

SE-230

TRANSMITTAL OF SMALL PROFESSIONAL SERVICES CONTRACT

FOR INFORMATION ONLY

AGENCY: South Carolina Office of Resilience

PROJECT NAME: City of Bennettsville Buyout

PROJECT NUMBER: D30-N023-MJ

FIRM SELECTED

NAME: Home LLP

CITY: 100000 Perkins Rowe, Suite 610, Building Baton Rouge STATE: LA

EMAIL: jonathan.krebs@home.com TELEPHONE: 225.755.9798

BUDGETARY INFORMATION

1. TOTAL PROJECT BUDGET: PIP (enter latest A-1 "Total Project Budget")..... \$ 10,230.00

Non-PIP (enter Agency's project budget)..... \$

2. CONSTRUCTION BUDGET FOR THIS CONTRACT

(including Construction Contingency): N/A [X]..... \$

3. TOTAL BASIC AND ADDITIONAL SERVICES FEES FOR THIS CONTRACT

(cannot exceed \$50,000.):..... \$ 10,230.00

4. ESTIMATED REIMBURSABLES FOR THIS CONTRACT: \$ 0.00

5. TOTAL CONTRACT AMOUNT (sum of #3 and #4): \$ 10,230.00

6. SUM OF ALL FEES PAID TO THIS FIRM IN THE PAST 24 MONTHS,

EXCLUDING REIMBURSABLES (cannot exceed \$150,000.): \$ 0.00

BY: [Signature] (Signature of Agency Representative)

DATE: 10/12/2020

PRINT NAME: ERIC FOSWICK

TITLE: Chief of Staff

SUBMIT THE FOLLOWING DOCUMENTS TO OSE:

- 1. SE-230
2. Copy of either:
a. Signed proposal from A/E with SE-240 attached, or
b. SE-235 with signed proposal from A/E attached

OSE PM: DATE:

C. A/E RESPONSIBILITIES

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

D. INSURANCE

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

E. INDEMNIFICATION

1. Without limitation and notwithstanding any provision in this Contract, the A/E shall indemnify and hold harmless the Indemnitees for and against claims, damages, losses and expenses (including attorneys' fees) asserted by a third party against an Indemnitee arising out of or resulting from negligent acts or omissions of the A/E, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The A/E shall not be required to indemnify an Indemnitee to the extent the Indemnitee's damages result from the Agency's own negligence.

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

F. A/E SERVICES

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

G. AGENCY'S RESPONSIBILITIES

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

H. CLAIMS AND DISPUTE RESOLUTION

1. All disputes, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. A/E agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, the phrase "the State" includes the Agency, any governmental entity transacting business with the A/E pursuant to the Contract, and the State Fiscal Accountability Authority.
2. A/E consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on A/E by certified mail (return receipt requested) addressed to A/E at the address provided in the Contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
3. The A/E and Agency waive claims against each other for listed damages arising out of or relating to this Contract.
 - a. For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section K.5, (viii) lost revenue and profit lost use of the property, (ix) costs resulting from lost productivity or efficiency.

- b. For the A/E, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section K.5, (vii) unamortized equipment costs; and (viii) losses incurred by the A/E's consultants for the types of damages the A/E has waived as against the Agency.
4. Continuation of Work: Pending resolution of a claim or dispute, the A/E shall proceed diligently with the performance of its services under this Contract, and Agency shall continue to make payments in accordance with this Contract for all services rendered by A/E which are not the subject of the claim or dispute.

I. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:

- a. The Agency may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default by the A/E.
- b. When the Work, in whole or in part, is resumed, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
- c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

2. Agency Right of Termination:

- a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
- b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.

3. A/E Right of Termination:

- a. The A/E may terminate the contract if Work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
 - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section K, if the Agency fails to make payments to the A/E as set forth in Section K and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.
4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents, completed or in progress on the date of termination, in electronic format. The Agency's rights to use the A/E's Work Product in the event of a termination of this Contract are set forth in the Contract.

J. MISCELLANEOUS PROVISIONS

- 1. Governing Law: The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- 2. This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.
- 3. Severability: If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

4. **Economic Conflict of Interest:** The A/E shall not have or exercise any official responsibility regarding a public contract in which the A/E, or a business with which he is associated, has an economic interest. A person working for the A/E shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If the A/E is asked by any person to violate, or does violate, either of these restrictions, the A/E shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in S.C. Code Ann. § 8-13-100.
5. **Drug-Free Workplace:** The A/E must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The A/E certifies to the Agency that A/E will provide a Drug-Free Workplace, as defined by S.C. Code Ann. §§ 44-107-20(1).
6. **False Claims:** According to SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
7. **Non-Indemnification:** It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations per S.C. Code Ann. § 11-9-20. It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year per S.C. Code Ann. § 11-1-40.
8. **Assignment:** The Agency and A/E, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither the Agency nor the A/E shall assign this Contract without the written consent of the other. S.C. Code Ann. Reg. 19-445.20180 provides as follows: "No State contract is transferable, or otherwise assignable, without the written consent of the Chief Procurement Officer, the head of a purchasing agency, or the designee of either; provided, however, that a contractor may assign monies receivable under a contract after due notice from the contractor to the State."
9. **Force Majeure:** In the event A/E is hindered, delayed or prevented from performing its obligations under this Contract as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, or any other cause beyond the reasonable control of A/E, the time for completion of A/E's work shall be extended by the period of resulting delay.
10. **Open Trade Representation:** By signing this Contract, A/E represents that A/E is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300. During the contract term, including any renewals or extensions, A/E will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

K. COMPENSATION

1. Basic Services:

The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A in the amount of:

\$ 10,230.00

2. Additional Services:

The Agency shall compensate the A/E for Additional Services rendered as described in the Contract Documents in Section A in the amount of:

\$

3. Reimbursable Expenses:

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

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

\$

4. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
5. Progress Payments: Payments for services shall be made monthly in proportion to services performed. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency. Payments due to the A/E and unpaid under this Contract shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the A/E shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
6. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

AGENCY:

BY: 
 (Signature of Representative)

PRINT NAME: Eric Fosmire

PRINT TITLE: Chief of Staff

DATE: 10/12/2022

A/E:

BY: 
Jonathan Krebs
 (Signature of Representative)

PRINT NAME: Jonathan Krebs, CFA, CGFM

PRINT TITLE: Managing Partner

DATE: 10/12/2022

V2 Marlboro County Tier 1 Environmental Services Proposal_final_rev2 9-28-22

Final Audit Report

2022-09-28

Created:	2022-09-28
By:	Sidney Ferris (sidney.ferris@home.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQW1qAchYYCn3fIRPDcOP6JQzV8rnp75Z

"V2 Marlboro County Tier 1 Environmental Services Proposal_final_rev2 9-28-22" History

-  Document created by Sidney Ferris (sidney.ferris@home.com)
2022-09-28 - 7:30:14 PM GMT
-  Document emailed to Jonathan Krebs (jonathan.krebs@home.com) for signature
2022-09-28 - 7:30:29 PM GMT
-  Email viewed by Jonathan Krebs (jonathan.krebs@home.com)
2022-09-28 - 7:31:55 PM GMT
-  Document e-signed by Jonathan Krebs (jonathan.krebs@home.com)
Signature Date: 2022-09-28 - 7:32:09 PM GMT - Time Source: server
-  Agreement completed.
2022-09-28 - 7:32:09 PM GMT

From: Daniel Paul
To: Kendrick, Pamela
Cc: Miramonti, Nancy; Webb, Shauna; Fosmire, Eric
Subject: [External] Marlboro Tier 1_SE235: Signed Copy
Date: Wednesday, October 12, 2022 2:10:01 PM
Attachments: SE-235_Horne_Marlboro_Tier_1_for_signature - signed.pdf
SC Office of Resilience COI.pdf
2022-2023 COI - South Carolina Office of Resilience.pdf
21-22 SC Office of Resilience APL \$1M \$2M.pdf

Pam,

Attached please find the executed copy of the SE-235 contract and the relevant certifications. In addition, your email requested the "associated hourly billing rates" for the \$10,230.00. I've dropped that data below. The delta of \$1,000 is due to the publication costs in English and Spanish for the NOI Publication which is not tied to labor/hours. Please let me know if you have any questions.

Role	Hours	Bill Rate	Loaded Cost	Staff
Senior Manager	6.50	\$250	\$1,625	Karyn Desselle, Lauren Poche, Lori Cunningham
Manager	36.00	\$205	\$7,380	Erich Ortlieb, Ying Qualls, Jenna Dunham
Senior Associate	1.50	\$150	\$225	Ana Martin
Total Labor	44.00		\$9,230	

In Service,
Daniel Paul

Daniel Paul
Senior Manager, Government Services | HORNE
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September 28, 2022

Pam Kendrick
Environmental & Infrastructure Program Manager, Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Dr.
Columbia, SC 29201

Re: Tiered Environmental Review Services, CDBG-MIT Voluntary Buyout Program, Marlboro County

Dear Ms. Kendrick:

HORNE is pleased to submit to the South Carolina Office of Resilience (SCOR) our proposal to provide Environmental Review Services for the HUD-funded CDBG-MIT Hurricane Florence Voluntary Buyout Program in Marlboro County (HORNE LLP DUNS Number: 075071548 / SAM Unique Entity ID (UEI): YKMWPTP5MHA3). Our team has worked side-by-side with SCOR to provide stable and affordable housing to South Carolinians in need for more than 5 years. We have helped implement multiple federally funded disaster recovery programs and we take pride in the work we have done for SCOR to assist in the recovery of residents deeply affected by major disasters and can assure the following:

Our team is aware of the potential impact mitigation programs can have on the environment and the critical timeframes involved in the environmental review process. We understand the importance of a team that can act swiftly to meet key milestones that will allow the program to launch the start of acquisition, buyout, and new construction activities sooner and help the residents of Bennettsville and Marlboro County recover faster. We commit to meet or exceed timelines that prioritize the recovery needs of this community.

We know that expediency is worthless in the absence of regulatory compliance. From the initial coordination with the State and other stakeholders, to submitting a Tier 1 Re-evaluation that provides a foundation for expediting Tier 2 Site-Specific Reviews, having an extensive knowledge and understanding of HUD's environmental review requirements at 24 CFR Part 58 and the existing Tier 1 Environmental Review developed for similar SCOR program activities in Marlboro County, will be key to implementing the most effective approach to achieving environmental compliance. We commit to

meet or exceed compliance requirements with environmental standards at the federal, state, and local levels throughout the program's life cycle.

Our promise to SCOR is that we will leverage the environmental expertise this team possesses to anticipate potential barriers and use proven solutions to design and implement an impactful environmental compliance program that aligns with SCOR's goals and priorities.

Sincerely,

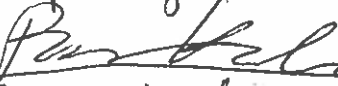
HORNE LLP


Jonathan Krebs (Sep 28, 2022 14:32 CDT)

Jonathan Krebs, CFA, CGFM
Managing Partner

Enclosures

cc:

Accepted by SCOR: September 29, 2022

Pamela Kendrick

Scope of Services Requested

SCOR's voluntary buyout program is funded through a HUD CDBG-Mitigation grant (approx. \$162 million, B-18-DP-45-0001). SCOR has approved a buyout project in the City of Bennettsville to buyout and demolish residential properties in the floodplain, predominantly in the Richardson Park and Shady Rest neighborhoods. There may be opportunity to expand the buyout to capture interested property owners beyond the initial approved project. It is not known at this time which properties will ultimately be bought out.

SCOR has held meeting with the general public, city staff, and elected officials both before and after the approval of the Bennettsville Buyout project. In each of those meetings, SCOR has heard that there is a need for more affordable housing. Citizens that have experienced repetitive flooding would like a buyout, but they feel like they can't take it because they have nowhere to go. Following these meetings, SCOR began discussions with HUD about the possibilities of using a portion of SCOR's CDBG-MIT funds to build affordable housing on vacant lots in Bennettsville / Marlboro County. Any new construction will not be in the 100-year floodplain. This will allow citizens to participate in the buyout and relocate to safer areas while remaining in their community. Although this concept is early in its development, SCOR will provide additional information when it is available to facilitate the completion of the Tier 1 Environmental Review.

SCOR requests a proposal for a Marlboro Tier 1 Environmental Review that includes the proposed scope of work, proposed budget (including a line-item cost breakdown), and proposed timeline for deliverables.

- The Tier 1 scope of work should evaluate buyout activities in the floodplain as well as new residential construction outside of the floodplain. The activities will be funded through the HUD CDBG-MIT grant.
- All required public notices (including distribution to interested agencies). SCOR can provide public notice templates and a list of interested agencies.
- Assist SCOR in addressing and responding to any public comments received.
- Submission of all environmental reviews through HEROS (required by HUD as of Jan 2022).
- Final deliverables sent to SCOR through HEROS and via email.

Proposed Scope of Services

In the interest of streamlining the environmental process, as stated in the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (approved February 9, 2018) (the "Appropriations Act"), HUD strongly encourages grantees as Responsible Entities to develop a Tiered environmental review process as defined in 40 CFR 1508.28 to achieve compliance with 24 CFR Part 58. In line with this approach, the scope of the existing Tier 1 Environmental Review Record (ERR) prepared for Marlboro County for similar Hurricane Florence housing activities already, provides a unique opportunity for our team to incorporate the newly proposed activities (acquisition/new construction) through the process of re-evaluation in accordance with 24 CFR 58.47.

If the re-evaluation determines that the original findings are no longer valid, SCOR would be required to prepare an EA or an EIS if its evaluation indicates potentially significant impacts. However, if the re-evaluation of the Tier 1 ERR affirms the original findings are still valid (Finding of No Significant Impact), the FONSI notice was previously published; therefore, no further publication of a FONSI notice is required. The HORNE team will coordinate with SCOR to prepare and disseminate/publish the NOI/RR0F in accordance with 24 CFR 58.70. Upon conclusion of the comment period, the HORNE team will coordinate with SCOR in preparing HUD Form 7015.15 Request for Release of

Funds (RROF) for submission to HUD. Additionally, our team of compliance experts will develop a Site-Specific Review process, designed to ensure compliance with all applicable local, state, and Federal requirements and facilitate submission via HEROS, while minimizing the administrative burden of compliance, monitoring and closeout. Implementing this approach means the Tier 1 ERR will be ready for use by SCOR's CDBG-MIT Voluntary Buyout Program within 60 days of contract execution and site-specific environmental reviews and expenditure of funds can begin immediately thereafter, allowing the SCOR team to execute the program swiftly and confidently.

The experts on the HORNE team have a proven track-record of speeding the recovery time while fully complying with environmental requirements, and the SCOR leadership team has seen us in action. The HORNE team includes NEPA and regulatory compliance experts and Secretary of Interior (SOI) Standards Qualified historic preservation specialists who have, and will continue, to work closely with HUD and other state agencies at contract start to proactively seek out novel solutions and coordinate our methodology and processes to expedite every site-specific review to the greatest extent feasible. Our integrated quality control process provides a secondary review of all environmental deliverables to ensure HUD-compliance.

Deliverables

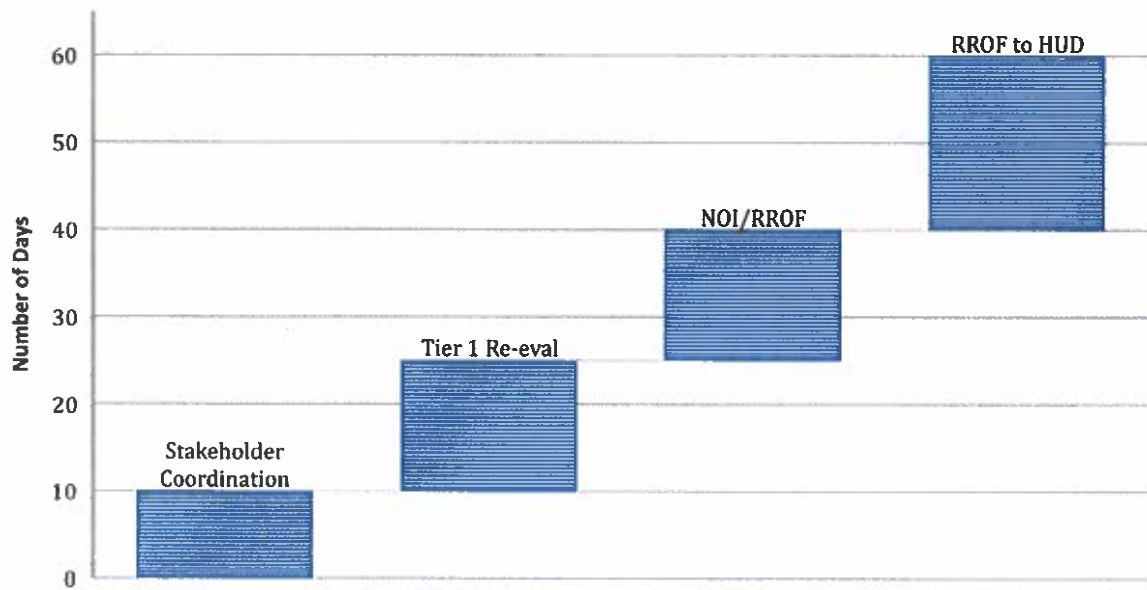
- Conduct a full re-evaluation of the existing Tier 1 ERR for Marlboro County to evaluate voluntary buyout activities in the 100-Year Floodplain (or designated Disaster Risk Reduction Area) as well as new single-family (1-4 unit) residential construction outside of the 100-Year Floodplain.
- Publish combined NOI-RROF (English and Spanish) in the Herald-Advocate (based in Bennettsville), distribute the notice to interested agencies and provide SCOR digital copies of notarized affidavit of publication and all notice distributions. Notice will be published as 1-day legal ad in English and Spanish.
- Assist SCOR in responding to any public / stakeholder comments in a timely manner, upon receipt of request.
- Prepare HUD Form 7015.15 Request for Release of Funds (RROF) for submission to HUD.
- Develop a customized Site-Specific Review process designed to provide a comprehensive, accurate, record of compliance and facilitate the HEROS submittal process.
- Submit all environmental reviews through HEROS.
- Submit all final deliverables to SCOR through HEROS and via email.

Proposed Timeline

Table 1. Schedule of Deliverables

Schedule of Deliverables	
Tier 1 Re-evaluation	
Days 1 – 25	Draft Tier 1 Re-evaluation
Days 26 – 40	Publication of NOI/RROF (7-day comment period)
Days 41 – 60	Submission of RROF to HUD (15-day objection period)

Figure 1: Project Delivery Timeline



Proposed Cost

Marlboro County CDBG-MIT Voluntary Buyout Program Environmental Pricing

Unit Rates	
	Unit Cost
Tier 1 Re-evaluation	
Marlboro County Tier 1 Re-evaluation (incl. buyout/new construction)	\$8,060
NOI-RROF Publication (incl. translation and 1-day legal ad in English and Spanish)	\$1,800
HUD Form 7015.15 Request for Release of Funds (RROF)	\$370
Total Cost	\$10,230






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Final Audit Report

2022-10-12

Created:	2022-10-12
By:	Megan Conner (Megan.conner@horne.com)
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-  Document created by Megan Conner (Megan.conner@horne.com)
2022-10-12 - 3:36:52 PM GMT
-  Document emailed to Jonathan Krebs (jonathan.krebs@horne.com) for signature
2022-10-12 - 3:37:31 PM GMT
-  Email viewed by Jonathan Krebs (jonathan.krebs@horne.com)
2022-10-12 - 3:45:16 PM GMT
-  Document e-signed by Jonathan Krebs (jonathan.krebs@horne.com)
Signature Date: 2022-10-12 - 3:47:06 PM GMT - Time Source: server
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