

SE-230

TRANSMITTAL OF SMALL PROFESSIONAL SERVICES CONTRACT
 FOR INFORMATION ONLY
AGENCY: South Carolina Office of ResiliencePROJECT NAME: Darlington County BuyoutPROJECT NUMBER: D30-N029-MJ**FIRM SELECTED**NAME: Three Oaks EngineeringCITY: CayceSTATE: SCEMAIL: mark.mohr@threeoaksengineering.comTELEPHONE: 803-205-5563**BUDGETARY INFORMATION**

1. TOTAL PROJECT BUDGET: PIP (enter latest A-1 "Total Project Budget")..... \$ _____
 Non-PIP (enter Agency's project budget)..... \$ 20,900.00
2. CONSTRUCTION BUDGET FOR THIS CONTRACT
 (including Construction Contingency): N/A \$ 0.00
3. TOTAL BASIC AND ADDITIONAL SERVICES FEES FOR THIS CONTRACT
 (cannot exceed \$50,000.):..... \$ 700.00
4. ESTIMATED REIMBURSABLES FOR THIS CONTRACT: \$ 0.00
5. TOTAL CONTRACT AMOUNT (sum of #3 and #4): \$ 21,600.00
6. SUM OF ALL FEES PAID TO THIS FIRM IN THE PAST 24 MONTHS,
 EXCLUDING REIMBURSABLES (cannot exceed \$150,000.): \$ 0.00

BY: 

(Signature of Agency Representative)

DATE: 28 June 2023PRINT NAME: Eric FosmireTITLE: Chief of Staff & General Counsel**SUBMIT THE FOLLOWING DOCUMENTS TO OSE:**

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

OSE PM: _____ DATE: _____

SE-235 PROFESSIONAL INCIDENTAL SERVICES CONTRACT

AGENCY: South Carolina Office of Resilience

PROJECT NAME: Darlington County Buyout

PROJECT NUMBER: D30-N029-MJ

A/E NAME: Three Oaks Engineering, Inc.

ADDRESS: 1022 State Street, Building 2
Cayce, SC 29033

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

A. CONTRACT DOCUMENTS

1. Documents forming a part of this contract are, in order of precedence:
 - a. This Contract, SE-235.
 - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E Consultants, and the projected Reimbursable items.
 - c. Supplemental Conditions, attached if applicable.
 - d. The following other documents:
 - Proposal for Scope of Services
2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

B. REPRESENTATIVES

1. Agency's Representatives

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

NAME: Eric G. Fosmire

TITLE: Chief of Staff & General Counsel

ADDRESS: 632 Rosewood Drive, Columbia SC 29205

TELEPHONE: 803-822-9580

FAX: 803-771-2887

EMAIL: eric.fosmire@scor.sc.gov

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

2. A/E's Representatives

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

NAME: Suzanne Unger Young

TITLE: President

ADDRESS: 1022 State Street, Bldg 2, Cayce SC 29033

TELEPHONE: 919-423-9413

FAX: _____

EMAIL: suzanne.young@threeoaksengineering.com

The term "A/E" means the A/E or the A/E's Representative.

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

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.

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.

I. 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.

J. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:
 - a. The Agency may, at any time, suspend the Work, in whole or in part, by written notice to the A/E 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, by written notice from the Agency, 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.

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), and its officers, agents, and employees.

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 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.
6. 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. INSTRUMENTS OF SERVICE

1. The A/E and the A/E's consultants shall be deemed the authors and owners of their respective Instruments of Service, including any Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Project is not to be construed as publication in derogation of the reserved rights of the A/E and the A/E's consultants.
2. The A/E grants to the Agency a perpetual, irrevocable, non-exclusive license to use and authorize others to use, at any time and in any manner, the A/E's Instruments of Service. The A/E shall obtain and provide to the Agency licenses from the A/E's consultants that have terms identical to those that obligate the A/E to the Agency as expressed above in this Section.
3. In the event the Agency uses the Instruments of Service without retaining the authors of the Instruments of Service, the Agency releases the A/E and A/E's consultant(s) from all claims and causes of action arising from such uses. The Agency, to the extent permitted by law, further agrees to waive any claims against the A/E and its consultants for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Agency's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Agency rightfully terminates this Contract for cause.

L. 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:

\$ 20,900 reiew, recommendation and templates for Tier 1 and tier 2

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:

\$ 700 newspaper ads

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:

\$ 0.00

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 G. Fosmire

PRINT TITLE: Chief of Staff & General Counsel

DATE: 28 June 2023

A/E:

BY: 
(Signature of Representative)

PRINT NAME: Suzanne Unger Young

PRINT TITLE: President

DATE: 6/28/2023

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, in electronic format, completed or in progress on the date of termination. The Agency shall not alter or revise the documents without written approval from the A/E.
5. In the event of termination for cause, the A/E shall promptly provide Agency with all documents, in electronic format, completed or in progress on the date of termination. The Agency shall be responsible for any alteration or revision to the documents.

K. 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.

PD30 - N129 - MW



Three Oaks Engineering, Inc.
1022 State Street, Building 2
Cayce, SC 29033
SAM: X44JLEN612J6 / 7F1H4

April 26, 2023 (rev May 4, 2023)

Pamela Kendrick
Environmental & Infrastructure Program Manager
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, SC 29201
pamela.kendrick@scor.sc.gov

**SUBJECT: Proposal for Scope of Services
Darlington County Buyout Project Environmental Review**

Dear Ms. Kendrick:

Three Oaks Engineering (Three Oaks) is pleased to provide a proposal to complete a Tier 1 Broad Environmental Review for the Darlington County Buyout project. In order to complete these services, the following tasks will be performed, as outlined in the attached scope of work and schedule:

- Task 1: Review of Existing Documentation & Recommendations
- Task 2: Tier 1 Environmental Review and Tier 2 Templates for Darlington County Buyouts


The cost for these services is \$21,600 and will be invoiced monthly based on percent complete.

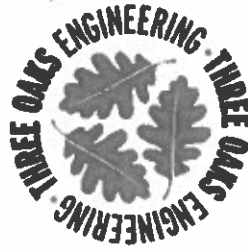
Payment for these services is to be delivered to Three Oaks Engineering, Inc., 324 Blackwell Street, Suite 1200, Durham, NC 27701 and is due upon receipt of the final deliverable.

If this proposal is consistent with your requirements and meets your approval, please authorize this work by signing below and returning to me by e-mail (mark.mohr@threeoaksengineering.com). If you have any questions or require additional information, please contact me at 803-205-5563. I appreciate the opportunity to provide you with our professional services.

Sincerely,


Mark Mohr
SC Office Lead

Authorization to Proceed with Three Oaks Proposal	
Signature:	
Printed Name	Chief of Staff & General Counsel
Title:	Eric G. Fosmire
Date:	06-27-2023



Scope of Work

Environmental Review for Darlington County Buyout Project

April 26, 2023 (rev May 4, 2023)

Background

The SC Office of Resilience (SCOR) voluntary buyout program is funded through a HUD CDBG-Mitigation grant (approx. \$162 million, B-18-DP-45-0001). A Tier 1: Broad Environmental Review Record was completed for Darlington County Single Family Homeowner Rehabilitation & Reconstruction Program (SCOR, December 2016) that covered rehabilitation activities to repair storm damage, single-family reconstruction on the original footprint, and replacement of damaged manufactured housing units and mobile homes on scattered sites throughout Darlington County. In 2021, a Re-evaluation of Tiered Environmental Review was prepared to incorporate additional funding from subsequent storms, update Tier 2 environmental review procedures based on agency coordination, and consider additional housing activities. Property acquisition/buyout was incorporated as a new activity but limited to Horry, Dillon, and Marion counties.

SCOR has approved a buyout project in Darlington County to acquire and demolish residential properties in the floodplain, predominantly in the Town of Darlington and City of Hartsville areas. Acquisition/buyout activities in Darlington County have not been documented in a previous environmental review.

Three Oaks Engineering, Inc. (Three Oaks) is pleased to submit this scope of work for services related to Environmental Review for the Darlington County Buyout Project.

Objective: Three Oaks will prepare environmental documentation in accordance with 24 CFR Part 58 Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects.

Work Tasks: Three Oaks will provide the following tasks:

Task 1: Review of Existing Documentation & Recommendation

Three Oaks has reviewed the 2021 Re-evaluation and 2016 original Tier 1 Environmental Reviews. In the 2021 Re-evaluation, compliance was achieved at the Tier 1 level for the following nine factors:

- Airports
- Coastal Barrier Resources
- Clean Air
- Coastal Zone Management
- Endangered Species
- Farmlands Protection
- Noise Abatement and Control
- Sole Source Aquifers
- Wild and Scenic Rivers

Site-specific analysis was required for the following seven factors:

- Flood Insurance
- Contamination and Toxic Substances



- Explosive and Flammable Hazards
- Floodplain Management
- Historic Preservation
- Wetlands Protection
- Environmental Justice

Three Oaks has evaluated options for moving forward with environmental review for buyouts in Darlington County:

1. Re-evaluate/update the 2021 Tier 1 environmental review to add "Acquisition/Buyout" for Darlington County
 - Acquisition/Buyout is included as Proposed Action 7 in the re-evaluation (limited to Dillon, Horry, and Marion counties), so impacts related to buyouts are already discussed to a degree
 - Several factors evaluated and incorporated into the Tier 2 reviews are not applicable to buyouts
2. Prepare a county wide Tier 1 Broad Environmental Review Record for the Darlington County Buyout Project
 - For the proposed Buyout Project, four of the seven factors that site-specific analysis for rehabilitation and reconstruction could be documented at the Tier 1 level and excluded from Tier 2 Site Specific Review:
 - Flood Insurance
 - Explosive and Flammable Hazards
 - Floodplain Management
 - Environmental Justice
 - Site-specific review at the Tier 2 level would only be needed for contamination and toxic substances, historic preservation, and wetlands protection
 - Allows for scattered sites from across the county to apply for acquisition
 - Acquisition/buyout activities are exempt under 24 CFR 55.12, so the 8-step process is not required

Option 2 allows for a streamlined environmental review with reduced Tier 2 requirements and provides the flexibility to consider scattered sites throughout the county. Three Oaks will coordinate with SCOR staff to confirm the format for the environmental review.

Task 2: Tier 1 Environmental Review for Darlington County Buyouts

Three Oaks will prepare a Tier 1 Environmental Review (or re-evaluate the existing Darlington County Tier 1) to evaluate voluntary residential buyout activities in Darlington County.

Three Oaks will prepare agency coordination letters and project mapping for distribution to regulatory agencies and other stakeholders, as appropriate. Agency and stakeholder comments will be summarized and incorporated into the environmental review.

Three Oaks will prepare the Part 58 EA in accordance with environmental review guidance for HUD-assisted projects and guidance provided in the State of South Carolina Documentation Sources for HUD Environmental Reviews. The EA will include:

- Description of the Proposed Project
- Statement of Purpose and Need
- Existing Conditions and Trends
- Funding Information
- Statutory Compliance Checklist [24 CFR 50.4, 58.5, and 58.6]
- Other Environmental Assessment Factors 24 CFR 58.40, 40 CFR 1508.8 & 1508.27], including climate change and Environmental Justice
- Alternatives to the Proposed Action
- Mitigation Measures (as necessary)



- Additional Studies Performed and Permits to be Obtained (as necessary)
- List of Sources, Agencies, and Persons Contacted
- Summary of Findings and Determination
- Source Documentation for Environmental Record

Three Oaks will prepare a Tier 2 Site-Specific Environmental Review template and checklists.

One electronic copy of the draft EA and supporting materials will be provided to SCOR for review and approval (either as a pdf or in HEROS). Review comments will be incorporated into the final EA. The final EA will be entered into HEROS for publication.

If a Finding of No Significant Impact (FONSI) is determined based on the EA evaluation, following approval of the Final EA by SCOR, Three Oaks will prepare a Combined Notice of FONSI and Intent to Request for Release of Funds (NOI/RROF) and provide to SCOR for review. Once approved, Three Oaks will arrange for publication of the Notice in a newspaper of general circulation in the local community and will circulate the Notice to regulatory agencies and others with an interest in the project. Three Oaks will provide a Spanish version of the Notice and publish as appropriate.

Three Oaks will record all public comments received during the comment period and formulate responses to the public comments with the Client's assistance. At the conclusion of the comment period, Three Oaks will provide a record of all comments and responses unless no comments are received.

Assumptions

- Three Oaks will prepare and arrange for publication of required notice (combined FONSI and NOI/RROF), including Spanish translation and publication.
- Up to 20 comments/responses to the public notice are included in the fee proposal.
- 8-step process and documentation will not be needed.
- Tier 2 site-specific reviews are not included.

Schedule

Week	Task
1	Receive NTP; Confirm format for environmental review
2	Prepare and distribute agency coordination letters
3-5	Prepare draft EA and Tier 2 site-specific environmental review template
6	Receive and incorporate agency comments into EA and Tier 2 template
7-8	Submit draft for SCOR review
9	Finalize and enter documentation into HEROS for publication
10-11	Distribute/publish combined FONSI and NOI/RROF
12	Complete ERR and submit RROF



Compensation

Compensation is based upon our understanding of the project and our experience on projects similar in scope. Compensation to Three Oaks for the proposed scope of work outlined above will be a lump sum fee as follows:

Task	Fee
Task 1 Review of Existing Documentation & Recommendation	\$2,950
Task 2 Tier 1 Environmental Review and Tier 2 Templates for Darlington County Buyouts	\$17,950
Direct Expenses (newspaper ads)	\$700
TOTAL	\$21,600



Rates

The following rates were used in the development of the cost estimate for this work.

Three Oaks Engineering 2023 Hourly Rates	
Position	Loaded Hourly Rate
Principal	\$230
Project Manager/Sr. Planner	\$200
Hydraulics Engineer	\$200
Planner/Environmental Scientist	\$125
Hydraulic Designer	\$105
Jr. Planner/Env. Scientist/GIS Technician	\$90