

CONTRACT

Between

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

**CATAWBA REGIONAL COUNCIL OF GOVERNMENTS
FOR USE OF STATE PLANNING AND RESEARCH FUNDS**

SECTION I – GENERAL

This Agreement, made this 3rd day of June, 2016, by and between the **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**SCDOT**” and the Catawba Regional Council of Governments, hereinafter referred to as the “**COG**”.

WITNESSETH THAT:

WHEREAS, **SCDOT** is the administrative agency of the State of South Carolina responsible for the systematic planning of the state highway system and the Governor’s designee for the development of a statewide transportation plan pursuant to 23 U.S.C. § 135; and

WHEREAS, the **COG** is a public agency established pursuant to S. C. Code Ann. § 6-7-10, et seq. (2004), with the power and duty to make recommendations on matters affecting the planning and development of the geographic area including Chester, Lancaster, Union, and York Counties, hereinafter referred to as the “**COG’s Program Area**”, and to coordinate and promote cooperative programs and action with other governmental entities; and

WHEREAS, pursuant to 23 U.S.C. § 505 the Secretary of Transportation has made “State Planning and Research Funds”, hereinafter referred to as “**SPR Funds**”, available to **SCDOT** for carrying out the responsibilities of statewide transportation planning set forth in 23 U.S.C. § 135; and

WHEREAS, **COG** has agreed to assist **SCDOT** with statewide transportation planning responsibilities in the **COG’s Program Area** and **SCDOT** has agreed to reimburse **COG** with **SPR Funds** for the approved, authorized, and eligible costs of such services as set forth herein; and

WHEREAS, **COG** has agreed to update statewide planning responsibilities in the **COG’s Program Area** consistent with **SCDOT** biennial update cycle for the Rural Planning Work Program (“**RPWP**”), as defined by 23 C.F.R. § 450.214 for the Long Range Transportation Plan (“**LRTP**”), and as required by 23 C.F.R. § 450.324 (a) for the Transportation Improvement Program (“**TIP**”); and

WHEREAS, the **SCDOT** has elected to provide each **COG** an equal annual distribution of **SPR Funds** in the amount of \$85,000 dollars (federal) to provide financial resources to assist in fulfilling the terms of the agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows as to the use of **SPR FUNDS** allocated for conducting the Section 135 planning process in the **COG's Program Area**.

SECTION II – SCOPE OF WORK AND DIVISION OF RESPONSIBILITIES

- (A) **Advisory Staff** – The **COG** will utilize an advisory committee comprised of **SCDOT**, **COG**, and applicable staff from local jurisdictions to facilitate the review and consideration of technical analysis in support on an ongoing transportation planning process. The advisory committee shall meet on a recurring basis and make recommendations to the **COG** board, including but not limited to the Transportation Improvement Program (**TIP**) and Long Range Transportation Plan (**LRTP**). Advisory staff from **SCDOT** shall be non-voting and comprised of the Area Planner from the Office of Statewide Planning, Director of the Office of Public Transit, Multimodal Planning Manager from the Office of Intermodal and Freight Planning, and Program Manager from the Office of Preconstruction.
- (B) **RPWP** - : The **COG** shall biennially prepare the **RPWP** as defined by Attachment A, describing the work to be performed, cost estimates by activity or task, the division of work responsibility, and the identification of work items eligible for **SPR FUNDING** for the following year. Transit projects should also be included in the **RPWP**. The **RPWP** will include tasks for two (2) years, and the **COG** will adopt a new **RPWP** every other year.
 - a. **SCHEDULE:**
 - i. In Even numbered years – development of NEW **RPWP**
 - 1. **FEBRUARY** - **SCDOT** starts developing consolidated planning grant amounts and sends out **SPR** letters.
 - 2. **MARCH** - DRAFT **RPWPs** due to **SCDOT**.
 - 3. **APRIL** – **SCDOT** provides comments on DRAFT **RPWPs**.
 - 4. **MAY** – **COG** addresses comments, incorporates changes, and adopts final **RPWP** and submits final documents back to **SCDOT**.
 - 5. **JUNE** – **SCDOT**, reviews final documents for comment inclusion and executes approval. Upon receipt and approval by **RPWP** by **SCDOT**, it will be

included in the **SPR** program. **SPR** program will then be approved by **FHWA**.

- ii. In Odd numbered years – confirmation of grant values
 - 1. February – **SCDOT** will send out **RPWP** letter confirming **SPR** amount for the second year funding.
 - 2. The **COG** would reflect this amount within their **RPWP** via amendment or revision.

The **RPWP** must be approved by **SCDOT** prior to the beginning of the State fiscal year on July 1. All modifications to the **RPWP** thereafter must be approved by **SCDOT**, otherwise all work is ineligible for reimbursement. **COG** will be subject to quarterly benchmarking of performance measures. Quarterly updates will include project description, account code, statement of deliverables and progress status, including percent complete. Any changes in the approved **RPWP** must be formally adopted by **COG** Board and accompanied by a budget adjustment amendment.

- (C) Statewide Transportation Improvement Program (“STIP”) - The **COG**, in cooperation with **SCDOT**, shall develop the **TIP** for the **COG’s Program Area** in accordance with the requirements of 23 U.S.C. § 134 for consideration by **SCDOT’s** Commission. **COG’s TIP** component shall demonstrate fiscal constraint by year. **SCDOT** shall provide financial/funding/project cost estimate information. The development and maintenance of the **TIP** component shall be included in the **RPWP**. Projects from **COG TIP** will be included in **STIP** in accordance with Act 114 of 2007. Act 114 takes into consideration the following criteria when establishing project priority lists for the **STIP**: (a) financial viability, (b) public safety, (c) potential for economic development, (d) traffic volume and congestion, (e) truck traffic, (f) the pavement quality index, (g) environmental impact, (h) alternative transportation solutions, and (i) consistency with local land use plans. **SCDOT** has created methodology and application of the criteria to prioritize lists that are subsequently submitted to the **SCDOT** Commission for approval. As a minimum standard, the **COG** should follow the ratified Act 114 ranking process that has been approved by the **SCDOT** Commission to define priorities. The **COG** must seek approval from the **SCDOT** Commission to use a customized Act 114 ranking process that differs from the **SCDOT** ratified Act 114 ranking process. Projects may not enter the **STIP** until programmed via Act 114. Data pertaining to the Act 114 ranking process must be retained for a period of 10 years.

The **COG TIP** and **SCDOT STIP** must be consistent with one another. The **TIP** needs to be updated every three (3) years or in accordance with the **STIP** update. The approved **STIP** is frequently revised to reflect

changes as a project matures; therefore, before the **STIP** is revised to reflect a project change in an **COG's Program Area**, the **COG TIP** must first be revised. **SCDOT** policy for amendments, corrections and right-sizing to the **STIP** is defined in Attachment B, The South Carolina Statewide Transportation Improvement Program (STIP) Administration and Coordination Process dated March 25, 2014. Amendments to the **STIP** require the use of the STIP/TIP Transmittal Form, which can be found in Attachment C or obtained from the **SCDOT** Office of Statewide Planning.

- (D) **LRTP** - The **COG**, in cooperation with **SCDOT**, shall develop the long range multimodal transportation plan for **COG's Program Area** that is consistent with **SCDOT's** Statewide Multimodal Transportation Plan. The **COG** shall collect and provide socio-economic data and travel characteristics necessary for the plan. **SCDOT** shall perform and/or oversee travel demand modeling and alternative scenario analysis required for the plan, as well as financial/funding/cost estimate information needed for the purpose of developing a financially constrained plan. **SCDOT** and **COG** shall staff the Public Review of the Planning Process. **SCDOT** and **COG** will develop purpose and need statements for all projects in the plan. If purpose and need cannot be developed, then the project will not be included in the fiscally constrained portion of the Plan. Plans shall be performance based and consistent with the Statewide Multimodal Plan, Highway Safety Implementation Plan, and Transportation Asset Management Plan. The plan should also include an Act 114 ranking of the illustrative project list and demonstrate progress toward established targets. The **COG** shall publish the Plan Document online and make hard copies available to the public. **COG** shall update the plan every five (5) years from the date of adoption. The **LRTP** should include at a minimum, the items contained in Attachment D.

In the event **COG** does not meet required deadlines for development of **LRTP**, **COG** will work with **SCDOT** to develop action plan to meet required goals for **SPR** funding. Failure to comply with deadlines and/or goals of the action plan may result in further measures, such as withholding of **SPR** funds.

SCDOT, in cooperation with **COG**, shall develop Advanced Project Planning Reports ("**APPR**") as set forth in the event a project is on (1) new location or for (2) widenings for each long-range project prior to programming the project in the **STIP**. **COG** shall approve the project scope and design outlined in the **APPR** prior to a project being eligible for the **STIP**. **APPR** shall include project scope, cost estimate, and an explanation of how the project meets established targets.

- (E) Public Participation - COG shall establish a process for public involvement in the development of the LRTP document and STIP component. The COG Public Involvement Plan ("PIP") at a minimum should include items referenced in Attachment E. The PIP should be updated every five (5) years with the LRTP. In lieu of writing a PIP, COG may adopt state standards for public involvement contained in Attachment E. COG shall also adopt a toolkit of performance measures to assess the success of the PIP. The toolkit is referenced in Attachment E.
- (F) Providing Information and Quarterly Reports - COG shall provide information and documentation relative to the work in a form required by SCDOT. COG shall provide quarterly status reports as required by SCDOT. The status reports shall be due 30 days following the end of each quarter. Failure to submit project invoices in the proper time period may result in the closure of the project and non-reimbursement for expenses incurred.
- (G) The COG shall publish and keep current electronic and hard copies of the plan and programs included in the RPWP, LRTP, TIP and PIP.
- (H) Oversight - COG shall be subject to SCDOT Process Review every five (5) years, which will be documented in a written report and subject to findings and written actions. SCDOT will be evaluating the performance of COG and evaluating the level of investment of federal dollars.

SECTION III – PROVISION OF INFORMATION

The COG shall provide to SCDOT all documentation relative to the work described in SECTION II in a form required by SCDOT.

SCDOT shall provide the COG information in the possession of SCDOT including: DOT orders, FHWA notices, regulations, and other material relative to the use of SPR FUNDS.

The COG will furnish to SCDOT all records, reports, justification, and other documentation required by federal law and regulations and carry out all procedures specified by SCDOT and FHWA for the use of PL funds.

SECTION IV – TIME OF PERFORMANCE

This Agreement shall be effective upon the date of signing and shall continue until terminated by either party in accordance with Section VIII below, or until superseded by a later agreement.

COG must obtain approval of RPWP and/or work to be performed via letter from SCDOT. Approval of RPWP and/or work to be performed will be indicated via approval

letter from SCDOT. Authorization for use of SPR funds for fees incurred by work to be performed can begin following the issuance of the approval letter. No reimbursement will be made by SCDOT to the COG for costs incurred prior to written approval to proceed.

This agreement shall be in full force and effect for carrying out the approved RPWP as of the date of signature and shall continue in full force and effect for carrying out subsequent approved RPWP's (including approved modifications thereof) for each ensuing fiscal period, unless terminated by the parties as provided herein.

SECTION V – REIMBURSEMENT

- (A) Reimbursement for approved and allowable costs – SCDOT agrees to reimburse COG, up to the amount authorized by FHWA, for the federal share (\$85,000 dollars) equal to 80% of all allowable and approved costs upon satisfactory performance of the work. "Allowable costs" shall be as defined by 2 C.F.R. § 200. No reimbursement shall be made for costs that are not determined by SCDOT to be allowable costs as defined by the approved RPWP and defined by allowable costs in the regulation. COG may begin to incur charges against SPR Funds allocated to it when it receives written authorization from SCDOT to proceed with the work contained in the RPWP. A Notice to Proceed can be found on SCDOT letterhead in Attachment F.
- (B) Reimbursement for work performed by third parties – SCDOT will reimburse COG for goods and services performed by third parties only if the costs are allowable and approved costs, COG has received prior written approval from SCDOT to obtain such goods and services from a third party, and the goods and services are procured in accordance with the procurement procedures at least as restrictive as the State Procurement Code. COG shall reference Attachment G, prescribed Local Public Agency ("LPA") process described in LOCAL PROJECT AGREEMENT (LPA) COORDINATION REQUIREMENTS FOR PROCUREMENT OF CONSULTING SERVICES.
- (C) Submission of Quarterly Invoices – COG shall submit to SCDOT quarterly invoices for reimbursement broken down by task and supported by appropriate documentation. Such invoices may cover work completed during periods of one or more months, provided that no invoice covers months from previous fiscal years. When properly prepared, the SCDOT shall process the invoices for payment. Final payment may be withheld pending final acceptance of the services rendered. COG shall be subject to audit as provided in Section X below.
- (D) Availability of Funds – When SPR Funds are apportioned to South Carolina, SCDOT will allocate an amount of SPR Funds as determined by SCDOT in equal shares to each of the ten Councils of Governments participating in the

rural transportation process. The allocation amount of SPR Funds will be disclosed in a letter to the COG no later than March of the calendar year.

- (E) No Carry Over of Funds – Any SPR Funds made available to COG that are not invoiced at the conclusion of the fiscal year cannot be carried forward to subsequent fiscal years.

SECTION VI – CHANGES

The SCDOT may, from time to time, require changes in the scope of service of the contract to be performed hereunder. Such changes, including an increase or decrease in the amount of the COG compensation or time of performance, which are mutually agreed upon by and between SCDOT and the COG, shall be incorporated in a supplemental agreement. Work under such supplemental agreement shall not proceed until formally approved by SCDOT and FHWA.

SECTION VII – DISPUTES

In any dispute concerning a question or fact in connection with the work of this agreement, or compensation therefore, the decision of SCDOT's Director of Planning in the matter shall be final and conclusive for both parties.

SECTION VIII – TERMINATION OF CONTRACT

- (A) Termination for convenience – A RPWP will be prepared to describe the work proposed to be performed during a special program period. Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days written notice prior to the end of a program period and such termination will become effective at the end of the program period.
- (B) Termination for cause – Either party shall have the right to terminate this Agreement if the other party breaches the terms of the Agreement by failing to fulfill in a timely manner its obligations hereunder or violating any of the covenants, agreements, or stipulations of this Agreement, but only after the breaching party has failed to cure the breach after having received thirty (30) days prior written notice of the breach from the other party.
- (C) Reimbursement for services to date of termination – In the event the Agreement is terminated, COG shall be entitled to reimbursement for eligible and approved costs incurred up to the date of termination for satisfactory work completed.
- (D) Damages for Breach – Notwithstanding any of the above, COG shall not be relieved of liability to SCDOT for damages sustained by SCDOT by reason of any breach on the part of COG, and SCDOT may withhold any payments to

COG for the purpose of setoff until such time as the exact amount of damages due SCDOT is determined.

SECTION IX – RESPONSIBILITY FOR CLAIMS AND LIABILITY

Except as limited by the S.C. Tort Claims Act, each party shall be responsible for any and all claims, demands, suits, or causes of action brought by third parties on account of the party's work under this Agreement.

SECTION X – RECORDS RETENTION/INSPECTION AND FINANCIAL MANAGEMENT SYSTEMS/AUDIT

The **COG** shall maintain all data, documents, and full and accurate records relating to the performance of work and billings for reimbursement under this contract until the expiration of three (3) full years after the update of the **LRTP** or the final expenditure of funds, whichever is later. If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with federal funds must be retained for three years after final disposition. The **COG** further agrees to permit the authorized representative of **SCDOT** and **FHWA** full access to all data, documents, and records under this contract for the purposes of auditing and inspection.

SCDOT and **FHWA** shall have access to and the right to inspect all project materials during regular business hours of the **COG**. The **COG** shall furnish copies of such materials if requested.

The **COG** will maintain a financial management system in accordance with 2 C.F.R. §§ 200.500 *et seq.* **COG**, and its authorized contractors and subcontractors, shall comply with the audit requirements set forth in Subpart F of Uniform Administrative Requirements, 2 C.F.R. §§ 200.500, *et seq.* (2013). Subrecipients who may be exempt from federal audit requirements, but are required by other funding sources to obtain an annual financial statement audit are to submit a copy of the audit to the **SCDOT's** Office of Statewide Planning within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other audit requirements may include, but are not limited to, S.C. Code Sections 4-9-150; 5-7-240; and 6-7-170 (as amended).

All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audits of third party contractors shall be performed in accordance with **SCDOT** requirements or **COG's** contract administration procedures. 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: the Area Planner, Office of Statewide Planning, South Carolina Department of Transportation, P.O. Box 191, Columbia, South Carolina 29202.

SECTION XI – MISCELLANEOUS PROVISIONS

- (A) **Ownership of Documents:** Basic notes, sketches, charts, and other data prepared or obtained under this contract shall be made available to SCDOT without restriction or limitation on their use. No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. SCDOT and FHWA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract. SCDOT and COG may copyright any books, publications, or other copyrightable materials in the course of the work of this Agreement; however, SCDOT and FHWA reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work produced under this agreement for government purposes. The COG shall retain ownership of all plans, specifications and related documents.
- (B) **Assignability and Subcontracting:** The COG shall not assign, subcontract or transfer any interest or responsibilities of the COG under this Agreement without the prior written consent of SCDOT. In the event the SCDOT gives such consent, the terms and conditions of this Agreement shall be incorporated fully into such assignment, subcontract or transfer and such assignee, subcontractor or transferee shall be bound to the terms hereof as fully and completely as the COG is hereby bound and obligated.
- (C) **General Compliance with Laws:** The COG shall comply with the provisions of all State of South Carolina, Federal Laws, and SCDOT rules and regulations and local statutes, ordinances, and regulations which are applicable to the performance of the service covered under this contract and to procure all necessary licenses and permits in carrying out this Agreement, including specifically the requirements of 23 C.F.R. § 420 regarding activities carried out with SPR Funds, 23 C.F.R. § 200, and 23 C.F.R. § 172.
- (D) **Notices:** All notices with respect to this Agreement shall be in writing and, if to SCDOT, shall be sufficient when sent by regular mail to SCDOT and addressed to: Mark D. Pleasant, SCDOT Director of Planning, P.O. Box 191 Columbia, SC 29202, or to his designee. If notice is to COG, such notice shall be sent to: Randy Imler, Executive Director,
Catawba Regional COG, PO Box 450, Rock Hill, SC 29731,
or to his designee.

SECTION XII - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL AID CONTRACTS

During the performance of this Agreement, the COG, for itself, assignees, and successors in interest agrees to comply with Title VI of the Civil Rights Act of 1964, as amended. The non-discrimination provisions of 23 C.F.R. §§ 200 - 230 and 49 C.F.R. § 21 with respect to Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 apply to all programs and activities of COG by reason of the receipt of federal funds under this Agreement. This section will be incorporated into any other subcontracts that may be executed as a result of this contract.

SECTION XIII – DISADVANTAGED BUSINESS ENTERPRISES

COG shall ensure that Disadvantaged Business Enterprises (“DBE”), as defined in 49 C.F.R. § 26, shall have the maximum opportunity to participate in the performance of any third party contracts, financed in whole or in part by SPR funds under this agreement. Consequently, the disadvantaged business enterprise requirements of 49 C.F.R. § 26, apply to this agreement.

The COG agrees to ensure that minority business enterprises, as defined in 49 C.F.R. § 26, have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the COG shall take all necessary and reasonable steps in accordance with 49 C.F.R. § 26, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The COG shall not discriminate on the basis of race, color, national origin, religion, or sex in awarding subcontracts.

SECTION XIV – EQUAL EMPLOYMENT OPPORTUNITY

COG shall not discriminate against any employee that is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination, raise of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, and implementing regulations promulgated by the U.S. Department of Labor (41 C.F.R. § 60). The COG shall insert a similar provision in all subcontracts for services covered by this contract.

SECTION XV – DRUG FREE WORKPLACE

COG certifies that it will provide a drug-free workplace in accordance with S.C. Code Ann. § 44-107-30 (2002) during the course of this Agreement.

SECTION XVI – PARTICIPATION BY FOREIGN CONTRACTORS AND SUBCONTRACTORS

SCDOT will not consider for award any proposal submitted by any contractor, and will not consent to subletting any portions of the contract to any subcontractor, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurement's for public works projects.

For the purpose of this Special Provision, any contractor or subcontractor who is a citizen or national of a foreign country or who is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a contractor or subcontractors of such foreign country. By execution of this Agreement the COG certifies that the COG and all of the COG's consultants, sub-consultants, contractors, sub-contractors, employees, and agents will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.

SECTION XVII –

By execution of this Agreement, the COG certifies that the COG and all of the COG's consultants, sub-consultants, contractors, employees, and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention:

1. Offering, giving, soliciting, or receiving anything of value to influence action of public employee – S.C. Code Section 8-13-705;
2. Recovery of kickbacks – S.C. Code Section 8-13-790;
3. Offering, soliciting, or receiving money for advice or assistance of public official – S.C. Code Section 8-13-720;
4. Use or disclosure of confidential information – S.C. Code Section 8-13-725;
5. Persons hired to assist in the preparation of specifications or evaluation of bids – S.C. Code Section 8-13-1150;
6. Solicitation of state employees – S. C. Code Sections 8-13-755, 8-13-760, and 8-13-725.

SECTION XVIII – CANCELLATION OF PREVIOUS AGREEMENT

This contract cancels and supersedes the previous SCDOT - Catawba Regional Council of Governments agreement dated _____.

SECTION XIX – ENTIRE AGREEMENT

This agreement sets forth the full and complete understanding of the parties as of the dates set forth below, and it supersedes any and all agreements and representations made or dated earlier.

IN WITNESS WHEREOF, the parties herein have executed this AGREEMENT as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Catawba Regional COG

Witness

By: 

(Signature)

Title: Executive Director

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION


Witness

By: 

Deputy Secretary for Intermodal Planning or
Designee

RECOMMENDED BY:

By: 

Director of Planning

REVIEWED BY:

By: 

Title: STATEWIDE PLANNING CHIEF

CERTIFICATION OF THE COG.

I hereby certify that I am the Executive Director and duly authorized representative of

Catawba Regional Council of Governments

and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COG) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COG) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to SCDOT, the Federal Highway Administration, and the U. S. Department of Transportation in connection with this agreement involving Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

(DATE)

6/6/14

(COG SIGNATURE)



CERTIFICATION OF SCDOT

I hereby certify that I am the Director of Planning for the South Carolina Department of Transportation of the State of South Carolina and that neither the above PLANNING AGENCY nor its representatives have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration and the U. S. Department of Transportation in connection with this agreement involving Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

(DATE)


(SCDOT SIGNATURE)

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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 342, 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.

7/25/2011
(DATE)

[Signature]
(SCDOT)

6/6/14
(DATE)

[Signature]
(COG)

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned Randy Imler, Executive Director who is a representative of Catawba Regional Council of Governments (hereinafter) **COG** certifies on behalf of the **PLANNING AGENCY** that the **COG** will provide drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of controlled substance is prohibited in the **COG's** workplace and specifying the actions that will be taken against employees for violations of the prohibition'
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistant programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

COG

