

SE-235
PROFESSIONAL INCIDENTAL SERVICES CONTRACT

AGENCY: South Carolina Office of Resilience
PROJECT NAME: Town of Cheraw Buyout Project
PROJECT NUMBER: BP-2020-1301-01

A/E NAME: Davis and Floyd
ADDRESS: 3229 W. Montague Avenue
North Charleston, SC 29418

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:
Cheraw Environmental Assessment Proposal (D/F Proposal No. TGJ-068-21)
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: Thomas G. Jordan, P.E.

TITLE: Vice President, Davis and Floyd

ADDRESS: 3229 W. Montague Avenue, North Charleston, SC 29418

TELEPHONE: (843)554-8602

FAX: _____

EMAIL: tjordan@davisfloyd.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 foregoing.

F. A/E SERVICES

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

G. AGENCY'S RESPONSIBILITIES

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

H. CLAIMS AND DISPUTE RESOLUTION

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

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

I. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:
 - a. The Agency may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default by the A/E.
 - b. When the Work, in whole or in part, is resumed, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
 - c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.
2. Agency Right of Termination:
 - a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
 - b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.
3. A/E Right of Termination:
 - a. The A/E may terminate the contract if Work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
 - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section K, if the Agency fails to make payments to the A/E as set forth in Section K and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.
4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents, completed or in progress on the date of termination, in electronic format. The Agency's rights to use the A/E's Work Product in the event of a termination of this Contract are set forth in the Contract.

J. MISCELLANEOUS PROVISIONS

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

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

K. COMPENSATION

1. Basic Services:

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

\$ 35,916.00

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: 8/17/2021

A/E:
BY: 
(Signature of Representative)

PRINT NAME: Thomas G. Jordan

PRINT TITLE: Vice President

DATE: 8/16/21

SE-230

**TRANSMITTAL OF SMALL PROFESSIONAL SERVICES CONTRACT
FOR INFORMATION ONLY**

AGENCY: South Carolina Office of Resilience

PROJECT NAME: Cheraw Buyouts

PROJECT NUMBER: D30-N004-MJ

FIRM SELECTED

NAME: Davis & Floyd

CITY: North Charleston STATE: SC

EMAIL: tjordan@davisfloyd.com TELEPHONE: 843-554-8602

BUDGETARY INFORMATION

1. TOTAL PROJECT BUDGET: PIP (enter latest A-1 "Total Project Budget").....\$ _____
Non-PIP (enter Agency's project budget).....\$ 35,916.00

2. CONSTRUCTION BUDGET FOR THIS CONTRACT:
(including Construction Contingency):N/A\$ _____

3. TOTAL BASIC AND ADDITIONAL SERVICES FEES FOR THIS CONTRACT:
(cannot exceed \$50,000.).....\$ 35,916.00

4. ESTIMATED REIMBURSABLES FOR THIS CONTRACT:.....\$ 0.00

5. TOTAL CONTRACT AMOUNT: (sum of #3 and #4).....\$ 35,916.00

6. SUM OF ALL FEES PAID TO THIS FIRM IN THE PAST 24 MONTHS,
EXCLUDING REIMBURSABLES: (cannot exceed \$150,000.).....\$ 35,916.00

BY:  DATE: 8/19/2021
(Signature of Agency Representative)

PRINT NAME: Eric G. Fosmire TITLE: Chief of Staff & General Counsel

SUBMIT THE FOLLOWING DOCUMENTS TO OSE:

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

OSE PM: _____ DATE: _____

DAVIS & FLOYD

SINCE 1954

August 10, 2021

Pam Kendrick
Environmental & Buyout Program Manager
Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, South Carolina 29201

via email – Pamela.Kendrick@scor.sc.gov

Re: Cheraw Environmental Assessment Proposal
Cheraw, South Carolina
D|F Proposal Number: TGJ-068-21

Dear Ms. Kendrick:

Thank you for allowing Davis & Floyd (D|F) the opportunity to submit the following proposal for providing environmental services to the South Carolina Office of Resilience – Disaster Recovery Division (SCOR DRD). D|F understands the subject properties for the project are nine parcels surrounding Huckleberry Park in Cheraw, Chesterfield County, South Carolina. D|F understands these nine parcels are located within the Burlington Industries EPA Superfund Site cleanup area and have experienced recurrent flooding issues from catastrophic storm systems. The nine parcels are further identified by their address and Chesterfield County TMS Number in the following table:

Site Number	Site Address	TMS Number
1	311 Sliding Hill Road	258 008 007 005
2	109 Huckleberry Drive	258 008 005 001
3	101 Park Drive	258 008 006 009
4	103 Park Drive	258 008 006 008
5	105 Park Drive	258 008 006 007
6	321 Sliding Hill Road	258 008 007 002
7	323 Sliding Hill Road	258 008 007 001
8	114 Poplar Street	258 008 003 011
9	108 Lakeway Drive	258 012 007 010

D|F understands the SCOR DRD will use Community Development Block Grant – Mitigation (CDBG – MIT) funds to buyout the nine parcels listed in the table above. D|F understands the buyout activity will include the demolition of all existing structures, impervious surfaces, and underground storage tanks located on the parcels; however, we understand the demolition activities have not been designed or permitted. D|F understands a Tier 1 Environmental Broad Review for Chesterfield County has been performed, and we will use the report as the basis for general information for the proposal.

3220 W. Montague Avenue, North Charleston, SC 29418

☎ (843) 564-8602 ☎ (843) 747-6486

WWW.DAVISFLOYD.COM

Scope of Services

This proposal provides for professional engineering services for the preparation of a Housing and Urban Development (HUD) Environmental Assessment (EA) Determination and Compliance Findings report in accordance with 24 CFR Part 58. D|F will use the provided HUD Environmental Assessment Determination and Compliance Findings for HUD-assisted Projects 24-CFR Part 58 outline as the basis of the report. D|F will compile the findings and provide a HUD compliant report upon completion. It is anticipated the following site investigations and studies will need to be performed to support the completion of the EA:

Phase I Environmental Site Assessment

D|F will perform a Phase I environmental assessment in general accordance with the ASTM Standard Practice for Environmental Assessments, E-1527-13. A site reconnaissance to assess on-site conditions with particular emphasis on indicators of contamination will be performed. No sampling of soils, groundwater, surface waters, debris piles, or building materials is included in this proposal. Regulatory agencies will be contacted to ascertain whether actions have been or may be taken concerning the property or adjacent properties. A search of available environmental records utilizing a database search firm. This search will meet specific requirements of the ASTM Standard Practice for Environmental Assessments, E-1527-13. D|F will create one (1) report for the nine parcels, and the report will be included in the EA.

Asbestos and Lead-Based Paint Survey

D|F is proposing an asbestos and lead-based paint survey on the nine structures. Field activities include collecting an estimated number of samples for asbestos (216 PLM and 54 TEM) and lead-based paint (9 TCLP) for laboratory analysis. We will also use an XRF to take lead paint sample shots and grab one composite sample per house to analyze for TCLP lead. Roof samples will be included as part of this project. D|F understands seven of the structures are occupied and two may be vacant. It is our understanding that SCOR DRD does not own the buildings and plans to purchase the building in the near future. Coordination with the owner will need to be made prior to initiation of field activities. Collection of building samples for laboratory analysis will result in slight damage to the building material. D|F will not be responsible for repairing sample locations. Collection of building samples will be made to reduce visible damage to a level of adequate sample collection. D|F will not be held liable for damages incurred during the field activities. D|F will create a report based on the findings of the field activities and laboratory analysis and provide recommendations based on the findings. D|F proposes to create one (1) report for all of structures.

Wetlands Field Delineation

D|F understands the nine parcels are currently located within the 100-year floodplain. A desktop review of the nine parcels will be performed to determine the potential for wetlands to exist on the nine parcels. A field visit will be performed by a wetland professional to assess for presence of wetland indicators. A map indicating the general area of wetlands, if identified, will be created outlining the approximate perimeter of the identified wetlands. A GPS survey

of the wetlands boundary or submittal of a Jurisdictional Determination (JD) to the USACE is not included in this proposal.

Historic Preservation

D|F understands six of the nine of the structures are fifty (50) years or older. The structures identified to be 50 years or older are 109 Huckleberry Drive, 108 Lakeway Drive, 101 Park Drive, 103 Park Drive, 105 Park Drive, and 311 Sliding Hill Road. D|F will prepare one Section 106 Project Review Form that encompasses these six structures. The Section 106 Project Review Form will be submitted to SCOR for approval prior to submission to the State Historic Preservation Office (SHPO) as well as Indian Tribes that may have an interest in the project location. Correspondence and findings will be included in the EA.

Public Notices

The project sites are currently located within the 100-year floodplain and/or potential wetlands. In accordance with HUD regulations, an “Early Public Notice for Activities in a 100-Year Floodplain and/or Wetlands” and a “Combined Final Public Notice and Public Explanation of a Proposed Activity in a 100-Year Floodplain; and a Finding of (No) Significant Impact; and Notice of Intent to Request Release of Funds” will be published in the local newspaper (The Link Newspaper) and submitted to all interested Agencies, Groups, and Individuals. D|F will provide response to comments received from the public notices.

The remaining compliance factors and environmental assessment factors are anticipated to be completed without additional site investigations.

Compensation and Schedule

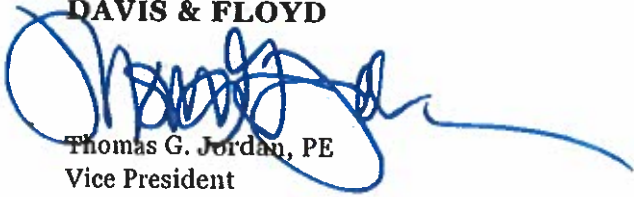
D|F understands the project has a time sensitive deadline, and we are prepared to begin the environmental services within five (5) days of receipt of the executed Notice to Proceed. We propose to provide these environmental services for a lump sum fee of **\$35,916** as broken down in the following table:

Scope of Work - Environmental Assessment Determination	Cost
Compliance Factors Site Investigations	
- Contamination and Toxic Substances	
- Phase I Environmental Site Assessment	\$5,625
- Asbestos & Lead-Based Paint Survey	\$11,941
- Floodplain Management	
- Compile and Advertise Two Public Notices in the Local Newspaper	\$1,619
- Historic Preservation	
- Section 106 Submittals and Compliance	\$6,000
- Wetlands Protection	
- Wetland Field Determination	\$3,200
Environmental Assessment Determination Report	\$7,531
Environmental Assessment Determination Report Total	\$35,916

Should the scope of work change due to public comment, Client or regulatory agency mandated additions to the project, we will contact to provide an estimate of anticipated cost changes. We are proposing to submit the EA report on or before October 1, 2021. This schedule is based on no public meetings, and we are able to receive prompt response and/or correspondence from the regulatory agencies. An electronic copy of the report will be submitted to you. Our work will be performed in accordance with executed form SE-240 SMALL PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS.

We appreciate the opportunity to work with the SCOR DRD toward the success of this important project. Please indicate your acceptance of this proposal by signing the bottom of this letter and emailing or sending a Purchase Order referencing this proposal (TGJ-068-21) to my attention by mail, email, or to fax number (864) 229-7844. Please feel free to call should you have any questions, or if we may provide additional information to assist with your review of the proposed services.

Very truly yours,
DAVIS & FLOYD



Thomas G. Jordan, PE
Vice President

Enclosures: Standard Terms and Conditions (SE-240 Contract) *Pk*

CLIENT NAME: Pam Kendrick

ACCEPTED BY: *Pam Kendrick* DATE: 8/11/2021

ADDRESS:
Pam Kendrick
Environmental & Buyout Program Manager
Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, South Carolina 29201