

Town of Edisto Beach

Jane S. Darby, Mayor

Administration

Iris Hill, Town Administrator
Deborah Hargis, Municipal Clerk



Council Members

Jerome Kizer
Crawford Moore
Patti Smyer

December 21, 2020

Mr. Michael Dennis
Maners Building Supply
7188 Cross County Road
North Charleston, SC 29418

Subject: RFP No. 2020-07 Fence Installation
Notice to Proceed

Dear Mr. Dennis:

The above referenced project was approved during regular session of Town Council on December 10, 2020.

This letter serves as notice to proceed for RFP No. 2020-07 Fence Installation. A copy of the executed agreement has been submitted with this letter. I will be the project manager for this project and my email is ihill@townofedistobeach.com. My number is 843-324-2367.

All insurance certificates and W-9 have been received. You can obtain a business license from the Building Department at 843-869-2505 x 203. The estimated cost is \$294.80 and the license must be obtained before beginning work. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Iris Hill".

Iris Hill
Town Administrator

cc Krystal Parsons, Finance/Budget Analyst

Town of Edisto Beach

Jane S. Darby, Mayor

Administration
Iris Hill, Town Administrator
Deborah Hargis, Municipal Clerk

Council Members
Jerome Kizer
Crawford Moore
Patti Smyer



December 11, 2020

Mr. Michael Dennis
Maners Building Supply
7188 Cross County Road
North Charleston, SC 29418

Subject: RFP No. 2020-07 Fence Installation
Notice of Award

Dear Mr. Dennis:

The above referenced project was approved during regular session of Town Council on December 10, 2020.

This letter serves as notice of award for RFP No. 2020-07 Fence Installation. I have submitted an electronic copy of the contract based on the bid amount. Please print and sign two contracts and return for the execution by the Town. I will be the project manager for this project and my email is ihill@townofedistobeach.com. My number is 843-324-2367.

Please submit insurance certificates including worker's compensation, a business license and W-9 form with the contract. You can obtain a business license from the Building Department at 843-869-2505 x 203. We look forward to working with you on this project.

Sincerely,

Iris Hill

Town Administrator

cc Krystal Parsons, Finance/Budget Analyst

**TOWN OF EDISTO BEACH
EDISTO BEACH, SOUTH CAROLINA**

 **ORIGINAL**

This agreement made this 11th day of December, 2020, by and between the Town of Edisto Beach, South Carolina, herein known as the Owner, and Maner's Building Supply, hereinafter known as the Contractor.

WITNESS: That the Contractor and the Owner agree as follows:

1. That the Contractor will furnish all labor and materials needed to perform fence installation (RFP No. 2020-07) at 2502 and 2503 Lee Street according to the specifications in the bid package for said project, a copy of which is attached to this agreement as Exhibit A and incorporated fully by reference, and as amended and agreed to by Owner and Contractor. Labor shall be performed in a workmanlike manner in accord with industry standards and customary practices. Upon completion of the work, Contractor shall return the site to clean useable condition to the satisfaction of Owner.
2. The Contractor will allow Owner or other interested parties to inspect all work and materials at all times providing contract oversight to ensure the contractor performs in accordance with the terms, conditions and specification and will, at the Owner's direction, remove all defective materials, whether completed or not. Materials rendered unfit for reworking are to be replaced at Contractor's own expense. All materials and labor, including subcontract work of the contractor must at all times be of quality and standard acceptable to Owner.
3. Indemnity Provision: Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town of Edisto Beach, any person(s), or third parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses or damages sustained by the Town of Edisto Beach, and agrees to indemnify and hold harmless the Town of Edisto Beach, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against the Town of Edisto Beach, its officials, employees or volunteers based on any such alleged injury or damage, and to pay all damages, costs and expenses in connection therewith or resulting therefrom, including, but not limited to, reasonable attorney's fees incurred in defense of said suits, actions, or claims. As an integral part of this agreement contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements naming the Town of Edisto Beach as an additional insured and to furnish proper evidence thereof.
4. Insurance Requirements for Contractors: In accordance with this agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to

be submitted to the Town of Edisto Beach prior to any services being performed. The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the **Town of Edisto Beach** as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- **General Liability** – Commercial General Liability Limit for bodily injury, personal injury and property damage \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations. \$2,000,000 aggregate for products/completed operations.
- **Workers' Compensation and Employers' Liability** – Workers' Compensation is required with limits as required by the laws of the State of South Carolina and Employer's Liability limits of \$100,000 per accident.
- **Automobile Liability** - \$500,000 combined single limit per accident for bodily injury and property damage.
- **Umbrella Liability-Combined Single Limit for bodily injury, Property Damage, Personal & Advertising Injury** of \$1,000,000 including Products/Completed Operations and Contractual.
- **PERFORMANCE AND PAYMENT BOND:** A Performance and a Payment Bond is not required.

Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Iris Hill, Town Administrator
ihill@townofedistobeach.com
or fax to
843-869-3855

And follow with original via mail to same at:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

5. Contractor shall obtain all required permits and licenses.
6. The contract price is \$24,980 and \$21,380 to install fence and gates at 2502 and 2503 Lee Street. Changes in contract price require Town Council approval. If a change is requested, it must be submitted in writing as a change order. Change Orders and subsequent contract prices can only be authorized by Town Council. Any work performed without Town Council approval does not obligate Owner.

7. The Contractor will complete all work included in this agreement within 60 days, unless delayed by conditions beyond his control, in which case time will be extended the actual number of days so delayed, but only if approved in writing.
8. Any work performed without Town Council approval and written notice to proceed does not obligate Owner.
9. Final payment will not be due until Contractor has delivered to Owner complete releases for all claims arising from this contract, or receipts in full covering all labor and materials for which liens could be filed, or bond be furnished Owner against any such lien.
10. The Contractor hereby warrants and guarantees to the satisfaction of the Owner all materials and workmanship constructed for a period of one (1) year from the date of final completion or commercial warranty (whichever is greater) of this contract.
11. The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this agreement.
12. This Agreement will be binding on the parties hereto, their assigns, successors, representatives or administrators.
13. Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Owner. The Contractor, its employees, agents, and subcontractors are independent contractors.
14. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. This agreement constitutes the full and complete agreement of the parties and shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.
15. Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
16. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court regardless of the amount in controversy.

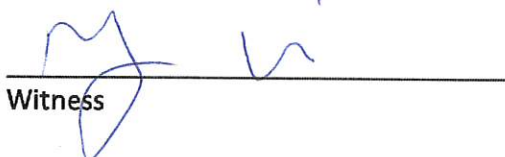
17. Neither party to this agreement may assign its rights or obligations herein without the prior written consent of the other party.



Owner- Town of Edisto Beach

Iris Hill, Town Administrator

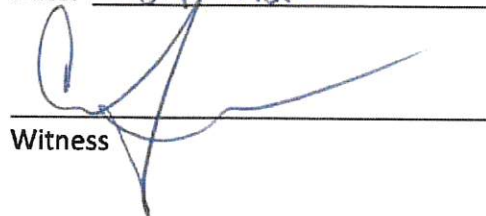
Date: 12/21/20


Witness

Contractor- Maner's Building Supply

Michael Dennis D. Maner

Date: 12/14/20


Witness

APPENDIX B. Forms of Affirmation

DRUG-FREE WORKPLACE AFFIDAVIT

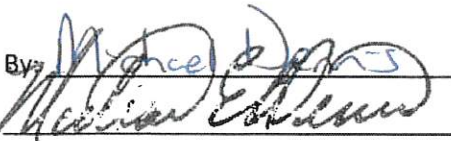
By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

Date: 12/14/20

Vendor: Manc Builders Supply

Address: PO Box 204598
Augusta Ga 30917

Telephone: 843 552 0242

By: 

(Signature)

COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors; or (b) that the Bidder/Offeror and its subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this Chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractor's language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Project Name: 2020-07 Fence Installation

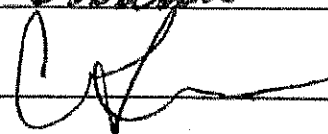
Contractor: More Builders Supply

Address: PO Box 204598

Augusta Ga 30917

Authorized Representative Name and Title: Michael Dennis Jr. Manager

Signature of Authorized Representative: 

Witness (Print and Sign) Connie Johnson 

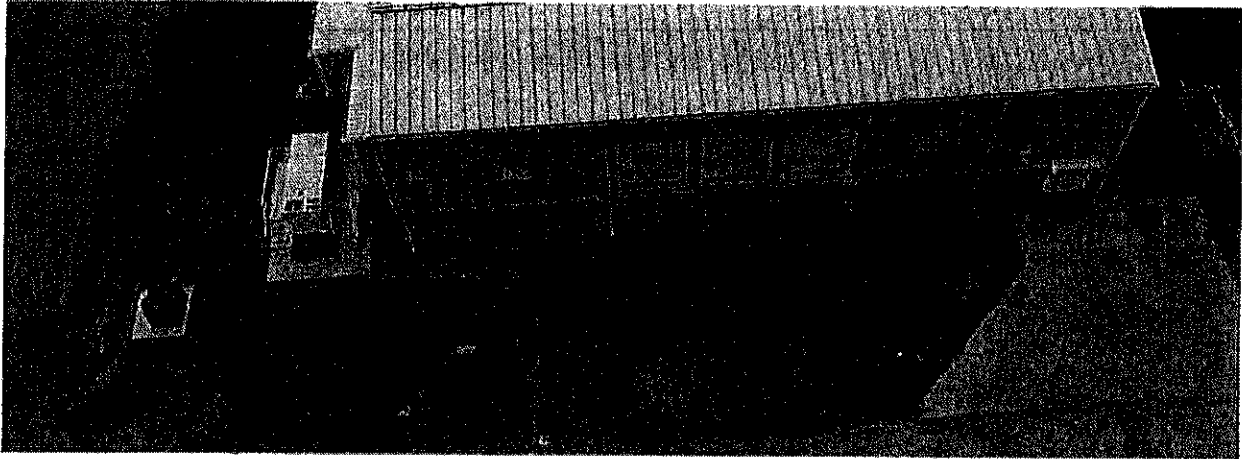
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(For Contractors/Vendors other than individuals)

According to SC Code of Regulations at 41 C.F.R. Part 60-1.4(b):

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the

contractor may request the United States to enter into such litigation to protect the interests of the United States."



Option A

Wood Fence Installed-Popular Wood-Wood Stockade Fence 6Ft Tall-Standard Picket Pressure treated Southern Yellow Pine #2

Stick built on site. Using screws.

Includes 4x4 pressure treated posts set 30" below grade in concrete footings. Premix concrete before adding to hole.

Posts are cut flat on top.

2x4x16' pressure treated rails with alternating joints "knit" fence together for added strength

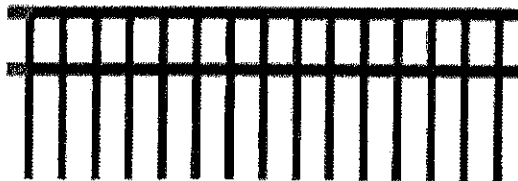
Pickets are 5/8 inch x 5 1/2 inch actual size rough sawn pressure treated pine with "dog ear" corners on top.

Mechanical fasteners are pressure treated compliant

Fence build to follow grade and typically will not step up or down.

Fence will be built with finished side facing out.

Fence pickets should be installed tight to each other.



Top aluminum

Exhibit A

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Administration Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2020-07 Fence Installation

Receiving Period: November 17, 2020 Prior to 2:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: November 17, 2020 at 2:00 p.m.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY FAX:
(843) 869-3855

Carefully complete this form fax it to the Administration Department. You must submit one form for each bid that you are registering for.

Company Name: Moner Builders Supply

Contact Person: Michael Demis

Mailing Address: PO Box 40516

City: State: Zip Code: North Charleston SC 29418

Phone: Fax: E-mail: 8435526242 Michael.Demis@moner.com

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

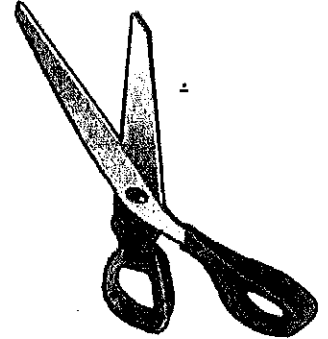
SEALED BID • DO NOT OPEN

BID TITLE: Fence Installation

DUE DATE/TIME: November 17, 2020, prior to 2:00 PM

SUBMITTED BY: Mane Builders Supply
(Name of Company)

DELIVER TO: Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Administration Department
Iris Hill
Bid #2020-07**

Fence Installation

The Town of Edisto Beach is accepting bids to provide materials and install Fence at two locations on Edisto Beach. Sealed bids will be received in the Administration Department, **prior to 2:00 p.m., November 17, 2020**. Bids will be opened at 2:00 p.m., November 17, 2020. Please contact Iris Hill at 843-869-2505 x 211 to schedule to view site.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438**

(843) 869-2505

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
Bid Summary and Registration	1
Sealed Bid Label	2
Cover Sheet	3
Table of Contents	4
Bidder Instructions and General Information	5-9
Special Conditions	10
Scope of Work	11
Bid Sheet	12
Addendum Sheet	13
Draft Contract	14-20

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE ADMINISTRATION DEPARTMENT PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders may call the Administration Department for bid results. The telephone number is (843) 869-2505 extension ext. 211. Bid files may be examined during normal working hours by appointment. The bid tabulation form will be posted on the Town's website www.townofedistobeach.com.
3. Bidder, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Bidder assumes responsibility for any patent ambiguity in the solicitation that Bidder does not bring to the Town's attention.
4. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
5. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
6. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
7. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
8. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and

do not limit any rights afforded to the Town by any other provision of this bid. Regardless, all projects are warrantied for one year from date of completion.

9. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855 or included in the sealed bid.
10. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
11. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
12. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** The Original bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources (§200.318(h)) meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed

to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Town Administrator within the time provided.
4. **PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
 - a. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Mayor, Town Council, or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Town Administrator. All communications must be solely with the Town Administrator.
 - b. You are advised to familiarize yourself with State Code of Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the User Department during the period beginning eighteen months prior to the Opening Date.
5. **QUESTIONS FROM BIDDERS:**
 - a. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Town no later than five (5) days prior to opening unless an earlier date is stated. Label any communication regarding your questions with the name of the person communicating with, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective bidders. We will not identify you in our answer to your question.
 - b. The Town seeks to permit maximum practicable competition. Information or changes resulting from questions will be shown in a question and answer format. The questions are included solely to provide cross reference to the potential bidder that submitted the question. Questions do form a part of the contract. The Town's response does. Underlined text is added, stricken text is deleted. Bidders are urged to advise the Town Administrator -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.
6. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder.
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed

- by the words by its Partner, and signed by a general partner.
- c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
7. **WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and State code of Regulation 19-445.2085.
 8. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
 9. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
 10. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
 11. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
 12. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
 13. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
 14. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
 15. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
 16. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The

Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
- b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.

17. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **PERFORMANCE AND PAYMENT BOND:** A bid bond is not required.
19. **UNAUTHORIZED ALIEN(S):** The bidder agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

20. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
21. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

- 1. CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
- 2. INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements
- 3. SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
- 4. WORK AREA CLEAN-UP REQUIREMENTS**
 - a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminants resulting from the Work.
 - b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the Work.
- 5. INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.
- 6. FINAL INVOICE:** Payment of final invoice will be issued only upon final completion of the work as signed off by the User Department and upon submission of any applicable releases of liens, material documentation, warranties, etc.
- 7. HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the Town. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty.

SCOPE OF WORK

The Town has two sites that require fence installation.

The new water plant located at 2502 Lee Street. This site is not fenced. It requires installation of approximately 281 feet of 5-foot smooth top horizontal rail black commercial grade aluminum (Floridian-type) fence and 1-8' gate and 2-5 foot walk in gates. Installation of approximately 394 feet of 6-foot high wood privacy fence. There is a stump where existing privacy fence on the property line is and where the new privacy will attach that needs to be ground. See specs

The convenience station is located at 2503 Lee Street. This site is fenced. The fence facing Holmes will be removed and replaced with a 6- foot high wood privacy fence (Option A) or 8-foot high privacy fence (Option B). Install a 20-foot sliding 6-foot high commercial grade aluminum black flat top horizontal rail gate for the opening of the shed. A filler will be needed between existing chain link fence that remains and the shed. The fence facing Lee street will be removed and replaced with a 6-foot high wood privacy fence (Option A) or a 8 foot high privacy fence (Option B). Contractor will replace the existing gates with 6-foot high smooth top aluminum black horizontal rail commercial gates in the same configuration as currently exists. Removed chain link fence shall be disposed. See specs

Contractor must provide a sketch of both project sites indicating location of gates.

Additional Information:

- o **ALL PROPOSALS SHALL BE VALID FOR 30 DAYS.**

By signing this proposal, contractor certifies site visit, verifies site conditions and dimensions, and is responsible for the complete work pertaining to site conditions. It is the responsibility of the contractor to verify any quantities provided by the Town.

Site Cleanup

1. Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the work.

BID SHEET
BID NO. 2020-07
BID TITLE: Fence Installation

Water Facility

2502 Lee Street Lump Sum: _____

2502 Lee Street Lump Sum Written _____

Convenience Station (Option A 6' high privacy fence.

2503 Lee Street Lump Sum: _____

2503 Lee Street Lump Sum Written _____

Convenience Station (Option B 8' high privacy fence)

2503 Lee Street Lump Sum: _____

2503 Lee Street Lump Sum Written _____

CONTRACTOR: Mane Builders Supply Michael Demis
Authorized Representative

ADDRESS PO Box 40516 North Charleston SC 29418

TELEPHONE 843 552 0242

MOBILE PHONE 843 296 5934

FAX 843 552 0293

EMAIL Michael.Demis@mane.com

By signing this I, Michael Demis certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.


Signed Michael Demis

12/14/20
Date

Print

Addendum Sheet
BID NO. 2020-07

BID TITLE: Fence Installation

CONTRACTOR: _____
Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

The Bidder acknowledges receipt of the following addendum by signing and dating below.

Addendum No.	Date	Signature

**TOWN OF EDISTO BEACH
EDISTO BEACH, SOUTH CAROLINA**

This agreement made this 11th day of December, 2020, by and between the Town of Edisto Beach, South Carolina, herein known as the Owner, and Maner's Building Supply, hereinafter known as the Contractor.

WITNESS: That the Contractor and the Owner agree as follows:

18. That the Contractor will furnish all labor and materials needed to perform fence installation (RFP No. 2020-07) at 2502 and 2503 Lee Street according to the specifications in the bid package for said project, a copy of which is attached to this agreement as Exhibit A and incorporated fully by reference, and as amended and agreed to by Owner and Contractor. Labor shall be performed in a workmanlike manner in accord with industry standards and customary practices. Upon completion of the work, Contractor shall return the site to clean useable condition to the satisfaction of Owner.
19. The Contractor will allow Owner or other interested parties to inspect all work and materials at all times providing contract oversight to ensure the contractor performs in accordance with the terms, conditions and specification and will, at the Owner's direction, remove all defective materials, whether completed or not. Materials rendered unfit for reworking are to be replaced at Contractor's own expense. All materials and labor, including subcontract work of the contractor must at all times be of quality and standard acceptable to Owner.
20. Indemnity Provision: Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town of Edisto Beach, any person(s), or third parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses or damages sustained by the Town of Edisto Beach, and agrees to indemnify and hold harmless the Town of Edisto Beach, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against the Town of Edisto Beach, its officials, employees or volunteers based on any such alleged injury or damage, and to pay all damages, costs and expenses in connection therewith or resulting therefrom, including, but not limited to, reasonable attorney's fees incurred in defense of said suits, actions, or claims. As an integral part of this agreement contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements naming the Town of Edisto Beach as an additional insured and to furnish proper evidence thereof.

21. Insurance Requirements for Contractors: In accordance with this agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed. The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the **Town of Edisto Beach** as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- **General Liability** – Commercial General Liability Limit for bodily injury, personal injury and property damage \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations. \$2,000,000 aggregate for products/completed operations.
- **Workers' Compensation and Employers' Liability** – Workers' Compensation is required with limits as required by the laws of the State of South Carolina and Employer's Liability limits of \$100,000 per accident.
- **Automobile Liability** - \$500,000 combined single limit per accident for bodily injury and property damage.
- **Umbrella Liability-Combined Single Limit for bodily injury, Property Damage, Personal & Advertising Injury** of \$1,000,000 including Products/Completed Operations and Contractual.
- **PERFORMANCE AND PAYMENT BOND:** A Performance and a Payment Bond is not required.

Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Iris Hill, Town Administrator
ihill@townofedistobeach.com
or fax to
843-869-3855

And follow with original via mail to same at:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

22. Contractor shall obtain all required permits and licenses.

23. The contract price is \$24,980 and \$21,380 to install fence and gates at 2502 and 2503 Lee Street. Changes in contract price require Town Council approval. If a change is requested, it must be submitted in writing as a change order. Change Orders and

subsequent contract prices can only be authorized by Town Council. Any work performed without Town Council approval does not obligate Owner.

24. The Contractor will complete all work included in this agreement within 60 days, unless delayed by conditions beyond his control, in which case time will be extended the actual number of days so delayed, but only if approved in writing.
25. Any work performed without Town Council approval and written notice to proceed does not obligate Owner.
26. Final payment will not be due until Contractor has delivered to Owner complete releases for all claims arising from this contract, or receipts in full covering all labor and materials for which liens could be filed, or bond be furnished Owner against any such lien.
27. The Contractor hereby warrants and guarantees to the satisfaction of the Owner all materials and workmanship constructed for a period of one (1) year from the date of final completion or commercial warranty (whichever is greater) of this contract.
28. The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this agreement.
29. This Agreement will be binding on the parties hereto, their assigns, successors, representatives or administrators.
30. Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Owner. The Contractor, its employees, agents, and subcontractors are independent contractors.
31. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. This agreement constitutes the full and complete agreement of the parties and shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.
32. Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
33. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court regardless of the amount in controversy.

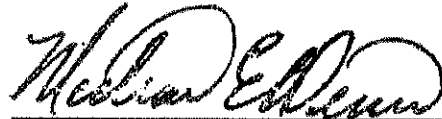
34. Neither party to this agreement may assign its rights or obligations herein without the prior written consent of the other party.

Owner- Town of Edisto Beach

Iris Hill, Town Administrator

Date: _____

Witness



Contractor- Maner's Building Supply

Michael Dennis Dio Mar

Date: 12/4/20



Witness

APPENDIX B. Forms of Affirmation

DRUG-FREE WORKPLACE AFFIDAVIT

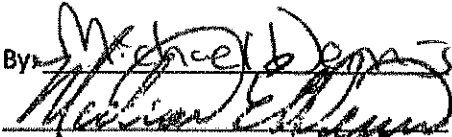
By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

Date: 12/14/20

Vendor: More Builders Supply

Address: PO Box 204598
Augusta Ga 30917

Telephone: 843 552 0242

By: 

(Signature)

COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors; or (b) that the Bidder/Offeror and its subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this Chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractor's language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Project Name: 2020-07 Fence Installation

Contractor: More Builders Supply

Address: PO Box 204598
Augusta Ga 30917

Authorized Representative Name and Title: Michael Dennis D. Mc

Signature of Authorized Representative: 

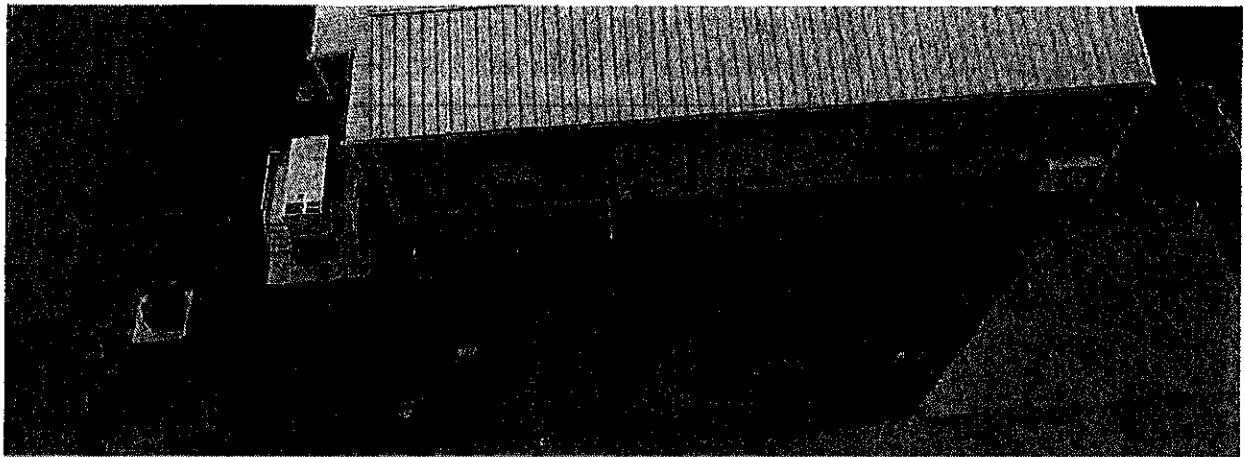
Witness (Print and Sign)  Carrie Johnson

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(For Contractors/Vendors other than individuals)

According to SC Code of Regulations at 41 C.F.R. Part 60-1.4(b):

During the performance of this contract, the contractor agrees as follows:

- 7) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 8) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 9) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 10) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 11) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."



Option A

Wood Fence Installed-Popular Wood-Wood Stockade Fence 6Ft Tall-Standard Picket Pressure treated Southern Yellow Pine #2

Stick built on site. Using screws.

Includes 4x4 pressure treated posts set 30" below grade in concrete footings. Premix concrete before adding to hole.

Posts are cut flat on top.

2x4x16' pressure treated rails with alternating joints "knit" fence together for added strength

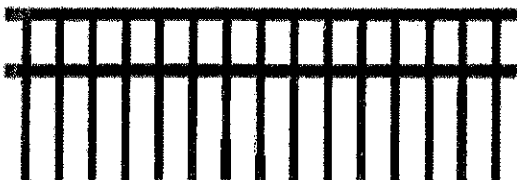
Pickets are 5/8 inch x 5 1/2 inch actual size rough sawn pressure treated pine with "dog ear" corners on top.

Mechanical fasteners are pressure treated compliant

Fence build to follow grade and typically will not step up or down.

Fence will be built with finished side facing out.

Fence pickets should be installed tight to each other.



Top aluminum



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/14/2020

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
MBS - US LBM, LLC dba Maner Building Supply
3787 Martinez Blvd.
Augusta, GA 30917

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Company of Ame	25674
INSURER B: Standard Fire Insurance Company	19070
INSURER C: National Fire & Marine Insurance Company	20079
INSURER D: Navigators Insurance Company	42307
INSURER E: Great American Security Insurance Company	31135
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W19036943

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$
	OTHER:						
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability						Each Occurrence \$5,000,000
							Aggregate \$5,000,000

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

Umbrella Liability Follows Form and extends over General Liability, Automobile Liability, & Employers Liability coverages.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Town of Edisto Beach
2414 Murray Street
Edisto Beach, SC 29438

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED MBS - US LBM, LLC dba Maner Building Supply 3787 Martinez Blvd. Augusta, GA 30917
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Fence installation (RFP No. 2020-07) at 2502 and 2503 Lee Street.

It is agreed that Town of Edisto Beach is included as Additional Insured as required by written contract with respect to General Liability, Automobile Liability and Umbrella Liability.

General Liability, Automobile Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Notice of Cancellation applies per endorsement attached.

INSURER AFFORDING COVERAGE: Navigators Insurance Company

NAIC#: 42307

POLICY NUMBER: CH20RXSZ033DRIV EFF DATE: 10/30/2020 EXP DATE: 10/30/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: Great American Security Insurance Company

NAIC#: 31135

POLICY NUMBER: EXC 3279399 EFF DATE: 10/30/2020 EXP DATE: 10/30/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN.

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN.

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: UB-9N101770-20-51-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN,	30

All other terms and conditions of this policy remain unchanged.

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN.

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract with Additional Insured

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is amiable to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

UMBRELLA

- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B - UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury",

"property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.

2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
- The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - The "bodily injury" or "property damage" occurs during the policy period; and
 - Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B - UMBRELLA LIABILITY, of SECTION II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
- Which occurs during the policy period; and
 - Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B - UMBRELLA LIABILITY, of SECTION II - WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;
- includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.
6. "Bodily injury" or "property damage" will be deemed to have been known

POLICY NUMBER: UB-9N101770-20-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

INCLUDING:

ANY PERSON OR ORGANIZATION FOR WHICH THE EMPLOYER HAS AGREED
BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS, MAY EXECUTE A
WAIVER OF SUBROGATION. HOWEVER, FOR PURPOSES OF WORK
PERFORMED BY THE EMPLOYER IN MISSOURI, THIS WAIVER OF
SUBROGATION DOES NOT APPLY TO ANY CONTINUED WC 00 03 13-003

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
The following is added to **SECTION II – WHO IS AN
INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MBS - US LBM, LLC	
	2 Business name/disregarded entity name, if different from above Maner Builders Supply	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) n/a Exemption from FATCA reporting code (if any) n/a <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 204598 3787 Martinez Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Augusta, GA 30917-4598 Martinez, Ga 30907		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][][][] or Employer identification number [][][] - [][][] [][][][][][][][][] 8 5 - 1 7 9 8 0 7 3
--	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Denise D. Adams</i>	Date ► 09/30/20
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

