressly acknowledge and agree that the amount of costs, damages, losses and liabilities that the Owner would incur as a result of Contractor's failure to achieve Substantial Completion within the Contract Time (adjusted for extensions to which the Contractor is entitled) are difficult or impossible to accurately estimate. Therefore, in the event the Contractor does not achieve Substantial Completion within the Contract Time, the Contractor shall pay the Owner, as liquidated damages and not as a penalty, the sum of Fifty and 00/100 Dollars (\$50.00) per rental unit or Two Thousand and 00/100 Dollars (\$2,000.00) if related to Portion of Work #1 above for each work day in excess of the actual time to achieve Substantial Completion, after an initial thirty (30) day grace period. Such liquidated damages are the Owner's sole and exclusive remedy against the Contractor for the Contractor failing to achieve Substantial Completion within the Contract Time, and Owner hereby waives and releases Contractor from any and all other claims, actions, suits, causes of action, liabilities, expenses, losses and costs of any kind whatsoever arising out of or related to Contractor failing to achieve Substantial Completion within the Contract Time.

The construction schedule (the "Schedule"), attached as Exhibit "A" hereto, conforms to the requirements of Section 3.10.1 of the A201-2017 Agreement executed between the Parties, as modified, and is based on actual calendar days. Lost time resulting from inclement weather, including without limitation, rain, flood, tornados and wind, will be reconciled against the monthly average data. "Adverse Weather Conditions" is defined as weather conditions other than normal weather conditions as determined by a ten (10) year average for each month of construction as recorded at the nearest National Weather Service meteorological station to the Project or collected on site and attached as Exhibit XXX. The Contractor will advise the Owner monthly as to the status of the whole and partial days claimed to be lost due to or resulting from inclement weather, and the impact of such days on the critical path. At such time as the accumulated number of lost days, including aggregation of partial lost days, exceed the allotment of work days, that difference shall constitute a time extension. If due to threatened weather conditions the Work on the Project is stopped, whether due to required evacuation or for general safety purposes, the whole or partial days lost shall be treated as lost due to or resulting from inclement weather for the purposes of this Agreement.

§ 5.1.7 Other:

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

Shared Savings Distribution. Upon completion of the Work, an accounting will be made to the Owner of the Cost of the Work and, if the Cost of the Work plus the Contractor's Fee under this Agreement is less than the adjusted Guaranteed Maximum Price, the savings shall be divided as follows: Owner shall receive the first \$625,000 (roughly 2.7% of project costs excluding general conditions and fees) of the shared amount, and then the Owner and Contractor shall share the remaining savings, with seventy-five percent (75%) to the Owner and twenty-five percent (25%) to the Contractor.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

~~§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:~~

~~§ 5.2.2.1 Intentionally omitted.~~

Item	Price

~~§ 5.2.2.2 Intentionally omitted.~~

~~§ 5.2.2.2 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

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

<< >>

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Intentionally omitted.

~~§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

«—»

§ 7.2.3 Intentionally omitted.

~~§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, ~~provided but only to the extent~~ that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; or (3) any entity which has the right to control the business or affairs of the Contractor; ~~or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.~~

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, or except as may be otherwise provided by the Contract Documents or applicable law, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

« »

§ 12.1.3 Provided that an Application for Payment is received by the ~~Architect~~Owner not later than the ~~«»25th~~ day of a month, the Owner shall make payment of the undisputed amount ~~certified~~ to the Contractor not later than the ~~«»tenth (10th)~~ day of the ~~«»following~~ month. If an Application for Payment is received by the ~~Architect~~Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~«»thirty~~ (~~«»30~~) days after the ~~Architect~~Owner receives the Application for Payment.

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Owner and Architect.

§ 12.1.6 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. The percentage of completion shall be the ~~lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values; been actually completed and shall match the application for payments of the Subcontracts for which payment is being made. As to line items of Work for which Contractor does not receive subcontractor applications for payment, Contractor's back up shall be invoices, purchase orders, and other reasonable documentation of costs actually incurred by Contractor.~~

§ 12.1.7 ~~In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~Intentionally omitted.

§ 12.1.7.1 Intentionally omitted.

~~§ 12.1.7.1 The amount of each progress payment shall first include:~~

- ~~.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~
- ~~.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

§ 12.1.7.2 Intentionally omitted.

~~§ 12.1.7.2 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 has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;~~
- ~~.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 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;~~
- ~~.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Retainage withheld pursuant to Section 12.1.8.~~

§ 12.1.8 Retainage

~~§ 12.1.8.1 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:~~ Subject to applicable law, the Owner will retain ten percent (10%) from each Application for Payment until Substantial Completion. Subject to the sole discretion and approval of Owner and its lender, retainage may be reduced to five percent (5%) once the Project is fifty percent (50%) complete.

~~(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.)~~

↔

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

↔n/a

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

↔

. In accordance with applicable law, the Owner shall pay the retainage within thirty (30) days of any of the following events, whichever occurs earlier: (i) The Owner or Architect certifies that the Project is substantially complete and, within a reasonable time after the Owner submits a written punchlist to the Contractor, the Contractor substantially completes all of the items on the punchlist; (ii) the issuance of a certificate of occupancy for the project and, within a reasonable time after the Owner submits a written punchlist to the Contractor, the Contractor substantially completes all of the items on the punchlist; or (iii) the Owner or tenant of the Owner takes possession of the Project and, within a reasonable time after the Owner submits a written punchlist to the Contractor, the Contractor substantially completes all of the items on the punchlist.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, 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 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

↔n/a

§ 12.1.9 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 A201–2017.

§ 12.1.10 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 suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements. If a Subcontractor's scope of work is completed in its entirety prior to Substantial Completion of the entire Work, the Contractor may request that the Owner release the retainage due such Subcontractor provided, however, that the Subcontractor's Work meets all of the requirements of final payment.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Owner and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Owner and Architect ~~has~~have made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Owner and Architect ~~has~~have made exhaustive or continuous on-site inspections; or (3) that the Owner and Architect ~~has~~have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. ~~Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

§ 12.2 Final Payment

§ 12.2 Final Payment

§ 12.2.1 The Contractor shall upon the earlier to occur of (i) the Substantial Completion of the Work, deliver to the Owner a statement sworn to as required under applicable law, itemizing in detail and as completely as possible all monies paid out and costs incurred by the Contractor on account of the Cost of the Work for which the Contractor is to be paid under Article 7 herein, accompanied by copies of all payrolls, vouchers and bills for which payment is required, or for which partial interim payments have heretofore been made. This statement shall contain a recap of the Contractor's Fee and distribution of savings, if any. 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 Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 The final billing shall be accompanied by a sworn statement from the Contractor, itemizing in detail and as completely as possible, all monies paid out and costs incurred by the Contractor on account of the Cost of the Work for which Contractor is to be paid under Article 7 herein, accompanied by copies of all payrolls, vouchers, purchase orders, invoices, and bills for which payment is required, or for which interim payments have heretofore been made. This statement shall contain a recap of the Contractor's Fee and distribution of savings, if any, less previous payments. Any retainage withheld after Substantial Completion shall be included in the final billing payment. The Owner is not responsible for verifying the accuracy of the Contractor's final accounting. Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall have the right to conduct an audit of the Cost of the Work or notify the Architect and Contractor that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within ten (10) days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within thirty (30) days after the Owner's receipt of the final billing described in Sections 12.2.1 and 12.2.2 herein, the Owner shall (i) pay the undisputed amount of the final billing; and (ii) shall provide the Contractor written notice of any amounts withheld, along with the for withholding, as provided in Article 9 of the A201-2017, as modified. Contractor shall have the opportunity to address the reasons for withholding, and to submit an Application for Payment for the withheld amounts. Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the

Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the ~~Owner's auditors' report concludes~~ Owner or the auditor, through the report, determines that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment or the Owner's Notice of Withholding. Failure to request mediation within this 30-day period shall result in the undisputed amount determined by the Owner, or if an audit was conducted, the substantiated amount reported by the Owner's auditors, becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the ~~amount~~ undisputed amount set forth in its Notice of Withholding or certified in the Architect's final Certificate for Payment.

§ 12.2.3 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, or as follows:~~ conditions to final completion and final payment under Section 12.2.1 herein and Section 9.10 of the AIA A201-2017 General Conditions, as modified, have been fully satisfied by Owner.

↔
§ 12.2.4 Intentionally omitted.

~~**§ 12.2.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.~~

§ 12.3 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.

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

↔ % ↔

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

Intentionally omitted.

~~The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as 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.)~~

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§ 13.2 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 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.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience ~~in accordance with~~ as provided in Article 14 of the AIA Document A201–2017, ~~then the Owner shall pay~~ the Contractor ~~as shall submit a final billing, in accordance with Section 12.2 herein, for the Work Contractor completed up to the date of~~ 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.)

« »

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the ~~Guaranteed Maximum Price and~~ Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 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 as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Form fields for Contractor's representative information, including lines for name, address, email, and other information, marked with red double arrows indicating required fields.

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Form fields for Contractor's representative information, including a highlighted field for "Representative's Name" and lines for address, email, and other information, marked with red double arrows indicating required fields.

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 15.6 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.)~~

Form fields for § 15.6, marked with red double arrows indicating required fields.

§ 15.7 Other provisions: 15.6 Intentionally omitted.

Form fields for § 15.7, marked with red double arrows indicating required fields.

§ 15.7 Severability. Should any court determine that any one or more articles of this Contract Documents are invalid, such determination shall not affect the validity of the remaining articles or the Contract as a whole.

§ 15.8 Attorneys' Fees. In the event of any litigation or arbitration arising out of or related to the enforcement or interpretation of any of the terms and provisions of this agreement, or breaches thereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including any costs and expenses incurred in relation to negotiation, mediation, arbitration, litigation, and appeal. The prevailing party shall be the party whose last offer of settlement is closer to the judgment of the court or award of the arbitrators. If the difference

between the judgment or award and the last offer of each party is equal, neither party shall be considered the prevailing party. For purposes of this provision, an offer of settlement must be in writing and delivered to the other party at least fifteen (15) days prior to the commencement of trial or arbitration hearing. If the party prosecuting the claim makes no written offer of settlement, the amount of the claim is considered to be its final offer of settlement. If the party defending a claim makes no written offer of settlement, its final offer is considered to be zero. Any timely offer of settlement supersedes any offer previously made by that party. This provision shall not waive or alter any applicable rule of evidence, except to the extent of determining the prevailing party.

§ 15.9 Headings. The headings or captions in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

§ 15.10 Construction of Agreement. No provision of this Agreement shall be construed more harshly or disfavorably against any party hereto regardless of which party drafted the provision or for whose benefit the provision was included.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified for use with this Agreement and attached hereto as Exhibit “B.” Any reference herein to AIA Document A201-2017 shall mean AIA Document A201-2017 as modified for use with this Agreement.
- ~~.4 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

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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 16.

.8 Other Exhibits:

(Check all boxes that apply.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the ~~E204-2017~~203-2013 incorporated into this Agreement.)

« »

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.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.)



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

OWNER (Signature)

<< >>< >>

(Printed name and title)

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-

-

By:

CONTRACTOR (Signature)

<< >>< >>

(Printed name and title)