

**Housing Authority of the City of Arkadelphia  
670 s. 6<sup>th</sup> Street  
Arkadelphia, AR 71923**

**Contract Agreement-Capital Improvements Project AR37P01250125**

This agreement was made the day of \_\_\_\_\_ between the Housing Authority of the City of Arkadelphia "Public Housing Agency" or PHA in the State of Arkansas and \_\_\_\_\_  
\_\_\_\_\_  
(Contractor). Located at \_\_\_\_\_  
\_\_\_\_\_

For valuable consideration, the PHA and Contractor Agree as follows:

**1. STATEMENT OF WORK**

THE CONTRACTOR AGREES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT AND SERVICES, AND PERFORM AND COMPLETE ALL WORK REQUIRED, USING PREVAILING LABOR WAGES.

- THIS CONTRACT AND SCOPE OF WORK
- INSTALL HVAC UNITS IN 4 3BR APARTMENTS UNITS INCLUDED ARE #'S 21,22,23, AND 24 LOCATED AT CARPENTER HILL SITE
- UPGRADE ELECTRICAL TO 125 AMP SERVICE
- INSTALL 40 GALLON HTP LIFETIME TAK WATER HEATERS
- REPAIR OR REPLACE ALL NECESSARY DRYWALL AND PAINT

**2. CONTRACT PRICE:**

The PHA agrees to pay the Contractor full payment upon task completion and performed within The contract terms: \$

The PHA may request additional services and shall pay the wage rates as per Davis Bacon Wages. The PHA shall request additional services by written Task Order to the Contractor. Payment for additional Contractor services shall be made with incremental monthly payment by the 15<sup>th</sup> of the following month. The contractor shall submit this request for payment with a copy of the Task order.

**3. PAYMENT**

Payment request will be paid to the contractor on satisfactory performance based on a per occurrence of the total contract agreement on the following schedule: (Insert Attachment A) G702

**4. ADDITIONAL WORK**

Additional work will be requested by the PHA and a "Change order" will be approved prior to any additional works commencement. The PHA and the Contractor shall agree on the fees and conditions for any additional work and said change order shall become part of this Contract.

**5. INDEMNIFY AND HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the Housing Authority of the City of Arkadelphia from any claims or liability arising from the Contractors work under this contract. The contractor further agrees to continue a minimum of one million dollars general liability insurance coverage.

#### 6. CONTRACT TIME

The contractor shall adhere to the schedule set forth in this contract. Any revisions to the schedule shall be submitted in writing and agreed to by the PHA. The contract shall commence on \_\_\_\_\_ and shall conclude on \_\_\_\_\_

The PHA may terminate performance of work under this contract as a whole, or from time to time in part if the Contracting Officer determines that termination is in the best interest of the PHA. The PHA may terminate whole or in part without notice but must issue a termination letter to the contractor.

The contractor is to: (1) stop working immediately on the terminated part of the contract; (2) terminate all subcontracts related to the terminated portion of the prime contract; (3) advise the PHA of any special circumstances precluding the stoppage of work; (4) perform the continue portion of the contract if the termination is partial; (5) take any action necessary to protect the property in the contractor's possession in which the PHA has an interest; (6) notify the PHA of any legal proceedings growing out of any subcontract; (7) settle any subcontractor claim arising out of the termination; and (8) dispose of termination inventory as directed by the PHA. The contractor may recover: (a) its performance costs incurred up to the date of termination; (b) certain costs that continue after the date of termination (e.g., idle facilities are idle capacity cost) c) so-called "termination settlement expenses" (i.e., The cost to terminate the contract and submit the termination claim to the PHA); and (d) profit or fee for work completed. These amounts are requested in the termination settlement proposal (or claim) that is to be submitted by the contractor within one year of the affected date of termination.

In the event the Contractor terminates this contract, the Contractor shall submit a 30-day written notice directed to the Executive Director, Housing Authority of the City of Arkadelphia, 670 S. 6th Street, Arkadelphia, Arkansas 71923.

#### 7. CONTRACT DOCUMENTS

The contract shall consist of the following component parts:

- a) This instrument (Contract)
- b) Instructions to Bidders (HUD-5369A)
- c) General Conditions (HUD-5370-C, Section 1)
- d) Scope of Work
- e) Making Davis Bacon Wages Rates Work

This instrument, together with the other documents enumerated in Article 4, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the contract conflicts with any provision of any other component part first enumerated in Item 4 shall govern, except as otherwise specifically stated. The various provisions and addendum (see Item 1) shall be construed in order of preference of the component part of the Contract which each modifies.

**IN WITNESS THEREOF**, the parties hereto have caused this Instrument to be executed in Three (3) original counterparts as of the day and year first above written.

ATTEST:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation as a contractor herein; that \_\_\_\_\_ who signed this contract on behalf of the contractor, was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its Governing body and is within the scope of its corporate powers.

(Corporate Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

**Arkadelphia Housing Authority**

Witness Signature & Title

By: \_\_\_\_\_  
**Bobbi Partain**  
Executive Director  
670 S. 6th Street Arkadelphia, AR 71923

**Contract Additions**

- Notice to Proceed
- Non-Collusive Affidavit
- Identification of Signor
- W-9
- Quotes/Responses