

ARKOMA PLAYGROUNDS & SUPPLY

Arkoma Playgrounds & Supply Contract for Fort Rotary Playground
Jonesboro, AR
RFP# 2008:40

This contract is executed this 13th day of Oct 200~~8~~⁹ between Arkoma Playgrounds & Supply and the City of Jonesboro.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Arkoma Playgrounds & Supply at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax, and all other accessories and services necessary to complete items bid as stated per specifications in Arkoma Playgrounds & Supply proposal. All work shall be done by factory certified installer.
2. Total cost for the project is \$ 349,748.84.
3. The City of Jonesboro shall pay for completion of the project based on prices indicated in Arkoma Playgrounds & Supply proposal. Payments shall be made after approval and acceptance of material, work and submission of invoices. Progress payments shall be issued as follows: (1) upon taking delivery of equipment, which will include the cost of equipment, freight and sales tax, and (2) at 50% completion of installation, and (3) balance of installation at completion and final acceptance of project.
4. The City of Jonesboro shall provide a site with a maximum 1-2% slope. The City of Jonesboro or others will provide sidewalk access from parking areas to the playground. Necessary utilities will be provided by the City of Jonesboro to the site.
5. The City of Jonesboro shall sign and acknowledge attached installation addendum.

6. Arkoma Playgrounds & Supply shall inform the City of Jonesboro Parks Department of all permits required, which the department will obtain at no cost to the contractor.
7. Changes in scope or price: Changes, modifications or amendments in scope, price, or fees to this contract shall not be allowed without a prior contract amendment approved by the City of Jonesboro in advance of the change of scope, cost or fees.
8. Choice of law and consent to jurisdiction: The parties agree that any dispute, acts or omissions, arising out of this contract shall be governed by the law of the State of Arkansas. The parties agree that any such claims shall be brought in the federal or state courts located in the State of Arkansas and agree that such courts have personal jurisdiction over them.

WITNESS OUR HANDS THIS 13th DAY OF Oct, 2008⁹
