

**VII. CONTRACT**

THIS AGREEMENT made this 28<sup>th</sup> day of June, 2011, by and

between Belk Construction, 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 called the "Owner".

**WITNESSETH:**

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 Design/Build – Craighead Forest Park Pavilion Building #1 as described in the attached Specifications, in strict accordance with the Contract Documents, including all Addenda thereto

NA dated NA  
NA dated NA  
NA dated NA

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.

**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 sixty (60) 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) | f. General Conditions              |
| b. Addenda                   | g. Supplemental General Conditions |
| c. Advertisement for Bids    | h. Special Conditions              |
| d. Instructions to Bidders   | i. Drawings (Plans)                |
| e. Proposal                  | j. 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 an original on the day and year first above written.

ATTEST:

Denise Hester  
\_\_\_\_\_

Beek Construction, Inc  
(Contractor)

By Brody Bell  
Title Estimator

P.O. Box 127  
(Street)

Brookland AR 72417-0127  
(City)