

SE-235 PROFESSIONAL INCIDENTAL SERVICES CONTRACT

AGENCY: South Carolina Office of Resilience (SCOR)

PROJECT NAME: Lake City - Hwy 52 Infrastructure Project

PROJECT NUMBER: D30-N005-MJ

A/E NAME: Environmental Corportation of America (ECA)

ADDRESS: 1375 Union Hill Industrial Court

Alpharetta, GA 30004

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: HUD Section 106 Review for Phase 1 and Phase 2 of Lake City Hwy 52

Proposal: HUD NEPA Environmental Assessment for Phase 1 and Phase 2 of Lake City Hwy 52

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 Fosmire

TITLE: Chief of Staff and General Counsel, South Carolina Office of Resilience

ADDRESS: 632 Rosewood Drive, Columbia, SC 29201

TELEPHONE: (803) 822-9580

FAX: _____

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: Dina Bazzill

TITLE: VP Cultural Resources/Tribal Coordinator

ADDRESS: 1375 Union Hill Industrial Court, Alpharetta, GA 30004

TELEPHONE: (252) 412-7960

FAX: _____

EMAIL: dina.bazill@eca-usa.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.
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. 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.

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, 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.

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.

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:

\$ 8500.00

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 G. Fosmire

PRINT TITLE: Chief of Staff & General Counsel

DATE: 9 September 2021

A/E:

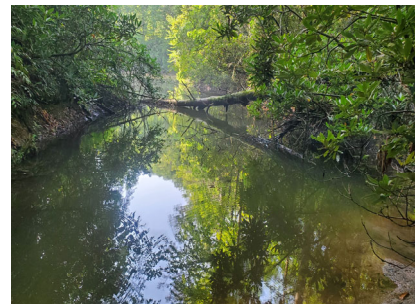
BY: 
(Signature of Representative)

PRINT NAME: Dina M Bazzill

PRINT TITLE: VP Cultural Resources

DATE: September 9, 2021

Proposal: Housing and Urban Development (HUD) NEPA
Environmental Assessment for Phase 1 and Phase 2 of
the Lake City Hwy 52 Infrastructure Project in
accordance with 24 CFR Part 58, Lake City, Florence
County, South Carolina



Submitted to:

Pamela Kendrick – Environmental & Buyout Program Manager,
Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Dr.
Columbia, SC 29201
803-354-3281
Pamela.Kendrick@scor.sc.gov



Prepared by

Ben Salter - Principal Scientist
Environmental Corporation of America (ECA)
1375 Union Hill Industrial Court
Alpharetta, GA 30004

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ATTACHMENTS

Attachment A	Map of Proposed Survey Area
Attachment B	Curriculum Vitae

INTRODUCTION

The South Carolina Office of Resilience (SCOR) has requested a proposal to assist their efforts in the completion of a United States Department of Housing and Urban Development (HUD) Environmental Assessment (EA) in accordance with 24 CFR Part 58 for Phase I and Phase II of the Lake City Hwy 52 Infrastructure Project in Lake City, South Carolina. Phase I and II construction efforts consist of the proposed improvement and enhancement of ditches and stormwater pipes from the existing drainage ditch adjacent to Ronald E. McNair Middle School to a major outfall at West Main Street. According to the project map provided by SCOR, the proposed project includes approximately 5,255 feet of improvements. Plans for Phase II are not yet available.

REGULATORY BACKGROUND AND SCOPE OF WORK

The National Environmental Policy Act (NEPA) was signed into law on January 1, 1970. The Act establishes national environmental policy and goals for the protection, maintenance, and enhancement of the environment, and it provides a process for implementing these goals within the federal agencies.

Most federal agencies have promulgated their own NEPA regulations and guidance which generally follow the procedures set forth by the Council on Environmental Quality (CEQ) but are tailored for the specific mission and activities of the agency. HUD has developed their own guidance to be used to assist applicants in meeting HUD NEPA requirements. Regulations at 24 CFR Part 58 specifically allow the assumption of authority to perform environmental reviews by responsible entities, including units of government such as towns, cities, counties, tribes, or states. Based on the scope of the proposed project, it is ECA's understanding that the action would not meet the criteria for exemption or categorical exclusion from NEPA review per 24 CFR 58.34 and 58.35, respectively. Therefore, an Environmental Assessment would be required.

- A Draft EA document would be completed utilizing the HUD form *Environmental Assessment Determinations and Compliance Findings for HUD-Assisted Projects 24 CFR Part 58* and submitted to SCOR for review and comment. ECA also understands that HUD would have an opportunity to review and comment on the EA prior to issuing the Authorization to Use Grant Funds (AUGF). ECA would address comments received from SCOR and HUD and prepare a Final EA document.
- The criteria that would be evaluated in relation to the proposed project and its alternatives include historic properties, floodplain management, wetlands and waters, coastal resources, sole source aquifers, threatened and endangered species, wild and scenic rivers, air quality, farmland protection, noise control and abatement, explosive and flammable operations, airport hazards, contamination and toxic substances, and environmental justice. The appropriate local, state, and federal agencies would be



consulted as needed to determine impacts to the evaluated criteria. ECA has provided a separate proposal for the preparation of Section 106 Review documentation for the proposed project.

- ECA would work closely with SCOR to document the purpose and need for the project and to describe in a narrative format, all of the proposed actions associated with the proposed development activities, including needed permits and mitigation measures. Alternatives analysis would include the “no action” alternative and the “preferred” or “development” alternative. Negative impacts and benefits would be evaluated for each alternative relative to the EA criteria.
- If a Finding of No Significant Impact (FONSI) is determined based on the EA evaluation and following approval of the Final EA by SCOR and HUD, ECA would prepare a Combined Notice of FONSI / Notice of Intent to Request for Release of Funds (NOI/RROF) and provide to SCOR for review.
- Once approved, ECA would publish the Combined Notice in a newspaper of general circulation in the local community (single publication) and would circulate the notice to those identified in the SCOR Agency Distribution List for Florence County in addition to Lake City municipal agencies and administrators and any local organizations or individuals that have a known interest in the project.
- ECA would be responsible for recording of all public comments received during the comment period and formulation and recording of all responses issued to public comments. At the conclusion of the mandatory public comment period, ECA would provide SCOR with proof of publication and a record of all comments and responses. If no comments are received, ECA would provide SCOR with a written statement that no comments were received during the comment period.

As indicated above, plans for Phase II of the proposed project are not yet available. Plans would be needed to evaluate the specific impacts related to this Phase of the proposed project. If plans are not anticipated to be available in the near future, at the instruction of SCDOR, ECA would proceed with preparation of an EA for Phase I only and may prepare a separate EA for Phase II at a later date.

FEE ESTIMATE

ECA will perform the outlined scope of work according to the following pricing schedule:

Scope of Work	Fee
Environmental Assessment and Preparation/Publication of FONSI/NOI/RROF*	\$5,650

* Does not include Phase I/II Environmental Site Assessment, species-specific surveys, wetland/waters delineations or permitting, land-survey, engineering services, other permitting services, public scoping/meetings, additional public notices, HUD 8-Step Process for floodplains/wetlands, air quality compliance plans, detailed noise studies/modeling, or resolution of potential environmental justice impacts.



SCHEDULE

ECA is prepared to begin work on the outlined scopes within one week of notice to proceed. Background research will be completed within approximately 10 business days of project authorization. Consultation with appropriate regulatory and other stakeholder agencies will be initiated within approximately 15 business days of project authorization. Completion of the EA will be dependent upon response time of the consulting agencies/stakeholders and completion of the cultural resources assessment and consultation (Section 106 Review proposal provided separately), but is anticipated to be complete within approximately twelve (12) weeks of project authorization. Publication of the Combined Public Notice would occur following approval of the Final EA by SCOR and HUD and is anticipated to occur within 10 business days of approval. Public comments are anticipated to be addressed within 10 business days following close of the public notice comment period, assuming that further consultation and/or technical analysis is not required. In the event that the project is delayed due to unforeseen circumstances, or other issues arise, ECA will maintain open lines of communication with all parties in order to efficiently and accurately address concerns.

ASSUMPTIONS

1. It is assumed that no portions of the proposed project area are located within jurisdictional wetlands or waters or within a mapped 100-year floodplain.
2. It is assumed that no negative impacts related to environmental justice would result from the proposed project and that no in-depth studies related to environmental justice will be required for completion of the EA.
3. It is assumed that no specific air quality compliance plans or noise studies/modeling will be required.
4. SCOR will be responsible for providing all drawings, plans, and information related to the Phase I and Phase II Lake City Hwy 52 Infrastructure Project for review by ECA.
5. ECA field personnel will have 100% access to the project area during the time needed for fieldwork documentation.
6. No public meetings or hearings are included in the scope of this proposal.
7. It is assumed that SCOR and HUD will be the only reviewers of the draft EA. Requested changes by additional reviewers can be conducted under a separate proposal as needed. Only two sets of comments/edits total are anticipated.
8. Review comments and edits received from SCOR and/or HUD will not request information or new research that was not present in the Scope of Work and/or contract, that exceeds the project budgetary thresholds, or that is not normally included in similar levels of report effort.
9. Responses to public comments will not require more in-depth technical analysis beyond that included in the initial EA approved by SCOR and HUD.



STATEMENT OF QUALIFICATIONS

ECA currently employs a team of experienced NEPA evaluators, including staff with specific expertise in a variety of environmental and natural resources related subject matter.

Ben Salter, MS, PWS is the Vice-President of ECA's Environmental Department and will act as project lead with regard to preparation of the EA documentation. Mr. Salter has a comprehensive background in NEPA evaluation prepared for numerous federal agencies, including HUD. Mr. Salter has 21 years of experience preparing NEPA and other environmental documentation, environmental and ecological fieldwork, and authoring and reviewing NEPA documents.

CLOSURE

Thank you for the opportunity. ECA understands the significance of this endeavor and we appreciate the opportunity to provide you this proposal. If you have any questions or concerns, please contact Ben Salter at (828) 505-0755, ben.salter@eca-usa.com.

Sincerely,
Environmental Corporation of America

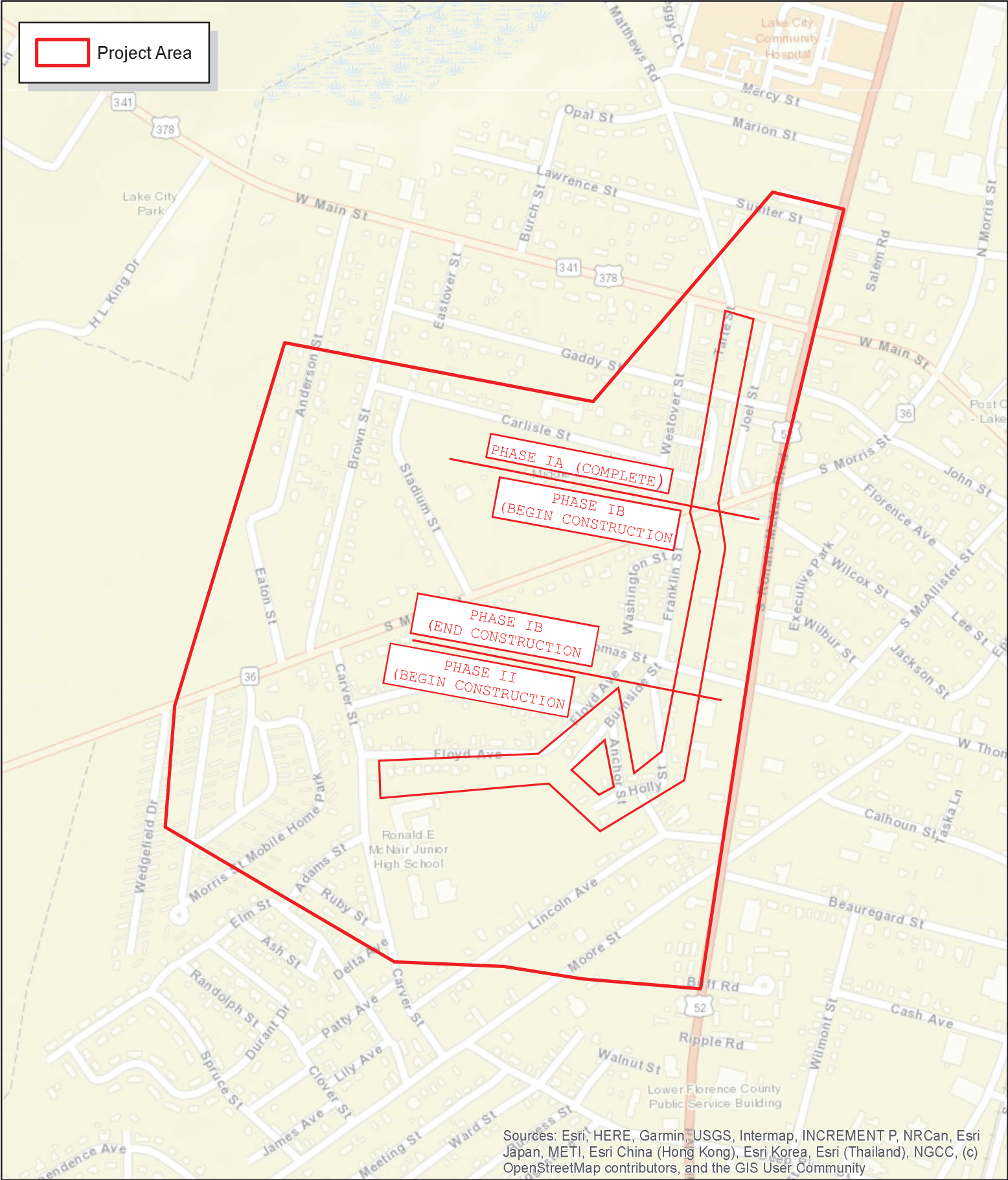


Attachment A
Map of Proposed Survey Area



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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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Figure 1
US Highway 52
Storm Drainage Improvements

Lake City, SC



Attachment B Curriculum Vitae



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Ben Salter, PWS

Principal Scientist

1340 Patton Avenue, Suite K, Asheville, NC 28806

(828) 505-0755

ben.salter@eca-usa.com

STRENGTHS AND SKILLS

Seasoned compliance professional with over 21 years of applicable environmental, ecological, and NEPA related experience; 13 years as Principal reviewer and technical lead, client manager, and team leader; Phase I/II ESA, threatened and endangered species, wetlands/waters and NEPA subject matter expert.

Manager of ECA's Asheville, North Carolina office. Principal reviewer of environmental, T&E species, wetlands/waters, and NEPA reports and primary for resolution/escalation of technical issues related to data, field conditions, findings of effect, and regulatory consultation.

EDUCATION

Western Carolina University

Master of Science, Biology, August 2004

Cullowhee, NC

Georgia College & State University

Bachelor of Science, Biology, December 1998
Chemistry Minor

Milledgeville, GA

Short Courses/Specialized Training

OSHA HAZWOPER, 40-hour, 2016

Asbestos Building Inspector, 2015

Tennessee Hydrologic Determination Training Course, 2014/2018

Applying the NEPA Process and Writing Effective NEPA Documents, 2013

Interagency Coordination for Endangered Species, 2013

NEPA Cumulative Effects Analysis, 2013

SonoBat Workshop, 2013

Overview of NHPA Section 106, 2013

GA DOT Coastal Wetland Plant Identification w/ Dr. Bob Mohlenbrock, 2010

Airports Council International – North American NEPA Workshop, 2009

NC State Stream Restoration Design Principles, 2007

Rosgen Level 1 – Applied Fluvial Geomorphology, 2006

VDEQ Stream Impact and Compensation Assessment Manual Workshop, 2006

VIMS Perennial Stream Workshop, 2005

PROFESSIONAL REGISTRATIONS

Society of Wetland Scientists, Professional Wetland Scientist, 2012 to present

PROFESSIONAL EXPERIENCE

- November 2007 – Present **Environmental Corporation of America** Asheville, NC
Position: Principal Scientist, Vice President of Environmental and Ecological Services
Responsibilities:
Director of ECA's Environmental and Ecological Services, with ultimate responsibility for program direction, technical accuracy, product/compliance assurance, client satisfaction, and staffing related to services offered, including Phase I/II ESA, threatened and endangered species, National Environmental Policy Act, wetland and waters, and other general environmental and natural resource consulting services. Manager and/or escalation point for many of ECA's clients and primary liaison for upper-level regulatory compliance issues.
- April 2006 – November 2007 **Blue Ridge Ecological** Waynesville, NC
Position: Principal Scientist, Partner
Responsibilities:
Partner/Principal Scientist in natural resource management firm focused on fisheries/lake management, watershed assessment, water quality monitoring, and biological assessment.
- January 2005 – November 2007 **Malcolm Pirnie, Inc.** Newport News, VA
Position: Project Environmental Scientist
Responsibilities:
Wetland and Stream Scientist, National Environmental Policy Act Specialist, and Environmental Scientist; Primary responsibilities included EA and EIS writer, wetland and stream field scientist, and environmental site assessor.
- August 2002 – December 2004 **Western Carolina University** Cullowhee, NC
Position: Research and Teaching Assistant
Responsibilities:
Fisheries Scientist and Biology/Ecology Laboratory Instructor
- May 2003 – September 2003 **United States Forest Service** Asheville, NC
Position: Biological Science Technician
Responsibilities:
Fisheries scientist for southern Appalachian brook trout project. Collected brook trout tissue samples in headwater streams throughout Western North Carolina and conducted genetic analysis for determining origin.
- January 1999 – May 2001 **Environmental Corporation of America** Alpharetta, GA
Position: Project Scientist/Manager
Responsibilities:
Project manager for environmental projects including Phase I and II ESAs, FCC NEPA assessments, asbestos and lead-based paint inspection, and abatement monitoring and specification preparation, cultural resource assessments, threatened and endangered species surveys, wetland delineation, groundwater monitoring and remediation system installation, geotechnical investigation, construction materials testing, and telecommunications tower construction plan review.

JOURNAL PUBLICATIONS

Miller, JR, **EB Salter**, JB Anderson, PJ Lechler, SL Kondrad, PF Galbreath. 2005. Influence of Temporal Variations in Water Chemistry on the Pb Isotopic Compositions of Rainbow Trout (*Oncorhynchus mykiss*). Science of the Total Environment, 350, p. 204-224.

REPRESENTATIVE EXPERIENCE

Phase I Environmental Site Assessments

Combined Project Manager and Project Principal Participation in Thousands of Projects Nationwide

Phase II Environmental Assessments

Combined Project Manager and Project Principal Participation in Hundreds of Projects Nationwide

Protected Species Biological Assessments / USFWS and State Wildlife Agency Consultations

Combined Project Manager and Principal Biologist Participation in Thousands of Projects Nationwide including Critical Habitat Consultation and Adverse Effect Resolution

Global Tower Partners Tower Portfolio Acquisition

Project Lead and Client Manager for Regulatory Review Prior to Acquisition of Tower Assets by American Tower Corporation

Verizon Tower Portfolio Acquisition

Project Lead and Client Manager for Regulatory Review Prior to Acquisition of Tower Assets by American Tower Corporation

USACE Wetland/Stream Delineations and USACE/State Section 404/401 Permitting

Combined Project Manager and Principal Wetland Scientist Participation in Hundreds of Projects in over 25 states

Federal Communications Commission NEPA Investigations

Combined Project Manager and Project Principal Participation in Thousands of Projects Nationwide

USACE and NC DWQ Individual Section 404/401 Permits and CAMA Consistency

Proposed Telecommunications Facility, Carteret County, North Carolina

USFWS Consultation and Florida Panther Habitat Mitigation

Proposed Communications Facility, Naples, Florida

US Forest Service Biological Evaluation

Proposed Communications Tower, Colville National Forest, Colville, Washington

Migratory Bird Nest Activity Monitoring

Field Observer and Principal Scientist for hundreds of active/inactive migratory bird nest observation projects throughout Southeast including Alabama, Georgia, Florida, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia

Intensive Survey for the Federally Threatened Dwarf-Flowered Heartleaf

Multiple Projects, North Carolina and South Carolina

Burrowing Owl Pre-Construction Surveys

Multiple Proposed Telecommunications Tower Projects, Riverside County, California

Bureau of Land Management Biological Assessment

Telecommunications Facility Right of Way Assignment Effects on *Sclerocactus glaucus*, Grand Junction, Colorado

Bureau of Land Management Environmental Assessments

Multiple Proposed Telecommunications Facilities, Idaho and Nevada

FEMA/Union Pacific Harahan Bridge Security NEPA Environmental Assessment

Memphis, Tennessee

Indiana Bat Roosting Habitat and Emergence Surveys

Multiple Sites throughout the Southeastern United States

Asbestos and Lead-Based Paint Inspections, Abatement Monitoring, and Preparation of Abatement Specifications Numerous Projects throughout Southeastern US

US Forest Service Biological Evaluation

Proposed Eastern Band of Cherokee Indians Snowbird Community Center, Nantahala National Forest, Robbinsville, North Carolina

Instream Structure and Bank Stabilization USACE Permitting and Post-Construction Monitoring

Proposed Eastern Band of Cherokee Indians Old River Road Reconstruction

Assessment of Culverts for Fish Passage

Eastern Band of Cherokee Indians Reservation, Cherokee, North Carolina

Wetland Delineation and Mapping of Eastern Band of Cherokee Indians Reservation

Field Scientist and Project Principal for Delineation of Over 70 Individual Wetland Systems, Cherokee, North Carolina

Eastern Band of Cherokee Indians, NEPA Environmental Assessments

Numerous Projects for Federally Funded Projects Meeting NEPA Requirements of US Dept. of Justice, Bureau of Indian Affairs, Federal Highway Administration, Federal Transit Authority, Federal Emergency Management Agency, US Dept. of Housing and Urban Development, US Economic Development Administration, and US Forest Service, Cherokee, North Carolina

Blue Ridge National Heritage Area / NCDOT Heritage Trails NEPA Categorical Exclusion

Throughout Western North Carolina

Environmental Impact Statement / Feasibility Study for Flood Damage Reduction and Ecosystem Restoration, US Army Corps of Engineers and James River Water Development District, James River, South Dakota – Lead NEPA researcher and writer

US Army Corps of Engineers and Virginia Port Authority Environmental Impact Statement

Craney Island Dredged Material Disposal Area Expansion and Subsequent Virginia Port Authority Craney Island Terminal Construction, Portsmouth, Virginia – Lead NEPA researcher and writer

EPA 319 Watershed Management Plan

Chestatee-Chattahoochee RC&D Mud and Little Mud Creek, Habersham County, Georgia

Wetlands Delineation, Individual Permit Application and State Environmental Policy Act Documentation

Over 2000 acres, City of Jacksonville Land Treatment System Expansion, Onslow County, North Carolina

Evaluation of Ecosystem Restoration and Flood Damage Reduction Measures on the Federally Endangered Topeka Shiner

James River Basin, South Dakota

UST Removals, Groundwater Monitoring Events, and Petroleum and Chlorinated Solvent Remediation System Installations

Multiple Projects in Southeastern and Midwestern United States

Baseline Water Quality Testing and Benthic and Fish Assemblage Assessment

City of Hiawassee, Hiawassee, Georgia

Ecological Risk Assessment

Brown's Lake, Fort Eustis, Newport News, Virginia

Benthic, Geomorphology, and Water Quality Evaluation

Upper Occoquan Sewage Authority, Bull Run, Manassas, Virginia

Fisheries Assessment and Management Plan Development

750-Acre Reservoir, Lake Lure, North Carolina

Fisheries Assessment and Management Plan Development

Lake Ravenel, Highlands, North Carolina

VA Environmental Impact Reports

Multiple Projects for Virginia Port Authority and Virginia Department of Juvenile Justice

Evaluation of Lead Isotopic Composition of Freshwater Snails of Richland Creek Basin

Masters Thesis, Waynesville, North Carolina

Geotechnical Investigations and Construction Materials Testing

Cell Tower and Fiber Optic Communications Infrastructure – Multiple Projects Nationwide

**Proposal: Housing and Urban Development (HUD)
Section 106 Review for Phase 1 and Phase 2 of the Lake
City Hwy 52 Infrastructure Project in accordance with 24
CFR Part 58, Lake City, Florence County, South Carolina**



Submitted to:

Pamela Kendrick – Environmental & Buyout Program Manager,
Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Dr.
Columbia, SC 29201
803-354-3281
Pamela.Kendrick@scor.sc.gov



Prepared by

Laurel L. Bartlett, PhD - Principal Investigator
Environmental Corporation of America (ECA)
1375 Union Hill Industrial Court
Alpharetta, GA 30004

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ATTACHMENTS

Attachment A	Map of Proposed Survey Area
Attachment B	Curriculum Vitae

INTRODUCTION

The South Carolina Office of Resilience (SCOR) has requested a Section 106 Review to assist their efforts in the completion of a Housing and Urban Development (HUD) Environmental Assessment (EA) Determination and Compliance Findings report in accordance with 24 CFR Part 58 for Phase I and Phase II of the Lake City Hwy 52 Infrastructure Project in Lake City, South Carolina. Phase I and II construction efforts consist of the proposed improvement and enhancement of ditches and stormwater pipes from the existing drainage ditch adjacent to Ronald E. McNair Middle School to a major outfall at West Main Street. According to the project map provided by the SCOR the proposed project includes approximately 5,255 feet of improvements. Plans for Phase II are not yet available.

SCOPE OF WORK

ECA understands that the scope of work would include architectural and archaeological desktop reviews, an archaeological pedestrian survey, completion of the Section 106 Project Review Form, and consultation with the South Carolina Department of Archives and History (SHPO) for the proposed undertaking. The requested scope of work does not include any above ground architectural survey or subsurface testing.

Architectural Resources Review

ECA understands that the scope of work for architectural history considerations would include a review of records provided on the SC ArchSite and the National Register of Historic Places (NRHP) to determine if any historic properties are located within the Area for Potential Effect (APE), architectural history considerations for the Section 106 Project Review Form, and consultation with the SHPO for the proposed undertaking. Based on this information, SHPO may determine that no significant architectural resources would be impacted by the proposed undertaking; however, SHPO may also determine that further architectural history studies beyond those previously mentioned are warranted within the APE. If additional architectural history studies are agreed upon, ECA will provide additional scopes of work and fee estimates.

Archaeological Resources Review

ECA understands that the scope of work for archaeological considerations would include desktop research, a pedestrian survey to document prior disturbance, archaeological considerations for the Section 106 Project Review Form, and consultation with the SHPO for the proposed undertaking. Based on this information, SHPO may determine that no significant archaeological resources would be impacted by the proposed undertaking; however, SHPO may determine that further archaeological studies beyond those previously mentioned are warranted within the APE. If additional archaeological studies are requested by SHPO, ECA will provide additional scopes of work and fee estimates. The APE for the



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undertaking includes Phases I and II of the proposed improvement and enhancement of ditches and stormwater pipes from the existing drainage ditch adjacent to Ronald E. McNair Middle School to a major outfall at West Main Street in Lake City, Florence County, South Carolina.

Consultation

SHPO Consultation – ECA will consult with the SHPO for the proposed undertaking by providing a completed Section 106 Project Review Form.

Tribal Consultation – ECA consulted the Tribal Directory Assessment Tool (TDAT) System to identify tribes that have an interest in consulting on projects in Florence County, South Carolina. The Catawba Indian Nation is the only tribe identified that has expressed an interest in consultation. ECA will utilize the HUD provided Tribal Consultation Letter Template, Part 58 and will provide consultation letters to the Tribal Historic Preservation Office (THPO) and the Chief of the Catawba Indian Nation. ECA will submit a draft of the tribal consultation letter to SCOR as the delegated authority for review and signature prior to transmitting to the Catawba Indian Nation.

Other Consulting Parties – ECA will consult with the Lake City Buildings and Code Enforcement Department, Florence County Historical Commission (FCHC), and Lynches Lake Historical Society (LLHS). ECA will submit a draft of the consultation letters to the SCOR for review and signature prior to transmitting to applicable parties.

FEE ESTIMATE

ECA will perform the outlined scope of work according to the following pricing schedule:

1. Architectural resources review and consultation*	\$1,650
2. Archaeological desktop research, pedestrian survey, and archaeological considerations for the Section 106 Project Review Form**	\$1,200
Total	\$2,850

* Does not include an architectural survey or NRHP eligibility determinations.

** Does not include any archaeological fieldwork beyond a pedestrian survey and does not include the cost of artifacts analysis, site form completion, or additional reporting requirements should an archaeological site be identified or SHPO require addition archaeological scopes of work.

SCHEDULE

ECA is prepared to begin work on the outlined scopes within one week of notice to proceed. Background research will be completed within approximately 10 business days of project authorization. The Section 106 Project Review Form will be completed and delivered to SCOR and SHPO for their review and comment within approximately ten (10) weeks of project authorization. If



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the project is delayed due to unforeseen circumstances, or other issues arise, ECA will maintain open lines of communication with all parties to efficiently and accurately address concerns.

ASSUMPTIONS

1. ECA assumes that no above ground architectural history survey or Phase I archaeological survey will be requested by SHPO.
2. SCOR will be responsible for providing all drawings, plans, and information as available related to the Phase I and Phase II Lake City Hwy 52 Infrastructure Project for review by ECA.
3. The Principal Investigator will have 100% access to the project area during the time needed for fieldwork documentation.
4. No public meetings or hearings are included in the scope of this proposal.
5. It is assumed that SCOR and SHPO will be the only reviewers of the deliverable. Requested changes by additional reviewers can be conducted under a separate proposal as needed. Only one set of comments/edits total are anticipated.
6. Review comments and edits after the submittal review period will not request information or new research that was not present in the Scope of Work and/or contract, that exceeds the project budgetary thresholds, or that is not normally included in similar levels of report effort.
7. ECA will not be responsible for updating or completing SHPO inventory forms for above ground architectural resources.

STATEMENT OF QUALIFICATIONS

ECA currently employs twelve professional archaeologists and four architectural historians/historic preservation specialists. Members of ECA's cultural resource staff exceed the Secretary of Interior's qualifications standards for Archaeologists and Historians and excel in professionalism and productivity. Our cultural resources staff have a combined total of 160 years of experience conducting all phases of archaeological and architectural investigation and report preparation.

Dina M. Bazzill, MA, RPA is the Vice-President of ECA's Cultural Department and is a Secretary of the Interior-Qualified Archaeologist and Historian. She has an undergraduate degree in Anthropology from Missouri State University with an emphasis in Archaeology. She received her Master's in Maritime Studies from East Carolina University with an emphasis in Underwater Archaeology. Ms. Bazzill has eighteen years of experience conducting cultural resource assessments, archaeological fieldwork, lab work, and authoring and reviewing reports.

Laurel Bartlett, Ph.D., Principal Architectural Historian, is a Secretary of the Interior-Qualified Architectural Historian and Historian. She has a Masters in Historic Preservation from Clemson University and the College of Charleston. She received her Doctorate in Planning, Design, and the Built Environment from Clemson University with a concentration in Historic Preservation. Dr. Bartlett has ten years of professional Historic Preservation experience and seven years of experience conducting cultural resource assessments, architectural history surveys, HABS/HAER



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documentation, NRHP evaluations, and authoring and reviewing reports. She has supervised and conducted all aspects of architectural historic surveys throughout the southeast, including hundreds of surveys for transportation and infrastructure-related undertakings.

Joe Anderson, MA, Principal Archaeologist, is a Secretary of the Interior-Qualified Archaeologist and Historian. He has an undergraduate degree in Anthropology from Auburn University. He received his Master's in Anthropology from the University of Alabama. Mr. Anderson has ten years of experience conducting cultural resource assessments, archaeological fieldwork, lab work, and authoring reports.

CLOSURE

Thank you for the opportunity. ECA understands the significance of this endeavor and we appreciate the opportunity to provide you this proposal. If you have any questions or concerns, please contact Dina M. Bazzill at (770) 667-2040 x. 111, dina.bazzill@eca-usa.com.

Sincerely,
Environmental Corporation of America



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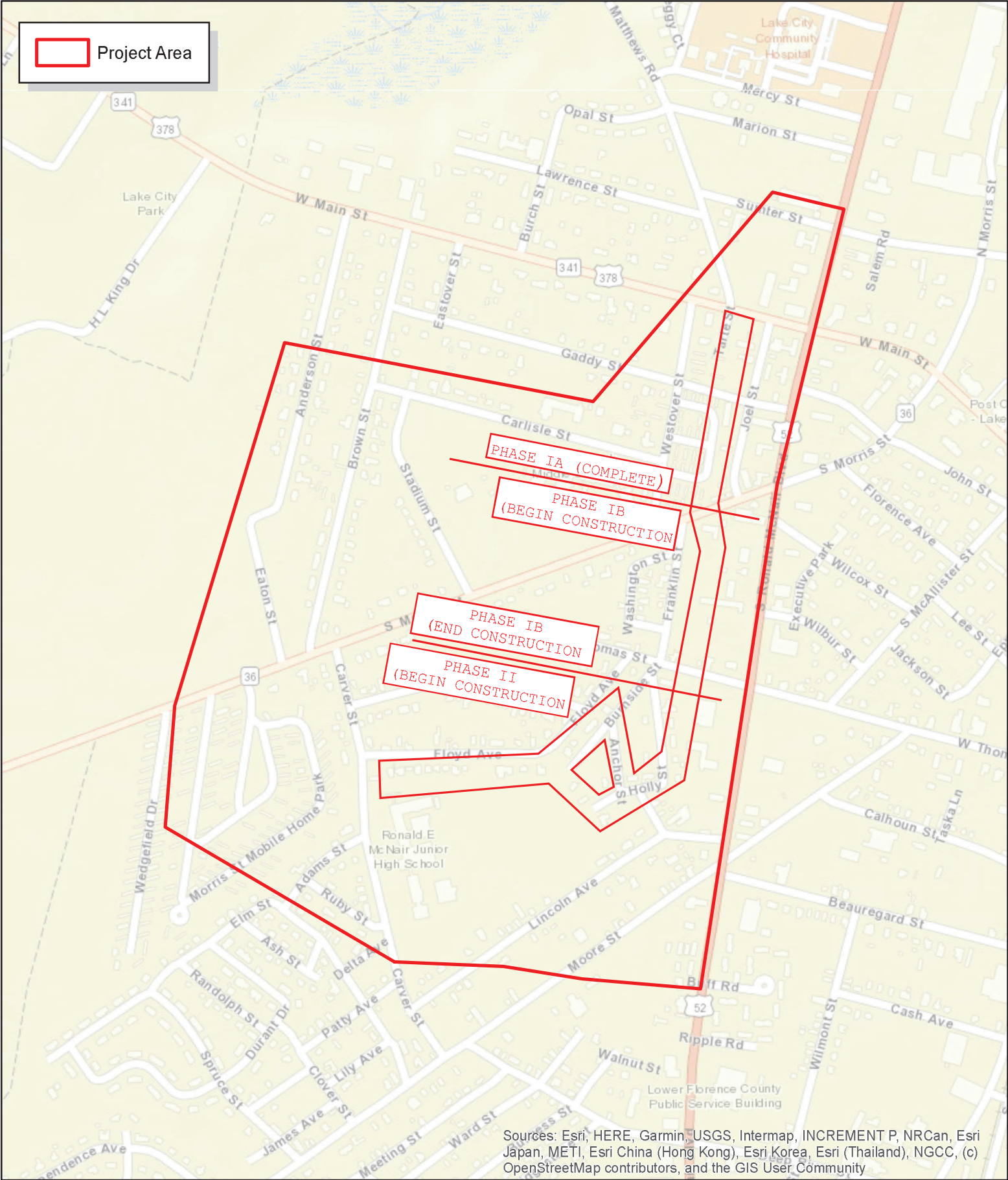
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Attachment A
Map of Proposed Survey Area



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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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Figure 1
US Highway 52
Storm Drainage Improvements

Lake City, SC



**Attachment B
Curriculum Vitae**



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Dina M. Bazzill, MA, RPA

Vice President - Cultural Resources/Tribal Coordinator
1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
(770) 667-2040 Ext. 111
dina.bazzill@eca-usa.com

STRENGTHS AND SKILLS

Mrs. Bazzill serves as ECA's Vice President of Cultural Resources/Tribal Coordinator and is an experienced Archaeologist and Historian with 17 years of Cultural Resource Management experience. For the last 13 years, she has acted as the Lead Principal Archaeologist/Historian and technical lead, as well as a Client Relations Specialist/Contract Administrator. Mrs. Bazzill has served as Principal Archaeologist/Historian on thousands of Section 106 telecommunications projects throughout the entire United States and specializes in adverse effect resolution. As Lead Principal Archaeologist/Historian, Mrs. Bazzill manages a team of up to 20 Archaeologists, Historians, and Architectural Historians. In her capacity as Tribal Coordinator, she has completed thousands of tribal consultations with hundreds of Tribes across the US. In addition, Mrs. Bazzill has conducted project scoping, fee estimates, project oversight, and quality assurance/quality control for hundreds of projects.

EDUCATION

East Carolina University M.A., Maritime Studies/Underwater Archaeology, 2007	Greenville, NC
Missouri State University B.A., Anthropology, minor in Antiquities, 2004, magna cum laude	Springfield, MO

PROFESSIONAL TRAINING AND CERTIFICATIONS

Secretary of the Interior's 36CFR61 Professional Qualification Standards for Archaeology and History since 2007
Register of Professional Archaeologist since 2007
Section 106 Training Certification from SRI Foundation, 2009
Advanced Section 106 Training Certification from the Advisory Council on Historic Preservation, 2009
NEPA Compliance and Cultural Resources Training Certification from the National Preservation Institute, 2009
Section 4 (f) Compliance for Historic Properties Training Certification from the National Preservation Institute, 2009
Identification and Management of Traditional Cultural Properties Training Certification from the National Preservation Institute, 2009
Tribal Consultation Training Certification from the SRI Foundation, 2010
Advanced Metal Detecting for the Archaeologist Training Certification from the Register of Professional Archaeologists, 2012

architectural historians, often as a Principal Investigator, on documentation projects and project execution, from preliminary research to field work to completion of project deliverables including reviewing reports for completeness and accuracy.

August 2018-Present **Clemson University** Charleston, SC
Position: Lecturer, Graduate Program in Historic Preservation
Responsibilities:
Teaching and course development, including grading of coursework and exams and serving as committee member for graduate student theses. Developed ArcGIS for historic preservation training materials and courses, including technical guides.

August 2016-July 2018 **Clemson University** Charleston, SC
Position: Graduate Teaching Assistant
Responsibilities:
Taught graduate-level coursework and developed workshops related to the Section 106 implementation process, compliance, development of MOAs, architectural field surveys, and mitigating adverse effects to historic resources. Developed and lead sectional courses related to applications of ArcMap and GIS fundamentals, including data acquisition, resource digitization, and map making for use in cultural resource management. The courses enabled the use of multiple applications including Survey123 and ESRI Collector for completing architectural surveys and building conditions assessments. Assisted with data acquisition and qualitative coding as part of a team studying the financial impacts of conservation easements under a \$500,000 National Endowment for the Humanities grant.

REPRESENTATIVE PROJECT EXPERIENCE

Completed over 200 Section 106 Compliance Projects

Federal Communications Commission Section 106 and NEPA Investigations

Combined Principal Investigator and Architectural Historian for all aspects of historic architectural surveys and review for telecommunications undertakings.

Federal Highways Administration and Department of Transportation Section 106 Investigations

Combined Principal Investigator and Architectural Historian on all aspects of historic architectural surveys including hundreds of surveys for transportation and infrastructure-related undertakings.

AT&T Mobility, LLC/BCCP Wireless Acquisition

Architectural Historian for the Cultural Resource Assessment Survey for BCCP (FPL Boca Raton Substation) Wireless Project, Boca Raton, Palm Beach County, Florida.

United States Coast Guard Historian's Office

Architectural Historian for US Coast Guard Oral History Project, Washington, DC

Central Main Power Energy Corridor Acquisition

Architectural Historian for Above Ground Historic Resources Identification Survey, NRHP Evaluation, and Finding of Effects Report for New England Clean Energy Connect Project, Maine.

Metric Engineering and FDOT Roadway Acquisition

Principal Investigator and Architectural Historian for the US 90 Corridor Analysis in Santa Rosa, County, Florida.

PROFESSIONAL EXPERIENCE

June 2007 – Present
Alpharetta, GA

Environmental Corporation of America

Position: Vice President Cultural Resources/Tribal Coordinator

Responsibilities:

- Archaeological and historical research.
- Conducting archaeological and historical site assessments for Section 106 compliance.
- Authoring Section 106/Archaeological Assessments for submission to clients, SHPO offices, tribes, consulting parties, and other state agencies.
- Principal Review
- Consultation with hundreds of Tribes
- Adverse effect resolution/MOA consultation and development

February 2007 – June 2007
Charleston, SC

H.L. Hunley Project/Clemson University

Position: Archaeological Research Assistant

Responsibilities/Training:

- Used Raindrop Geomagic Studio to produce digital images of human remains
- Used Rhinoceros NURBS Modeling to import digital models of human remains into the *H.L. Hunley* digital site plan

REPRESENTATIVE PROJECT EXPERIENCE

2015-
Present

Archaeological Survey On-Call Evaluation for NCDOT Projects

The scope of work for these projects include the scoping, budget preparation, survey, identification, and evaluation/reporting of archaeological and/or cultural sites within the area of potential effects for NC DOT roadway enhancements including bridge replacements, roundabout installations, and road expansions. Under this contract, Ms. Bazzill serves as the Lead Principal Archaeologist/Historian.

2015: Eight Bridge Replacements in Cleveland and Lincoln Counties, NC

2016: Five Bridge Replacements in Duplin County, NC

2016: Three Bridge Replacements and One Intersection Improvement, Alamance, Orange, and Rockingham Counties, NC

2016: One Road Widening, One Road Realignment, and One Roundabout in Johnston County, NC

2017: Eight Bridge Replacements in Cleveland, Gaston, Iredell, and Lincoln Counties, NC

2017: Three Bridge Replacements in Rowan and Stokes Counties, NC

2017: Intensive Archaeological Survey & Evaluation of the Study Area for SR 1176 (Bridges Street Extension) Widening, Part on New Location from SR 1738 (Bridges Street) To SR 1147 (McCabe Road), Carteret County, NC

2018: Replacement of Bridge No. 63 and Intersection Improvements, Davidson County, NC

2018: Two Bridge Replacements in Nash County, NC

2018: Proposed Interchange at the Intersection of US 70 with Jim Sutton Road (SR 1227)/Willie Measley Road (SR 1252), Lenoir County, NC

2018: Two Bridge Replacements in Rockingham and Stokes Counties, NC
2018: Widening of South Charles Boulevard (NC 43) from Firetower Road (SR 1708) to Worthington Road (SR 1711), Pitt County, NC
2019: Improvements to NC 343 from US 158 in Camden to SR 1110 in Shiloh, Camden County, NC
2019: Proposed Interchange Improvements at Exit 118 on I-40 and SR 1781 (Old NC 10), Burke County, NC
2020/2021: Intensive Archaeological Survey & Evaluation of the Study Area for Roadway Improvements to US 1 from I-540 to SR 1909, Wake County, NC

2018-
Present

Georgia Department of Transportation (GDOT) State Funded Review Contract

For this contract ECA, in conjunction with Jacobs Engineering, has completed technical review of scoping documents, archaeological record searches, tribal consultation submissions, and review of ESA letters, Archaeological Short Forms, Management Summaries, and Phase I Archaeological Survey Reports. ECA also provides technical assistance and project management services to "doer" archaeological firms. Under this contract, Mrs. Bazzill serves as the Lead Principal Archaeologist/Historian.

2018: PI 0014079 Troup County, GA
2018: PI 0014077 Troup County, GA
2018: PI 0013894 Gwinnett County, GA
2018: PI 0013769 Oconee County, GA
2019: PI 0013895/0013896/0013897 Gwinnett County, GA
2019: PI 0013893 Gwinnett County, GA

2018-
Present

Georgia Department of Transportation (GDOT) Projects

For this contract ECA, in conjunction with Jacobs Engineering, has completed archaeological survey and reporting consisting of Archaeological Short Forms, Management Summaries, and Phase I Archaeological Survey Reports. Under this contract, Ms. Bazzill serves as the Lead Principal Archaeologist/Historian.

2018: PI 322250 Troup County, GA
2019: PI 0011434 Muscogee County, GA
2019: PI 0012758 Chatham County, GA
2019: PI 0015823 Henry County, GA
2019: PI 521855 Chatham County, GA

2008-Present

Telecommunications Projects - Nationwide

Principal Investigator/Reviewer and Tribal Coordinator for thousands of Section 106 Reviews/FCC Form 620/621 throughout the entire United States. Responsibilities have included archaeological and historical research, site assessments/surveys for archaeological and historical Section 106 Review compliance, authoring Section 106/Archaeological Assessments for submission to SHPO offices, tribes, consulting parties, and other state agencies as well as adverse effect resolution/MOA consultation for dozens of projects.

July/August 2013

Telfair-Wheeler Airport Expansion

Scope: The scope of work for this project included scoping, budget preparation, background research, fieldwork implementation and supervision, report preparation and SHPO consultation for a Phase I Archaeological survey for an airport expansion project in Telfair and Wheeler Counties, GA under the jurisdiction of GDOT (on behalf of FHWA) and funded by FAA.

March 2013

Flowery Branch Well Water System

Scope: ECA was contracted by Woodard & Curran on behalf of the local municipality to conduct background research, provide project scope recommendations, and SHPO consultation for an approximate 7-mile long water system in Flowery Branch, GA. Research results were analyzed and a scope of work for archaeological fieldwork scoping were prepared and submitted to GA SHPO.

April/May 2012

GPR Survey of Commerce Cemetery for GDOT

Scope: The scope of work for this project included conducting GPR survey and soil probing to determine if unmarked burials were located within the DOT right-of-way due to the proposed DOT right-of-way expansion. ECA partnered with GPR specialists from the University of Georgia (UGA) to conduct the survey and to provide a report of their findings. ECA supervised the fieldwork, mapped the cemetery, and reviewed the report produced by UGA to make sure it adhered to DOT's specifications.

May/June 2011

Chicago and North Western Railway Bridge Replacement: Phase I Underwater Archaeological Survey

Scope: The scope of work for this project included a Phase I side-scan sonar survey for the replacement of the Chicago and North Western Railway Line over the Fox River in Oshkosh, Winnebago County, Wisconsin. The side-scan sonar survey was performed by Jerry Guyer of Pirate's Cove Diving Inc. Dina M. Bazzill performed the necessary research, analyzed the side-scan sonar data, and prepared a report in conformance with Wisconsin Historical Society Guidelines.

April/May 2010

Snowbird Youth Center Phase I

Scope: The scope of work for this project included a survey for a proposed Eastern Band of Cherokee Indians Youth Center located on Forest Service land in Robbinsville, North Carolina. High probability landforms were tested as per Forest Service archaeological testing guidelines. Shovel tests were excavated at 65-foot intervals, where appropriate. Key staff members included Dina M. Bazzill, Field Director and John P. McCarthy, Principal Director. Dina M. Bazzill authored the report, with the assistance of John P. McCarthy.

April/May 2010

Cabe Jail Phase I - EBCI Reservation

Scope: The scope of work for this project included a survey for a proposed jail located on the Eastern Band of Cherokee Indians reservation in Cherokee, North Carolina. The entire proposed property was systematically surveyed utilizing guidelines provided by the EBCI THPO office. Shovel tests were excavated at 65-foot intervals, where appropriate. Key staff members included Dina M. Bazzill, Project Archaeologist and John P. McCarthy, Principal Director. John P. McCarthy authored the report, with the assistance of Dina M. Bazzill.

October/November 2009 **Old #4 Sewer Line Replacement - EBCI Indian Reservation**

Scope: The scope of work for this project included a systematic survey for a proposed sewer line replacement located on the Eastern Band of Cherokee Indian Reservation in Cherokee, North Carolina. A pedestrian survey was conducted, and shovel tests were conducted as per EBCI THPO office guidelines. This entailed excavating shovel tests at 65-foot intervals, where appropriate. Crew members included Dina M. Bazzill, Field Director, who supervised Mary E. Seagrave, field technician, Dave McGlothlin, field technician, and Landon Abernethy, field technician. John P. McCarthy oversaw the fieldwork and the report preparations, with assistance from Dina M. Bazzill.

July 2009 **Phase II Archaeological Site Delineation**

Scope: The scope of work for this project included delineating a circa 1840 pioneer homestead located in Lewis Creek, Indiana in order to determine National Register of Historic Places eligibility. Dina M. Bazzill served as Principal Investigator and supervised Mary E. Seagrave, Project Archaeologist. Artifacts recovered from the field work were analyzed and photographed by Dina M. Bazzill. A Section 106 Review was prepared by Dina M. Bazzill and submitted to the Indiana State Historic Preservation Office for their review and comment.

April 2009 **Phase II Archaeological Site Delineation**

Scope: The scope of work for this project included coordinating with South Carolina SHPO to determine the best course of action for delineating a portion of 38CH686 (Indian Hill) to determine if the site would be impacted by cell tower collocation construction activities, and conducting the fieldwork. Indian Hill is located on the Citadel Campus in Charleston, SC and represents one of the few remaining 17th century sites on the Ashley River. Fieldwork was conducted by Dina M. Bazzill on April 29th, 2009 and a Section 106 report was prepared documenting negative findings.

May 2008 **Underwater Preliminary Survey of Bluefields Bay, Jamaica**

Scope: The scope of work for this project included a preliminary tow board survey of Bluefields Bay, Jamaica. In addition, crew members investigated submerged artifacts identified by local fishermen. This Bay was a known center for commercial and illicit activity from the 17th to the 19th centuries. Results from the survey were assimilated into a comprehensive report on the cultural resources of the Bay and surrounding areas. Due to recent development interests in the area, this information is necessary to protect both submerged and terrestrial resources before they are lost to new development. Fieldwork for the preliminary survey was completed in May, and the report is pending.

April/May 2008 **City of Norcross – Proposed Greenspace Park**

Scope: The scope of work for this project includes a Phase I survey of a seven acre tract of land in the City of Norcross, Georgia. ECA evaluated archaeological and historic resources present within the survey area and advise the City of Norcross on how best to preserve these resources and utilize them for educational purposes. In addition, a comprehensive user friendly report was produced.

March 2008 **Phase II Archaeological Site Delineation**

Scope The scope of work for this project included delineating a prehistoric lithic reduction site (23DL1194 – Foose) located in Foose, MO in order to determine National Register of Historic Places eligibility. Dina M.

Bazzill served as Principal Investigator and supervised Norma Pryor, project volunteer. Artifacts recovered from the field work were analyzed and photographed by Dina M. Bazzill. A Section 106 Review was prepared by Dina M. Bazzill and submitted to the Missouri Department of Natural Resources, Historic Preservation Department for their review and comment.

November 2007

Deep Testing for Archaeological Deposits

Scope: The scope of work for this project included placing 10-foot deep two trenches with the proposed APE for direct effects for a proposed cell tower located adjacent to the Harpeth River in Nashville, Tennessee due to the proximity of known burial sites. Backfill soil was selectively sampled and negative findings were recorded. A report summarizing the findings was prepared and accepted by the Tennessee Historical Commission, Division of Archaeology.

October 2006

Shoreline Survey of Jamestown Island

Scope: The purpose of this project was to assist Jodi Carpenter with her thesis research by locating and documenting shoreline sites based upon side scan sonar data gathered during a summer 2006 survey. Each sonar hit was relocated, examined, and documented if deemed cultural in nature. Documentation included recording GPS coordinates and northings, taking digital photographs, and sketching mud maps if necessary.

RESEARCH/SCHOLARLY ACTIVITIES

Publications

- *The Missing Link Between Sail and Steam: Steambarges and the Joys of Door County, Wisconsin* – Publication through the PAST Foundation, November 2007.
- *Sweetwater Mansions: Shipwreck Archaeology of the Great Lakes* – Chapter in this publication pending.
- National Register Nomination for the Steambarge Joys.
- *ACUA Underwater Archaeology Proceeding, 2007*. Edited by Victor Mastone, published by the Advisory Council on Underwater Archaeology

PROFESSIONAL AFFILIATIONS

- Society for Historical Archaeology
- Society for American Archaeology
- Society for Georgia Archaeology
- RPA



Laurel L. Bartlett, Ph.D.

Principal Architectural Historian

1375 Union Hill Industrial Court, Alpharetta, GA 30004

(770) 667-2040

Laurel.Bartlett@eca-usa.com

STRENGTHS AND SKILLS

Telecommunications compliance professional with 10 years historic preservation experience and 7 years cultural resources industry experience; 4 years as a Principal Investigator for Section 106 review; architectural history subject matter expert. Supervised and conducted all aspects of architectural historic surveys through the country, including hundreds of surveys for telecommunications, transportation, and infrastructure-related undertakings.

EDUCATION

Clemson University

PhD, Planning, Design, and the Built Environment
Concentration: Historic Preservation

Clemson, SC

Clemson University/College of Charleston

Master of Science, Historic Preservation

Charleston, SC

Geneseo State University

Bachelor of Arts, Political Science

Geneseo, NY

PROFESSIONAL EXPERIENCE

August 2020 – Present

Environmental Corporation of America

Alpharetta, GA

Position: Principal Architectural Historian

Responsibilities:

Complete regulatory compliance reviews under Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) for telecommunications projects. Provide recommendations on the implementation of environmental and historic preservation regulations for federally funded or permitted undertakings. Consult with State Historic Preservation Offices (SHPO) on projects related to Section 106 compliance and project concurrence. Principal Architectural Historian for completion of historic contexts, statements of significance, National Register of Historic Places (NRHP) Nominations, and Architectural/Historic Resource Surveys. Provide oversight and recommendations on mitigation of effects to historic properties, including the development of Memorandums of Agreement (MOAs).

January 2014- August 2016;

SEARCH, Inc.

Gainesville, FL

May 2018-August 2020

Position: Architectural Historian

Responsibilities:

Conducted cultural resource management for long-term general service contracts with the Federal Government, Florida DOT, and private contractors including projects involving Section 106 compliance and 4(f) review. Completed over 200 cultural resource assessment surveys and historic structures assessments to include analysis of historic significance, conditions, and integrity. Lead team of



Joe Anderson

SOI Qualified Archaeologist
1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
(770) 667-2040 Ext. 107
joe.anderson@eca-usa.com

EDUCATION

University of Alabama Tuscaloosa, AL
MA, Anthropology, 2013

Auburn University Auburn, AL
BA, Anthropology, 2009, Magna Cum Laude

PROFESSIONAL CERTIFICATIONS

Secretary of the Interior's 36CFR61 Professional Qualification Standards - Archaeology

RELATED EMPLOYMENT

April 2014 – Present **Environmental Corporation of America**
Alpharetta, GA
Position: SOI Qualified Archaeologist
Responsibilities:

- Archaeological research.
- Conducting archaeological and historical site assessments for Section 106 compliance.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

October 2012 – February 2014 **Panamerican Consultants, Inc.** Tuscaloosa, AL
Position: Archaeologist/Field Director
Responsibilities:

- Directed archaeological Phase I and Phase II fieldwork for numerous projects throughout the Deep South.
- Primary or contributing author of several cultural resource reports.
- Contributed to laboratory analysis, curation, database management, and report preparation.

August 2012 – October 2012 **Tennessee Valley Archaeological Research** Huntsville, AL
Position: Field Technician
Responsibilities:

- Conducted Phase I and Phase II archaeological assessments, artifact analysis, site photography, and archaeological monitoring.

May 2012 – July 2012 **Alabama Museum of Natural History**
Tuscaloosa, AL
Position: Archaeologist
Responsibilities:

- Directed staff and volunteers in the excavation of two Archaic sites in Colbert County, Alabama.
- Implemented educational seminars and tutorials for volunteers.
- Provided site visits for the public and journalists.

May 2009 – July 2009 **New South and Associates** Stone Mountain, GA
Position: Field Technician
Responsibilities:
Conducted Phase I and Phase II archaeological assessments, artifact analysis, site photography, and archaeological monitoring