

**CITY OF FLORENCE, SOUTH CAROLINA**  
**CONTRACT AGREEMENT NO.: 2024-08**  
**CEDAR & MCQUEEN STORMWATER IMPROVEMENTS**  
**CDBG IP NO.: 20-2101-01, 20-2101-02**  
**AECOM PROJECT NO.: 60681459**

THIS AGREEMENT, made and entered into this 23 day of July 2024, by and between the City of Florence, hereinafter call the Owners, and Brock's Grading & Land Clearing, LLC of Hartsville, SC, hereinafter called the Contractor.

WITNESSETH: That the Contractor for the consideration hereinafter fully set out, and the Owners, for the consideration of work performed, agree that:

1. Scope of Work: The Contractor shall furnish and deliver all materials and labor for the construction of the Cedar & McQueen Stormwater Improvements as specified in the specifications and drawings prepared by AECOM Technical Services, Inc.
2. The items below shall be considered the Contract Document:
  - A. This Agreement
  - B. Invitation to Bid Document
  - C. Contractor's response to the Invitation to Bid
  - D. General Conditions
  - E. Supplemental Conditions
  - F. Payment Bond
  - G. Performance Bond
  - H. Proof of General Liability Insurance
  - I. Contract Documents, Specifications, and Drawings written and prepared by AECOM Technical Services, Inc.
  - J. Bid Addenda

The bid so submitted by the Contractor shall be as outlined in the specification documents and represent a total cost not to exceed \$4,700,052.50.

Info copies to:

- 1) Scotty Davis, Interim City Manager.
  - 2) Martin Fox, City Engineer.
  - 3) South Carolina Office of Resilience.
  - 4) Michael L Henry, Jr., AECOM Technical Services, Inc.
  - 5) Brock's Grading and Land Clearing, LLC (Contractor).
3. The Owner hereby agrees to pay the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or Invitation to Bid, in lawful money of the United States, such price as set forth in this document.

4. On or before the 15th day of each calendar month the Owner shall make partial payments to the Contractor on a basis of duly certified and approved estimate which of work performed through that time by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the owner until all work has been performed strictly in accordance with this contract and until such work has been accepted by the Owner, less payments made previously.
5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material, bills, and other costs incurred by the second party in connection with the construction of the work has been paid in full, final payment on account of this Contract shall be made within 30 days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the City of Florence. Such evidence shall consist of a signed affidavit of such compliance.
6. It is further mutually agreed between the Contractor and the Owner hereto that, if at any time after the execution of the Contract and the Performance and Payment Bond hereto attached for its faithful performance, and the first party shall feel the Surety or Sureties upon such Bond to be unsatisfactory; or, for any reason such bond ceases to adequate to cover the performance of work, the Contractor shall, at his expense, within five (5) days after the receipt of this notice from the owner so to do, furnish an additional Bond or Bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security to the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner. The Contractor shall be responsible for extending all sureties that may lapse due to the time of the project and see that the project is fully covered as required.
7. It is understood that the Contractor guarantees all material and workmanship for a period of one year dating from the date of final acceptance of the project unless a longer period is specified.
8. The time limit for the completion of this project shall not exceed **three hundred sixty-five (365)** Calendar Days from the notice to proceed start date. Delay damages due to inconveniences to the Owner for work not being accomplished on time will be at the rate of one thousand dollars (\$500.00) per day. The Contractor should realize that delays due to bad weather, materials, and such, not under the control of the Contractor will be considered by the City of Florence for time extension.
9. The Contractor shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting there from). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The Contractor shall agree to maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by the Contractor's insurance agent.

Further, the prime Contractor shall ensure prior to commencement of work, that all subcontractors, agents, assigns or employees of prime Contractor and subcontractor shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, and South Carolina Office of Resilience, their agents and employees from any claims for property damage or personal injury (including death resulting there from). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work, the Contractor shall insure that all subcontractors, agents or assigns of the Contractor, maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, and South Carolina Office of Resilience, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the Contractor.

The Contractor shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the Contractor shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

10. Minority Business Owners (minority or woman owned businesses) will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

The successful contractor must ensure that all subcontractors, agents, personnel assigned by or employees of prime contractor and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. Bidders must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

IN WITNESS WHEREOF the Owner and Contractor hereto have executed this contract on the day and date first above written in four (4) counterparts, each of which shall be deemed an original contract.

Approved:

By: [Signature]  
Name: ~~Kevin D. Rawlinson~~ Interim Finance Director  
Title: ~~Chief Financial Officer~~  
Date: 7/25/24

Approved:

By: [Signature]  
Name: Lynwood F. Givens  
Title: Purchasing Agent

Approved:

By: [Signature]  
Name: Clint Moore  
Title: Assistant City Manager

OWNER: CITY OF FLORENCE, SC

ATTEST:

By: [Signature]  
Name: Casey C. Moore  
Title: Municipal Clerk

By: [Signature]  
Name: Scotty Davis  
Title: Interim City Manager

CONTRACTOR:

By: [Signature]  
Name: Terry Michael Brock  
Title: Owner  
Address: 3536 West Bob Newsome Hwy, Hartsville, SC 29550

END OF SECTION