

**SCOR CONTRACT  
PROFESSIONAL CONSULTANT SERVICES – APPRAISER**



**AGENCY:** South Carolina Office of Resilience

**PROJECT NAME:** Horry County Buyotus

**PROJECT NUMBER:** BP-20-2600-01

**APPRAISAL CONSULTANT:** Asbestos Inspections, LLC

**ADDRESS:** 4686 Pee Dee Highway, Conway SC 29527

In consideration of the mutual covenants and obligations set forth herein, the Agency and Appraisal Consultant (hereinafter jointly referred to as the "parties") agree to the following:

**A. CONTRACT DOCUMENTS**

1. Documents forming a part of this contract, are in order of precedence
  - a. This SCOR Contract, Professional Consultant Services – Asbestos Testing.
  - b. Appraisal proposal describing services to be provided for this project, the associated billing rates for the Appraiser and its consultants, and the project Reimbursable items.
  - c. Supplemental Conditions, attached if applicable. N/A
  - d. The following other documents: Letter of Engagement dated 1.11.23
2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

**B. REPRESENTATIVES**

**1. Agency's Representatives**

South Carolina Office of Resilience (SCOR) is the Agency and designates the individual listed below as its Representative, which individual shall have the authority to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization.

**NAME:** Eric G. Fosmire

**TITLE:** Chief of Staff and General Counsel

**ADDRESS:** 632 Rosewood Drive Columbia SC 29201

**TELEPHONE:** 803-822-9580

**FAX:** 803-771-2887

**EMAIL:** Eric.Fosmire@SCOR.SC.GOV

The term "Agency" means the SCOR or the SCOR's Designated Representative.

**2. Consultant's Representatives**

Consultant designates the individual listed below as its Consultant's Representative, which individual shall have the authority to bind the Consultant with respect to all matters regarding the Contract and requiring the Consultant's approval or authorization:

**NAME:** Dawn Schoolcraft

**TITLE:** Owner/Inspector

**ADDRESS:** 4686 Pee Dee Highway, Conway SC 29527

**TELEPHONE:** 843-397-7008

**FAX:** \_\_\_\_\_

**EMAIL:** dschoolcraft1978@gmail.com

The term "Consultant" means the Appraiser or the Appraiser's Designated Representative.

3. Neither the Agency nor the Consultant shall change their representatives without ten days written notice to the other party.

### **C. CONSULTANT RESPONSIBILITIES**

1. The Consultant shall provide professional services as set forth in this Contract consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality region under the same or similar circumstances.
2. The Consultant represents that its' team is properly licensed in the jurisdiction where the Project is located to provide the services required.
3. The Consultant's responsibilities commence with the award of this Contract and terminate with the payment of the final invoice by the Agency.

### **D. INSURANCE**

1. The Consultant shall procure and maintain in effect during the term of this Contract the insurance coverage described below, which insurance shall be placed with insurance companies authorized to do business in the State of South Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved by Agency.
  - a. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate. Consultant shall maintain this coverage in effect during the term of this Contract and for five (5) years after the date of completion of services provided under this Contract. Consultant shall give prompt written notice to Agency of all claims made against this policy during the period in which this policy is required to be maintained.
  - b. Worker's Compensation Insurance as required by the State of South Carolina with statutory limits.
  - c. Employers' Liability Insurance with limit of no less than \$1,000,000 per accident.
  - d. Automobile Liability Insurance: Insurance Services Offices (ISO) Form CA 00 01 covering Code 1 (any auto), or if Consultant has no owned automobiles, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury and property damage.
  - e. Commercial General Liability Insurance (CGL): ISO Form CG 00 01 12 07 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. The Contract shall be considered to be an "insured contract" as defined in the policy.
2. The Consultant agrees to require subcontractors to comply with the insurance provisions required of Consultant pursuant to this Contract unless Consultant and Agency mutually agree to modify these requirements for Consultants whose work is of relatively small scope. The Consultant agrees that it will contractually obligate its subcontractors to advise Consultant promptly of any changes or lapses of its requisite insurance coverages and Consultant agrees to promptly advise Agency of any such notices Consultant receives from its subcontractors. The Consultant agrees that it will contractually obligate its subcontractors to indemnify and hold harmless the Agency to the same extent that the Consultant is required to do so as provided in this Contract.
3. The Consultant shall provide certificates of insurance to the Agency that evidence compliance with the requirements in this Section.
4. Additional Insured Obligations
  - a. To the fullest extent permitted by the law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Agency, its officers, officials, employees, and volunteers, as additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Agency's insurance policies and shall apply to both ongoing and completed operations.
  - b. Prior to performing services, and thereafter upon replacement of each required policy of insurance, the Consultant shall provide to the Agency a written endorsement to the Consultant's General Liability Insurance policy that (i) names the Agency, its officers, officials, employees, and volunteers, as additional insureds, and (ii) states that coverage shall not be cancelled, except with notice to the Agency.
  - c. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Consultant with reasonable promptness.

### **E. INDEMNIFICATION**

1. Without limitation and notwithstanding any provisions in this Contract, the Consultant shall indemnify and hold harmless the Indemnitees for and against claims, damages, losses and expenses (including attorney's fees) asserted by a third party against an Indemnitee arising out of or resulting from negligent acts or omissions of the Consultant, a subcontractor, anyone

directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The Consultant shall not be required to indemnify an Indemnitee to the extent the Indemnitee's damages result from the Agency's own negligence.

2. Such obligation shall not be construed to negate, abridge, or reduce any other rights, including any other obligations of indemnity, which would otherwise exist as to a party or person described in this Section. As used in this Section, "Indemnitees" means the State (including its instrumentalities, agencies, departments, boards, and political subdivisions), the contractor, the subcontractor at all tiers, and the officers, agents and employees of all the forgoing.

#### **F. APPRAISAL SERVICES**

1. The Consultant shall be fully responsible for coordinating all services under this Contract regardless of whether performed by its own employees or by subcontractors hired by Consultant to perform a portion of its' services.
2. The Consultant shall be responsible to the Agency for the services furnished to the Consultant by any subcontractor to the same extent as if the Consultant had furnished the service itself. Consultant also agrees to coordinate and resolve any inconsistencies in its work and the work of its subcontractors. All of Consultant's contracts with subcontractors shall be in writing, signed by both parties, and shall include the following provision: "The Agency is intended to be a third-party beneficiary of this Contract."
3. The Consultant shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation and reports as required by the Agency to maintain a comprehensive record. The State Project Number and Name as noted above shall be shown on all documents.
4. Any reference in the Contract Documents to the Consultant taking action or rendering a decision with a "reasonable time" or "reasonable promptness" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.
5. Work Product Documents
  - a. The Work Product to be accomplished and submitted to the Agency shall be as defined in the Contract Documents.
  - b. The Consultant shall submit to the Agency properly completed documents in the number and form requested for review and approval.
  - c. The Agency approval of all documents or other matters required herein shall not relieve the Consultant of their professional duty of care in the preparation of the Work Product for compliance with the requirements of applicable statutes, regulations, codes, and industry standards.
6. Additional Services
  - a. The Consultant may provide Additional Services after execution of this Contract without invalidating the Contract. Except for services required due to the fault of the Consultant, any Additional Services provided shall entitle the Consultant to compensation pursuant to negotiations and an appropriate adjustment in the Consultant's schedule.
  - b. The Consultant shall not proceed to provide Additional Services until the Consultant receives the Agency's written authorization.

#### **G. AGENCY'S RESPONSIBILITIES**

1. The Agency shall review the Work Product and shall submit its written approval to the Consultant.
2. The Agency shall provide prompt written notice to the Consultant if the Agency becomes aware of any fault or defect, including errors, omissions or inconsistencies in the Consultant's Work Product.
3. The Agency shall include the Consultant in all communications that relate to or affect the Consultant's services or professional responsibilities. Communications by and with the Consultant's subcontractors shall be through the Consultant.

#### **H. CLAIMS AND DISPUTE RESOLUTION**

1. All disputes, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Consultant agrees that any act by the State regarding the Contract is not a waiver or either the State's sovereign immunity of the State's immunity under the Eleventh Amendment of the United States Constitution. As used

herein, the phrase "the State" includes the Agency, any governmental entity transacting business with the Consultant pursuant to the Contract, and the State Fiscal Accountability Authority.

2. Consultant consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgement on any award made, may be served on Consultant by certified mail (return receipt requested) addressed to Consultant at the address provided in the Contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
3. The Consultant and Agency waive claims against each other for listed damages arising out of or relating to this Contract.
  - a. For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section K.5, (viii) lost revenue and profit lost use of the property, (ix) costs resulting from lost productivity or efficiency.
  - b. For the Consultant, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section K.5, (vii) unamortized equipment costs; and (viii) losses incurred by the Consultant's subcontractors for the types of damages the Consultant has waived as against the Agency.
4. Continuation of Work: Pending resolution of a claim or dispute, the Consultant shall proceed diligently with the performance of its services under this Contract, and Agency shall continue to make payments in accordance with this Contract for all services rendered by Consultant which are not the subject of the claim or dispute.

## **I. TERMINATION OR SUSPENSION**

1. Agency Right of Suspension:
  - a. The Agency may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Agency. The Consultant shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default, failure, or neglect by the Consultant.
  - b. When the Work, in whole or in part, is resumed, the remaining amount payable to the Consultant may be equitably adjusted to reflect reasonable costs actually incurred by the Consultant due to delay or interruption resulting from such suspension.
  - c. If the suspension exceeds ninety (90) consecutive days, the Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
2. Agency Right of Termination:
  - a. Termination for Cause: If the Consultant defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the Consultant. If the Consultant fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
  - b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the Consultant for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.
3. Consultant Right of Termination:
  - a. The Consultant may terminate the contract if Work is stopped through no fault of the Consultant, or other persons performing work either directly or indirectly for the Consultant, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
  - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments, if the Agency fails to make payments to the Consultant as set forth in Section K and any other applicable provisions of the Contract and Contract Documents, the Consultant may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services actually performed, including reasonable overhead, profit and damages applicable to these services performed through the date thereof.

4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, Consultant shall promptly provide Agency with all documents, reports, research, or appraisals completed or in progress on the date of termination in electronic format. The Agency has the right to use the Consultant's Work Product in the event of a termination of this Contract.

#### **J. MISCELLANEOUS PROVISIONS**

1. **Governing Law:** The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules.
2. This Contract is formed pursuant to and governed by the laws, codes, and applicable regulations of South Carolina.
3. **Severability:** If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provisions or part were deleted. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
4. **Economic Conflict of Interest:** The Consultant shall not have or exercise any official responsibility regarding a public contract in which the Consultant, or a business with which he is associated, has an economic interest. A person working for the Consultant shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or their family members have an economic interest. If the Consultant is asked by any person to violate, or does violate, either of these restrictions, the Consultant shall immediately communicate such information to the Agency representative. The state may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility," and "person" have the meanings provided in S.C. Code Ann § 8-13-100.
5. **Drug-Free Workplace:** The Consultant must comply with the Drug-Free Workplace Act, S.C. Code Ann §§ 44-107-10, et seq. The Consultant certifies to the Agency that Consultant will provide a Drug-Free Workplace, as defined by S.C. Code Ann §§ 44-107-20(1).
6. **False Claims:** According to SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
7. **Non-Indemnification:** It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations per S.C. Code Ann. § 11-9-20. It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year per S.C. Code Ann. § 1-1-40.
8. **Assignment:** The Agency and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither the Agency nor the Consultant shall assign this Contract without the written consent of the other. This contract is NOT transferable, or otherwise assignable, without the written consent of the Agency Representative; provided, however, that a contractor may, upon written approval, assign monies receivable under this contract after due notice from the contractor to the Agency.
9. **Force Majeure:** In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Contract as a result any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, or any other cause beyond the reasonable control of the Consultant, the time for completion of Consultant's work shall be extended by the period of resulting delay.
10. **Open Trade Representation:** By signing this Contract, Consultant represents that Consultant is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code § 11-35-5300. During the contract term, including any renewals or extensions, Consultant will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

#### **K. COMPENSATION**

1. **Basic Services:**

The Agency shall compensate the Consultant for the services rendered as described in the Contract Documents in Section A and shall not exceed the amount of: \$16,500 (\$550/house)

**2. Additional Services:**

The Agency shall compensate the Consultant for Additional Services rendered as described in the Contract Documents in Section A in the amount of: \$549.90 if additional samples are required. SCOR will be notified prior to additional testing.

**3. Reimbursable Expenses:**

For Reimbursable Expenses the compensation shall be the actual costs incurred by the Consultant and the Consultant's subcontractors. The Consultant and the Consultant's subcontractors shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.

The Agency shall compensate the Consultant for Reimbursable Expenses described in the Contract Documents in Section A as a not-to-exceed amount of: \$ N/A

4. Unless authorized in writing by the Agency prior to incurring the expenses, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
5. Progress Payments. Payments for services shall be made upon completion of the service performed and invoiced accordingly. The Agency shall make payments to the Consultant of undisputed amounts due for services performed by the Consultant within twenty-one (21) days of receipt of the Consultant's invoice. The Consultant shall make progress payments to the subcontractors within seven (7) days of the receipt by the Consultant of each payment from the Agency.
6. The Agency shall not withhold amounts from the Consultant's compensation to impose a penalty.

**AGENCY:**

BY: 

(Signature of Representative)

PRINT NAME: Eric G. Fosmire

PRINT TITLE: Chief of Staff / General Counsel

DATE: 13 FEB 2023

**CONSULTANT:**

BY: 

(Signature of Representative)

PRINT NAME: Dawn Schoolcraft

PRINT TITLE: Owner/Title

DATE: 2/10/23



January 11, 2023

South Carolina Office of Resilience  
632 Rosewood Drive  
Columbia, SC 29201

**Subject: Proposal for Asbestos Testing  
Horry County House Buyout  
Horry County, South Carolina  
Proposal # 2023-002**

Asbestos Inspections, LLC appreciates this opportunity to provide this proposal for approximately 40 houses located throughout the Horry County, South Carolina. We understand that the South Carolina Office of Resilience is requesting this proposal for Asbestos Testing. We have provided a price per house as we are unsure as to how many houses will be included in this project. Our price is based upon houses that we have completed in the past similar to this project.

The Environmental Protection Agency (EPA) and South Carolina Department of Environmental Control (SCDHEC) requires asbestos surveys be conducted by EPA accredited individuals, prior to renovation and/or demolition projects.

### **Asbestos Inspection and Assessment**

The proposed asbestos inspection and assessment will consist of obtaining representative samples of each suspect ACM associated with the planned renovations as well as a visual assessment of each suspect building material. The samples will be collected and submitted for 5-day turnaround time to a Polarized Light Microscopy (PLM) laboratory for identification of asbestos type and content. Suspect non-friable organically bound materials exhibiting negative results via PLM, will be analyzed by Transmission Electron Microscopy (TEM via EPA 600 Method), as required by the SCDHEC. The TEM samples will be submitted for 5-day turnaround time. The analytical laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) which is administered by the National Institute of Standards and Technology (NIST).

Roof samples will be included in our full inspection. If there is a suspect roof that requires samples, we will patch our sample locations. However, these are temporary patches, and we are not responsible for future leaks that may occur.

Destructive investigative techniques will be required to obtain bulk samples of suspect ACM. Please understand that the potential for additional suspect ACMs may not be visible or easily accessible during the inspection (such as pipe chases, wall voids, areas deemed unsafe, etc.).

### **Reporting**

Once the fieldwork and laboratory analysis are complete, a final report will be prepared and submitted to you which will include:

- Project information,
- Assessment information,

Asbestos Inspection Proposal  
Horry County House Buyout  
Proposal # – 2023 002

- Findings (to include the following),
- Type of material, condition, and quantity of confirmed ACMs,
- Summary table with condition of each painted material sampled and analyzed,
- Labeled photographs of each sampled area,
- Diagram illustrating bulk sample locations and confirmed ACMs, and
- Conclusions and recommendations.

In order to provide these services, the client must provide written authorization to proceed and provide unrestricted access to the project.

### **Schedule and Fee**

The price per house can be done for **\$550.00/house** as outlined in our attached cost breakdown. This price includes **30 PLMs** and **8 TEMs** as estimated based on projects that we have completed similar to this project. Should additional samples be needed, they will be charged at the rates outlined in the attached cost estimate breakdown. However, you will be contacted prior to accruing additional charges. Turnaround time for laboratory analysis is 10-11 days, which includes shipping. Our report can be provided approximately 2 days following receipt of all laboratory analysis.

Please indicate your acceptance of this proposal by signing and returning the attached cost estimate breakdown. We will then proceed with the services outlined above. If you choose to accept this proposal by email, your reply email acceptance will act as your representation that you have reviewed the proposal and the Service Contract and accept both as written.

I truly appreciate this opportunity to submit this proposal for asbestos consulting services. Should you have any questions or concerns regarding the outlined information, please feel free to contact me at (843) 397-7008 or (843) 995-5197.

Sincerely,

*Dawn Schoolcraft*

Dawn Schoolcraft  
Owner/Inspector

Attachment: Service Contract





**Service Contract**

<b>Date:</b>	<b>1-11-23</b>	<b>Proposal #:</b>	<b>AI-2023-002</b>	<b>Date:</b>	<b>1-11-23</b>
<b>Consultant:</b>	<b>Asbestos Inspections, LLC</b>	<b>Client:</b>	<b>Ms. Nancy Miramonti with South Carolina Office of Resilience</b>		
<b>Address:</b>	<b>4686 Pee Dee Hwy.</b>	<b>Address:</b>	<b>632 Rosewood Drive</b>		
<b>City:</b>	<b>Conway</b>	<b>City:</b>	<b>Columbia</b>		
<b>State:</b>	<b>SC</b>	<b>Zip:</b>	<b>29527</b>	<b>State:</b>	<b>South Carolina</b>
<b>Telephone:</b>	<b>843-397-7008</b>	<b>Telephone:</b>	<b>803-667-7360</b>		
<b>Fax:</b>		<b>Fax:</b>			
<b>Email:</b>	<b>dschoolcraft1978@gmail.com</b>	<b>Email:</b>	<b>Nancy.Miramonti@scor.sc.gov</b>		

This Services Contract is incorporated into the above referenced Proposal.

<b>Project Name:</b>	<b>Horry County House Buyout</b>				
<b>Project Location:</b>	<b>Horry County</b>				
<b>City:</b>	<b>Various Cities</b>	<b>State:</b>	<b>South Carolina</b>		

**1. Acceptance**

Client accepts this offer by Consultant to provide Services as contained in Consultant's Proposal and agrees that Services and any additional Services authorized by Client will be governed by the terms of this Contract.

**2. Payment**

Client will pay Consultant for Services and expenses as outlined in Consultant's Proposal. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Attorney's fees and other costs accrued in collecting past due amounts shall be paid by the Client. The Client's obligation to pay is not dependent on the Client's ability to obtain financing payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the project.

**3. Standard of Care**

Consultant, employees and subcontractors will try to perform the Services for Client with the same degree of care and skill typically performed by consultants practicing in the same discipline at the same time and location. Promptly inform the Consultant should any portion of the Services fail to comply with this standard. Consultant will re-perform the questionable portions of the Services, or if not able to re-perform, Consultant will refund the amount of compensation paid for such portion of the Services rendered.

**4. Limitation of Liability**

Consultant's liability responsibility to Client, is limited to \$100,000. This Liability applies to all lawsuits, claims or actions, identified as arising in tort, negligence, professional errors and omissions, breach of warranty, negligent misrepresentation, and strict liability, Consultant's indemnity obligations to Client related to the Services provided in this Contract and any continuation or extension of my services.

**5. Reports**



Consultant shall deliver to Client one or more reports reflecting Services provided and the results of the Services. Reports or written documents provided to the Client following this Contract are provided for the exclusive use of the Client, Client's agents and employees for the Project. They are not to be used or relied upon by third parties or in connection with other projects.

**6. Safety**

Consultant is solely responsible for the safety and health of Consultant's employees and lower tier subcontractors. Should Client, or third parties, be conducting activities on Site, then each will have responsibility for their own safety.

**7. Client Obligations**

- Client warrants that all information provided to Consultant in respect to the Project are accurate to the best of the Client's knowledge.
- Client agrees to furnish Consultant, a right-of-entry and any authorizations needed for Consultant to enter onto the project to perform the Services included in this Contract.
- Consultant will take precautions to minimize damage to the Project from Consultant's activities.

Client shall indemnify Consultant from all claims, suits, losses, personal injuries, death, and property liability arising from Client's breach of any of the obligations set forth in this section.

**8. Termination**

Client or Consultant may terminate the performance of any further Services included in this Contract by written notice. Upon receipt of termination by either party, Consultant will stop work on all Services included in this Contract and deliver any Service completed at that time to the Client. The Client shall pay Consultant within thirty (30) days for all Services performed up to receipt of termination.

**9. Unforeseen Conditions or Occurrences**

Should any unforeseen hazardous substance, material, element, or constituent or other unforeseen conditions occurrences are encountered which significantly affects the Services, the risk involved in providing the Services, Consultant will promptly notify Client.

**10. Dispute Resolution**

Consultant may pursue collection of past due invoices by litigation in a court of competent jurisdiction.

Client:	<u>Nancy Miramonti</u>	<b>Asbestos Inspections, LLC</b>
By:(Signature)	_____	By:(Signature) <u>Dawn Schoolcraft</u>
(Print Name)	_____	(Print Name) <u>Dawn Schoolcraft</u>
Date:	_____	Date: <u>1-11-23</u>
Proposal #:	<u>AI-2023-002</u>	

*Client's EMAILED or DIGITAL signature to be treated as original signature.*

Asbestos Inspections, LLC  
 4686 Pee Dee Hwy.  
 Conway, SC 29527 US  
 843-995-5197  
 dschoolcraft1978@gmail.com  
 www.asbestosinspectionsllc.com

**Service Quote**  
**2023-002**



**ADDRESS**  
 South Carolina Office of  
 Resilience  
 632 Rosewood Drive  
 Columbia, SC 29201

<b>DATE</b> 01/10/2023	<b>TOTAL</b> \$549.90
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ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Horry County House Buyout			
<b>Asbestos Testing</b>	Fieldwork	2	35.00	70.00
<b>Lab Analysis</b>	PLMs - 5 day turnaround	30	5.73	171.90
<b>Lab Analysis</b>	TEMs - 5 day turnaround	8	31.00	248.00
<b>Reporting</b>		2	30.00	60.00

Should additional samples be required, they will be charged at the rates outlined above. However, you will be contacted prior to accruing additional charges.

To accept this quotation, sign here and return

**TOTAL** **\$549.90**

THANK YOU.

Accepted By *Nancy Macramonti* Accepted Date *1.25.23*  
*Scott*  
*Mitigation Buyout Program Manager*

Make all checks payable to Asbestos Inspections, LLC. Payment is due within 30 days. Upon request, a Paypal invoice may be accepted at a Service Charge of 1.45%.

If you have any questions concerning this invoice, contact Dawn Schoolcraft | 843-397-7008 | dschoolcraft1978@gmail.com

