

October 12, 2023

Via U.S. Mail (Regular and Certified)

Landsdown Earth & Pipe Inc.  
3214 Summerfield Drive  
Monroe, NC 28110

Via U.S. Mail (Regular and Certified)

Landsdown Earth & Pipe, Inc.  
C/O Incorp Services Inc. (Registered Agent)  
317 Ruth Vista  
Lexington, South Carolina 29073

Via E-mail (mike@hannaengineering.com) and U.S. Mail (Regular and Certified)

Michael H. Hanna, P.E., President  
Hanna Engineering, LLC  
2412 Pisgah Rd, Florence, SC 29501

Via Facsimile (949-252-1959) and U.S. Mail (Regular and Certified)

Developers Surety and Indemnity Company  
PO Box 19725  
Irvine, CA 92623

Via U.S. Mail (Regular and Certified)

Developers Surety and Indemnity Company  
C/O Sarah Clemens, Agent for Service  
5901 W. Century Blvd #750  
Los Angeles, CA 90045

Re: Notice of Claim Pursuant to S.C. Code Ann. § 40-11-500 *et. seq.* to Hanna Engineering, LLC (“Engineer”), Landsdown Earth & Pipe, Inc. (“Contractor”) and Developers Surety and Indemnity Company (“Surety”) concerning Design and Construction Defects Discovered in the Darlington Southwest Drainage Project of the City of Darlington, South Carolina

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Dear Lady, Gentlemen, and to Whom It May Concern:

I have been retained by the City of Darlington, South Carolina (hereinafter the “Owner” or the “City”) concerning defective design and construction issues that exist with the storm water drainage improvements of the Darlington Southwest Drainage Project (hereinafter the “Project”). Pursuant to S.C. Code Ann. § 40-11-500 *et. seq.*, please accept this letter as formal written notice of claims by the City with regard to the design and construction defects at the Project.

The Project, which should last over thirty years, is failing after only four years since substantial completion. The design and construction defects at the Project include, but are not limited to:

- The failure of the Engineer and Contractor to comply with the applicable construction codes, industry standards, and industry customs;
- The failure to ensure that all work proceeded in accordance with the plans and specifications and was also in conformity with the customary and ordinary standards, practices, and codes of the construction industry;
- Accepting non-conforming work and/or defective materials;
- Accepting and performing deficient and/or defective workmanship and/or materials without proper inspection to ensure the work was correct and in conformity with industry standards and in accordance with the plans, specifications, codes, and manufacturer’s instructions;
- Pipe installation issues resulting in several areas of significant soil subsidence, especially behind the public works shop.
- Pipes and storm drainage structures that retain significant amounts of sediment, which impacts the hydraulic efficiency of the system.
- Storm drainage structures lacking access, including steps, necessary for maintenance.
- Improper design and construction that prevents necessary storm water flow.

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- Lack of inverts within the storm drain structures.
- Improper pipe sizes – pipes reduce in size as the overall drainage system basin increases.
- Other examples of construction and design defects are set forth in the attached report of Applied Building Sciences, which is incorporated herein.

Upon information and belief, the above-referenced defects are the result of the negligent acts and omissions of the Engineer and the Contractor. Given the nature of these defects, extensive Project repairs and/or re-construction will be necessary, and expert engineering services will also be required to remedy the design and construction defects at the Project as a result of the faulty and negligent work of the Engineer and the Contractor.

Accordingly, you are hereby given notice of these claims and an opportunity to inspect the defects listed above within sixty (60) days from service of this notice and offer a remedy to cure or settle the same consistent with S.C. Code Ann. § 40-11-540. Reasonable access and an opportunity to inspect these defects will be made available at a mutually convenient time pursuant to S.C. Code Ann. § 40-11-540(A); please contact me directly to arrange this inspection. If you fail to respond within sixty (60) days from the date of this letter, your actions will be deemed a denial of these claims and we will proceed to file a civil action and pursue all claims and remedies available. *See* S.C. Code Ann. § 40-11-540. Please note that if you do not deny these claims within sixty (60) days, but the parties cannot agree to an appropriate settlement of the dispute within ninety (90) days from the service of this notice, the claims will be considered denied and all actions and remedies available will be pursued. *See* S.C. Code Ann. § 40-11-540(D).

In sum, you have sixty (60) days from the service of this notice to inspect and offer to remedy or offer to settle the above-outlined claims, or to deny these claims. We hope to resolve this matter without the necessity and expense of litigation. I look forward to discussing this with you in the near future.

Sincerely,

HAYNSWORTH SINKLER BOYD, P.A.



Boyd B. Nicholson, Jr.



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cc: Thomas Duke (via e-mail at [Thomas.Duke@LibertyMutual.com](mailto:Thomas.Duke@LibertyMutual.com))