

SECTION 00500

CONTRACT

THIS AGREEMENT made this 29th day of October, 2024, by and between City of Sumter, hereinafter called "Owner", and B & B Construction Company, INC, doing business as a partnership / a corporation /an individual (Strike out inapplicable terms), with its principal office in the City of Sumter, County of Sumter, State of South Carolina, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Miller Road to Morgan Avenue Stormwater Improvements, hereinafter called the "Project", for the sum of Two Million, Eight hundred twenty-one thousand, seven hundred seventy five Dollars and zero Cents (\$2,821,775.00). Contractor further agrees to commence and complete any 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 materials, 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 and Special Conditions of the Contract, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by AECOM Technical Services, Inc., herein entitled the "Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within 240 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$500.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General 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 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this contract in four counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

City of Sumter

OWNER

Deon L. McCormick
(Signature)

By:

Deon L. McCormick

Title:

City Manager

ATTEST:

Stephen L. Smith

Witness

Ann M. Gregory

Witness

B & B Construction Company, INC

CONTRACTOR

Don Brown
(Signature)

By:

Don Brown

Title:

President

ATTEST:

Don Brown

Its Secretary

Don Brown

Witness

CONTRACTOR'S ADDRESS

PO Box 1563

Sumter, SC 29151