



AIA® Document A101® – 2017

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

AGREEMENT made as of the 21st day of June in the year 2022
(In words, indicate day, month and year.)

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

County of Jackson
401 Grindstaff Cove Rd
Sylva, NC 28779

and the Contractor:
New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

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

Jackson County Aquatics Center
88 Cullowhee Mountain Road
Cullowhee, NC 28723

The Architect:
(Name, legal status, address and other information)

Clark Nexsen
301 College Street, Suite 300
Asheville, NC 28801

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, 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

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.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Init.

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[X] Not later than Five Hundred Forty (540) calendar days from the date of commencement of the Work.

[] By the following date:

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

Portion of Work	Substantial Completion Date
NOT APPLICABLE	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty One Million One Hundred Seventy Four Thousand Dollars and Zero Cents (\$ 21,174,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Alternate A-1 South Parking lot	\$102,000
Alternate A-2 Score Board upgrade	\$45,000
Alternate A-3 Pool Tile at Deck	\$134,000
Alternate A-4 Landscape walls	\$58,000
Alternate A-5 Fire Lane Paving	\$63,000
Alternate A-6 Owner preferred hardware	\$0.00
Alternate M-1 Owner preferred controls by Automated logic	\$0.00
Alternate E-1- Solar PV System	\$115,000

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

Item	Price	Conditions for Acceptance
NOT APPLICABLE		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Allowance #1 -140 cyds rock-trench	\$7,000
Allowance #2- 500 cyds rock -mass	\$30,000
Allowance #3-1000 cyds unsuitable excavation	\$29,000
Allowance #4- 1500 cyds unsuitable/rock replacement	\$37,500
Allowance #5-\$550 per 1000 bricks	
Allowance #6- Dewatering	\$10,000

§ 4.4 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.)

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Item	Units and Limitations	Price per Unit (\$0.00)
No.1 - Rock Excavation (Trench)	Cubic Yards	\$50
No.2 - Rock Excavation (Mass)	Cubic Yards	\$60
No.3 – Unsuitable soils excavation	Cubic Yards	\$29
No.4 – Replacement of rock excav. or unsuitable soils	Cubic Yards	\$25
No.5 -3'-0x 6'-8" door	Each	\$3,000
No.6 -Exit Sign	Each	\$750
No. 7-Fire Alarm Device	Each	\$1,800
No. 8- Fire Alarm Pull Station	Each	\$1,800
No. 9-Smoke Detector	Each	\$1,500
No. 10 120v. receptacle	Each	\$600

§ 4.5 Liquidated damages, if any:

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

Liquidated Damages related to the failure to achieve Substantial Completion on-time will be charged at Five Hundred Dollars and Zero Cents (\$500.00) per calendar day.

§ 4.6 Other:

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

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 last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

§ 5.1.4 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
- .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect 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; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(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.)

Per NCGS 143-134.1 On all contracts in which the total project costs are equal to or greater than \$100,000 5% up to 50% completion of the project.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not applicable

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable

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

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

The Owner may elect to retain up to two-and-a-half times the value of the remaining work to secure completion or correction of that work

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 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 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Init.

Don Adams, County Manager
401 Grindstaff Cove Rd
Suite A207
Sylva, NC 28779

§ 8.3 The Contractor's representative:

Frank Harris, Project Director
New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

§ 8.6 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.)

Not applicable

§ 8.7 Other provisions:

Not applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings – Refer to attached Exhibit A

Number	Title	Date
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- .6 Specifications – Refer to attached Specifications Manual

Section	Title	Date	Pages
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- .7 Addenda, if any:

Init.

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 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[X] Form of Proposal, MBE Affidavits

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

(Row deleted)

- See attached Signature Page-

- See attached Signature Page-

PROPERTY OWNER (Signature)

CONTRACTOR (Signature)

County of Jackson

New Atlantic Contracting, Inc.

Ricky Adkins, President

(Printed name)

(Printed name and title)

OWNER (Signature)

County of Jackson

(Printed name)

Signatures Page

(Paragraphs deleted)



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Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:56:07 ET on 06/15/2022.

PAGE 1

AGREEMENT made as of the 21st day of June in the year 2022

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County of Jackson
401 Grindstaff Cove Rd
Sylva, NC 28779

...

~~(Name, legal status, address and other information)~~ New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

...

Jackson County Aquatics Center
88 Cullowhee Mountain Road
Cullowhee, NC 28723

...

Clark Nexsen
301 College Street, Suite 300
Asheville, NC 28801

PAGE 2

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

PAGE 3

Not later than Five Hundred Forty (540) calendar days from the date of commencement of the Work.

...

NOT APPLICABLE

...

§ 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 Twenty One Million One Hundred Seventy Four Thousand Dollars and Zero Cents (\$ 21,174,000.00), subject to additions and deductions as provided in the Contract Documents.

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User Notes:

(2004242497)

<u>Alternate A-1 South Parking lot</u>	<u>\$102,000</u>
<u>Alternate A-2 Score Board upgrade</u>	<u>\$45,000</u>
<u>Alternate A-3 Pool Tile at Deck</u>	<u>\$134,000</u>
<u>Alternate A-4 Landscape walls</u>	<u>\$58,000</u>
<u>Alternate A-5 Fire Lane Paving</u>	<u>\$63,000</u>
<u>Alternate A-6 Owner preferred hardware</u>	<u>\$0.00</u>
<u>Alternate M-1 Owner preferred controls by Automated logic</u>	<u>\$0.00</u>
<u>Alternate E-1- Solar PV System</u>	<u>\$115,000</u>

NOT APPLICABLE

<u>Allowance #1 -140 cyds rock-trench</u>	<u>\$7,000</u>
<u>Allowance #2- 500 cyds rock -mass</u>	<u>\$30,000</u>
<u>Allowance #3-1000 cyds unsuitable excavation</u>	<u>\$29,000</u>
<u>Allowance #4- 1500 cyds unsuitable/rock replacement</u>	<u>\$37,500</u>
<u>Allowance #5-\$550 per 1000 bricks</u>	
<u>Allowance #6- Dewatering</u>	<u>\$10,000</u>

PAGE 4

<u>No.1 - Rock Excavation (Trench)</u>	<u>Cubic Yards</u>	<u>\$50</u>
<u>No.2 - Rock Excavation (Mass)</u>	<u>Cubic Yards</u>	<u>\$60</u>
<u>No.3 – Unsuitable soils excavation</u>	<u>Cubic Yards</u>	<u>\$29</u>
<u>No.4 – Replacement of rock excav. or unsuitable soils</u>	<u>Cubic Yards</u>	<u>\$25</u>
<u>No.5 -3'-0x 6'-8" door</u>	<u>Each</u>	<u>\$3,000</u>
<u>No.6 -Exit Sign</u>	<u>Each</u>	<u>\$750</u>
<u>No. 7-Fire Alarm Device</u>	<u>Each</u>	<u>\$1,800</u>
<u>No. 8- Fire Alarm Pull Station</u>	<u>Each</u>	<u>\$1,800</u>
<u>No. 9-Smoke Detector</u>	<u>Each</u>	<u>\$1,500</u>
<u>No. 10 120v. receptacle</u>	<u>Each</u>	<u>\$600</u>

Liquidated Damages related to the failure to achieve Substantial Completion on-time will be charged at Five Hundred Dollars and Zero Cents (\$500.00) per calendar day.

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

PAGE 5

Per NCGS 143-134.1 On all contracts in which the total project costs are equal to or greater than \$100,000 5% up to 50% completion of the project.

Not applicable

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Not applicable

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The Owner may elect to retain up to two-and-a-half times the value of the remaining work to secure completion or correction of that work

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Litigation in a court of competent jurisdiction

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Not applicable

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Don Adams, County Manager
401 Grindstaff Cove Rd
Suite A207
Sylva, NC 28779

...

~~(Name, address, email address, and other information)~~ Frank Harris, Project Director
New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

...

Not applicable

...

Not applicable

...

.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.5 Drawings – Refer to attached Exhibit A

...

.6 — Specifications – Refer to attached Specifications Manual

[~~J~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:**X**]Form of Proposal, MBE Affidavits

(Insert the date of the E204-2017 incorporated into this Agreement.)

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

The Sustainability Plan:

Title	Date	Pages
...		

PROPERTY OWNER (Signature)

County of Jackson

(Printed name)

CONTRACTOR (Signature)

New Atlantic Contracting, Inc.
Ricky Adkins, President

(Printed name and title)

OWNER (Signature)

County of Jackson

(Printed name)

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)

CONTRACTOR (Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chadwick Roberson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:56:07 ET on 06/15/2022 under Order No. 2114274058 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)