



STANDARD CONTRACT FORM

Town of Garner

Post Office Box 446 * Garner, North Carolina 27529
Phone 919-772-4688 * FAX 919-662-8874

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF WAKE

THIS CONTRACT is entered into this the ____ day of _____, by and between _____, hereinafter referred to as the "Contractor," and the Town of Garner, a municipal corporation of the State of North Carolina, hereinafter referred to as the "Town";

WITNESSETH:

The Town and the Contractor, for the considerations stated herein, agree as follows:

1. Scope of Services:

The Contractor agrees to perform for the Town the following services:

2. Specifications (if applicable)

This contract incorporates by reference the following plans and specifications, which will govern the services to be provided by the contractor:

3. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the sum of _____ to be paid according to the following schedule:

4. Indemnification

The Contractor shall be responsible for all loss and damages associated with the services provided in the contract and any attached specifications, and shall hold the Town, its officers, agents, and employees harmless from any legal action which may arise as a result of negligence on the part of the Contractor; provided that the Contractor shall not be liable for any act of negligence on the part of the Town, its officers, agents, or employees.

5. Applicability of Laws and Regulations

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Garner in the performance of the services outlined in this contract and any attached specifications.

6. Time of Commencement and Completion

The work required in this contract shall be commenced by the Contractor not later than ____ days after the date of execution of this Contract and the entire work shall be completed not later than ____ days after the date of execution of this Contract. If the work is not satisfactorily commenced or completed within the specified time the Town may declare such delay a material breach of contract and may pursue legal remedies. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive ____ per day as liquidated damages. The Town and the Contractor may mutually agree to changes in this schedule if it is deemed necessary or desirable to do so.

7. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

8. Insurance

All required certificates of insurance are attached and considered part of this document.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Garner, North Carolina, this day of

Contractor

Town of Garner

Name: _____
Name of Contractor (type or print)

Town Manager

By: _____
(Signature)

Attest:

Title: _____

Attest: _____
(Secretary, if a corporation)

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director