

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of West Monroe, hereinafter called OWNER" and JABAR Corporation, doing business as a corporation hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Arkansas Road Utility Relocation (North 7<sup>th</sup> St. to Otis St.).

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete with same within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. In default thereof, the Contractor shall be liable for liquidated damages in the amount of Two Hundred and No/100 (\$200.00) Dollars per calendar day of delinquency.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 882,605.70, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BID FORM
- (B) Bid BOND
- (C) Agreement
- (D) General Conditions
- (E) Payment BOND
- (F) Performance BOND

- (G) DRAWINGS prepared by S. E. Huey Co. signed and dated January 2024.
- (H) SPECIFICATIONS prepared or issued by S. E. Huey Co. signed and dated January 2024.
- (I) ADDENDA:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( 4 ) each of which shall be deemed an original on date  
(No. of Copies)

first above written.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

OWNER:

\_\_\_\_\_ City of West Monroe \_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_ Staci Albritton Mitchell \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_ Mayor \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_ JABAR Corporation \_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

\_\_\_\_\_