

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between _____, whose address is _____, hereinafter referred to as "Owner", and _____, a _____ corporation, whose address is _____, hereinafter referred to as "Contractor".

In consideration of the mutual covenants set forth below, Contractor and Owner agree as follows:

1. DESCRIPTION OF AND TIME FOR WORK. Contractor shall perform in accordance with the contract plans and specifications, hereinafter called "contract documents", more particularly described in Exhibit "A", the following described work at _____ located in _____, more particularly described in Exhibit "B". Contractor shall construct _____ consisting of a _____ square feet.
2. OWNER'S REPRESENTATIVE. Owner's representative (if applicable) for this project is _____.
3. CONTRACT SUM OR AGREED PAYMENT TO CONTRACTOR. Owner agrees to pay Contractor for the described work the total sum of _____ (\$ _____) Dollars. Payment of this amount is subject to additions or deductions in accordance with Sections 15 and 16 hereof, and the other documents to which this contract is subject.
4. PROGRESS PAYMENTS.
 - (a) Contractor shall submit to architect a schedule of values on the _____ of each month.
 - (b) Architect will examine said forms and approve, if appropriate, said amounts by the 5th day of the following month and submit said approval, if appropriate, to Owner or to Owner's lending institution for payment to Contractor.
 - (c) Within five (5) days thereof, Owner or Owner's lending institution shall pay Contractor ninety (90%) percent of the amount approved by architect and retain ten (10%) percent as agreed retainage. The final progress payment will be made when a Certificate of Occupancy is issued by the appropriate governmental authority. Upon issuance of the Certificate of Occupancy, Owner may retain that portion of the contract sum computed as the lesser sum of the following: