

## CONSTRUCTION AGREEMENT

Owner: Rochester Institute of Technology  
120 Lomb Memorial Drive  
Rochester, NY 14623-5608

Contractor: \*2\*

Project Title  
RIT PROJECT NO. \*1\*

Architect: \*3\*

Date: \*4\* (see question #2 in the Advertisement section)

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and Other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work necessary to construct the Project in accordance with Contract Documents, for the \*5\*

## ARTICLE 3

### TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Contractor shall commence the Work within thirty (30) days, or such lesser time as the parties agree, after the date of this Agreement, or upon issuance of a Notice to Proceed.

3.2 The Contractor shall achieve Substantial Completion of the Work not later than \*6\*, subject to adjustments of this contract time as provided in the Contract Documents.

3.3 Reserved \*7\*

## ARTICLE 4

### CONTRACT SUM

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

## ARTICLE 5

### PROGRESS PAYMENTS

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. Each Application for Payment shall be based on the Schedule of Values submitted to the Owner and Architect and approved by the Owner. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Provided an Application for Payment is received by the Architect as provided in

the Contract Documents, the Owner shall make payments to the Contractor as follows:

Not later than twenty-eight (28) days following the end of the period covered by the Application for Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. At such time as Owner determines that the Project is 50% complete, the Owner may reduce further retention to zero for the remainder of the Work. All payments shall be less such amounts as the Owner in good faith believes not to be due to Contractor because of problems in performance of the Work, damages owing by Contractor to Owner or otherwise, a statement of which shall be provided by Owner to Contractor.

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 prime rate as described in the General Conditions.

## ARTICLE 6

### FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum less liquidated damages, if any, then owing by Contractor to Owner, shall be paid by the Owner to the Contractor after the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows in descending order of precedence.

- .1 This Owner-Contractor Agreement
- .2 Addenda issued prior to the execution of this agreement
- .3 Supplementary General Conditions (including all Enclosures, Appendices, and Exhibits)
- .4 General Conditions
- .5 Supplementary Conditions to Instructions to Bidders
- .6 Instructions to Bidders
- .7 Specifications
- .8 Drawings
- .9 Form of Bid

NOTE: The Project is tax exempt and not subject to application of Monroe County or New York State Sales

Owner \_\_\_\_\_  
Contractor \_\_\_\_\_

Tax.

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

**OWNER**

ROCHESTER INSTITUTE OF TECHNOLOGY

By: \_\_\_\_\_  
Signature

Gary Prokop, Procurement Analyst, Construction and Utilities

**CONTRACTOR**

\_\_\_\_\_  
Print Legal Name

By: \_\_\_\_\_  
Signature

Print Name and Title