



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 TWO THOUSAND FOURTEEN

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Fort Sam Houston Independent School District
4005 Winans Road
San Antonio, Texas 78234
Phone: 210-368-8701
Fax: 210-368-8741

and the Contractor:

(Name, legal status, address and other information)

Phone: _____

Fax: _____

for the following Project:

(Name, location and detailed description)

RENOVATION AND ADDITION TO FT. SAM HOUSTON ELEMENTARY SCHOOL – APPROXIMATELY 6,790 SQUARE FEET OF RENOVATION AREA AND 19,559 SQUARE FEET OF BUILDING ADDITION. Work includes renovation of existing administrative areas, cafeteria (not Kitchen area); Addition to the elementary school to include classrooms, support offices and expansion of the stage area at the cafeteria; Additional work will include fire sprinkler, mass notification, HVAC, security, new windows, asbestos abatement. New window installation will require adherence to Federal government design standards of Anti-Terrorism Force Protection guidelines.

RENOVATION OF FORMER CAFETERIA SPACE AT COLE HIGH SCHOOL INTO CLASSROOMS – APPROXIMATELY 8,418 SQUARE FEET. Former cafeteria space at Cole High School will be renovated to add two classrooms, Art Room, Life Skills Area and renovation of existing Medical Clinic.

The Architect:

(Name, legal status, address and other information)

SHW Group, L.L.P.
1344 South Flores, Suite 201
San Antonio, Texas 78204
Phone: 210-223-9588
Fax: 210-223-9589

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.

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.

Init.

The Owner and Contractor agree as follows.



Init.

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TABLE OF ARTICLES

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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

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 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.)

(Paragraphs deleted) Date of Commencement shall be fixed in a Notice to Proceed issued by the Owner.

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

§ 3.3 Unless otherwise agreed in writing, the Contractor shall achieve Substantial Completion of the entire Work

(Paragraphs deleted)

(all Projects) not later than _____,

Portion of Work	<u>Substantial Completion Date</u>
Renovation and addition to Fort Sam Houston Elementary School	December 16, 2014
Renovation of Cole High School	August 1, 2014
Renovation of Athletic Stadium/Playing Field/Track	_____

subject to adjustments of this Contract Time as provided in the Contract Documents.
 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work:
 _____ DOLLARS (\$_____).

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 _____ AND _____ DOLLARS (\$_____), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is based upon the following:

Base Bid: _____
 Alternate #1: Removal and Replacement of Existing Windows _____
 TOTAL: _____

§ 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.)

Alternate #1 Removal and Replacement of Existing Windows: \$_____ All alternates in Request For Proposal are rejected at this time, subject to addition as change orders, as revised budget permits.

§ 4.3 Unit prices, if any: None
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

§ 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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Use of Owner's Contingency Allowance. Use of the Owner's Contingency shall be subject to prior approval by the Owner and shall not be for the Contractor's exclusive use. When Change Orders are indicated to be paid from a contingency allowance, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the Contingency Allowance.

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.

§ 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 certified amount 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 shall be made by the Owner not later than forty-five (45) 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, 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 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 five percent (5%). 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 as amended by Owner;
- .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 five percent (5%);
- .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 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 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201–2007 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 Section 9.10.3 of AIA Document A201–2007.

§ 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 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.)

None

§ 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 Section 12.2.2 of AIA Document A201–2007, 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 thirty-one (31) days after the issuance of the Architect's final Certificate for Payment.

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this 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.)

Architect will serve as Initial Decision Maker

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 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 Section 15.4 of AIA Document A201–2007
- 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 as provided by the Prompt Pay Act, Texas Government Code Chapter 2251.
(Insert rate of interest agreed upon, if any.)

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

Ms. Julie Novak, Chief Financial Officer
Fort Sam Independent School District
4005 Winans Road
San Antonio, Texas 78234
Phone: 210-368-8701
Fax: 210-368-8741

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

Phone: _____
Fax: _____

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 8.6 Other provisions: NONE

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, as amended by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by the Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract: As included in Project Manual, except as they may conflict with the General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner.

(Table deleted)

§ 9.1.4 The Drawings and Specifications:

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

List of Drawings and Specifications attached as Exhibit A.

(Table deleted)

§ 9.1.5

(Paragraphs deleted)

[Intentionally Deleted.]

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number

Date

Pages

1

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 [Subsection Deleted.]

.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.)

AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner

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 as amended by Owner.

Init.

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

FORT SAM HOUSTON INDEPENDENT SCHOOL DISTRICT

OWNER *(Signature)*

Dr. Gail Siller, Superintendent of Schools
(Printed name and title)

(Paragraphs deleted)

CONTRACTOR *(Signature)*

(Printed name and title)



Init.

Additions and Deletions Report for **AIA® Document A101™ – 2007**

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 08:59:31 on 06/26/2014.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND FOURTEEN

...

Fort Sam Houston Independent School District
4005 Winans Road
San Antonio, Texas 78234
Phone: 210-368-8701
Fax: 210-368-8741

...

Phone: _____
Fax: _____

...

RENOVATION AND ADDITION TO FT. SAM HOUSTON ELEMENTARY SCHOOL – APPROXIMATELY 6,790 SQUARE FEET OF RENOVATION AREA AND 19,559 SQUARE FEET OF BUILDING ADDITION. Work includes renovation of existing administrative areas, cafeteria (not Kitchen area); Addition to the elementary school to include classrooms, support offices and expansion of the stage area at the cafeteria; Additional work will include fire sprinkler, mass notification, HVAC, security, new windows, asbestos abatement. New window installation will require adherence to Federal government design standards of Anti-Terrorism Force Protection guidelines.

RENOVATION OF FORMER CAFETERIA SPACE AT COLE HIGH SCHOOL INTO CLASSROOMS – APPROXIMATELY 8,418 SQUARE FEET. Former cafeteria space at Cole High School will be renovated to add two classrooms, Art Room, Life Skills Area and renovation of existing Medical Clinic.

...

SHW Group, L.L.P.
1344 South Flores, Suite 201
San Antonio, Texas 78204
Phone: 210-223-9588
Fax: 210-223-9589

PAGE 3

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:

Date of Commencement shall be fixed in a Notice to Proceed issued by the Owner.

...

§ 3.3 ~~The~~ Unless otherwise agreed in writing, 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. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

(all Projects) not later than _____.

...

<u>Renovation and addition to Fort Sam Houston Elementary School</u>	<u>December 16, 2014</u>
<u>Renovation of Cole High School</u>	<u>August 1, 2014</u>
<u>Renovation of Athletic Stadium/Playing Field/Track</u>	_____

subject to adjustments of this Contract Time as provided in the Contract Documents.

(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.)

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work:

_____ DOLLARS (\$ _____).

PAGE 4

§ 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 (\$ _____), AND DOLLARS (\$ _____), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is based upon the following:

Base Bid: _____
Alternate #1: Removal and Replacement of Existing Windows _____
TOTAL: _____

...

Alternate #1 Removal and Replacement of Existing Windows: \$ _____ All alternates in Request For Proposal are rejected at this time, subject to addition as change orders, as revised budget permits.

§ 4.3 Unit prices, if any: None

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price Per Unit (\$0.00)</u>
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...

Use of Owner's Contingency Allowance. Use of the Owner's Contingency shall be subject to prior approval by the Owner and shall not be for the Contractor's exclusive use. When Change Orders are indicated to be paid from a contingency allowance, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the Contingency Allowance.

...

§ 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:

month.

§ 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 certified amount 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 shall be made by the Owner not later than ~~(—)~~ forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

- .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 (—%)~~ five percent (5%). 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~~ Construction as amended by Owner;
- .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 (—%)~~ five percent (5%);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~the full amount~~ ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

None

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ thirty-one (31) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment.

PAGE 6

Architect will serve as Initial Decision Maker

...

Litigation in a court of competent jurisdiction

...

§ 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, as provided by the Prompt Pay Act, Texas Government Code Chapter 2251.~~
(Insert rate of interest agreed upon, if any.)

—%

...

Ms. Julie Novak, Chief Financial Officer
Fort Sam Independent School District
4005 Winans Road
San Antonio, Texas 78234
Phone: 210-368-8701
Fax: 210-368-8741

...

Phone: _____
Fax: _____

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§ 8.6 Other provisions: NONE

PAGE 7

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor, as amended by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~Construction, as amended by the Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract: As included in Project Manual, except as they may conflict with the General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended by Owner.

Document	Title	Date	Pages
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§ 9.1.4 The Drawings and Specifications:

...

List of Drawings and Specifications attached as Exhibit A.

Section	Title	Date	Pages
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§ 9.1.5 ~~The Drawings:~~
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

[Intentionally Deleted.]

Number

Title

Date

...

1

...

.1 ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~
[Subsection Deleted.]

...

AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201-2007~~. A201-2007 as amended by Owner.
~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~ This Agreement entered into as of the day and year first written above.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

FORT SAM HOUSTON INDEPENDENT SCHOOL DISTRICT

OWNER *(Signature)*

CONTRACTOR *(Signature)*

Dr. Gail Siller, Superintendent of Schools
(Printed name and title)

(Printed name and title)

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Winifred H. Dominguez, 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 08:59:31 on 06/26/2014 under Order No. 0328281732_1 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™ – 2007, 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)