

**ARTICLE 4  
PROGRESS PAYMENTS**

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- 4.1 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 in the Contract Documents for the period ending the Twenty Fifth day of the month as follows:

*(Here insert payment procedures and provision for retentions, if any.)*

Applications for payment shall be submitted to the Architect by the Contractor no later than the First of the following month, with payment to the Contractor by the Owner by the Tenth of the same month. Payment shall be made based upon ninety percent (90%) of the portion of the Contract sum properly allocable to labor/materials and equipment incorporated in the work.

- 4.2 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 plus one percent.**

*(Where laws and regulations make the Federal Truth in Lending Act, state and local consumer credit laws and other regulations of the Owner and Contractor a practical place of business for the location of the Project, and either party may elect the rate of this provision, specific legal advice should be obtained with respect to this item, and other regulations which may be applicable to matters.)*

**ARTICLE 5  
FINAL PAYMENT**

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 6  
ENUMERATION OF CONTRACT DOCUMENTS**

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, the Conditions of the Contract Manual, Supplementary and other Conditions, the Drawings, the Specifications, and any Addenda and accepted alternate drawings, page or sheet numbers or dates and descriptions applicable.)*

Drawings as prepared by Dalton Morgan Shook & Partners, Inc.  
Numbers A-1, A-2, and A-3, dated 7 August 1984.

Curb clarification as listed within a letter from Morris Construction Company to Kuester Development Corporation dated 2 October 1984.

AIA Document A107, dated 16 October 1984, as executed between Morris Construction Company and North Street Partnership.