

# DRAFT AIA® Document A101™ - 2007

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

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

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

[Redacted area for Owner information]

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

[Redacted area for Contractor information]

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

[Redacted area for Project description]

The Engineer:  
(Name, address and other information)

[Redacted area for Engineer information]

Note: All references to the "Architect" in the Contract Documents shall be deemed to refer to the engineer listed above.

The Lender:

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. ***If pre-construction services were performed prior to execution of the Contract add the following*** [Notwithstanding the fact that this Agreement is executed as of the date first set forth above, the parties recognize that a portion of the Work required hereunder may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Agreement and shall be deemed to be a part of the Work hereunder. Contractor shall not be entitled to any compensation for such prior activities and Work except as expressly provided herein. Without limiting the foregoing, all of Contractor's liabilities and obligations to Owner hereunder shall apply to all Work provided by Contractor prior hereto, notwithstanding the fact that such Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise.]

2.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor's best skill, efforts 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. Contractor shall at all times provide an adequate work force of competent, suitably qualified and trained personnel to survey and lay out the Work and to cause such work force to prosecute the Work to completion in conformance with the best trade practices, free from defects and in accordance with the requirements of the 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.

**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.)*

**||Note: Work cannot commence until all loans are recorded||**

If, prior to the commencement of the Work, the Owner requires time to file mortgages 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** Contractor will perform the Work in accordance with the "Construction Schedule" attached hereto as Exhibit "B" and incorporated herein. The Construction Schedule sets forth the commencement date, the date of Substantial Completion ("Substantial Completion Date"), the completion date and the starting and completion dates of various stages of the Work. Normal holidays and weather conditions have been accounted for within the Construction Schedule. Except as provided in Paragraph 8.3 of the General Conditions, the Construction Schedule may not be changed. Prior to submitting each Application for Payment, Contractor will update the Construction Schedule indicating actual progress of, a percentage of completion, and a dollar amount applied to date for each activity listed on the Construction Schedule. Owner will review the updated Construction Schedule and, after its approval, such updated Construction Schedule will be used as the basis for Applications for Payment.

*(If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**||See Section 8.3.6 of the General Conditions||**

**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 [redacted] (\$ [redacted] ), 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 the bidding or proposal documents permit the Owner to accept other alternates 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:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit
[redacted]	[redacted]	[redacted]

**§ 4.4** Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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§ 4.5 Contractor shall be solely responsible for any costs in excess of the Contract Sum, as modified by Change Order. The Contract Sum shall cover all costs necessary to perform the Work in accordance with the Contract Documents, including without limitation, labor costs, employee benefits, wages, salaries, costs of materials, supplies and equipment, amounts paid or due Subcontractors, costs of temporary facilities, rental charges, costs of permits or licenses, construction and sales taxes, costs of insurance and bonds, profit, overhead, general conditions and costs of removal of debris and clean up of the Project area.

§ 4.6 For Changes in the Work, the allowance for the combined overhead and profit of Contractor and all applicable Subcontractors included in the total cost to the Owner shall be \_\_\_\_\_ (percent) (\_\_\_\_%). Overhead shall include, without limitation, costs of engineering, shop drawing and change order review, labor of managers, superintendents, technical engineers, timekeepers, clerks and other office personnel, small tools and home office expenses.

§ 4.7 DISCOUNTS, REBATES AND REFUNDS. Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (i) before making the payment, the Contractor included it in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; provided, however Contractor will deliver notice of potential discounts, rebates or refunds at least 10 days in advance to allow Owner to fund such amounts. 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. Amounts that accrue to Owner in accordance with this Section shall be credited to Owner as a deduction from the Contract Sum.

§ 4.8 ACCOUNTING RECORDS. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract Documents. The accounting and control systems shall be satisfactory to the Owner. Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner and Architect by the Contractor on AIA Form G702 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 Owner not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the \_\_\_\_\_ day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ (\_\_\_\_) days after the Owner receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of █ ( █ ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Subject to Section 9.3.2 of AIA Document A201-2007, 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 █ ( █ );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

- .1 Retainages withheld shall be fully paid to the Contractor with the final payment, but may, at Owner's sole discretion, be reduced upon Substantial Completion (as defined in Section 9.8 of the General Conditions) to an amount equal to 150% of the value of uncompleted work (including punch list work) and unsettled claims at the time of Substantial Completion, as reasonably estimated by the Owner and the Architect. Thereafter, but not earlier than 30 days subsequent to the prior application for payment, Contractor may make additional monthly Applications for Payment until it is feasible to make its final Application for Payment.
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows: N/A

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 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** When Contractor (i) has completed all of the Work, including corrections of all defective or nonconforming Work, and (ii) has delivered to Owner all certificates, approvals, maintenance and operating instructions, schedules, guaranties, bonds, certificates of inspection and other documents required by the Contract Documents as set forth in the General Conditions, Contractor shall request final payment from Owner by submitting to Owner and the Architect an Application for Payment. The final Application for Payment shall be accompanied by the releases and waivers and other affidavits, certificates, information, data and schedules required by the General Conditions. If any person or party fails to furnish such a release and waiver, Contractor shall furnish a bond or other collateral satisfactory to Owner to protect Owner against the claims, liens and other rights of such party. Before the final Application for Payment is made by Contractor, all items of the Work shall be complete, ready to operate and in a clean condition.

**§ 5.2.2** The Owner's final payment to the Contractor, constituting the entire unpaid balance of the Contract Sum, shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER [Intentionally Omitted]**

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)*

- Arbitration pursuant to Addendum "A"
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** 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.)*

J.P. Morgan Chase N.A.'s Prime Rate

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

[Redacted]

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

[Redacted]

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

**§ 8.6 ASSIGNMENT.** No assignment of this Agreement will be made by Contractor without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. In addition to constituting a default under this Agreement, any assignment or attempted assignment made in violation of this Section will be null and void and the assignee will acquire no rights thereunder. If Owner does consent in writing to an assignment of this Agreement, the assignee will be bound to the terms of this Agreement. If any assignment is

made in breach of this Agreement, Contractor will be liable to Owner for all damages resulting therefrom. Notwithstanding anything to the contrary contained herein, Owner may assign this Agreement without the consent of Contractor. In connection with the sale or financing of the Project, Contractor shall execute and deliver, and (if appropriate) acknowledge, any and all documents and instruments reasonably required by Owner or any purchaser or lender, including but not limited to, reasonable modifications to this Agreement, consents, estoppel certificates, and subordinating any rights, interests and claims under this Agreement, at law or otherwise, to the liens, benefits, rights and privileges of any lender. Contractor subordinates all of its lien rights that it may have or acquire under this Agreement or otherwise as to the Work or the Project to the lien and security interest securing payment of sums now or hereafter borrowed by Owner from any lender. Contractor shall execute such additional documents as may be requested from time to time by the Owner or any lender to evidence the provisions hereof.

**§ 8.7 ATTORNEYS' FEES.** If any party brings an action in connection with the performance, breach or interpretation of the Contract Documents or in the event of the arbitration of any claim, dispute or other matter arising out of or relating to the Contract Documents, the prevailing party in such action or arbitration proceeding shall be entitled to recover from the non-prevailing party its reasonable costs and expenses of such litigation or arbitration proceeding, including attorneys' fees, court costs, costs of investigation and other costs reasonably related to such litigation or arbitration proceeding.

**§ 8.8 ENTIRE AGREEMENT.** The terms of the Contract Documents are intended by the parties to be a final expression of their understanding with respect to such terms as are included in the Contract Documents and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings. Additionally, the parties hereby expressly agree that no such statements, representations, agreements or understandings exist. The parties further intend that the Contract Documents constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the Contract Documents. No addition to, deletion from or modification of any term or provision of the Contract Documents shall be effective unless it is made in a writing signed by the parties hereto.

**§ 8.9 WAIVER.** No consent or waiver, express or implied, by either party to this Agreement relating to any breach or default by the other in the performance of any obligation hereunder will be deemed or construed to be a consent to or waiver of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues will not constitute a waiver of the rights of such party.

**§ 8.10 TIME.** Time is of the essence of this Agreement and each provision contained herein.

**§ 8.11 WORDS AND HEADINGS.** Words used herein will include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. The section headings used herein are for convenience only and will have no affect upon the construction or interpretation of any part of this document.

**§ 8.12 BONDS.** Owner will have the right to require Contractor to provide a performance bond or completion bond as a condition precedent to payment.

**§ 8.13 INDEPENDENT CONTRACTOR.** Contractor will be an independent contractor with respect to the Work, and neither Contractor nor anyone employed by Contractor will be deemed for any purpose to be the agent, employee, servant or representative of Owner in the performance of the Work.

**§ 8.14 SEVERABILITY.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void, against public policy or otherwise unenforceable for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

**§ 8.15 REPRESENTATIONS AND WARRANTIES.** The Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents ) as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

.1 the Contractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work, perform all obligations hereunder and comply with all Laws (as defined in the General Conditions);

.2 the Contract contains a Contract Sum sufficient to allow the Contractor to comply with all Laws;

.3 the Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.4 the Contractor is authorized to do business in the State of Arizona and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project;

.5 the Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;

.6 the Contractor's duly authorized representative has visited the Project site and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents;

.7 the Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular Project and will perform the Work with the care, skill and diligence of such a contractor;

.8 the Project as designed in the Contract Documents; (a) is capable of being constructed as contemplated thereby and (b) shall be constructed in conformity with all Laws, the Contract Documents and generally accepted industry standards, practices and principles in effect at the time of performance; and

.9 As of the date of issuance of a Certificate of Substantial Completion for the Work, that the Project as constructed:

(a) meets and complies in all material respects with all applicable Laws;

(b) contains no Hazardous Substances which are not permitted by governmental regulations;

(c) fully meets all requirements of the Contract Documents; and

(d) all materials, articles and equipment furnished by the General Contractor under this Contract, will be free of deficiencies and defects for the period set forth in Section 3.5 of the General Conditions or as otherwise specified in the Contract Documents.

**§ 8.16 COUNTERPARTS.** For the convenience of the parties to the Contract Documents, this Agreement may be executed in several original counterparts, each of which shall together constitute but one and the same Agreement.

**§ 8.17 NEUTRAL INTERPRETATION.** This Agreement is deemed to be jointly prepared by all the parties hereto and shall not be construed against any particular party. Rather, this Agreement shall be construed as if it were jointly prepared by all the parties.

**§ 8.18 EXHIBITS AND ADDENDA.** All exhibits, riders or addenda attached hereto are incorporated herein by reference. In the event of a conflict between the provisions of any exhibit, rider or addendum and the terms and provisions of this Agreement or the General Conditions, the terms and provisions of this Agreement and the General Conditions shall prevail.

**§ 8.19 LENDER.** The Contractor acknowledges that the Owner may be financing the Work with a loan from a lender ("Lender"). In order to perform under the Contract Documents, the Owner may be required to comply

with certain terms and conditions embodied in the Lender's construction loan agreement. The Contractor agrees to use its best efforts to comply with the requirements of the Lender that bear upon the performance of the Work. The Contractor shall also:

1. Make the site of the Work available at reasonable times for inspection by the Lender or the Lender's representatives;
2. Consent to and execute all documents reasonably requested by the Owner in connection with the assignment of this Agreement and the Drawings and Specifications to the Lender for collateral purposes. Such assignment shall provide that the Contractor agrees that notwithstanding a default by the Owner under the provisions of this Agreement that would give the Contractor the right to terminate this Agreement, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of the Lender if the Lender shall agree to pay the Contractor all amounts due and owing the Contractor under the Agreement and shall agree in writing to perform all obligations of the Owner hereunder accruing from and after the date of such default by the Owner; and
3. Promptly furnish the Owner with information, documents, and materials that the Owner may reasonably request from time to time in order to comply with the requirements of the Lender.

**§ 8.20 EXCULPATION.** Contractor agrees to look solely to the assets of Owner in the Project for the enforcement of any claims against Owner, and Contractor further agrees that none of the officers, directors, employees, partners, members, managers or shareholders of Owner assume any personal liability for any of the obligations under the Contract Documents entered into on behalf of Owner, and the obligations hereunder are not binding upon, nor shall resort be had to the private property of any of the foregoing.

**§ 8.22 OFAC COMPLIANCE.** Contractor represents and warrants that it is not a country, territory, person, organization or entity named on any list compiled by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), nor is Contractor a prohibited country, territory, person, organization or entity under any economic sanctions program administered or maintained by OFAC.

**§ 8.23 PROMPT PAYMENT.** Contractor shall strictly comply with the Contractor's obligations under the Arizona Prompt Payment Act (A.R.S. § 32-1129.02). Contractor hereby covenants to comply with the Arizona Prompt Payment Act with respect to its payments to the subcontractors and suppliers of Contractor.

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

**§ 9.1.2** The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction. All references to AIA Document A201–2007 shall include all amendments made to such document by Owner and Contractor

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>

**§ 9.1.4** The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: See Exhibit "A" – Contract Documents

**§ 9.1.5** The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: See Exhibit "A" – Contract Documents

§ 9.1.6 The Addenda, if any:

**Number**

Addendum "A" – Dispute Resolution Provisions  
Addendum "B" – Insurance Provisions

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:  
  -
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 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.)*

Exhibit "A" – Contract Documents  
Exhibit "B" – Construction Schedule  
[Exhibit "C" – Project Team]  
[Exhibit "D" – Schedule of Values] ||Add others as necessary||

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
■	■

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

**Registrar of Contractors:**

**The Owner has a right to file a written complaint with the Arizona Registrar of Contractors, Telephone: (602) 542-1525, [www.azroc.gov](http://www.azroc.gov), for an alleged violation of A.R.S. § 32-1154, subsection A. Any complaint with the Registrar of Contractors must be made within the applicable time period set forth in A.R.S. § 32-1155, subsection A.**

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

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