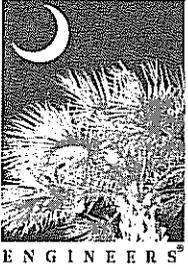


DDC



July 20, 2011

Bid Opening – Dogwood Lake Bank Restoration Project
Town of Surfside Beach
2:00 pm local time
Tuesday, 19th day of July.



Proceedings were called to order at 2:01pm, July 19, 2011 by Director of Building and Zoning, Jackie Donevant, and last call for bids was announced. Two (2) bids were received.

Building and Zoning Director Jackie Donevant, Eric Sanford with DDC Engineers, Inc., and a representative of Greenwall Construction were present for the Bid Opening.

Results:

Bid #1 – Greenwall Construction Service, Inc., P.O. Box 30490 Myrtle Beach, SC 29588-0490
\$68,480.00

Bid #2 – Erosion Restoration, LLC, 1415 SW 21st Ave, Suite C, Ft. Lauderdale, FL 33312
\$37,038.80

Mr. Sanford advised that all bids would be looked at for adherence to specifications. He also stated that the Town reserves the right to reject any and all bids in the best interest of the Town. Proceedings were closed at 2:15 pm.

Respectfully submitted,
Eric K. Sanford
Director of Municipal Services
DDC Engineers, Inc.

Consulting Engineers
Surveyors
Land Planners
Landscape Architects
Environmentalists

1298 Professional Drive
Myrtle Beach
South Carolina 29577

P. 843.692.3200
F. 843.692.3210

H:\PROJECTS\2011\10.11489_E - Dogwood Lake Restoration\Bidding\Bid Opening 7-20-11.doc

SECTION 00310 - BID PROPOSAL

FOR: Dogwood Lake Bank Restoration Project

BIDDER: Greenwall Construction Service, Inc.

LICENSE NO. G-10198

DATE: 19 July 2011

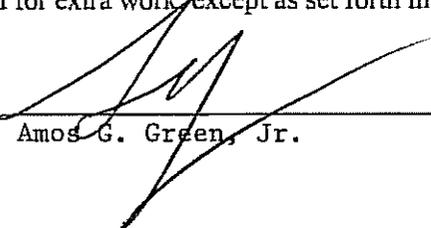
In compliance with your request for Bids, BIDDER hereby proposes to perform all WORK for the construction of PROJECT WORK as related to the items shown and called for in the CONSTRUCTION DOCUMENTS in strict accordance with the CONTRACT DOCUMENTS, within the time set forth and for the TOTAL BID price stated below after BID SCHEDULE.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

The BIDDER further declares that he has examined the site of work and informed himself full with regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and CONTRACT DOCUMENTS relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the work performed.

The unit quantities indicated in the construction documents are design estimates, and are not warranted to be accurate. It is the responsibility of the Contractor to verify all quantity take-offs, and to bid the work appropriately. Any discrepancy and resulting cost adjustments should be noted on the Bid Schedule.

The BIDDER proposes, and agrees if the BID is accepted, to furnish all necessary materials, equipment, machines, tools, apparatus, means of transportation, and labor necessary to complete the work in full and complete in accordance with the CONTRACT DOCUMENTS, for the LUMP SUM stipulated, to the full and entire satisfaction of the OWNER and/or ENGINEER, with a definite understanding that no money will be allowed for extra work except as set forth in the CONTRACT DOCUMENTS.

SIGNATURE: 
Amos G. Green, Jr.

TITLE: President

This is a LUMP SUM BID. The total bid quoted in the Bid Schedule is final. No additional compensation will be awarded to the Contractor for the work shown in the CONTRACT DOCUMENTS. The unit prices quoted in the Bid Schedule are for use in making additions and/or deletions to the contract under a properly executed change order to the contract if the same is required.

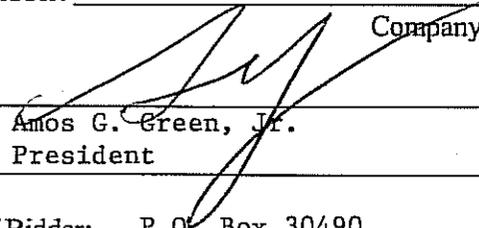
In signing this proposal, the Contractor accepts the time and liquidated damages provision in Section 00200 at paragraph 2.03. The BIDDER further proposes and agrees hereby to commence work under his contract on a date to be specified in a written NOTICE TO PROCEED and shall further complete all work thereunder as shown.

BIDDER hereby acknowledges receipt of all Addenda through and including:

ADDENDUM NO. _____, dated _____.

ADDENDUM NO. _____, dated _____.

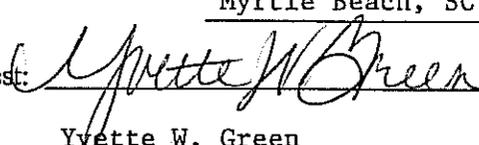
Name of Bidder: Greenwall Construction Service, Inc.
Company

Signature: 
Amos G. Green, Jr.

Title: President

Address of Bidder: P.O. Box 30490

Myrtle Beach, SC 29588-0490

Attest: 

By: Yvette W. Green

Title: Secretary

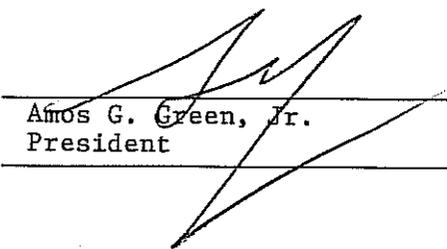
END OF SECTION

BIDDER'S REPRESENTATION

By the act of submitting a bid for the proposed contract, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the drawings, specifications and other construction contract documents and have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the construction contract documents bid upon; further that,
3. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,
4. The bid figure is based solely upon the construction contract documents and properly issued written addenda and not upon any other written representation.

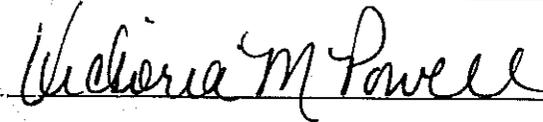
By:



Amos G. Green, Jr.
President

Title:

Subscribed and sworn to before me this 19th day of July, 2011



My commission expires on: 03-01-2017

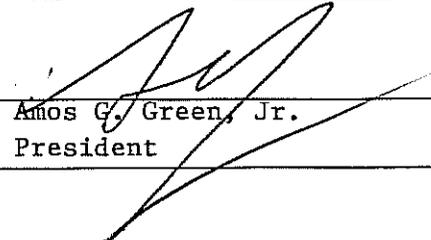
LIST OF SUBCONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

SUBCONTRACTOR and ADDRESS	CLASS of WORK to be PERFORMED
1)	
2)	
3)	
4)	
5)	
6)	
7)	
8)	

Dated: 19 July 2011

Bidder: Greenwall Construction Service, Inc.

Signed: 
Amos G. Green, Jr.

Title: President

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

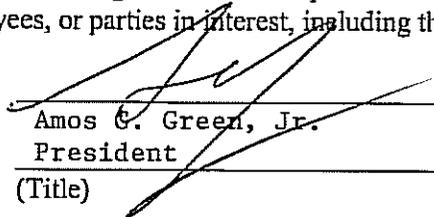
State of South Carolina)
County of Horry)

Amos G. Green, Jr.

being first duly sworn, deposes and says that:

- (1) He is President of Greenwall Construction Service, Inc., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

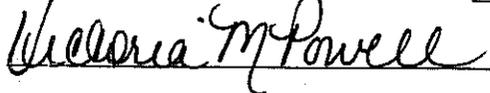
(Signed)



Amos G. Green, Jr.
President

(Title)

Subscribed and sworn to before me this 19th day of July 2011.



Notary Public
(Title)

My commission expires

on 03-01-2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Greenwall Construction Service, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America, as SURETY are held and firmly bound unto Town of Surfside Beach, SC, hereinafter called the "OWNER", in the penal sum of five percent of amount bid xxxxxxxx Dollars (\$5% xxx) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

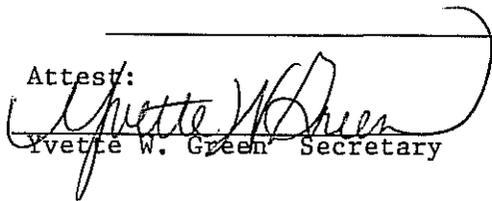
THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated July 19, 2011, for Dogwood Lake Bank Restoration Project.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 19th day of July, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

GREENWALL CONSTRUCTION SERVICE, INC. (Principal) (SEAL)

Attest:


Yvette W. Green Secretary

(SEAL)

Attest:


Pamela Brandt, Witness as to Surety

By: Amos G. Green, Jr. - President

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA


Heidi K. Harrell Affix
By: Attorney-in-Fact Corporate

Seal

Attest:

By: _____ Affix
Corporate Seal

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220834

Certificate No. 002805416

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cynthia M. Partin, James M. Maloney, Bradley D. Lorenzetti, Pamela Brandt, Heidi K. Harrell, and Brenda S. Dominy

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of February, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of February, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

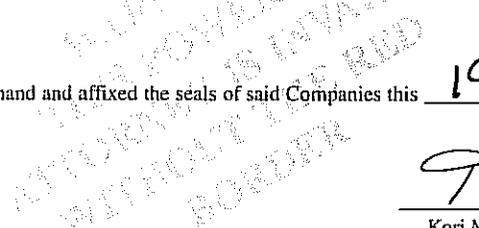
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19TH day of JULY, 20 11.



Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION 00310 - BID PROPOSAL

FOR: Dogwood Lake Bank Restoration Project

BIDDER: Erosion Restoration, LLC

LICENSE NO. 03-0479268

DATE: 7-13-11

In compliance with your request for Bids, BIDDER hereby proposes to perform all WORK for the construction of PROJECT WORK as related to the items shown and called for in the CONSTRUCTION DOCUMENTS in strict accordance with the CONTRACT DOCUMENTS, within the time set forth and for the TOTAL BID price stated below after BID SCHEDULE.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

The BIDDER further declares that he has examined the site of work and informed himself full with regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and CONTRACT DOCUMENTS relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the work performed.

The unit quantities indicated in the construction documents are design estimates, and are not warranted to be accurate. It is the responsibility of the Contractor to verify all quantity take-offs, and to bid the work appropriately. Any discrepancy and resulting cost adjustments should be noted on the Bid Schedule.

The BIDDER proposes, and agrees if the BID is accepted, to furnish all necessary materials, equipment, machines, tools, apparatus, means of transportation, and labor necessary to complete the work in full and complete in accordance with the CONTRACT DOCUMENTS, for the LUMP SUM stipulated, to the full and entire satisfaction of the OWNER and/or ENGINEER, with a definite understanding that no money will be allowed for extra work, except as set forth in the CONTRACT DOCUMENTS.

SIGNATURE: 

TITLE: Director

This is a LUMP SUM BID. The total bid quoted in the Bid Schedule is final. No additional compensation will be awarded to the Contractor for the work shown in the CONTRACT DOCUMENTS. The unit prices quoted in the Bid Schedule are for use in making additions and/or deletions to the contract under a properly executed change order to the contract if the same is required.

In signing this proposal, the Contractor accepts the time and liquidated damages provision in Section 00200 at paragraph 2.03. The BIDDER further proposes and agrees hereby to commence work under his contract on a date to be specified in a written NOTICE TO PROCEED and shall further complete all work thereunder as shown.

BIDDER hereby acknowledges receipt of all Addenda through and including:

ADDENDUM NO. ____, dated _____.

ADDENDUM NO. ____, dated _____.

Name of Bidder: Erosion Restoration, LLC
Company

Signature: [Handwritten Signature]

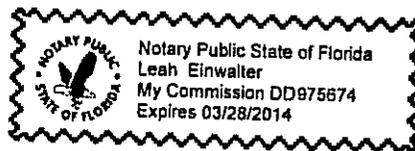
Title: Director

Address of Bidder: 1415 SW 21st Ave, Suite C
Ft. Lauderdale, FL 33312

Attest: 7/15/11 - Andre van den Berg

By: Leah Einwalter

Title: Notary Public



7/15/11

[Handwritten Signature: Leah Einwalter]

END OF SECTION

BID SCHEDULE

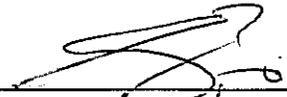
NOTE: Bids shall include sales tax and all other applicable taxes and fees. Any work required as shown on the plans or called for in the specifications not specifically listed below shall be included in the most closely related work item listed.

Item	Description	Engr's Est.	Bid Qty	Unit	Unit Price	Amount
1.	Mobilization	1		LS	\$	\$ 1200.00
2.	Bonds and Insurance	1		LS	\$	\$ 1078.80
3.	Permits and Fees	1		LS	\$	\$ 1000.00
4.	Clearing and Grubbing	1		LS	\$	\$ 3200.00
5.	280 LF of Lake Bank Restoration	1		LS	\$	\$ 22400.00
6.	Grading and Restoration	1		LS	\$	\$ 3360.00
7.	Centipede Sod	1		LS	\$	\$ 4800.00
TOTAL						\$ 37038.80

BIDDER'S REPRESENTATION

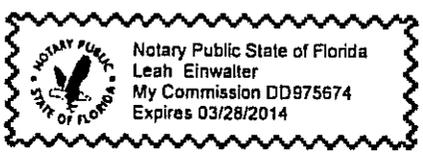
By the act of submitting a bid for the proposed contract, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the drawings, specifications and other construction contract documents and have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the construction contract documents bid upon; further that,
3. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,
4. The bid figure is based solely upon the construction contract documents and properly issued written addenda and not upon any other written representation.

By: 
Title: Director

Subscribed and sworn to before me this 15 day of July, 2011.

My commission expires on: 3/28/14



7/15/11



LIST OF SUBCONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

SUBCONTRACTOR and ADDRESS	CLASS of WORK to be PERFORMED
1) N/A	
2)	
3)	
4)	
5)	
6)	
7)	
8)	

Dated: 7-13-11

Bidder: Erosion Restoration, LLC

Signed: 

Title: Director

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)
County of Horry)

Andre van den Berg

being first duly sworn, deposes and says that:

- (1) He is Director of Erosion Restoration, LLC, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

(Signed)

[Signature]

Director

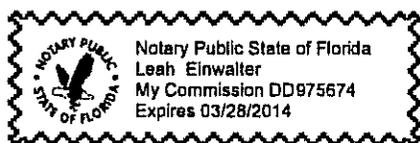
(Title)

Subscribed and sworn to before me this 15 day of July

My commission expires

Notary Public
(Title)

on 3/28/14



7/15/11

Leah Einwalter

PRODUCER
SOUTHEAST INSURANCE GROUP
2665 SOUTH BAYSHORE DRIVE, STE 1001
COCONUT GROVE, FL 33133
PHONE: (305) 442-1500

Serial # 115374

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
EROSION RESTORATION, LLC
1415 SW 21ST AVENUE, SUITE C
FT LAUDERDALE, FL 33312

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: GREAT AMERICAN INSURANCE	
INSURER B: COMMERCE & INDUSTRY INSURANCE CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADP	TR	NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	OMH3839097	08/07/10	08/07/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$								
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
B				WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC001082994	07/22/10	07/22/11	<table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>EL EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	WC STATU-TORY LIMITS	OTH-ER	EL EACH ACCIDENT	\$ 1,000,000	EL DISEASE - EA EMPLOYEE	\$ 1,000,000	EL DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER															
EL EACH ACCIDENT	\$ 1,000,000															
EL DISEASE - EA EMPLOYEE	\$ 1,000,000															
EL DISEASE - POLICY LIMIT	\$ 1,000,000															
				OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS HEREBY NAMED AS AN ADDITIONAL INSURED IN RESPECTS TO THE GENERAL LIABILITY ONLY AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER

CANCELLATION

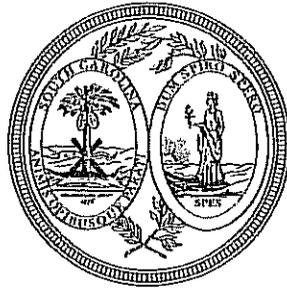
MOFFATT RESIDENCE-DOGWOOD LAKE
616 10TH AVENUE NORTH
SURFSIDE BEACH, SC 29575

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 13459

ROBERT J. PERES

The State of South Carolina



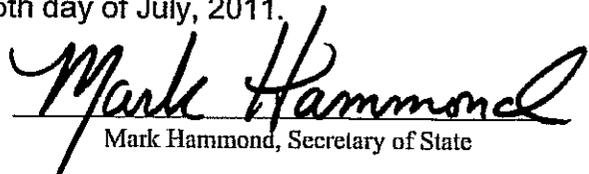
Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

EROSION RESTORATION, LLC, A Limited Liability Company duly organized under the laws of the State of FLORIDA, and issued a certificate of authority to transact business in South Carolina on March 2nd, 2007, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
15th day of July, 2011.


Mark Hammond, Secretary of State

#20-SUR-212911

BID BOND

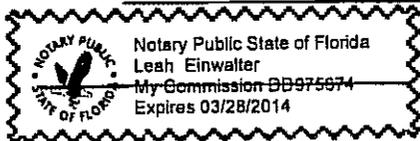
KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Erosion Restoration, LLC
as PRINCIPAL, and American Safety Casualty Insurance Company, as SURETY are held and firmly bound unto
Town of Surfside Beach, SC, hereinafter called the "OWNER", in the penal sum of
5% of the attached bid Dollars (\$ 5%) lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the
Accompanying Bid, dated July 19, 2011, for Dogwood Lake Bank Restoration Project, SC

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein
after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening,
and shall within the period specified therefore, or if no period be specified, within ten (10) days after the
prescribed forms are presented to him for signature, enter into a written Contract with the Owner in
accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract; or in the event of the
withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give
such bond within the time specified, if the Principal shall pay the Owner the difference between the
amount specified in said Bid and the amount for which the Owner may procure the required work or
supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no
effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several
seals this 18th day of July, 2011, the name and corporate seal of each corporate party being
hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its
governing body.

(SEAL)



Attest:

Leah Einwalter
7/18/11

(SEAL)

Erosion Restoration, LLC

By: Andre van den Berg

DIRECTOR

[Signature]

Affix

By: _____ Corporate

Dogwood Lake Restoration Project
DDC P/N 10.11489E

00400-4

Seal

Attest:

Debbie Frye
Debbie Frye, Surety Representative

American Safety Casualty Insurance Company

By: [Signature] **Affix**
Corporate Seal
Mark Levinson, Attorney In Fact



Dogwood Lake Restoration Project
DDC P/N 10.11489E

00400-5



NUMBER
20-SUR-212911

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Mark Levinson

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that n bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
****ONE MILLION DOLLARS (\$1,000,000.00)****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:
(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest

Ambuj Jain



Joseph D. Scolo, Jr.

STATE OF GEORGIA }
COUNTY OF COBB }

On this 6th day of August, 2009, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 12 day of July 2009

Ambuj Jain



ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

ALL-PURPOSE ACKNOWLEDGMENT

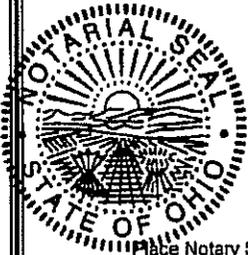
State of Ohio

County of Cuyahoga

On July 18, 2011 before me, Janelle Prymas Bilek
DATE NAME OF NOTARY PUBLIC

personally appeared Mark Levinson
NAME(S) OF SIGNER(S)

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), an that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



JANELLE PRYMAS BILEK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 3/14/14

Place Notary Seal or Stamp Here

WITNESS my hand and official seal.

Janelle Prymas Bilek
SIGNATURE OF NOTARY Janel e Prymas Bilek 03 14/14

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



American Safety Casualty
Insurance Company
100 Galleria Parkway S.E.
Suite 700
Atlanta, GA 30339

Toll Free: 800.388.3647
Tel: 770.916.1908
Fax: 770.955.8339

www.amsafety.com

American Safety Casualty Insurance Company
Statement of December 31, 2009

Admitted Assets

Bonds	\$75,881,523
Stocks	48,527,975
Cash	4,616,049
Short-term investments	3,169,999
Investment income due and accrued	896,656
Agents and premium balances	3,889,798
Reinsurance recoverable	8,094,819
Current federal and foreign income tax recoverable	240,060
Net deferred tax asset	1,272,364
Receivable from affiliates	4,350,819
Other admitted assets	<u>5,710,559</u>

Total 156,650,621

Liabilities, Capital and Surplus

Unpaid losses and loss expenses	\$54,655,293
Reinsurance payable	4,115,618
Reserve for underwriting expenses	851,272
Reserve for unearned premiums	11,277,507
Ceded reinsurance premiums payable	5,296,593
Provision for reinsurance	2,058,401
Payable to affiliates	1,842,483
Other liabilities	<u>3,774,992</u>
Total Liabilities	83,872,159
Capital Stock	2,000,000
Surplus notes	2,500,000
Special surplus funds	47,478,193
Unassigned funds	<u>20,800,269</u>
Policy holder surplus	<u>72,778,462</u>

Total \$156,650,621

Securities have been valued on the basis permitted by the National Association of Insurance Commissioners

Secretary

Treasurer

STATE OF GEORGIA
COUNTY OF COBB

Ambuj Kumar Jain, Secretary and Mark William Haushill, Treasurer, being duly sworn each himself deposes and says that they are the above described officers of the American Safety Casualty Insurance Company, Oklahoma, that said Company is a corporation duly organized existing and engaged in business as a Surety by virtue of laws of the State of Oklahoma and has duly complied with all the requirements of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 STAT. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of my knowledge and belief the above statement is a full, true and correct Statement of Assets and Liabilities of the said Company as of December 31, 2009.

Subscribed and sworn to before me this 16th day of March, 2009.

Notary Public

Beverly M. Martz
Notary Public
State of Georgia

My Commission Expires Nov. 27, 2011

Rated "A (Excellent)"
by A.M. Best

ASI
NYSE