

# CONTRACT

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cayce, South Carolina, hereinafter called the OWNER and \_\_\_\_\_, an individual doing business as a \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence the construction described as follows: STATE STREET, RAILROAD STREET, AND HOLLAND AVENUE SEWER REHABILITATION hereinafter called the "Project", for the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, and the General Conditions, Supplemental General Conditions, Special Conditions, technical specifications and the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Cayce.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project within 90 consecutive calendar days thereafter (but completion must be no later than May 30<sup>th</sup>, 2018). The Contractor further agrees to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in paragraph 1C.10 of the Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in paragraph 1A.25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in \_\_\_\_\_ counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(please type)

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(please type)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Employer Identification Number \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(please type)

Title \_\_\_\_\_