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FILE No. 644.97

ELLIE FAANSWORTH  
C O N T R A C T

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

THIS AGREEMENT made this 21 Day of December in the year Ninteen Hundred Sixty-Seven, by and between Bellamy Brothers Construction Company, hereinafter called the Contractor, and The Greater Greenville Sewer District, hereinafter called the Owner, WITNESSETH, that whereas the Owner intends to repair a sewer line and bridge, crossing the Reedy River, and located in Cleveland Park, Greenville, South Carolina.

NOW, THEREFORE, the Contractor and the Owner for the consideration hereinafter named, agree as follows:

THE WORK TO BE DONE

The Contractor agrees to provide all equipment, materials, labor, supervision of construction, and to do all things necessary for the proper execution and completion of the above referenced project. The work shall be accomplished in accordance with plans and specifications as prepared by Piedmont Engineers and Architects.

THE CONTRACTOR'S DUTIES AND STATUS

The Contractor recognizes the relations of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate in forwarding the interest of the Owner. He agrees to furnish efficient business administration and superintendence, and to use every effort to keep upon the work at all times an adequate supply of workmen and materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

FEE FOR SERVICE

In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds, as compensation for his service, fees, based on the actual work done at a lump sum price of \$14,000.00 for the services as outlined in the above paragraph entitled "The Work to Be Done". Fees shall be paid when the work is completed, and accepted.

CONTRACTOR'S FINANCIAL RESPONSIBILITY

Any cost due to the negligence of the Contractor or anyone directly employed by him either for the making good of defective work, disposal or material wrongly supplied, making good of damage to property, or excess costs for material or labor or otherwise, shall be borne by the Contractor, and the Owner may withhold money due the Contractor to cover any such cost already paid by him as part of the cost of this work.

INSURANCE

The Contractor shall maintain such insurance as will protect the Contractor and the Owner from claims under Workmen's Compensation Acts and for any other claims for personal injury, including death, and for property damage, which may arise from operations under this Contract.

The minimum amount of coverage for this project shall be as follows:

1. Public Liability-except automobile  
Bodily injury or death- \$100,000 per person  
\$300,000 per accident.  
  
Property Damage- \$100,000 each accident  
\$100,000 aggregate for  
this project.

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