

## CONTRACT

THIS AGREEMENT, made this 18<sup>th</sup> day of Oct, 2005, by and between the City of Jonesboro, Arkansas, herein called "Owner", acting herein through its Mayor and City Council and Bennett Landscape and Development, LC, a limited liability company of Arkansas, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

### JOE MACK CAMPBELL PARK – YOUTH BASEBALL QUAD-PLEX CONTRACT E – IRRIGATION

hereinafter called the Project, for the sum of Thirty thousand one hundred ninety-six Dollars (\$30,196.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by NRS Consulting Engineers, herein entitled the Architect/Engineer, and as enumerated in Paragraph 2 of the Supplemental Special Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 plus Engineering Fees for each consecutive calendar day thereafter as hereinafter provided in Section 9 of the Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 5, "Measurement and Payment," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Bennett Landscape and Development, LC.  
(Contractor)

By Marty F. Bennett

\_\_\_\_\_  
(Secretary)

Member  
(Title)

\_\_\_\_\_  
(Witness)

110 Southwest Dr.  
(Address and Zip Code)

Jonesboro, AL 36860

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.