

CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2018, by and between Ashley Shares, (Contractor), and the CITY OF SMYRNA, WITNESSETH, that the Contractor and the Owner in consideration of the mutual promises contained here agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on the attached Exhibit A: Photo Key Part I, Photo Key Part II, and Map as it pertains to work to be performed on headstones located in Smyrna Memorial Cemetery.

ARTICLE 2. TIME OF COMPLETION

The parties agree that time is of the essence, and therefore the work to be performed under this Contract shall be commenced on or before the 2nd day of June, 2018, and shall be substantially completed on or before the 6th day of January, 2019.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor the sum of eighteen thousand, one hundred dollars and 00/100 (\$18,100.00) for the material and labor to be performed under the Contract, subject to any additions and/or deductions made pursuant to authorized change orders. Change orders will be agreed upon by both parties.

ARTICLE 4. PAYMENTS

Payments of the Contract price shall be paid in the following manner: 25% prior to the start of work and 75% within 10 business days of completion.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with the Secretary of the Interior's Standards for Preservation and Restoration.
2. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

3. Contractor shall update the City of Smyrna monthly once project has commenced. Updates will consist of before/after photos and a brief written description of the work performed.
4. All change orders shall be in writing and signed by both City of Smyrna and Contractor.
5. Contractor warrants it is adequately insured.
6. Contractor shall at its own expense obtain all materials and equipment necessary to perform work.
7. Contractor agrees to remove all large and unsightly debris from the premises.
8. Contractor agrees to pay for the replacement or repair to any hardscape or landscape feature damaged or destroyed due to negligence on the part of the contractor or any of his or her subcontractors.
9. In the event the City of Smyrna shall fail to pay the 25% up-front deposit, work shall be delayed until deposit is paid. The date of completion shall also likewise be delayed proportionately.
10. Contractor shall not be liable for any delay due to circumstances beyond its reasonable control, including but not limited to strikes, casualty, family emergency, weather, or general unavailability of materials. Contractor shall update the City of Smyrna as to these delays as soon as reasonably possible.

Signed this ____ day of _____, 2018.

City of Smyrna

Mayor A. Max Bacon

Contractor

Ashley Shares



