Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

GENERAL INFORMATION

PURPOSE. AIA Document A101-1997 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

RELATED DOCUMENTS. This document has been prepared for use in conjunction with AIA Document A201-1997, General Conditions of the Contract for Construction, which is adopted into A101-1997 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A807-1997 may be considered.

The A101-1997 document is used as one part of the Contract Documents that memorialize the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:
- General Conditions (i.e., A201-1997)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA’s MASTERSPEC and AIA Document A511, Guide for Supplementary Conditions.

AIA Document A101-1997 is published in conjunction with the following related documents:
- A201-1997, General Conditions of the Contract for Construction
- A401-1997, Standard Form of Agreement Between Contractor and Subcontractor
- A311, Guide for Supplementary Conditions
- A701-1997, Instructions to Bidders
- B141-1997, Standard Form of Agreement Between Owner and Architect
- B151-1997, Abbreviated Standard Form of Agreement Between Owner and Architect
- C141-1997, Standard Form of Agreement Between Architect and Consultant
- C142-1997, Abbreviated Standard Form of Agreement Between Architect and Consultant

DISPUTE RESOLUTION—MEDIATION AND ARBITRATION. Through its adoption by reference of AIA Document A201-1997, this document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, write to the American Arbitration Association or call (800) 778-7879. The American Arbitration Association may also be contacted at http://www.adr.org.

WHY USE AIA CONTRACT DOCUMENTS? AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.
For further information on AIA’s approach to drafting contract documents, see AIA Document M120, Document Drafting Principles.

**USE OF NON-AIA FORMS.** If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

**LETTER FORMS OF AGREEMENT.** Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

**STANDARD FORMS.** Most AIA documents published since 1906 have contained in their titles the words “Standard Form.” The term “standard” is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

**USE OF CURRENT DOCUMENTS.** Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

**REPRODUCTIONS.** A101-1997 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. This document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce A101-1997, nor does membership in the American Institute of Architects confer any further rights to reproduce A101-1997 in whole or in part.

A101-1997 may not be reproduced for Project Manuals. Rather, if a user wishes to include it as an example in a Project Manual, the normal practice is to purchase a quantity of the original forms and bind one in each of the Project Manuals. Modifications may be accomplished through the use of separate Supplementary Conditions.

A limited license is hereby granted to retail purchasers to reproduce a maximum of TEN copies of a completed A101-1997, with or without signatures, but only for use in connection with a particular project. Further reproductions are prohibited without application by a specific user to and after receipt of written permission from the AIA. Upon reaching agreement concerning the Contract Sum and other conditions, the form may be removed from the manual and the necessary information may be added to the blank spaces of the form. The user may then reproduce up to ten copies to facilitate the execution (signing) of multiple original copies of the form, or for other administrative purposes in connection with a particular Project. Please note that at least three original copies of A101-1997 should be signed by the parties as required by the last provision of this document.

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**CHANGES FROM THE PREVIOUS EDITION**

A101-1997 revises the 1987 edition of A101 to reflect changes made in AIA Document A201-1997. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1987 edition of A101:

**THROUGHOUT:** References in A101-1997 to the General Conditions refer specifically to A201-1997.

**ARTICLE 2:** The blank for exceptions to the Contractor’s scope of Work has been eliminated.

**ARTICLE 3:** New emphasis is placed on the need to coordinate the date of commencement with the date of Substantial Completion. Space is also provided for bonus payments for early completion.

**ARTICLE 5:** Both progress payments and final payment are now covered in this article, entitled Payments. Payment of amounts not in dispute under Construction Change Directives is mandatory, as is release of retainage on completed Work at Substantial Completion. Advance payment to suppliers for materials and equipment not yet stored at the site is only permitted with the Owner’s approval.

**ARTICLE 6:** Space is provided for identification of the Owner’s and Contractor’s representatives. Ten days’ notice is required before a representative is changed.
USING THE A101-1997 FORM

Prospective bidders should be informed of any additional provisions which may be included in A101-1997, such as for liquidated damages or for stored materials, by an appropriate notice in the Bidding Documents and the provisions for Supplementary Conditions.

MODIFICATIONS. Users are encouraged to consult their legal and insurance advisers before completing an AIA document. Particularly with respect to contractor’s licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal council to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form or by Supplementary Conditions, or by amendments included in the Project Manual and referenced in this document. The form may also be modified by striking out language directly on the original form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X’s that completely obscure the text). This may raise suspicions of concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications, thereby eliminating one of the principal advantages of standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more confidently and fairly measure their risks.

COVER PAGE

Date: The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached; the date when the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Paragraph 3.1.

Parties: Parties to the Agreement should be identified using the full address and legal name under which this Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

Architect: As in the other Contract Documents, the Architect’s full legal or corporate title should be used.

ARTICLE 2—THE WORK OF THIS CONTRACT

If portions of the Work are to be performed by persons or entities other than the Contractor, these should be indicated in the Supplementary Conditions.

ARTICLE 3—DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The following items should be included as appropriate:

PARAGRAPH 3.1 The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Agreement. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, “The date of commencement shall be stipulated by the notice to proceed.” When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

PARAGRAPH 3.3 The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work.

Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.
Optionally, insert any provisions for liquidated damages relating to failure to complete on time, or for bonus payments for early completion. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. There is little or no legal precedent to support the proposition of linking a bonus with a penalty. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform subcontractors about the amount of liquidated damages will help determine the placement of such language.

If provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney. Such a provision may be based on the following sample language:

“The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Dollars ($ ).”

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions.

ARTICLE 4—CONTRACT SUM

PARAGRAPh 4.1 Enter the Contract Sum payable to the Contractor.

PARAGRAPh 4.2 Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101-1997, attach a schedule showing the amount of each alternate and the date it expires.

PARAGRAPh 4.3 Enter any unit prices, cash allowances or cash contingency allowances.

If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

“The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.”

Specific allowances for overhead and profit on Change Orders may be included under this paragraph to forestall disputes over future Change Order costs.

ARTICLE 5—PAYMENTS

SUBPARAGRAPh 5.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

SUBPARAGRAPh 5.1.3 Insert the time schedule for presenting Applications for Payment, and indicate due dates for making progress payments.

The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect’s evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make Payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application.

Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201-1997.

CLAUSE 5.1.6.1 Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment.

The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

CLAUSE 5.1.6.2 Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site.

Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Paragraph 7.6. Provisions regarding transportation to the site and insurance protecting the Owner’s interests should be included.

SUBPARAGRAPh 5.1.8 Describe any arrangements to reduce or limit retainages indicated in Clauses 5.1.6.1 and 5.1.6.2, if not explained elsewhere in the Contract Documents.

A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety’s consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A is recommended.
SUBPARAGRAPH 5.2.2  Insert the date by which Owner shall make final payment, if it differs from the one stated.

When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor’s certification required by Article 9 of A201-1997 and must determine that, to the best of the Architect’s knowledge and belief and according to the Architect’s final inspection, the requirements of the Contract have been fulfilled.

ARTICLE 7—MISCELLANEOUS PROVISIONS

PARAGRAPH 7.2  Enter any agreed-upon interest rate for overdue payments.

PARAGRAPH 7.3  Identify the Owner’s representative and indicate how that person may be contacted.

PARAGRAPH 7.4  Identify the Contractor’s representative and indicate how that person may be contacted.

PARAGRAPH 7.6  Insert other provisions here.

ARTICLE 8—ENUMERATION OF CONTRACT DOCUMENTS

A detailed enumeration of all Contract Documents must be made in this article.

EXECUTION OF THE AGREEMENT.

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.
AIA DOCUMENT A101-1997

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

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

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

and the Contractor:
(Name, address and other information)

The Project is:
(Name and location)

The Architect is:
(Name, address and other information)

The Owner and Contractor agree as follows.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic’s liens and other security interests, the Owner’s time requirement shall be as follows:

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 
   days from the date of commencement, or as follows:
   (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

   , subject to adjustments of this Contract Time as provided in the Contract Documents.
   (Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)
ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Dollars ($  ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, 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 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 shall be made by the Owner not later than days after the Architect receives the Application for Payment.

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

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

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (\( \% \)). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (\( \% \));
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

5.2 FINAL PAYMENT

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

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, 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.
5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner’s and Contractor’s principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner’s representative is:

(Name, address and other information)

7.4 The Contractor’s representative is:

(Name, address and other information)

7.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ written notice to the other party.

7.6 Other provisions:
ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:


8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

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<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

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

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<th>Section</th>
<th>Title</th>
<th>Pages</th>
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8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

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

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<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
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8.1.6 The Addenda, if any, are as follows:

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<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
(Signature)

CONTRACTOR
(Signature)

(Printed name and title) (Printed name and title)

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