

**Contract**

City of Georgetown  
Georgetown, South Carolina

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, hereinafter called Contractor, and the  
City of Georgetown, Georgetown, South Carolina, hereinafter called the City.

WITNESSETH

THAT WHEREAS, a Contract for the construction of

**CITY OF GEORGETOWN, SOUTH CAROLINA  
FRONT STREET UNDERGROUND UPGRADE – T3 PROJECT #1927 – MATERIALS**

HAS RECENTLY BEEN AWARDED TO Contractor by City at and for a total price of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

and as named in the Proposal attached hereto;

AND WHEREAS, it was provided in said award that a formal Contract would be executed by and between Contractor and City, evidencing the terms of said award, and that Contractor would commence the work to be performed under this agreement on a date to be specified in a written order of City.

NOW THEREFORE, Contractor doth hereby covenant and agree with City that it well and faithfully perform and execute such work and furnish such work and furnish such materials and equipment, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications in accordance with the Plans, at the total price named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

Contractor shall promptly make payments to all laborers and others employed thereon.

Contractor shall be responsible for all damages to the property of the facility that may be consequent upon the normal procedure of its work or that may be caused by or result from the

negligence of Contractor, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees, or workmen.

Contractor shall also indemnify and save harmless the City, and the officers and agents thereof, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the City, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, bidder or corporation, or by or in consequence of any materials used in said work or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants, or workmen.

It is agreed and understood that the Notice to Prospective Bidders, the Definitions, Instructions to Bidders, Plans and Specifications, the accepted Proposal, and the enumerated addenda are part and parcels of this Contract, to the same extent as if incorporation herein full.

And the City doth hereby covenant and agree with Contractor that it will pay to Contractor, when due and payable under the terms of said Specifications and said award, the above-mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all gender as the context may require.

#### FURTHER AGREEMENTS

Contractor shall, upon completion of all work awarded under this Contract, furnish to City invoices or copies of invoices for all materials purchased for said work, and such invoices shall state the amount of South Carolina sales tax paid for said materials, and Contractor shall also furnish City an affidavit certifying the total costs of materials purchased for all work performed under the Contract and the total amount of South Carolina sales tax paid for said materials.

IN TESTIMONY WHEREOF, Contractor and City have duly signed and sealed this Contract.

(Imprint Corporate Seal below this line)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Secretary)

CITY OF GEORGETOWN  
GEORGETOWN, SOUTH CAROLINA

By: \_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
(Secretary)