

CONGESTION MANAGEMENT PROCESS UPDATE - FY 2025

Augusta-Richmond County Government

Responsible for

Augusta Regional Transportation Study (ARTS)

FHWA METROPOLITAN PLANNING PROGRAM

Discretionary Funds

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205

FEDERAL-AID PARTICIPATING PROJECT

PI Number: 0020308

Contract ID: 48400-415-IGDPL2500511

Federal Share 80%	\$200,000.00
Local Match Share 20%	<u>\$50,000.00</u>
Total Contract Cost	\$250,000.00
<i>Aiken County</i>	<i>\$ 115,000</i>
	<i><u>\$ 365,000</u></i>

*Aiken County Contribution can
be found under "Exhibit D".*

**Agreement By and Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
Augusta-Richmond County Government Responsible for August Regional Transportation
Study (ARTS)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Work Program, Fiscal Year 2025"**, (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled "**Work Program, Fiscal Year 2025**", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D, "Work Program, Fiscal Year 2025,"**.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D, "Work Program, Fiscal Year 2025,"**.

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection

and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV

AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on 01/31/2025. The work outlined therein shall be completed no later than 1/31/2026. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, attached hereto and incorporated by reference.

ARTICLE V

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI

COMPENSATION

A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, "Budget Estimate for Fiscal Year 2025"**, attached hereto and incorporated herein by reference, for completion of the PROJECT is Two Hundred Fifty Thousand Dollars (\$250,000.00). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to Two Hundred Thousand Dollars and No Cents (\$200,000.00). However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of \$200,000.00. In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay Twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to Fifty Thousand Dollars and No Cents (\$50,000.00). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$50,000.00).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, "Budget Estimate for Fiscal Year 2025"**, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY'S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 ("Uniform Grant Guidance") and is specifically detailed in **Exhibit D, "Work Program, Fiscal**

Year 2025” and Exhibit E, “Budget Estimate for Fiscal Year 2025” of this Agreement. If at anytime during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, “Budget Estimate for Fiscal Year 2025”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, “Budget Estimate for Fiscal Year 2025”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of 83.72% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of 109.45% of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY’S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY’S costs under this Agreement, or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the

parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE X
MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII
USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

ARTICLE XV COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII
COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX
AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE XX
INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY (*complete the applicable statement*):

☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.

OR

☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- b) Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.
- c) Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- B. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

**Augusta Richmond County Government
Responsible for Augusta Regional
Transportation Study (ARTS)**

Commissioner

Executive Director

ATTEST:

IN THE PRESENCE OF:

Treasurer

Witness

Signed, Sealed and Delivered

This ____ day of _____, _____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

EXHIBIT A
CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study**, whose address is **535 TELFAIR STREET SUITE 300, AUGUSTA, GA, 30901**, and that neither I nor the entity 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 commission to solicit or secure the 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 commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

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

(Date)

Signature of Authorized Representative

Type or Print Name

EXHIBIT B
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study in Exhibit A**, or its representative has not 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, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

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

(Date)

Commissioner

EXHIBIT C
Federal Award Identification
Required Elements

Federal Award Identification:

1. Sub-recipient Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT responsible for Augusta Regional Transportation Study
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32): 073438418 (Please confirm with sponsor)
3. Federal Award Identification Number: 0019898
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): 06/27/2024
5. Sub-award Period of Performance start and end date: 01/31/2025 to 01/31/2026
6. Amount of federal funds obligated by this action: \$200,000.00
7. Total amount of the federal funds obligated to sub-recipient: \$200,000.00
8. Total Amount of the federal award: \$200,000.00

Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): CONGESTION MANAGEMENT PROCESS UPDATE - FY 2025

9. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
10. CFDA Number and Name: 20.205
11. Is this a Research and Development Project? No
12. Indirect cost rate if used (2C.F.R. § 200.414): 109.45%

EXHIBIT D

Work Program, Fiscal Year 2025

TASK 4.2 - Congestion Management Process

Purpose: To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

Previous Work:

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1st round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2nd round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.

FY 2025 Work Activities and Schedule: The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Long Range Transportation Plan to meet federal requirements related to the CMP. The following tasks will be performed during FY 2025 and 2026.

ACTIVITIES	EXPECTED COMPLETION DATE
1. RFQ Development and Finalization	July 2024
2. Consultant Selection via Procurement Process	August 2024 – December 2024
3. Consultant and MPO project management	January 2025 – January 2026
4. Consultant begins performing Scope of Work Tasks 1, 2 & 3: Task 1: Review and Conduct Assessment of the Existing CMP; Task 2: Research CMP Best Practices Task 3: Develop a Stakeholder and Public Outreach Approach	January 2025 – April 2025
5. Consultant begins performing Scope of Work Tasks 4 & 5 Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network 6. Task 5: Analyze Traffic Congestion Problems and Needs	February 2025 – May 2025
7. Consultant begins performing Scope of Work Tasks 5, 6 & 7 Task 5: Analyze Traffic Congestion Problems and Needs Task 6: Review and Refine Goals and Objectives 8. Task 7: Develop Multi-Modal Performance Measures	May 2025 – August 2025
9. Consultant begins performing Scope of Work Tasks 8 & 9 Task 8: Review and Update Existing CMP Strategies 10. Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	July 2025 – October 2025
11. Public Meeting – Comment Period on CMP	October 2025 – November 2025
12. Consultant begins performing Scope of Work Tasks 10 13. Task 10: Develop CMP System Performance Monitoring Evaluation	November 2025 – January 2026
14. TCC & CAC Review and Adopt Final CMP	January 7, 2026
15. Policy Committee Review and Adopt Final CMP	January 22, 2026

Work Schedule: July 1, 2024 - June 30, 2025

Product(s): Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$200,000.00	\$50,000.00	\$250,000.00

SOUTH CAROLINA	ACPDD	TOTALS
ACPDD Match – GAMPO	\$115,000.00	\$115,000.00

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$200,000.00	\$50,000.00	\$46,400.00	\$11,600.00	\$308,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$3,200.00	\$4,000.00
ACPDD (SC PL Match)	\$200.00	\$800.00	\$1,000.00
ACPDD Match – GAMPO	\$0.00	\$115,000.00	\$115,000.00
TOTAL	\$1,000.00	\$119,000.00	\$120,000.00

TASK 4.3 - Intermodal Planning (Regional Freight Plan Update)

Purpose: To incorporate bicycle, pedestrian, public transit, freight, and non-motorized transportation planning activities into the overall ARTS transportation planning process. To implement projects that resolve conflicts between modes of transportation, such as rail/highway conflicts, and projects that improve connections and travel alternatives among modes of transportation.

This work element will be used to foster a transportation system that accommodates bicycle, pedestrian, public transit, freight, and other non-motorized means of transportation. Activities under this work element will focus on evaluating the highway and rail conflicts in the ARTS area; addressing the efficient movement of freight; identifying possible solutions to problem locations related to intermodal connections and improving safety for non-motorized travel.

Through the implementation of the Regional Bicycle and Pedestrian Plan, the ARTS transportation system will be more intermodal. This plan will prioritize proposed projects based on numerous factors identified by local stakeholders. The plan recommends local governments strengthen policies related to:

1. Bicycle paths and parking

EXHIBIT E

BUDGET TABLE

[illegible]

EXHIBIT F

SCHEDULE

2024						2025					
July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
		X	X	X	X	X	X	X	X	X	X

2025						2026	
July	Aug	Sept	Oct	Nov	Dec	Jan	
X	X	X	X	X	X	X	

Target Start And End Date	1/1/2025-01/31/2026	Lead Agency	MPO
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APPENDIX A

NOTICE OF CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964 AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The AUGUSTA-RICHMOND COUNTY GOVERNMENT responsible for Augusta Regional Transportation Study, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE AUGUSTA-RICHMOND COUNTY GOVERNMENT responsible for Augusta Regional Transportation Study CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Executive Director

Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **AUGUSTA RICHMOND COUNTY GOVERNMENT** responsible for **Augusta Regional Transportation Study** whose address is 535 TELFAIR STREET SUITE 300, AUGUSTA, GA, 30901 and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **AUGUSTA-RICHMOND COUNTY GOVERNMENT** responsible for **Augusta Regional Transportation Study** certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Executive Director

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: AUGUSTA-RICHMOND COUNTY GOVERNMENT responsible for
Augusta Regional Transportation Study

Contract No. and Name: CONGESTION MANAGEMENT PROCESS UPDATE - FY 2025
48400-415-IGDPL2500511

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Date of Authorization _____

Title of Authorized Officer or Agent

Date _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____