

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and between Cameron Construction Company, Inc. a Corporation organized and existing under the laws of the State of Arkansas hereinafter called the “Contractor” and the City of Jonesboro, Arkansas, hereinafter call the “Owner”.

W I T N E S S E T H

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of the Turtle Creek Greenway Phase I – Pedestrian Bridge in strict accordance with the Contract Documents, including all Addenda thereto

<u>Addendum #1</u> _____	dated <u>July 11, 2008</u> _____
<u>Addendum #2</u> _____	dated <u>July 17, 2008</u> _____
_____	dated _____

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled “CHANGES IN THE WORK” under the GENERAL CONDITIONS. Based on the Bid and the agreed upon Change Order, the Contract Price for this project will be Three Hundred Seventy Thousand Eight Hundred Twenty Dollars and Five Cents (\$370,820.05).

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a “Work Order” or “Notice to Proceed” and to complete the work within One Hundred Fifty (150) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. This Agreement (Contract)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered and original on the day and year first above written.

ATTEST:

_____	<u>Cameron Construction Company, Inc.</u>
_____	(Contractor)
_____	By _____
_____	Title _____

	(Street)

	(City)
	<u>City of Jonesboro</u>
	(Owner)
_____	By _____
_____	_____

(Print the names underneath all signatures).