

CFDA No. 20.205  
Highway Planning & Construction

Project ID: P041076  
Cost Center:  
WBS No.:  
Fund:  
Functional Area:

**Financial Participation Agreement & Contract  
Between the  
South Carolina Department of Transportation  
And the  
Town of Moncks Corner**

This Agreement executed on this 19<sup>th</sup> day of April, 2020, covers the financial responsibilities of the South Carolina Department of Transportation (hereinafter "SCDOT"), and Town of Moncks Corner, (hereinafter "PARTICIPANT") (collectively "the Parties") for the below described Project:

**WITNESSETH THAT:**

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, PARTICIPANT 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 PARTICIPANT'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, SCDOT and PARTICIPANT do hereby agree as follows:

**I. PROJECT DESCRIPTION:**

The Town of Moncks Corner Intersection Project/Systems Upgrade which is the subject of this Agreement is generally described as follows: The project includes the installation of a mast arm signal in lieu of standard SCDOT equipment at the following intersections: S-1094 (Rembert Dennis Boulevard) and S-1072 (Main Street Extension)/Sterling Oaks Drive (Off System); and S-1094 (Rembert Dennis Boulevard) and S-316/S-1243 (Stony Landing Road), in Berkeley County, South Carolina.

Exhibit A (attached hereto and specifically made a part of this Agreement) represents additional project details and a map depicting the project area.

The project as described above shall be referred hereinafter as "the Project."

**II. SCDOT RESPONSIBILITIES:**

SCDOT will bid and let the PROJECT.

SCDOT will provide 332 base-mounted 170 cabinet assemblies (including the conflict monitors) and 2070 controllers.

SCDOT will be responsible for construction management and inspection services of all signal installation work items (including concrete/foundation construction).

SCDOT will perform integration on the 2070 controllers/cabinets.

SCDOT will provide ongoing maintenance of the traffic signals.

### III. PARTICIPANT RESPONSIBILITIES:

PARTICIPANT will provide signal design and signal plans with special provisions detailing type and color of mast arm poles.

PARTICIPANT will be responsible for all signal costs associated with the installation of mast arm(s) rather than steel strain poles, including mast arm and foundation designs, additional conduits, boring, and/or trenching.

PARTICIPANT will be responsible for any payments for open cuts required for installation of conduit.

PARTICIPANT will provide ongoing maintenance of the Mast Arms as outlined in Section VII, Item (d) of this agreement.

### IV. MISCELLANEOUS:

Foundation design will be included in the construction project.

Mast Arms to be powder coated semi-gloss black over galvanized.

Mast Arm must meet SCDOT Mast Arm Specifications and Town of Moncks Corner Mast Arm Specifications.

### V. FUNDING:

- a. The estimated total cost of the Project is \$634,347. The total cost shall also include costs for oversight and administration, including but not limited to, attending public hearing(s), project location, design, other engineering services, and inspection and testing performed by SCDOT in accordance with state and federal requirements.
- b. SCDOT's maximum funding amount for the Project will be \$427,473 from Preventative Maintenance & Operation Signal funds. This amount represents the cost of installation using standard SCDOT equipment at this Project location.

- c. PARTICIPANT is responsible for 100% of the total cost of the PROJECT excluding SCDOT's maximum funding as identified above. SCDOT will not participate in any cost overruns.

d. Funding Summary

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	PMO Signals	\$ 427,473.00	0%	\$ -	100%	\$ 427,473.00	0%	\$ -	n/a
2	Local	\$ 206,874.00	0%	\$ -	0%	\$ -	100%	\$ 206,874.00	Town of Moncks Corner
Total Project Cost		\$ 634,347.00		\$ -		\$ 427,473.00		\$ 206,874.00	

VI. INVOICING/PAYMENT SCHEDULE:

- a. PARTICIPANT's share of funding for the Project is estimated at \$206,874. SCDOT will invoice PARTICIPANT based on this Agreement approximately 30 days after execution of this Agreement.
- b. PARTICIPANT shall remit payment to SCDOT within 30 days of receipt of invoice. No work on the Project shall begin until payment is received.

VII. GENERAL TERMS:

- a. PERIODIC REPORTS. SCDOT's Project Manager will periodically update PARTICIPANT concerning the status of the Project.
- b. COST UNDERRUNS. In the event that the total cost of the Project is less than originally estimated, SCDOT will determine and refund any excess amount paid to SCDOT by PARTICIPANT. The refund will be made within 30 days of the final completion and closure of the Project within SCDOT's accounting office. Refunds will not be unreasonably withheld, denied, or delayed. SCDOT shall retain any remaining Project funds from SCDOT's maximum funding amount. No additional work shall be added to the Project even if there are cost underruns or Project award underruns. At PARTICIPANT's request SCDOT may consider an exception to this requirement on a case by case basis.
- c. COST OVERRUNS. If it becomes apparent that the cost of the Project will exceed the funding available, SCDOT will provide PARTICIPANT notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the Project. PARTICIPANT shall remit to SCDOT within 30 days of receipt of the notice the additional funds needed to complete the Project. No work will be completed beyond that covered by the available funds. If PARTICIPANT does not have the additional funding needed to complete the Project, SCDOT and PARTICIPANT will mutually agree in writing on a revision to the Project scope and termini that is in accordance with the available budget. PARTICIPANT will be 100% responsible for the cost of overruns and SCDOT will not participate in the cost of overruns.

- d. MAINTENANCE RESPONSIBILITY. PARTICIPANT shall be responsible for maintenance, repairs, and replacement of mast arms, all associated hardware in or on the mast arm, all conduit maintenance and replacements throughout the use of the mast arms at the signal location. Maintenance will follow SCDOT's "Engineering Directive Memorandum (EDM) Number 33," SCDOT's "Mast Arm Specifications" and any modifications or amendments to this Directive, incorporated herein by reference. Copies of the above requirements may be obtained from SCDOT's Director of Traffic Engineering at SCDOT Headquarters, Columbia, South Carolina. Once the Mast Arms are designed, installed, operational, and released from the contractor's responsibilities, SCDOT will maintain the traffic signal while PARTICIPANT will continue to maintain the mast arms in accordance with EDM 33. PARTICIPANT shall complete the mast arm information form found on page 3 of EDM 33 and submit this form to the District Six SCDOT office.
- e. CONFORMITY TO LAWS. The Parties hereto agree to conform to all applicable SCDOT policies, all 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.
- f. AMENDMENTS. PARTICIPANT, 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.
- g. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- h. TERMINATION. This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. The Party so notified shall immediately stop work on the Project. This Agreement may also be terminated for convenience. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each Party to this Agreement is obligated on a *quantum meruit* basis.
- i. DISPUTES. All claims or disputes shall be filed with SCDOT's Project Manager and the Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the Project Manager, PARTICIPANT may appeal the claim or dispute to SCDOT's Deputy Secretary for Engineering. The decision of SCDOT's Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties.

- j. FUTURE CONSTRUCTION PROJECTS. PARTICIPANT acknowledges SCDOT's resurfacing program and other construction programs do not account for the cost of protecting and/or replacement of enhancements. This cost is the sole responsibility of PARTICIPANT. SCDOT will notify PARTICIPANT prior to resurfacing or construction and provide a time period for PARTICIPANT to provide the additional funding for one of the following:

1. The additional cost to protect the enhancement; or
2. The cost for SCDOT to replace the enhancement.

Failure of PARTICIPANT to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the enhancement. PARTICIPANT may replace the enhancement at PARTICIPANT's expense after resurfacing by encroachment permit.

- VIII. CONSENT OF MUNICIPALITY. Pursuant to the South Carolina Code of Laws Section 57-5-820, if applicable, PARTICIPANT does hereby consent to the construction of the Project within its corporate limits. The forgoing consent shall be the sole approval necessary for SCDOT to complete the Project as described in this Agreement, and constitutes a waiver of any and all other requirements with regard to the construction within PARTICIPANT's corporate limits. If PARTICIPANT is not a municipality and the Project is within the corporate limits of a municipality, PARTICIPANT will obtain the required consent of the municipality.
- IX. SUCCESSORS AND ASSIGNS: SCDOT and PARTICIPANT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.
- X. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered 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.
- XI. ENTIRE AGREEMENT: This Agreement with attached Exhibits and Certification constitutes the entire Agreement between the parties. The Agreement 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**

**TOWN OF MONCK'S CORNER**

W. J. P. Baker  
Witness

By: [Signature]  
(Signature)  
Title: Town Administrator

Adrian  
Witness

**SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

By: [Signature]  
Deputy Secretary for Finance & Administration or  
Designee

**RECOMMENDED BY:**

[Signature] 12 APR 22  
Deputy Secretary for Engineering or Designee

ME

**REVIEWED BY:**

[Signature]  
Title: Director of Traffic Engineering

**EXHIBIT A**  
**PROJECT DETAILS AND PROJECT AREA MAP**

