

CONTRACT FOR HIGHWAY MOWING

1. **The City of Jonesboro (City) and Hurley Highways, LLC (Hurley)** enter into the following contract for mowing services, according to the terms and conditions set forth herein,

2. Hurley hereby agrees to perform mowing services along the following routes, to-wit:

From right-of-way to right-of-way along U.S, Highway 63, where said highway intersects the North city limits of the City of Jonesboro to where the South city limits intersects U.S, Highway 63, excluding interchanges.

3. Hurley shall mow said route three (3) times during the time period July 1, 2009 to December 31, 2009. Further Hurley agrees to provide one (1) additional mowing of said route, at no additional charge to the City.

4. In return for said services the City agrees to pay to Hurley the sum of Eighteen Thousand Dollars (\$18,000.00). One-third (1/3) of said sum shall be paid upon receipt of invoice by Hurley, each time mowed.

5. City further agrees to provide trash pickup along said route to be coordinated with Hurley.

6. Hurley agrees to comply with all Arkansas State Highway and Transportation Department special provisions for mowing and trimming the highway right-of-way for divided highways.

7. Both parties agree that Hurley shall be considered an independent contractor with responsibility to provide its own employees and equipment.

However, Hurley shall provide proof of workmen's compensation insurance and auto insurance. Also proof of commercial and general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) shall be provided.

8. City hereby affirms that it has obtained the required permission from the Arkansas State Highway and Transportation Department to allow it to perform the mowing and pruning services set out herein.

ENTERED INTO ON THIS THE 2 DAY OF July, 2009.

HURLEY HIGHWAYS, LLC

BY:



DAVID HURLEY, MGR.