

## AGREEMENT

THIS AGREEMENT made this 20th day of September, 2004, by and between Construction Network, Inc., (a corporation organized and existing under the laws of the State of Arkansas) hereinafter called the "Contractor" and the City of Jonesboro, Arkansas an agency thereof hereinafter called the "Owner".

### WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agrees as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for "**Allen Park Spray Pad**", **Jonesboro, Craighead County, Arkansas**, in strict accordance with the Contract Documents, including all Addenda thereto numbered 1 and 2 and dated 8/19/04 & 8/21/04, as prepared by the Engineer.

ARTICLE 2. The Contract Price is \$198,900 (Negotiated base bid of \$198,900.00)  
The Owner will pay the contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (~~10~~) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within 180 calendar days thereafter (except as modified in GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the sum of \$100 for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- |    |                         |    |                                |
|----|-------------------------|----|--------------------------------|
| a. | This Agreement          | e. | Bid                            |
| b. | Addenda                 | f. | General Conditions             |
| c. | Advertisement for Bids  | g. | Supplemental General           |
| d. | Information for Bidders |    | Conditions                     |
|    |                         | h. | Technical Specifications       |
|    |                         | i. | Attachment "A" - Dated 9/13/04 |
|    |                         |    | Revised Proposal               |

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached to herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose

decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner and authorized to do business in the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

Courtney K. Baxter

Construction Network, Inc.

(Contractor)

By

Title

President

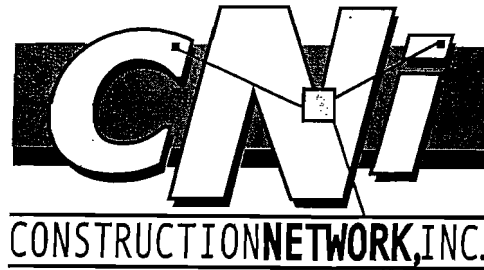
P.O. Box 1654

(Address)

Jonesboro, AR 72403

(City, State, Zip)

City of Jonesboro, Arkansas



9/1304

Re: Conditions for revised bid for Jonesboro Spray Park

Construction Network, Inc proposes a revised bid amount of \$198,900 based on the following specifications:

- Spray Pad size per original layout without deduction of outer perimeter
- Assumes Health Dept approval for final design
- Includes Bid Bond and Performance Bond
- General Requirements figured as needed by GC to complete work
- All costs for permits and CWL fees to be waived
- City to provide benchmark and locate at least two control points for GC
- Spread only remaining excavations on site or to finish grade of structures
- Assumes existing site with 6" of base elevations required
- GC to provide compaction testing. Extra for undercut and fill (\$12/SY)
- No finish grading, landscaping or other site work figured
- SB2 figured at 6" thick under spray pad and maintenance building only.
- Provides for cost of one professional startup and test by Arkansas Pools
- GC to provide foundation for equipment room with monolithic turn-down slab with welded wire reinforcing as specified at spray pad. Owner to complete building
- Only painting to be epoxy finishes 1,2 and 4 with finish 3 changed to sealed concrete
- Substitute 1500 gallon septic tank for holding tank and small prefabricated tank for drain pit. Both tanks to be sealed on exterior surfaces with waterproofing mastic. Lids to be as provided with tanks and to remain exposed above finish grade. Drain pit (tank) to be moved outside building structure line.
- City to provide any signage required.

If you have any questions on any of the above, please give me a call.

  
George Stem  
President

\* Any condition in this attachment overrides any previous plan or specification conditions.