

ARTICLE 4
CONTRACT SUM

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The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

THIRTY THREE THOUSAND, NINE HUNDRED SEVENTY EIGHT DOLLARS (\$33,978.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Lump Sum Amount \$33,987.00

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted ~~to be made~~ by the Contractor ~~and Contractor's documents~~ ~~for the period~~, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the **30th** day of the month as follows:

Not later than **ten** days following the end of the period covered by the Application for Payment **Ninety Five** percent (95 %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **Ninety Five** percent (95 %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **One Hundred** percent (100%) of the Contract Sum, ~~less the aggregate of previous payments made by the Owner~~ ~~incorporated in the Work and equipment stored at the site as provided in the Contract Documents.~~

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Here insert any rate of interest agreed upon.)

Prime rate of interest published on the first of each month in the Wall Street Journal plus two percent (2%) per annum.

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. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.