

THIS AGREEMENT made this 09 day of April_,
2012 by and between City of Jonesboro 515 West Washington Jonesboro, AR
hereinafter called the "Owner", and AQUA CONSTRUCTION INTERNATIONAL,
hereinafter called the "Contractor".

W I T N E S S E T H :

That the Owner and Contractor, for the consideration hereinafter named
agree as follows:

ARTICLE I. SCOPE OF WORK.

That the Contractor shall furnish all material and perform all the work for
Renovation of the existing pools, bathhouse located at the old YMCA @ 1421 Nettleton
Ave Jonesboro, AR , adding a concession area and renovation of the existing storage area
as shown on the drawings and

described in the Proposal dated 04-09-2012, within, which shall become a controlling
part of the contract agreement and the entitled drawing prepared by Herschel L. Powell &
Associates Consulting Engineers and Marvin Johnson Architect, all in accordance with
the terms of the

Contract Documents.

ARTICLE II. TIME OF COMPLETION.

The work shall be commenced and completed as follows: on or before
April 16, 2012 and substantial completion before July 04,2012

ARTICLE III. CONTRACT SUM.

The Owner shall pay the Contractor for the performance of the Contract
subject to the additions and deductions provided therein in current funds, the sum of
Five Hundred Seventeen Thousand Dollars (\$517,000.00)
Dollars.

ARTICLE IV. PROGRESS PAYMENTS.

The Owner shall make payments on account of the contract, upon
requisition by the Contractor, as follows: Bio-weekly draw request as per the completed
value as prescribed on the AIA Document G703 Continuation Sheet within and paid
within 14 days less 5% retainage.

ARTICLE V. ACCEPTANCE AND FINAL PAYMENT.

Final payment shall be due 30 days after substantial completion of the work, provided the Contract be then fully performed, subject to the provisions of Article XVI of the General Conditions.

ARTICLE VI. CONTRACT DOCUMENTS.

Contract Documents are noted in Article I of the General Conditions. The following is an enumeration of the drawings and specifications: Drawing provided by Herschel L. Powell & Associates and Marvin Johnson Architect, and Proposal dated 04-09-2012.

GENERAL CONDITIONS

ARTICLE I. CONTRACT DOCUMENTS.

The contract includes the AGREEMENT and its GENERAL CONDITIONS

the DRAWINGS, and the SPECIFICATIONS. Two or more copies of each, as required, shall be signed by both parties and one signed copy of each retained by each party.

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

ARTICLE II. SAMPLES.

The contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

ARTICLE III. MATERIALS, APPLIANCES, EMPLOYEES.

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work.

Unless otherwise specified, all materials shall be new, and both materials and workmanship shall be of good quality.

ARTICLE IV. ROYALTIES AND PATENTS.

The Contractor shall pay all royalties and license fees.

ARTICLE V. SURVEYS, PERMITS AND REGULATIONS.

The Owner shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the Owner if the drawings and specifications are at variance therewith.

ARTICLE VI. PROTECTION OF WORK, PROPERTY AND PERSONS.

The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

ARTICLE VII. ACCESS TO WORK.

The Contractor shall permit and facilitate observation of the work by the Owner and his agents and public authorities at all times.

ARTICLE VII. CHANGES TO THE WORK.

The Owner may order changes in the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

ARTICLE IX. CORRECTION OF WORK.

The contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work.

ARTICLE X. OWNER'S RIGHT TO TERMINATE THE CONTRACT.

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the Contract, the Owner, after twenty one days' written notice to the Contractor, and his surety if any may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or there-after due the contractor or, at his option, may terminate the contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE XI. CONTRACTORS RIGHT TO TERMINATE CONTRACT.

Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner for a period of seven (7) days, or should the Owner fail to pay the Contractor any payment within seven (7) days after it is due, then the Contractor upon seven (7) days written notice to the Owner, may stop work or terminate the contract and recover from the Owner payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE XII. PAYMENTS.

Payments shall be made as provided in the Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter as provided for in Article IX, and of all claims by the contractor except any previously made and still unsettled.

ARTICLE XIII. CONTRACTORS LIABILITY INSURANCE.

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified as part of this contract. Certificates of such insurance shall be filed with the Owner and Architect.

ARTICLE XIV. OWNER'S LIABILITY INSURANCE.

The Owner shall be responsible for and at his option may maintain such insurance as will protect him from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this contract, an any other liability for damages which the Contractor is required to insure under any provision of this contract.

ARTICLE XV. FIRE-INSURANCE WITH EXTENDED COVERAGE.

The Owner shall effect and maintain fire insurance with extended coverage upon the entire structure on which the work of this contract is to be done to one hundred percent of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms and equipment as are not owned or rented by the contractor, the cost of which is included in the cost of the work.

EXCLUSIONS:

The insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any cook shanties, bunk houses or other structures erected for housing the workmen. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for the insureds and contractors and subcontractors as their interests may appear, except in such cases as may require payment of all or a proportion of said insurance to be made to a mortgagee as his interests may appear.

Certificates of such insurance shall be filed with the Contractor if he so requires. If the Owner fails to affect or maintain insurance as above and so notifies the Contractor, the Contractor may insure his own interests and that of the subcontractors and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance or to so notify the Contractor, he may recover as stipulated in the contract for recovery of damages. If other special insurance not herein provided for is required by the Contractor, the Owner shall effect such insurance at the Contractor's expense by appropriate riders to his fire insurance policy. The Owner, Contractor, and all subcontractors waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided for under the terms of this article except such rights as they may have to the proceeds of insurance held by the Owner as Trustee.

The Owner shall be responsible for and at his option may insure against loss of use of his existing property, due to fire or otherwise, however caused. If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the contract for arbitration. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for changes in the

The Trustee shall have power to adjust and settle any loss with the insurers unless one of the Contractors interested shall object in writing within three working days of the occurrence of loss, and thereupon arbitrators shall be chosen as above. The Trustee shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

ARTICLE XVI. CLEANING UP.

The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work, he shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom clean.


ARTICLE XVII. DEFAULT.

Owner agrees to pay reasonable attorney fees and Court costs in the event that it becomes necessary for Contractor to collect any sums owing under this Contract.

ARTICLE XVIII. UNDERGROUND UTILITIES OR STRUCTURES.

Owner shall be responsible for any loss sustained by bad soils, hidden underground structures not of record and Contractor shall have no liability to Owner other than to contact the "Locator Service" to identify the location of underground utilities. Owner shall bear the responsibility to notify Contractor of the location of any septic tank, underground storage tank, or any other structure which may not be visible to Contractor

AQUA CONSTRUCTION INTERNATIONAL, CONTRACTOR
R.S Harris Pres

BY: 
Dated 4/27/12

CONTINUATION SHEET

AIA DOCUMENT G703

(Instruction on reverse side) PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amount are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Project No. #589

APPLICATION DATE: 04-09-2012

PERIOD TO: 04-09-2012

ARCHITECT'S PROJECT: YMCA Pool/Bathhouse Renovation
For City of Jonesboro

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		% (G/C)			
1	Mobilization	9,300							
2	Filters,pumps, bathhouse & storage room demo	34,000							
3	Pools plaster & tile demo	26,300							
4	Electrical panel/ lights & concession/ bathhouse wiring	35,800							
5	Bathhouse /concession plumbing & fixtures	17,350							
6	Pools deck sanding, prep & new coating	45,000							
7	New pools filters/pumps/ valves & chemical systems	105,000							
8	New fence and fence repairs	28,000	✓						
9	Deck equipment, slide maintance equipment	45,550	✓						
10	New pools plaster, lane line tile	82,000							
11	Bathhouse	44,400	✓						
12	Concession/ storage & new roof systems	44,300	✓						
	TOTAL	517,000							

✓
✓
✓
Broom