

Attachment 1H
Contract and General Conditions

THIS AGREEMENT, made and entered into this 28th day of March, 2013, by and between Curtis' Construction & Concrete Staining Co., hereinafter called the "Contractor" and The City of Jonesboro hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated January 18, 2013 for work defined in Jonesboro, Arkansas, for the sum of \$101,703.00, this amount is base bid submitted (\$109,000.00) minus deductive alternate #1 (\$5,900.00) and minus the benches (\$1,397.00).
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within 60 calendar days thereafter.
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.

Not assign the contract without written consent from the Owner.
8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of Lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.
10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of One Hundred Dollars \$100.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. General Provisions:

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.
2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.
4. The contractor shall incorporate the foregoing requirements in all subcontracts.
5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.
6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written.**

(Seal)

Attest:

(City Clerk)

By

(Mayor)

By



(Contractor)