

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF JONESBORO AND E.C. BARTON AND CO.

This Agreement is made by and between E.C. BARTON AND CO. and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY).

WHEREAS, the CITY owns and maintains City Cemetery and is encouraging collaboration in facility development; and

WHEREAS, E.C. BARTON AND CO. and the CITY desire to enter this agreement for the purpose of constructing a decorative entrance at City Cemetery located on Matthews Ave.

NOW, THEREFORE in consideration of the promise and the mutual covenants and obligations contained herein, the parties agree as follows:

I. Term

The term of this contract is from May 1, 2011 until the construction of the decorative entrance is completed to the satisfaction of the City of Jonesboro or December 31, 2011.

II. Description of Work

The CITY and E.C. BARTON AND CO. wish to collaborate to construct the following decorative entrance at City Cemetery:

1. Four brick pillar, wrought iron fence, with wrought iron archway at the price of \$12,371.50.

III. Obligations of the CITY

The City of Jonesboro shall:

1. Obtain bids from local contractors for construction of decorative entrances.
2. Contract with contractor to install the decorative entrances.
3. Prepare the site for construction
4. Oversee the construction of the decorative entrances

IV. Obligations of E.C. BARTON AND CO.

ST BERNARDS agrees to:

1. Provide \$12,371.50 by May 1, 2011 for the construction of decorative entrance.
2. Provide sponsorship / dedication information for recognition on the entrance.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of E.C. BARTON AND CO. and may not be assigned in whole or in part by E.C. BARTON AND CO. to any other person or entity.

VI. Miscellaneous Provisions

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by and authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas, and all obligations of E.C. BARTON AND CO. and the CITY created hereunder are performable in Craighead County, Arkansas.
3. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

E.C. BARTON AND CO.

By: Niel Crowson

Name: Niel Crowson

Title: President

Date: 3/21/11