

RESOLUTION NO. 2022-05

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AGREEMENT AMONG  
THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, THE CITY OF  
NORTH AUGUSTA, AND THE AUGUSTA REGIONAL TRANSPORTATION STUDY

WHEREAS, the City of North Augusta desires assistance from SCDOT to conduct a study to evaluate options for the Georgia Avenue Traffic Calming and Pedestrian Access Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, ARTS-SC is a public agency with the authority to enter into contracts necessary for the proper discharge of its functions; and

WHEREAS, the City of North Augusta is a body politic with all rights and privileges of such including the power to contract as necessary and incidental power to carry out the City of North Augusta's functions regarding this agreement.

WHEREAS, on March 15, 2021 City Council adopted Resolution No. 2021-09, authorizing surplus funds from the Planning and Development Department's 2020 fiscal year's budget to be used for transportation studies, including \$43,000 for the Georgia Avenue Traffic Calming and Pedestrian Access Study and the \$43,000 is available in Account 18-4055-265 of the Capital Projects Fund with said match not to exceed \$10,000, and

WHEREAS, the City of North Augusta has received a reimbursable grant from the Augusta Regional Transportation Study (ARTS) in the amount of \$50,000 with a required 20% match to conduct the Georgia Avenue Traffic Calming and Pedestrian Access Study that is formalized by this agreement, and

WHEREAS, the City Administrator may be authorized to execute agreements by City Council for actions they approve; and

WHEREAS, Mayor and Council determined it in the best interest of the City.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council for the City of North Augusta, to enter into this agreement with SCDOT and SC-ARTS to conduct the Georgia Avenue Traffic Calming and Pedestrian Access Study and:

- 1) Authorizes not more than \$10,000 of City funds from Capital Projects Fund Account 18-4055-265 to be utilized; and
- 2) The City Administrator is authorized to execute the agreements

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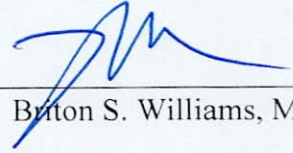
Date: 2-8-2022

By: ML

Repository: City Council

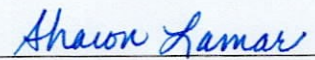
RES 2022

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 7<sup>th</sup> DAY OF  
February, 2022



Briton S. Williams, Mayor

ATTEST:



Sharon Lamar, City Clerk

**AGREEMENT BETWEEN THE  
SOUTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
THE CITY OF NORTH AUGUSTA,  
AND THE  
AUGUSTA REGIONAL TRANSPORTATION STUDY**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of North Augusta (hereinafter referred to as "SUBRECIPIENT"), the Augusta Regional Transportation Study (hereinafter referred to as "ARTS-SC"), and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SUBRECIPIENT desires assistance from SCDOT to conduct a study to evaluate options for the Georgia Avenue Traffic Calming and Pedestrian Access Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, ARTS-SC is a public agency with the authority to enter into contracts necessary for the proper discharge of its functions covered under this Agreement; and

WHEREAS, SUBRECIPIENT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out SUBRECIPIENT's functions covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the Parties do hereby agree as follows:

**I. PROJECT DESCRIPTION:**

The Project, which is the subject of this Agreement, consists of conducting a study to: produce detailed project plans for specific improvements along SCDOT and local rights-of-way; ranking projects based on cost, effort, impact, and feasibility; and identification of alternate funding sources, if available (hereinafter "the PROJECT"). The area for the study is Georgia Avenue through the North Augusta Downtown area from the Savannah River to Martintown Road.

EXHIBIT A (attached hereto and specifically made a part of this agreement) represents additional PROJECT details.

**II. OBLIGATIONS OF PARTIES**

A. SCDOT WILL:

1. Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III of this Agreement.
2. Identify an SCDOT employee, to serve as SCDOT's Contact for SUBRECIPIENT.
3. Perform all services required of SCDOT in accordance with SCDOT guidelines and policies.
4. Within the limits of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in performance of the work undertaken under this Agreement.

B. SUBRECIPIENT WILL:

1. Provide SUBRECIPIENT's cost share for this PROJECT as more specifically defined under Section III. FUNDING.
2. Agree that all consultants and subconsultants will comply with SCDOT's Procurement Policy Memorandum (dated February 2, 2011) Implementing FHWA Order 4470.1A, (dated October 27, 2010). This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.
3. Incorporate into contracts all applicable Required Provisions and Supplemental Specifications in effect at the time of execution of this Agreement.
4. Perform all PROJECT services in accordance with all applicable laws and regulations, both Federal and State, following the guidelines as established by SCDOT and other State and Federal guidelines considered by SCDOT to be appropriate, including compliance with applicable sections of the SCDOT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated June 2014 and any revisions, addenda, or other modifications thereto (included herein by reference), located at <https://www.fhwa.dot.gov/federalaid/stewardship/agreements/sc.pdf>.
5. Provide to SCDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for SUBRECIPIENT or its agent for the PROJECT.

6. Retain all records dealing with this PROJECT for three years after completion and acceptance of PROJECT and final audit, and such records will be made available to SCDOT for audit and review upon request.
7. Provide to SCDOT and ARTS-SC monthly status report for the PROJECT.
8. Include as an attachment to SUBRECIPIENT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.
9. Comply with the audit requirements of 2 CFR 200, Subpart F. Subrecipients exempt from these audit requirements, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to SCDOT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, Sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions –i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCDOT, Office of Contract Assurance – Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted via the OCA Document Submission Portal at [http://www.scdot.org/doing/contractor\\_Audit.aspx#subForm](http://www.scdot.org/doing/contractor_Audit.aspx#subForm).
10. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SUBRECIPIENT's part, or the part of any employee or agent of SUBRECIPIENT in performance of the work undertaken under this Agreement.

### III. FUNDING:

- A. SUBRECIPIENT estimates the total cost for the PROJECT to be \$50,000.00.
- B. SCDOT's maximum funding for the PROJECT is \$40,000.00 (hereinafter referred to as "SCDOT's Maximum Funding") as authorized by Augusta Regional Transportation Study (ARTS) on March 5, 2020, for use of planning funds. SCDOT will sub-award the funds as a pass-through grant to SUBRECIPIENT for administration of the PROJECT.

C. SUBRECIPIENT is responsible for meeting federal matching fund requirements on SCDOT's Maximum Funding for the PROJECT.

1. The required match on this grant is **\$10,000.00**. Fund sources and match responsibilities for the PROJECT are shown in the funding table below.

2. Funding Table:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	Planning - Metro PL Funds (CFDA#20.205)	\$ 50,000.00	80%	\$ 40,000.00	0%	\$ -	20%	\$ 10,000.00	City of North Augusta
	Total Project Cost	\$ 50,000.00		\$ 40,000.00		\$ -		\$ 10,000.00	

D. SUBRECIPIENT is responsible for 100% of the cost of the PROJECT in excess of SCDOT's Maximum Funding for the PROJECT.

E. Based on the match requirements for the available fund sources, the SCDOT reimbursement rate will be applied as a percentage of the total eligible project costs not to exceed SCDOT's Maximum Funding.

F. SCDOT will make payment to SUBRECIPIENT for all eligible costs incurred by SUBRECIPIENT, up to SCDOT's Maximum Funding for the PROJECT based on a valid reimbursement request/invoice submitted by SUBRECIPIENT to SCDOT. A reimbursement request or invoice is considered valid when it includes:

1. Identification of man-hours by task, classification and rate
2. A line item for overhead, where applicable
3. A listing of other direct costs
4. A listing of consultant/contractor services
5. Signature of certification in accordance with 2 CFR 200.415, *Required Certifications*, by an authorized representative of SUBRECIPIENT
6. Additional certifications relating to work performed as requested by SCDOT's Program Manager.

G. All of SUBRECIPIENT's reimbursement requests or invoices must be supported by suppliers' invoices and SUBRECIPIENT's financial records. SUBRECIPIENT will submit reimbursement requests/invoices to SCDOT not more often than monthly and SCDOT will pay all valid reimbursement requests and invoices within thirty days of receipt by SCDOT.

H. Upon completion of the project, SUBRECIPIENT shall submit a Final Invoice for the PROJECT. This invoice may be a \$0.00 invoice if all reimbursements, not to exceed the SCDOT Maximum Funding, have been paid to SUBRECIPIENT.

- I. SUBRECIPIENT is responsible for refunding to SCDOT any funding provided to SUBRECIPIENT by SCDOT for work and services performed by or for SUBRECIPIENT which are determined not to be in compliance with the terms and conditions of this Agreement.
- J. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

**IV. SCHEDULE:**

- A. The effective date of this Agreement is the date of execution by the Parties hereto. SUBRECIPIENT shall begin work upon receipt of SCDOT's written notice to proceed.
- B. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding reimbursement.
- C. SUBRECIPIENT anticipates that the PROJECT will be substantially complete within sixteen months of SCDOT's written notice to proceed.
- D. SUBRECIPIENT agrees to prosecute the PROJECT work continuously and diligently from the date of SCDOT's written notice to proceed. Should SUBRECIPIENT be unable to complete the PROJECT within the above period, SUBRECIPIENT shall notify SCDOT in writing as to the reason for the delay, attach a revised PROJECT schedule, and request a revised completion date. SCDOT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement pursuant to Section VI. J of this Agreement.

**V. PROCUREMENT REQUIREMENTS:**

SUBRECIPIENT shall procure all goods and services necessary for the PROJECT in accordance with the following requirements:

- A. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:
  - 1. The South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or
  - 2. SUBRECIPIENT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50 and conform to applicable federal laws and regulations identified in 2 CFR § 200.318.

- B. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Fiscal Accountability Authority in addition to any other publication in which SUBRECIPIENT deems it appropriate to advertise.
- C. At the completion of the PROJECT, SUBRECIPIENT shall complete and submit to SCDOT the Certification of Procurement attached hereto and made a part hereof as EXHIBIT B, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.

**VI. GENERAL:**

- A. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of SCDOT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the South Carolina Circuit Court in Richland County within 90 days of PROJECT completion.
- B. The Parties hereto agree to conform to all applicable SCDOT, State, Federal and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.
- C. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- D. SUBRECIPIENT and its agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. SUBRECIPIENT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.
- E. By execution of this Agreement SUBRECIPIENT does hereby agree:
  - 1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
  - 2. to provide SCDOT with any documents required to establish such compliance upon request; and
  - 3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- F. By execution of this Agreement SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, employees, and agents



will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

- G. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, and employees will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-705, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.
- H. By execution of this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT and all of SUBRECIPIENT's consultants, sub-consultants, contractors, sub-contractors, and employees will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
- I. SUBRECIPIENT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.
- J. This Agreement may be terminated by SUBRECIPIENT upon written notice provided that SUBRECIPIENT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. If SUBRECIPIENT fails to advance the PROJECT to completion, SCDOT may terminate the Agreement upon written notice and SUBRECIPIENT shall be responsible for all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds. Upon written notification of termination, all work on the PROJECT shall cease, unless otherwise directed.

**VII. SUCCESSORS AND ASSIGNS:**

SCDOT and SUBRECIPIENT each bind themselves and their respective successors and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer their respective interest in the Agreement without the written consent of the other.

**VIII. BENEFIT AND RIGHTS OF THIRD PARTIES:**

This Agreement is made and entered into for the sole protection and benefit of SCDOT, SUBRECIPIENT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

**IX. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

**X. ENTIRE AGREEMENT:**

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CITY OF NORTH AUGUSTA

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

AUGUSTA REGIONAL TRANSPORTATION STUDY

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

By: [Signature]  
Deputy Secretary for Intermodal Planning or Designee

REVIEWED BY:

[Signature]

By: [Signature]  
Title: Director of Planning

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCDOT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBRECIPIENT SIGNATURE

EXHIBIT A

PROJECT DETAILS

(see Attached)

**EXHIBIT B**  
**CERTIFICATION OF PROCUREMENT**

1. The undersigned is the duly authorized representative of

\_\_\_\_\_

(hereinafter referred to as "the SUBRECIPIENT").

2. The Undersigned hereby certifies that the SUBRECIPIENT has complied with all the PROCUREMENT REQUIREMENTS set forth in Section V of this Agreement identified as PLA 1-21 and dated \_\_\_\_\_, 20\_\_.

3. Attached is a list of all consultants, contractors and vendors used on the PROJECT, including name of vendors, dollar value of purchase and date of purchase.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date