South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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Cite this document as "AIA Document A101*-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version," or "AIA Document A101*-2017 — SCOSE Version."

South Carolina Division of Procurement Services, Office of State Engineer Version of MAIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 26th

day of April

in the year 2024

(In words, indicate day, month and year,)

BETWEEN the Owner:

(Name, legal status, address and other information)

Horry County PO Box 1236 Conway, SC 29528

The Owner is a Governmental Body of the State of South Carolina as defined in S.C. Code Ann. § 11-35-310.

and the Contractor:

(Name, legal status, address and other information)

Complete Demolition Services, LLC 419 B Castleman Road Carrollton, GA 30117 770-830-9996

for the following Project:

(Name, State Project Number, location and detailed description)

Horry County Buyout Demolition

D30-N027-MJ

Socastee, SC

In the Rosewood Estates, Bridgecreek, and Lawson's Landing subdivisions,

demolition of 33 houses, driveways, and all appurtences.

The Architect:

(Name, legal status, address and other information)

EL Robinson Engineering 1301 Gervais Street, Suite 450 Columbia, SC 29201 This version of AIA Document A101-2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer, Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services. Office of State Engineer. A comparative version of AIA Document A101-2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- CONTRACT SUM
- **PAYMENTS**
- **DISPUTE RESOLUTION**
- TERMINATION OR SUSPENSION 7
- **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions). Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided clsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

§ 3.2 The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion,

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed,

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

under the terms of AIA Documents on Demand® Order No. 2114487381, is not for resale, is licensed for one-time use only, and 11/15/2023 15:43:56 may only be used in accordance with the AtA Contract Documents* Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail copyright@aia org.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor's performance of the Contract, The Contract Sum shall be

(\$ 291,000.00

), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum: (Insert the accepted Alternates.)

Item

Price

§ 4.3 Allowances, if any, included in the Contract Sum; (Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum,)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of the Application for Payment. Contractor should ensure payment terms are set up for 21-day pay
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment,
- § 5.1.6 Subject to S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201°-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:

That portion of the Contract Sum properly allocable to completed Work;

- That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified,
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:

The aggregate of any amounts previously paid by the Owner;

- The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.7 Retainage

- § 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.
- § 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work,
- § 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been (ssued by the Architect, .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordante with Article 15 of Ata Document A201 2017

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

§ 8.2.1 The Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

Name:

Eric Fosmire, SCOR

Title:

Chief of Staff and General Counsel

Address:

632 Rosewood Drive, Columbia SC 29201

Telephone:

803-822-9580

Email:

eric.fosmire@scor.sc.gov

§ 8.2.2 The Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

Name:

Nancy Miramonti, SCOR

Title:

Buyout Program Manager

Address:

632 Rosewood Drive, Columbia SC 29201

Telephone: 803-667-7360

Email:

par estibitélique leurs

nancy.miramonti@scor.sc.gov

§ 8.3 The Contractor's representative:

§ 8.3.1 The Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

Name: James Morehead

Title: Agent/Owner

Address: 419B Castleman Road, Carrollton, Ga. 30116

Telephone: 770-830-9996

Email: james.cds@att.net

§ 8.3.2 The Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

Name: James Morehead Title: Agent/Owner

Address: 419B Castleman Road, Carrollton, Ga. 30116

Telephone: 770-830-9996

Email: james.cds@att.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 The Architect's representative:

Name: Mason Brandes
Title: Staff Hydrologist

Address: 1301 Gervais Street, Suite 450, Columbia SC 29201

Telephone: 803-400-6038

Email: mbrandes@elrobinson.com

§ 8.6 Insurance and Bonds

§ 8.6.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A1019—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.6.2 The Contractor shall provide bonds as set forth in AIA Document A101°-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

(Check hox if applicable to this Contract)

The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primaveratype format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

.1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

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- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner's review of the Contractor's schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner's review shall not relieve the Contractor of any obligations.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101*-2017, SCOSE Version Standard Form of Agreement Between Owner and
- .2 AIA Document A101° 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201° 2017, SCOSE Version General Conditions of the Contract for Construction
- 4 Form SE-390. Notice to Proceed Construction Contract
- .5 Drawings

Number	Title	Date
1-13	Horry County Buyout Dem	09.08.2023

.6 Specifications

Section	Title	Date	Pages
Various	Horry County Buyout De	10,02,203	Varying

.7 Addenda, if any:

Number	Date	Pages
#1	3.28.24	20
#2	4.2.24	1

AlA Do	cument E204 TM -2017, Sustainable P the date of the E204-2017 incorporat	rojects Exhibit, dated as indic ed into this Agreement.)	cated below:
The Su	stainability Plan:		
Title	Date	Pages	
Supple	mentary and other Conditions of the	Contract;	
Document	Title	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA
Document A2016-2017 provides that the advertisement or invitation to bid, Instructions to Bidders,
sample forms, the Contractor's bid or proposal, portions of Addenda relating to hidding or proposal
requirements, and other information furnished by the Owner in anticipation of receiving bids or
proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such
documents should be listed here only if intended to be part of the Contract Documents.)

Form SE-310, Invitation for Construction Services
Instructions to Bidders (AIA Document A701-2018 OSE Version)
Form SE-330, Contractor's Bid (Completed Bid Form)
Form SE-370, Notice of Intent to Award
Certificate of Procurement Authority issued by the State Fiscal Accountability Authority

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OWNER (Signature)

CONTRACTOR (Signature)

Steven 5. Cosnell-Administrator Agent/Owner

(Printed name and title)

(Printed name and title)

SE-357

LABOR	<u>& MATERIAL PAYMENT BON</u>	D BOND NO.: 100257811
	MEN BY THESE PRESENTS, that (Insert full no	
Name:	Complete Demolition Services, LLC	
Address:		
hereinafter ref	ferred to as "Contractor", and (Insert full name and add	dress of principal place of business of Surety)
Name:	Merchants National Bonding, Inc.	
Address:	0700144 / D /	
	West Des Moines, IA 50266-7754	
hereinafter cal	lled the "surety", are jointly and severally held an	d firmly bound unto (Insert full name and address of Agency)
Name:	South Carolina Office of Resilience	
Address:	632 Rosewood Drive	
	Columbia, SC 29201	
being the sur	ferred to as "Agency", or its successors or assigns n of the Bond to which payment to be well and ors, administrators, successors and assigns, jointly	the sum of <u>Two Hundred Ninety-One and 00/100</u> (\$291,000.00), truly made, the Contractor and Surety bind themselves, their and severally, firmly by these presents.
WHEREAS,	Contractor has by written agreement dated _Apri	26, 2024 entered into a contract with Agency to construct
State Pro	ject Name: Horry County Buyout Demolition	
State Pro	ject Number: D30-N027-MJ	
Brief Des	scription of Awarded Work: Demolition of 33 pro	operties and site stabillization
in accordance	with Drawings and Specifications prepared by (In	nsert full name and address of A/E)
Name:	E. L. Robinson	
Address:	1301 Gervais Street	
which agreem	ent is by reference made a part hereof, and is here	einafter referred to as the Contract.
	his Labor & Material Payment Bond to be du	to be legally bound hereby, subject to the terms stated herein, do the day executed on its behalf by its authorized officer, agent or
	26th day of April , 2 024 hall be no earlier than Date of Contract)	BOND NUMBER 100257811
CONTRACT	COR Complete Demolition Services, LLC	SURETY Merchants National Bonding, Inc. 2003
Ву:	(Seal)	By:(Seal)
Print Namer	James Morehead	Print Name: Edward Mooney
Print Talle:	Agent/owner	Print Title:Attorney-In-Fact (Attach Power of Attorney)
Witness:	we plus	(Linda Roberts)
(Additional Sig	natures, if any, appear on attached page)	

2023 Edition

SE-357

LABOR & MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to the Agency, this obligation shall be null and void if the Contractor:
- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
- 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
- 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
- 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
- 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
- 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of o ne year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
- 5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 5.2 Pay or arrange for payment of any undisputed amounts.
- 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

- 6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
- 7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
- 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
- 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Annette Wisong: Brian McCarter; Edward Mooney; Haley Rhoads; Joseph R Williams; Linda Adams Roberts; Rebecca E Howard; Sarah Hancock

their true and lawful Attorney(s)-in-Fact, to sign its name as surely(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of August . 2023

TIONAL SOUNG COMPONIES OF THE PORT OF THE

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Provident

STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of August 2023, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Notery Public

William Claren S.

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of April

, 2024 -

SE-355		
PERFOR	RMANCE BOND	BOND NO.: 100257811
KNOW ALL	MEN BY THESE PRESENTS, that (Insert full name or legal title and	address of Contractor)
Name:	Complete Demolition Services, LLC	
Address:	419 B Castleman Road,	
	Carrollton, GA 30117	
hereinafter ref	ferred to as "Contractor", and (Insert full name and address of principal pla	ace of business of Surety)
Name:	Merchants National Bonding, Inc.	
Address:	6700 Westown Parkway	
	West Des Moines, IA 50266-7754	
hereinafter cal	lled the "surety", are jointly and severally held and firmly bound t	into (Insert full name and address of Agency)
Name:	South Carolina Office of Resilience	
Address:	632 Rosewood Drive	
(\$291,000.00	Columbia, SC 29201 ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u> n), being the sum of the Bond to which payment to be well and	truly made, the Contractor and Surety bind
(\$291,000.00 themselves, t	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u>), being the sum of the Bond to which payment to be well and her heirs, executors, administrators, successors and assigns, joint	truly made, the Contractor and Surety bind ly and severally, firmly by these presents.
(\$291,000.00 themselves, themselves, the whereas,	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u>), being the sum of the Bond to which payment to be well and holr heirs, executors, administrators, successors and assigns, joint Contractor has by written agreement dated <u>April 26, 2024</u> enter	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct
(\$291,000.00 themselves, themselves, themselves, the WHEREAS, State Proj	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u>), being the sum of the Bond to which payment to be well and held held held held held held held hel	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct
(\$291,000.00 themselves, the WHEREAS, State Proj	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u>), being the sum of the Bond to which payment to be well and holr heirs, executors, administrators, successors and assigns, joint Contractor has by written agreement dated <u>April 26, 2024</u> enterject Name: <u>Horry County Buyout Demolition</u> ject Number: <u>D30-N027-MJ</u>	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct
(\$291,000.00 themselves, the whereas, State Proj State Proj Brief Des	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u> 1), being the sum of the Bond to which payment to be well and hor heirs, executors, administrators, successors and assigns, joint 1. Contractor has by written agreement dated <u>April 26, 2024</u> enterpiect Name: <u>Horry County Buyout Demolition</u> 1. ject Number: <u>D30-N027-MJ</u> 1. scription of Awarded Work: <u>Demolition of 33 properties and site</u>	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization
(\$291,000.00 themselves, the whereas, State Proj State Proj Brief Des	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u>), being the sum of the Bond to which payment to be well and holr heirs, executors, administrators, successors and assigns, joint Contractor has by written agreement dated <u>April 26, 2024</u> enterject Name: <u>Horry County Buyout Demolition</u> ject Number: <u>D30-N027-MJ</u>	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization ddress of A/E)
(\$291,000.00 themselves, the WHEREAS, State Proj State Proj Brief Des	ferred to as "Agency", or its successors or assigns, the sum of Two), being the sum of the Bond to which payment to be well and hold hear heirs, executors, administrators, successors and assigns, joint Contractor has by written agreement dated April 26, 2024 enterject Name: Horry County Buyout Demolition bject Number: D30-N027-MJ scription of Awarded Work: Demolition of 33 properties and site with Drawings and Specifications prepared by (Insert full name and a E. L. Robinson	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization ddress of A/E)
(\$291,000.00 themselves, the whereas, State Proj State Proj Brief Des in accordance Name:	ferred to as "Agency", or its successors or assigns, the sum of <u>Tw</u> D), being the sum of the Bond to which payment to be well and hold held held held held held held held he	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization ddress of A/E)
(\$291,000.00 themselves, tf WHEREAS, State Proj State Proj Brief Des in accordance Name: Address:	ferred to as "Agency", or its successors or assigns, the sum of Two, being the sum of the Bond to which payment to be well and find heirs, executors, administrators, successors and assigns, joint Contractor has by written agreement dated April 26, 2024 enterpiect Name: Horry County Buyout Demolition piect Number: D30-N027-MJ scription of Awarded Work: Demolition of 33 properties and site with Drawings and Specifications prepared by (Insert full name and a E. L. Robinson	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization ddress of A/E)
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(\$291,000.00 themselves, themselves, themselves, the WHEREAS, State Project Pr	ferred to as "Agency", or its successors or assigns, the sum of Two), being the sum of the Bond to which payment to be well and held held held held held held held hel	truly made, the Contractor and Surety bind ly and severally, firmly by these presents. red into a contract with Agency to construct stabillization ddress of A/E) to as the Contract. and hereby, subject to the terms stated herein, dorized officer, agent or representative.
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By:

Witness:

Print Name: Edward Mooney

Print Title: Attorney-In Fact (Attach Power of Auorney)

(Linda Roberts)

(Seal)

By:

Print Title: _

Print Mame: James Morehead

(Additional Signatures, if any, appear on attached page)

(Seal)

SE-355

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
- 2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
- 3. The Surety's obligation under this Bond shall arise after:
- 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
- 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
- 4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
- 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
 - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
- 5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
- 5.1 Surety in accordance with the terms of the Contract; or
- 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
- 6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.

- 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
- 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
- 7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
- 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
- 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
- 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
- 9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
- 10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. Definitions
- 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor si entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Annette Wisong; Brian McCarter; Edward Mooney; Haley Rhoads; Joseph R Williams; Linda Adams Roberts; Rebecca E Howard; Sarah Hancock

their true and lawful Attomey(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of . 2023

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of August 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Вγ

Kim Lee Commission Number 702737 My Commission Expires April 14, 2024

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of April

. 2024 -

William Claren So.

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC	CONTACT Carrie Hyatt NAME: Carrie Hyatt PHONE FAX				
150 Tom Reeve Dr, Suite B Carrollton GA 30117	PHONE (A/C, No, Ext): 770-214-3626 E-MAIL ADDRESS: Carrie.Hyatt@MatshMMA.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: The Hanover Atlantic Insurance Co LTD	55555			
INSURED	เทรบrer ธ : Clear Blue Insurance Company	28860			
Complete Demolition Services, LLC P.O. Box 176	INSURER c : StarStone Specialty Insurance Company				
Carrollton GA 30112	เพรยุทธก อ : BrickStreet Mutual Insurance Company	12372			
	INSURER E : Aspen American Insurance Company	43460			
	INSURER F: Evanston Insurance Company	35378			

COVERAGES

CERTIFICATE NUMBER: 1728911281

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3
Α	Х	CLAIMS-MADE X OCCUR		L3AJ47953700	7/23/2023	7/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
	Х	Contractual Liab						\$ 5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
8	AUT	TOMOBILE LIABILITY		AQ1YGA00013000	7/23/2023	7/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
		1.0.0000						\$
С		UMBRELLA LIAB X OCCUR		73764U230ALI	7/23/2023	7/23/2024	EACH OCCURRENCE	\$ 5,000,000
	Χ	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
		DED RETENTIONS						\$
D		RKERS COMPENSATION DEMPLOYERS' LIABILITY		WCB1038004	7/23/2023	7/23/2024	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ndatory in NH)	'''`				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If ye	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
E		ASED/RENTED EQUIP LLUTION/PROFES LIAB		IM00X0723 MMAENV003835	7/23/2023 7/23/2023	7/23/2024 7/23/2024	Limit Each Occurence	\$810,000 \$3,000,000
	<u> </u>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is require (GL) Additional Insured-Owners, Lessees or Contractors-Person or Organization Per Form CG2010 12 19 (GL) Additional Insured-Lessor of Leased Equipment Per Form CG 2028 12 19 (GL) Additional Insured-Owners, Lessees or Contractors-Completed Operations Per Form CG2037 12 19 (GL) Additional Insured-Primary and Non-Contributory Per Form GL Enhancement Endorsement 801-0281 03 21 (GL) Blanket Waiver of Subrogation Per Form CG 2404 12 19 (GL) Designated Construction Project(s) General Aggregate Limit Per Form CG 25 03 05 09 (GL) Designated Location(s) General Aggregate Limit Per Form CG 25 04 05 09 (Auto) Blanket Additional Insured Per Form #Q ADLIN_B 08 14

See Attached...

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Horry County Government 100 Elm Street Conway SC 29526

AUTHORIZED REPRESENTATIVE

	AGE	NCY CUSTOMER ID: LOC #:	
		LOC #:	
ACORD [®] ADDITIONA	L REM	ARKS SCHEDULE	Page 1 of 1
AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Complete Demolition Services, LLC P.O. Box 176	
POLICY NUMBER		Carroliton GA 30112	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	
ADDITIONAL REMARKS		•	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,		
FORM NUMBER: 25 FORM TITLE: CERTIFICATE C	OF LIABILITY	INSURANCE	
(Auto) Blanket Waiver of Subrogation Per Form #Q WAIVER-B 08 (WC) Waiver of Subrogation Per Form WC 00 03 13 04 84 Umbrella Follows Form	8 14		
#			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carrie Hyatt PHONE (A/C, No, Ext): 770-214-3626 (A/C, No):				
Carrollton GA 30117	E-MAIL ADDRESS: Carrie.Hyatt@MatshMMA.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: The Hanover Atlantic Insurance Co LTD	55555			
	insurer B : Clear Blue Insurance Company 28				
Complete Demolition Services, LLC P.O. Box 176	INSURER c : StarStone Specialty Insurance Company				
Carrollton GA 30112	INSURER D: BrickStreet Mutual Insurance Company	12372			
	INSURER E : Aspen American Insurance Company	43460			
	INSURER F: Evanston Insurance Company	35378			

CERTIFICATE NUMBER: 233025836 COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL SUI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR		L3AJ47953700	7/23/2023	7/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
,	Х	Contractual Liab					MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
В	AUT	OMOBILELIABILITY		AQ1YGA00013000	7/23/2023	7/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
С		UMBRELLA LIAB X OCCUR		73764U230AL1	7/23/2023	7/23/2024	EACH OCCURRENCE	\$ 5,000,000
	Х	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
		DED RETENTIONS						\$
D		RKERS COMPENSATION EMPLOYERS' LIABILITY		WCB1038004	7/23/2023	7/23/2024	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	idatory in NH)	""		*******		E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If ye	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E F		SED/RENTED EQUIP LUTION/PROFES LIAB		IM00X0723 MMAENV003835	7/23/2023 7/23/2023	7/23/2024 7/23/2024	Limit Each Occurence	\$810,000 \$3,000,000
	l				<u> </u>			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(GL) Additional Insured-Owners, Lessees or Contractors-Person or Organization Per Form CG2010 12 19
(GL) Additional Insured-Lessor of Leased Equipment Per Form CG 2028 12 19
(GL) Additional Insured-Owners, Lessees or Contractors-Completed Operations Per Form CG2037 12 19
(GL) Additional Insured-Primary and Non-Contributory Per Form GL Enhancement Endorsement 801-0281 03 21

(GL) Blanket Waiver of Subrogation Per Form CG 2404 12 19
(GL) Designated Construction Project(s) General Aggregate Limit Per Form CG 25 03 05 09
(GL) Designated Location(s) General Aggregate Limit Per Form CG 25 03 05 09
(GL) Designated Location(s) General Aggregate Limit Per Form CG 25 04 05 09
(Auto) Blanket Additional Insured Per Form #Q ADLIN_B 08 14

See Attached...

		C					

South Carolina Office of Resilience (SCOR) 632 Rosewood Drive Columbia SC 29201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BYER J. KRIMING

ACORD® ADDIT		CY CUSTOMER ID:	Page _ 1 _ of _ 1
AGENCY Marsh & McLennan Agency LLC POLICY NUMBER		NAMED INSURED Complete Demolition Services, LLC P.O. Box 176 Carrollton GA 30112	
CARRIER	NAIC CODE		

Marsh & McLennan Agency LLC		Complete Demolition Services, LLC P.O. Box 176 Carrollton GA 30112		
POLICY NUMBER		Carrollton GA 30112		
CARRIER	NAIC CODE	EFFECTIVE DATE:		
ADDITIONAL REMARKS	l			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	CORD FORM			
FORM NUMBER: 25 FORM TITLE: CERTIFICATE	OF LIABILITY I	NSURANCE		
(Auto) Blanket Waiver of Subrogation Per Form #Q WAIVER-B 0)8 14			
(Auto) Blanket Waiver of Subrogation Per Form #Q WAIVER-B 0 (WC) Waiver of Subrogation Per Form WC 00 03 13 04 84 Umbrella Follows Form				

POLICY NUMBER: L3A J479537 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations					
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

POLICY NUMBER: L3A J479537 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization(s) that leases equipment to you where you have agreed in writing in a contract or agreement that such lessor shall be an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss. The most we

will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement subject to the applicable Limits of Insurance shown in the Declarations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not sh	nown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

Included
Included
Included
Included
\$5,000,000
Included
Included
Included
Included
\$300,000
\$2,500
\$500/day
Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

A. Additional Insured

The following is added to SECTION II – WHO IS AN INSURED:

1. Lessor of Leased Equipment

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- (3) A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. A person's or organization's status as an additional insured under this endorsement ends when their contract, agreement or permit with you for such leased equipment ends
- d. This provision does not apply to any lessor of equipment included as an insured by another endorsement issued by us and made part of this Coverage Part.

2. Managers or Lessors or Premises

a. Any managers or lessors of premises you rent, lease or occupy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

However:

- (3) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. This provision does not apply to any manager or lessor of premises included as an insured by another endorsement issued by us and made part of this Coverage Part.

3. Mortgagee, Assignee or Receiver

a. Any mortgagees, assignees or receivers, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the insured premises by you.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- c. The insurance afforded to such additional insured described above does not apply if the liability is otherwise excluded from coverage under this Coverage Part, including any endorsements.
- d. A person's or organization's status as an additional insured under this endorsement ends when their contract, agreement or permit with you as a mortgagee, assignee or receiver ends.
- e. This insurance does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

4. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- **a.** Any state or governmental agency, or subdivision or political subdivision, subject to the following provision:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (2) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (3) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "productscompleted operations hazard"; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" which is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto; or
- (4) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- c. A person's or organization's status as an additional insured under this endorsement ends when their written contract, written agreement or permit with you ends.
- 5. With respect to the insurance afforded to the additional insureds described in paragraphs A.1. through A.4. above, this insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

6. With respect to the insurance afforded to these additional insureds described in paragraphs A.1. through A.4. above, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a written contract, written agreement, or permit, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

B. Aggregate Limit per Location

- SECTION III LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you, subject to the Total Policy General Aggregate.
- 2. The following is added to SECTION III LIMITS OF INSURANCE:

Total Policy General Aggregate

Subject to Paragraph 1. above, the Total Policy General Aggregate Limit is \$5,000,00. The Total Policy General Aggregate Limit is the most we will pay for the sum of all damage because of "bodily injury", "property damage", and "personal and advertising injury" to which this insurance applies.

- The provisions of SECTION III LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
- 4. For purpose of this coverage only, the following is added to SECTION V DEFINITIONS:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

C. Blanket Waiver of Subrogation

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

D. Liberalization Clause

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium during the policy period, the

broadened coverage will immediately apply to this Coverage Part.

E. Personal Injury - Broad Form

- SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability is deleted.
- SECTION V DEFINITIONS, 14. "Personal and advertising injury", paragraph b. is replaced by the following:
 - Malicious prosecution or abuse of process.
- The following is added to SECTION V DEFINITIONS, 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured;
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
- (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.
- The following is added to SECTION V DEFINITIONS:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY is excluded either by the provisions of the Coverage Form or by endorsement.

F. Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance:

Primary and Non-Contributory

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

G. Property Damage Legal Liability - Broad Form

 SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

- SECTION III LIMITS OF INSURANCE, paragraph 6. is replaced by the following:
 - 6. Subject to paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$300,000; or
- **b.** The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, paragraph (1)(a)(ii) is replaced by the following:
 - (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- 4. SECTION V DEFINITIONS, 9. "Insured contract", paragraph a. is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.
- H. Supplementary Payments Increased Limits SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraphs 1.b. and 1.d. are replaced by the following:
 - 1.b.Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - 1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- I. Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: L3A J479537 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): "PROJECTS WITH WRITTEN CONTRACTS EXECUTED PRIOR TO THE START OF THE PROJECT"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):	
Anywhere in coverage territory	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

POLICY NUMBER: L3A J479537 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization(s) that leases equipment to you where you have agreed in writing in a contract or agreement that such lessor shall be an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss. The most we

will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement subject to the applicable Limits of Insurance shown in the Declarations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 7/23/2023 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YGA000130-00 OF Clear Blue Insurance Company ISSUED TO Complete Demolition Services LLC Castleman LLC

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

\$100.00 FULLY EARNED FLAT CHARGE

Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 7/23/2023 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YGA000130-00 OF Clear Blue Insurance Company ISSUED TO Complete Demolition Services LLC Castleman LLC

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

\$100.00 FULLY EARNED FLAT CHARGE

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description				
AL	Any party with whom the insured agrees to waive subrogation in a written contract.				
TN	Any party with whom the insured agrees to waive subrogation in a written contract.				
GA	Any party with whom the insured agrees to waive subrogation in a written contract.				
sc	Any party with whom the insured agrees to waive subrogation in a written contract.				

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:	Policy Number:	Endorseme	nt No.:
Insured Name:		Pre	omium:
Insurance Company:			
	_		

Countersigned by

WC 00 03 13

(Ed. 4-84)

Spivey, Barry

From:

Tranter, Beth

Sent:

Tuesday, April 30, 2024 3:57 PM

To: Subject: Spivey, Barry FW: Buyout Demolition

FYI

From: Tranter, Beth

Sent: Thursday, April 25, 2024 1:35 PM

To: Gilreath, David <Gilreath@horrycountysc.gov>

Subject: RE: Buyout Demolition

David,

There are 33 homes in this batch. I need to make some updates to Batch 2 below based on recent acquisitions, but the following list gives you an idea of the split. DHEC has directed us to demolish in batches of 5.

5 homes in the area, 3 purchased by SC DRO and 2 that I purchased with Community Development funds, have already been demolished.

Please let me know if you need any additional information.

Best regards, Beth

#	BATCH ONE	#	BATCH TWO	OWNER
		1	1027 STARCREEK CIR	FERGUSON WILLIAM R & SHIRLEY J
		2	1034 Starcreek Circle	PAUGH, RICHARD
1	1049 Starcreek Circle			JONES, JOANN F
2	1050 Starcreek Circle			VINNY INC
		3	1051 Starcreek	WILLIAMSON, BENJAMIN M ETAL
3	1053 Starcreek Circle			MOONEY, WILLIAM P JR
4	1057 Starcreek Circle			HAVILAND, TODD A
5	1062 Starcreek Circle			SONDAY, VICKI ANN
6	1063 Starcreek Circle			FRABONI, JOHN O & LINDA M
		4	1073 Starcreek Cr	707 Property Holdings
		5	1077 Starcreek Circle	HUDON, EMILY
		6	1081 STARCREEK CIR	FALZONE DEANNA ETAL
7	1088 Starcreek Circle***			KRAMER, TOM J
		*	4680 ORANGEWOOD CT (Vacant Lot)	SPEARBECK, NED DEVER
		7	4686 Orangewood Ct	MANNING CHARLES JOSEPH
8	4699 Peachwood Ct			HAMMOCK, JOHN
		8	4700 Cottonwood Dr	HANSON, FRANCIS

9	4701 White Pine Dr			GARDNER PATRICK W ETAL
10	4715 White Pine Dr			KRUPA, MELISSA
11	4720 White Pine Dr			STUKES, TAMEGA D
12	4729 White Pine Dr			CORTES, PABLO A & JAZMIN VEGA
13	4730 White Pine Dr			TRAUB, MICHAEL
14	4745 White Pine Dr			VEGA, VIVIEN
15	4746 White Pine Dr			KRAJC, JOHN S
		9	4770 White Pine	KYRIAZIS DELIA JILLIAN
16	4779 White Pine Dr	460		GRANT, SHAINDELL LYNN
17	4780 White Pine Dr			GOFF, MICHAEL L
	4700 White Fine Di	10	4770 Cottonwood	TURANO ROCCO ETAL
18	4779 Cottonwood Dr	10	4770 Cottonwood	KINIRY, KEVIN C & DONNA M
19	5719 Rosewood Dr			SMITH, DARRELL K
20	5777 Rosewood Dr			TOLLIVER, JAMES M
21	5799 Rosewood Dr			TURBEVILLE, CLELIA
21	3799 Rosewood DI			BOWEN ABRIANNA ETAL; FEAR
		11	5811 ROSEWOOD DR	JACOB
		12	5831 Rosewood Drive	GROOMS TERRY WAYNE ETAL
		13	5843 Rosewood Drive	CARVER PATRICIA S & JERRY W
22	5885 Rosewood Dr			RANDALL, TABATHA M ETAL
23	5906 Rosewood Dr***			BEVERLY, WESLEY G ETAL
		14	5924 Rosewood Drive	DECENSO GIOVANNA SENZARIN
24	5767 Dogwood Circle			TSAO, BRENDA J
25	5778 Dogwood Circle			WARDEN OLDORFF, JENNIFER
26	5782 Dogwood Circle			SEBALD, DOUGLAS H & ZEBBIE L
27	5786 Dogwood Circle			HIKMAT, JORDAN Y
28	5790 Dogwood Circle			REID, JOSEPH B
20	3730 Dogwood circle	15	617 W OAK CIRCLE DR	WETZEL STEVEN L ETAL
29	621 W Oak Circle			FARGINO, ROBERT J ETAL
23	OZI W GUNGING	16	633 W OAK CIRCLE DR	KLINGER DANA R
30	641 W Oak Circle		oss W s/IR sincer bit	BARFIELD, RUSSEL AND ANGELA
31	644 W Oak Circle			ELLINGER, COURTNEY B
31	044 W Oak Circle	17	645 W Oak Circle Dr	CHENOWETH ALLEN ETAL
32	649 w OAK CR		043 W Ouk Girele Bi	SMITH, PETER DAVID ETAL
32	049 W OAK CIT	18	653 W Oak Cr Dr	MORSE GAVIN & ADAM
		19	654 W Oak Circle Dr	JONES GERALD W JR
		20	657 West Oak Circle Drive	HECKENBERGER RICHARD H ETAL
22	661 W Oak Circle	20	037 West Oak Circle Drive	CUNNINGHAM, DAVID C
33	661 W Oak Circle	24	CCT W Ook Circle Dr	
		21	665 W Oak Circle Dr	SAMMONS JESSE LEE ETAL
		22	914 Shem Creek Cr	VON STRAUSS, KURT
		23	916 Shem Creek Cr	NYITRAY PAUL R ETAL
		24	926 Shem Creek Circle	WILLIAMSON, SCOTT & SUSAN

Elizabeth Tranter | Director

Horry County Government

Community Development & Grants 100 Elm Street, Conway, South Carolina 29526

Tel: (843) 915-7036 | Fax: (843) 915-6184 | tranter.elizabeth@horrycountysc.gov

www.horrycountysc.gov

From: Gilreath, David <Gilreath@horrycountysc.gov>

Sent: Thursday, April 25, 2024 1:09 PM

To: Tranter, Beth < Tranter. Elizabeth@horrycountysc.gov >

Cc: Gilreath, David < Gilreath@horrycountysc.gov >

Subject: RE: Buyout Demolition

Beth,

Remind me how many homes is this demo contract for.

Sincerely,
David Gilreath, P.E. | Assistant County Administrator
Horry County Government
4401 Privetts Road, Conway, South Carolina 29526
Tol 843 215 5160 | Fay 843 265 0671 | Filreath@horryco

Tel <u>843.915.5160</u> | Fax <u>843.365.0671</u> | <u>gilreath@horrycountysc.gov</u>

www.horrycountysc.gov

From: Tranter, Beth

Sent: Thursday, April 25, 2024 10:45 AM

To: Bell, Thomas < Bell.Thomas@horrycountysc.gov>; Moskov, Mikayla < Moskov.Mikayla@horrycountysc.gov> Cc: Gilreath, David < Gilreath@horrycountysc.gov>; Webster, Randy < websterr@horrycountysc.gov>; Smith, Sharon

<Smith.Sharon@horrycountysc.gov>

Subject: Buyout Demolition

Thomas and Mikayla,

Please see below regarding a possible timeline and communications regarding the Buyout demolition. I will keep you posted as I receive updates regarding the schedule and other related logistics.

Best regards, Beth

Elizabeth Tranter | Director

Horry County Government

Community Development & Grants

100 Elm Street, Conway, South Carolina 29526

Tel: (843) 915-7036 | Fax: (843) 915-6184 | tranter.elizabeth@horrycountysc.gov

www.horrycountysc.gov

From: Miramonti, Nancy < Nancy.Miramonti@scor.sc.gov >

Sent: Thursday, April 25, 2024 10:21 AM

To: Tranter, Beth < <u>Tranter.Elizabeth@horrycountysc.gov</u>> Cc: Smith, Sharon < <u>Smith.Sharon@horrycountysc.gov</u>>

Subject: RE: [External] Demolition

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I will be sending the contract over to the winning bidder today. The company is Complete Demolition Services, LLC. There is around a 10-day period for them to return the contract and bond documents back to us. I will be requesting their schedule and schedule of values while they review the contract. If they and their bonding company act quickly, it is possible demo could start in around three weeks. If there is a delay, which could be possible because this bid was so much lower than the other bidders, it would possibly start in six weeks. These are estimates, but I think they are accurate. If the bonding company doesn't bond them, then that would throw a wrench in everything and could possibly lead us to going to the next lowest bidder. (The company currently has jobs with SC DOT, so I feel strongly that things should proceed forward.)

As soon as I get the timeline from the bidder, I will share with you. In the meantime, if you want to relay the winning bidder has been selected for the project, feel free to post it on any social media outlets. If things go awry, we will be transparent about the process and keep the community updated.

As an aside, I sent out letters to adjacent neighbors a few weeks ago advising what fences would remain/be demolished, so there has been communication that we are gearing up for the demolition. Hopefully, they have shared this with their neighbors.

Hope this is helpful. Thanks,



Nancy Miramonti

Mitigation Buyout Program Manager **South Carolina Office of Resilience** 632 Rosewood Drive, Columbia, SC 29201 (803) 667-7360





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From: Tranter, Beth < Tranter. Elizabeth@horrycountysc.gov>

Sent: Wednesday, April 24, 2024 3:15 PM

To: Miramonti, Nancy < Nancy.Miramonti@scor.sc.gov > Cc: Smith, Sharon < Smith.Sharon@horrycountysc.gov >

Subject: [External] Demolition

Nancy,

Just wanted to touch base regarding how you wanted to "get the word out" on the timeline for demolitions, etc. The question is less about those who have been bought out than it is about the residents who still live in the neighborhoods. We have noticed some online postings recently regarding concerns that the houses have not yet been demolished and that an update has not been provided.

Your thoughts on this are appreciated.

Best regards, Beth

Elizabeth Tranter | Director

Horry County Government

Community Development & Grants 100 Elm Street, Conway, South Carolina 29526

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2 May 2024

Ms. Elizabeth Tranter
Horry County Community Development Director
VIA EMAIL TRANSMISSION

RE: Horry County Buyout Demolition

Dear Beth,

I am following up on your inquiry relating to the SC Office of State Engineer (SCOSE) AIA forms. I am confirming that as the project funder SCOR will continue to pay valid invoices for this buyout project. As a state agency, SCOR is required to go through the Office of State Engineering for procurement purposes. The AIA forms are part of the state's required procurement process. The AIA document set is not an effort to transfer payment responsibility to Horry County. These forms are quite extensive and while they are required, they do not easily fit within our type of project where we remain responsible for payments, but another entity owns the infrastructure or land. The same is true for our infrastructure projects.

As you pointed out, Horry County is the named Owner in the documents instead of SCOR. The county must be listed as owner since it is the named title holder for the acquired properties. The acquired properties were similarly paid for by SCOR. SCOR is not a property owner in any of our projects. Please note though, as the funding source, SCOR may act as Horry County's representative.

You raise a good question about the document set format and I understand that you want to ensure SCOR will be responsible for payments for demolition services. I am confirming that SCOR is responsible for the project payments. SCOR is financially obligated to provide funding and payments for all services and acquisitions related to the project, less required leverage funds. I understand the Horry County leverage funds commitment has been met. SCOR will continue to issue payments from the awarded CDBG-MIT funds for the demolition services, as is done with all other invoices and closings.

If you have any further questions, please do not hesitate to let Nancy or me know. We look forward to entering the demolition phase of this project.

Sincerely

Eric G. Fosmire

Chief of Staff and General Counsel

Eric.Fosmire@scor.sc.gov

803-822-9580