

CONTRACT

This agreement made this 5th day of April 2004 by and between

Garry Meadows Construction Company, Inc.

P.O. Box 15301

Jonesboro, AR 72403

hereinafter called the Contractor, and The City of Jonesboro, hereinafter called the Owner,

SECTION 1.

The contractor agrees that he will furnish and provide all work, materials, labor, equipment and supplies necessary or required to fully complete, and will complete without any exceptions unless noted in this contract;

Bid

Item No.	Description	Unit	Est. Qty.	Unit Price	Total Price
1	Sidewalk around Building (5 Ft wide)	LF	700	9.25	6,475.00
2	6 Ft wide Sidewalk	LF	3500	11.10	38,850.00
3	Curb & Gutter	LF	3700	9.00	33,300.00
4	6" thick Parking Pad w/6"x6" WWF	SF	3000	2.45	7,350.00

in the construction of Bid No. 2003:51 – Allen Park Sidewalks and Curb & Gutter

for The City of Jonesboro, AR

hereinafter called the Owner, at Jonesboro, Arkansas

in accordance with the terms and provisions of the General and Special Conditions, plans, drawings and specifications and any addenda thereto relating to the performance of the specified work prepared by The City of Jonesboro, AR

SECTION 2.

If the contractor shall fulfill this contract to the satisfaction of the Owner and Engineer or Architect, the Owner agrees to pay the contractor for furnishing materials and performing the work as specified herein the sum of (\$ 85,975.00) Eighty Five Thousand Nine Hundred Seventy Five and 00/100 dollars, subject to additions and deductions for changes agreed upon. Partial payments will be made to the Subcontractor in an amount equal to 100 per cent of the value of work and materials incorporated in the work by the Subcontractor as estimated by the Architect or Engineer. Such partial payments will be paid to the contractor in accordance with monthly estimates.

Owner agrees to make final payment to contractor in an amount equal to the balance of the contract price due contractor, within thirty (30) days after completion of the entire work of the Project

SECTION 3.

Contractor also agrees:

- (a) To maintain Statutory Limits of Workmen's Compensation Insurance.
- (b) To maintain Liability Insurance in the amounts specified in Section GC.7 of the Specifications and to name The City of Jonesboro, AR as additional insured to your General Liability Policy. Maintain such other insurance in such amounts as may be required under this contract; and to provide Owner with certificates of insurance within ten (10) days after the signing of this agreement and to provide for thirty (30) days notice to Owner before cancellation.
- (c) To pay for when due all labor and materials used and required in completing this contract, and to hold Owner harmless from any claim, lien, judgment, court costs and expenses incurred on account of contractor's failure to comply with the terms of this contract.

SECTION 4.

The contractor agrees to indemnify and hold harmless the Owner from any and all claims, demands, actions and remedies of collection available under law, which may be imposed or attempted against Owner as a result of any actual or alleged liability of Contractor for payment of contributions, penalties, or interest due from contractor under the terms of the Employment Security Law of the State of Arkansas, State Withholding, U.S. Department of Labor, and IRS Withholding and Futa.

SECTION 5.

The contractor agrees to pay for all permits, licenses and official inspections made necessary by his work, and to comply with all laws, ordinances and regulations bearing on his work. The contractor shall warrant and guarantee the work and materials covered by this subcontract and agrees to make good, at his own expense, any defect in materials or workmanship that may occur.

SECTION 6.

For the purposes of this subcontract, the contractor agrees to indemnify and hold harmless, the Owner from any and all penalties, fines, claims, demands, actions and remedies of collection available under law, which may be imposed or attempted against the Owner as a result of any actual or alleged failure on the part of the contractor and/or his forces to comply with O.S.H.A.'s construction safety regulations.

SECTION 7.

In the event of any default on the part of the contractor hereunder, Owner shall have the right after two (2) days written notice to terminate this contract and to complete the work required hereunder and to charge the cost thereof to the contractor, crediting or debiting his account as the case may be when the work is fully completed and accepted, and such right of the Owner shall not affect the right of the Owner to recover damages for contractor's delay or non-performance of this contract.

Contractor shall not assign this contract nor subcontract any of the work hereunder without the written consent of the Owner.

The parties hereto have executed this contract by their authorized agents on the day and year written above.