

**AGREEMENT BETWEEN THE
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
CATAWBA REGIONAL COUNCIL OF GOVERNMENTS
For Use of State Planning and Research Funds**

THIS AGREEMENT is made this 11th day of May, 2026, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the Catawba Council of Governments (hereinafter referred to as the "COG") (collectively "the Parties")

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 the 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, the Governor of the State of South Carolina has designated the COG for the above-mentioned non-urbanized area; and

WHEREAS, SCDOT, as delegated by the Governor of the State of South Carolina, has executed an agreement with the COG pursuant to the COG designation; and

WHEREAS, pursuant to 49 U.S.C. § 5305, 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, SCDOT has elected to provide each COG an equal annual distribution of SPR Funds and 49 U.S.C. § 5304 funding in the amount of \$125,000 (federal) to provide financial resources to assist in fulfilling the terms of the agreement; and

WHEREAS, the COG has agreed to assist SCDOT with Statewide Transportation planning responsibilities in the COG's Program Area as defined by 23 C.F.R. § 450.200 and SCDOT has agreed to reimburse the COG for the approved, authorized, and eligible costs of such services as set forth herein; and

WHEREAS, the federal share payable for authorized activities using 49 U.S.C. § 5304 and SPR Funds is 80% of allowable costs unless otherwise designated; and

WHEREAS, the COG has agreed to update statewide planning responsibilities in the COG's Program Area consistent with SCDOT's biennial update cycle for the Rural Planning Work Program (hereinafter referred to as "RPWP"), as defined by 23 C.F.R. § 450.216 for the Long Range Transportation Plan (hereinafter referred to as "LRTP"), and as required by 23 C.F.R. § 450.218 (a) for the Transportation Improvement Program (hereinafter referred to as "TIP"); and

WHEREAS all transportation planning activities shall be developed cooperatively between the COG, SCDOT, Federal Highway Administration (hereinafter referred to as "FHWA"), and Federal Transit Administration (hereinafter referred to as "FTA"); and

WHEREAS, the COG and SCDOT jointly promote an ongoing continuing, cooperative, and comprehensive multimodal transportation planning process that fully considers the planning factors required by applicable laws and regulations; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements of the Parties hereto to be bound by them, respectively kept and performed, as hereinafter set forth, SCDOT and the COG do agree as follows to the use of the aforementioned funding allocated for conducting the 23 U.S.C. § 135 planning process in the COG's Program Area.

I. TERM OF AGREEMENT:

This Agreement becomes effective when signed by all Parties hereto. SCDOT shall not continue its obligation to the COG under this Agreement if the Governor's designation of the COG is withdrawn, if federal funds cease to become available, or if the Agreement is terminated as hereinafter provided. The term of this Agreement is consistent with the term of the most current transportation bill, or three years, or prolonged to coincide with future authorization extensions, and may be updated as necessary.

II. RESPONSIBILITIES OF THE COG:

A. RESPONSIBILITIES OF THE COG POLICY BOARD AND TECHNICAL ADVISORY COMMITTEE

1. The COG Policy Board

The COG Policy Board is the policy body with the responsibility for establishing overall transportation policy for the COG rural transportation planning area and for making required approvals. The COG Policy Board is comprised of elected officials and other representatives designated by member governmental bodies and/or county legislative delegations as determined by member-government consortium agreement, COG bylaws, and state law.

The transportation planning responsibilities of the COG Policy Board related to this agreement are as follows:

- a. Ensure that requirements of 23 U.S.C. § 135 and 49 U.S.C. § 5301 et. seq., and other applicable laws and regulations are carried out.
 - b. Use funds provided in accordance with this Agreement to develop and maintain a comprehensive regional transportation planning program.
2. **Technical Advisory Staff**
The COG will utilize an advisory committee comprised of SCDOT, the COG, and applicable staff from local jurisdictions to facilitate the review and consideration of technical analysis in support of an ongoing transportation planning process. The advisory committee shall meet on a recurring basis and make recommendations to the COG Policy Board, including but not limited to the LRTP and the TIP. Advisory Committee members from SCDOT shall be comprised of the Regional Planner from the Office of Statewide Planning, Division of Intermodal and Freight Program Manager(s) for Freight and Rail Programs and Program Manager(s) for Public Transit, and Program Manager from the Office of Preconstruction.
3. The responsibilities of the COG Technical Advisory Committee are as follows:
- a. Provide technical advice and recommend appropriate courses of action to the COG Policy Board on current and emerging transportation issues, goals, plans, and programs affecting the COG. The advice and recommendations of this body are required, at minimum, on updates and modifications to the LRTP, TIP, and conformity findings as required.

B. RURAL PLANNING WORK PROGRAM (RPWP)

1. Every two years the COG shall submit to SCDOT a program of work that includes goals, objectives and/or tasks required by each of the several agencies involved in the transportation planning process. This program of work is to be called the RPWP, or any successor name.
2. The RPWP will be prepared for a period of two years unless otherwise agreed to by SCDOT, the COG, and the COG Transportation Policy Board. The RPWP shall reflect only that work that can be accomplished during the time period of the RPWP, including all planning projects regardless of funding type, in accordance with 23 C.F.R. § 420.113, and 23 C.F.R. § 420.115.
3. The RPWP shall identify work proposed for the next 2-year period by major activity and task (activities shall include the planning factors in 23 C.F.R. § 450.206), with sufficient detail to indicate who will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity or task, and a summary of the total amounts and sources of federal and matching funds.

4. The budget and statement of work shall be included in the RPWP. The maximum amount payable will not exceed the budget included in the RPWP.
5. The COG shall provide a draft RPWP to SCDOT no later than March 31 preceding the first fiscal year of the plan, as defined by Exhibit B, 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. General Public and Human Service Transit Plans must also be included in the RPWP.
 - a. SCDOT shall review and provide annual approval letters to the COG to proceed with the implementation of the RPWP. The RPWP must be approved by SCDOT prior to the beginning of the State fiscal year on July 1.
 - b. If the RPWP is subsequently amended, necessitating a revision that may alter the scope, length, or fiscal obligation of a project, the COG will provide written notice to SCDOT including documentation of changes to the originally approved work plan. All amendments to the RPWP must be approved by SCDOT, otherwise, all work is ineligible for reimbursement.

c. Schedule:

In Odd Numbered Years - Development of NEW RPWP

- i. **February - SCDOT reviews and determines consolidated planning grant amounts and provides SPR letters to the COGs.**
- ii. **March – the COG submits draft RPWPs to SCDOT.**
- iii. **April - SCDOT provides RPWP comments to the COGs. SCDOT will be provided 30 days to review and comment on the RPWP.**
- iv. **May – the COG addresses comments, incorporates changes, adopts final RPWP, and submits final adopted RPWP to SCDOT.**
- v. **June – SCDOT reviews final documents for comment inclusion and executes approval. Upon receipt and approval of the RPWP by SCDOT, the RPWP will be included in the SPR program. SPR program will then be submitted to FHWA.**

In Even Numbered Years - Confirmation of Grant Values

- vi. **February - SCDOT will distribute RPWP letter confirming SPR planning program funding amounts for the second year.**

vii. The COG will reflect the second year allocation amount in their RPWP via amendment.

Failure to adhere to the schedule outlined above may result in a delay of authorization to the COG to proceed with incurring costs.

6. The effective date of each RPWP shall follow the state fiscal year beginning July 1 of each year and ending on June 30 of the following year. On July 1, the RPWP shall constitute a new federal project and shall supersede the previous RPWP.
7. Each year's approved RPWP shall be incorporated into this Agreement by reference. The RPWP shall be approved by the COG Policy Board.
8. The use of federal SPR Funds shall be limited to transportation planning activities affecting the transportation system within the Non-Metropolitan Planning Area.
9. The COG shall not incur any costs for work outlined in the RPWP, or any subsequent amendments, prior to receiving written approval from SCDOT. Any costs incurred prior to receiving approval shall not be eligible for reimbursement from federal SPR Funds.
10. The COG Policy Board shall not delegate approval authority of the RPWP or subsequent amendments. The Policy Board may delegate administrative corrective actions to the COG staff. Administrative corrective actions do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples of corrective actions include but are not limited to: clarification of project description, scope, termini, typographical, grammatical or syntax corrections.
11. Should any conflict be discovered between the terms of this Agreement and the RPWP, the terms of this Agreement shall prevail.
12. The COG will ensure coordination with SCDOT's Offices of Planning or Intermodal and Freight if any studies/plans are undertaken by the COG. The COG must follow SCDOT's Local Public Agency procedures if procuring professional services to assist in delivering such studies/plans.

C. PUBLIC INVOLVEMENT PLAN (PIP)

1. The COG shall develop, publish, and use a Public Involvement Plan (hereinafter referred to as "PIP") in alignment with 23 C.F.R. § 450.210 that defines a process for providing citizens, affected agencies, and other interested parties reasonable opportunities to be involved with the transportation planning process. This document shall address public involvement procedures for the development, update, and modifications to the COG's planning documents to include the RPWP, LRTP, TIP, etc.

2. The COG shall adopt a toolkit of performance measures to assess the effectiveness of its PIP as discussed in Exhibit C. The COG PIP at a minimum should include items referenced in Table 1 of Exhibit C.
3. The PIP should be updated at least every five (5) years.
4. In lieu of writing a PIP, the COG may adopt state standards for public involvement contained in Exhibit C.

D. LONG RANGE TRANSPORTATION PLAN (LRTP)

1. The COG, in cooperation with SCDOT, FHWA, FTA, and federal and state officials, shall develop a regional LRTP for the COG's Program Area with an emphasis on addressing the needs of the nonmetropolitan area which is consistent with SCDOT's Statewide Multimodal Transportation Plan. The LRTPs shall include the same elements required in 23 C.F.R. § 450.216 at the scale and context of the regional planning area and will follow the process directives of SCDOT's Office of Planning and Office of Intermodal and Freight. The LRTP should include, at a minimum, the items contained in Exhibit D.
2. The COG will review, update, and approve the LRTP at least every five (5) years from the date of adoption. In the event the COG does not meet required deadlines for development of the LRTP, the COG will work with SCDOT to develop an action plan to meet required goals for use of 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.
3. The COG and SCDOT shall cooperatively develop all federal and state funded transportation projects for inclusion in the COG's LRTP. The COG will include any locally funded projects of regional significance.
4. The COG will develop the process for project prioritization and selection, considering the requirements of Section 57 of the SC Code of Laws Act 114, for the LRTP.
5. The COG may choose to adopt the state defined ranking templates or define a similar methodology compliant with Act 114 to prioritize projects. Specific COG ranking procedures shall be approved by SCDOT.
6. The COG will approve projects to be included in its LRTP. When amending an LRTP, the COG will ensure fiscal constraint is maintained and the project has received ACT 114 prioritization if the project is utilizing SCDOT funds.
7. The COG shall provide a draft LRTP to SCDOT no less than 30 days in advance of the date the LRTP is to be released for public comment.

E. TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

1. 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. § 135 for consideration by SCDOT's Commission. The COG's TIP component shall demonstrate fiscal constraint by year. The development and maintenance of the TIP component shall be included in the RPWP. SCDOT will provide financial/funding/project cost estimate information as needed to support the COG's efforts.
2. The COG will review, update, and approve the TIP at least every four years to support SCDOT's non-metropolitan transportation planning efforts as outlined in 23 C.F.R. § 450.200 or in accordance with the STIP update.
3. The COG TIP and SCDOT STIP must be consistent with one another and should be updated in accordance with the STIP updates. 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 a COG's Program Area, the COG will be notified so that the TIP can be updated appropriately in accordance with SCDOT's policy for amendments, corrections, and right-sizing to the STIP as defined in Exhibit E: The South Carolina Department of Transportation Office of Finance and Administration – STIP Process, dated October, 2023. Amendments to the STIP require the use of the TIP/STIP Transmittal Form, which can be found in Exhibit F.
4. The TIP will include a planning certification statement to be signed by the COG Policy Board Chairperson, SCDOT Deputy Secretary for Planning, and SCDOT Deputy Secretary for Intermodal and Freight Programs as required by 23 C.F.R. § 450.200.
5. For the purpose of developing the TIP, the COG, SCDOT, and operators of publicly owned transit services will cooperatively develop estimates of funds that are reasonably expected to be available to support program implementation.
6. The COG will develop and approve its TIP as appropriate in coordination with the STIP and LRTP. The COG will ensure its TIP is fiscally constrained and that projects in it are consistent with the LRTP.
7. The COG will confirm each project is eligible for federal aid funding prior to programming each project in the TIP.
8. When amending a TIP, the COG will ensure consistency with the current LRTP, fiscal constraint, Act 114 requirements and, as applicable, its locally developed coordinated public transit-human services transportation plan. The COG will provide required routing to SCDOT to coordinate the inclusion of TIP changes in the STIP. The STIP may be modified to reflect State programs or other COG changes prior to confirmation that the TIP has been updated. The COG will document a revision process within the TIP document that discusses thresholds for amendments and corrections. The COG will maintain an up-to-date TIP available for public review on the internet.

9. For the purposes of recommending transit projects under the Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA Section 5310), and as required by 49 U.S.C. § 5310, the COG will certify that projects are included in a locally developed, coordinated public transit human services transportation plan.

F. TRAVEL DEMAND MODELING AND COORDINATION ON STATE PLANNING

1. The COG will be responsible for the development, review, input, and approval of updates of socioeconomic data (base year) and its forecasts used in the travel model.
2. The COG will be responsible for coordinating with SCDOT to update socioeconomic data, highway network, and any other input to the model if it chooses to use the statewide travel demand model as a forecasting tool to inform its planning process such as in the development of its long range transportation plan. The COG will provide reasonable time to SCDOT to incorporate model inputs such as the socioeconomic data, highway network, etc. to update the statewide travel model accordingly.

G. PROVISION OF INFORMATION

1. The COG will provide to SCDOT all documentation relative to the work described in SECTION II in a manner required by SCDOT. The format of, and means to, transfer/submit information will be coordinated with the planning program manager responsible for the specific work product.
2. The COG will furnish to SCDOT all records, reports, justifications, and other documentation required by federal law and regulations, and will carry out all procedures specified by SCDOT and FHWA for the use of SPR Program Planning Funds.

III. RESPONSIBILITIES OF SCDOT:

A. SCDOT OVERSIGHT AND REPRESENTATION

1. The COG shall be subject to SCDOT Process Review every four (4) years, which will be documented in a written report and subject to findings and written actions. SCDOT will evaluate the performance of the COG and will evaluate the level of investment of federal dollars.
2. SCDOT will have representation on the Technical Advisory Committee only as COG Board membership is determined by member-government consortium agreement, COG bylaws, and state law.

B. RPWP

1. SCDOT will provide an annual announcement of SPR funding to be used for planning purposes every February.
2. SCDOT shall provide comments on the draft RPWP within 30 days of receipt.

3. The SPR Work Program budget is submitted to FHWA in early June in order to charge to projects beginning July 1.
4. For Intermodal Planning activities, SCDOT will provide necessary planning data (as available) to assist in the development of long and short-range planning activities and technical studies at the request of the COG.

C. LRTP

1. For the purpose of developing the LRTP, SCDOT shall cooperatively develop estimates of funds that will be available to support LRTP implementation. SCDOT will also support the development of planning level project cost estimates, as needed, to support LRTP development.
2. SCDOT will provide the COG with performance measures and State defined targets to be incorporated into the LRTP.
3. SCDOT will review and provide written comments addressing fiscal constraint and reasonable availability of funds, project(s) purpose and need, and project logical termini on the draft LRTP update in time for the comments to be evaluated and acted upon prior to the draft LRTPs being released to the public for comment.
4. SCDOT will participate in the development, review, and approval of the project prioritization and selection process for the LRTP.
5. SCDOT will review and comment on LRTP amendments for fiscal constraint, purpose and need, logical termini, and prioritization.

D. TIP

1. SCDOT will participate in the development of the TIP and will provide project schedules and cost estimates. SCDOT will review and provide comments on the draft TIP in time for the comments to be evaluated and acted upon prior to the draft TIP being released to the public for comment. After the TIP is approved by the COG and transmitted to SCDOT, the TIP will be included into the STIP without modification. SCDOT will submit their STIP to the FHWA and the FTA for approval.
2. For the purpose of developing the TIP, SCDOT will assist the COG with developing estimates of funds that are reasonably expected to be available to support program implementation.
3. SCDOT will review and comment on draft TIP amendments for consistency with the STIP and fiscal constraint.
4. Project information pertaining to SCDOT administered programs will be routed to the COG for inclusion in the TIP.

E. TRAVEL DEMAND MODELING AND COORDINATION ON STATE PLANNING

1. SCDOT will provide traffic count information in the form of Annual Average Daily Traffic (hereinafter referred to as "AADT") for all state highways, as available, within the COG study area. If the COG desires to develop its own regional transportation model, it shall be updated at least every five years or in conjunction with the updated LRTP. SCDOT will provide assistance in reviewing the COG's model as it is being developed or updated to ensure model performance and consistency is achieved.
2. If the COG desires to use the statewide travel demand model for its regional forecasts, SCDOT will incorporate any model input from the COG and update the statewide model accordingly. SCDOT will share the updated statewide model results with the COG.
3. Any analysis performed by SCDOT using the regional travel demand model may be requested to be shared with the COG.

F. PROVISION OF INFORMATION

1. SCDOT will provide information in its possession to the COG including: SCDOT directives, FHWA notices, regulations, and other material relative to the use of SPR Planning Program Funds.

IV. PERFORMANCE MEASURES:

The FAST Act (Fixing America's Surface Transportation Act, Pub. L. No. 114-94, 129 Stat. 1312 (2015)), and subsequent federal rulemaking, established performance measures related to Pavement and Bridge Condition, System and Truck Travel Time Reliability, Safety, and Transit Asset Management.

As part of the target setting process:

SCDOT will:

1. Inform the COGs of the performance measure targets established for the State.
2. Inform the COGs of any amended targets for the performance measures.
3. Provide on a biennial basis a System Performance Report evaluating the condition and performance of the transportation system within the respective COG boundary.
4. Provide the Transit Asset Management annual performance targets to the COG and urbanized area transit systems.

COGs will:

1. Have the Policy Board formally adopt the targets through LRTP amendment and provide SCDOT a letter confirming action by the Policy Board and the date of approval.

2. If applicable, have the Policy Board formally adopt any amended targets through LRTP amendment and provide SCDOT a letter confirming action by the Policy Board and the date of approval.
3. Have the Policy Board formally adopt the System Performance Report through LRTP amendment and provide SCDOT a letter confirming action by their Policy Board and the date of approval.

V. RESPONSIBILITIES OF THE COG AS FISCAL AGENT:

The COG is the entity responsible for providing fiscal, human resource, and staff services for transportation and transit planning within the COG's planning region

The responsibilities of the COG are as follows:

- A. Maintain required accounting records for state and federal funds consistent with current federal and state requirements.
- B. Provide all appropriate funding, including required non-federal matching funds, as identified by fiscal year in the RPWP, to allow the COG staff to effectively and efficiently operate the program.
- C. May establish procedures and policies for procurement and purchasing in cooperation with the COG Policy Board, subject to compliance with Procurement statutes of the State of South Carolina.

VI. 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 XV below, or until superseded by a later agreement.

The COG must obtain approval of the RPWP and/or work to be performed via letter from SCDOT. Authorization for use of SPR funds for fees incurred by work to be performed can begin following the authorization of SPR funds and 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.

VII. FUNDING AND REIMBURSEMENT OF COSTS:

A. FUNDING

1. SPR funds will be allocated in an amount determined by SCDOT in equal shares to each of the ten COGs participating in the rural transportation planning process. The amount of SPR funds will be disclosed in a letter to the COG in February of the calendar year.

2. Any SPR Funds made available to the COG, which are not invoiced at the conclusion of the fiscal year, cannot be carried forward to subsequent fiscal years.

B. REIMBURSEMENT OF APPROVED AND ALLOWABLE COSTS

SCDOT agrees to reimburse the COG for the federal share (\$125,000) equal to 80% of all eligible and approved costs upon satisfactory performance of the work. "Eligible costs" shall be as defined by 23 C.F.R. § 420.113 and 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 regulations.

C. REIMBURSEMENT FOR WORK PERFORMED BY THIRD PARTIES

SCDOT will reimburse the COG for goods and services performed by third parties only if the costs are allowable and approved costs; the COG has received prior written approval from SCDOT to obtain such goods and services from a third party; and the goods and service are procured in accordance with procurement procedures at least as restrictive as the State Procurement Code. The COG shall reference Exhibit G: Local Public Agency (LPA) Project Agreement Coordination Requirements for Procurement of Consulting Services.

D. REIMBURSEMENT REQUEST

The 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.

SCDOT's reimbursement of any cost incurred hereunder is further contingent upon the following:

1. Sufficient federal funds are available to SCDOT for making payments hereunder.
2. The incurred cost is authorized in the RPWP. The maximum amount payable under this Agreement shall not exceed the total budgeted amount outlined in the RPWP.
3. The cost has actually been incurred by the COG and meets the following criteria:
 - a. is verified from the COG's records;
 - b. is not included as match funds for any other federally assisted program;
 - c. is necessary and reasonable for the proper and efficient accomplishment of program objectives;
 - d. is the type of charge that would be allowable under 2 C.F.R. § 200.409, "Special Considerations"; and

- e. is not paid by SCDOT or federal government under another assistance program unless authorized to be used as matching funds under the other federal or state agreement and the laws and regulations to which it is subject.
4. The COG will submit requests for payment of authorized costs incurred on a quarterly basis. Each request for payment will be submitted in a manner acceptable to SCDOT, which includes at a minimum the following information:
 - a. RPWP budget category or line item;
 - b. description of the cost;
 - c. quantity;
 - d. price;
 - e. total; and
 - f. all receipts, invoices, time sheets, or other documents to support the total amount requested for reimbursement.
5. The final bill for the fiscal year shall be submitted to SCDOT no later than August 30. Invoices received after this date will prevent SCDOT's ability to close out the project.
6. Noncompliance with the terms of Article VIII may result in cancellation of work authorization and/or suspension of payments after a 30-day notification by SCDOT to the COG's Policy Board.

VIII. REPORTING:

To permit program monitoring and reporting, the COGs shall prepare and submit quarterly performance and expenditure reports of progress to SCDOT no later than 30 days following the end of each quarter (September 30, December 31, and March 31). In addition, an annual performance and expenditure report will be submitted no later than 60 days (or August 30th) following the end of the state fiscal year (June 30th) that covers activities during the final quarter and summarizes the accomplishments for the year. The quarterly and annual reports should include an estimate for percentage of work completed by task for each reporting period. Quarterly updates will include project description, account code, statement of deliverables, and progress status, including percent complete.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

To the extent permitted by existing South Carolina law, the COG hereby assumes complete responsibility for any loss resulting from bodily injuries (including death), taking of property, or damages to property, arising out of performance of the work undertaken pursuant to this Agreement, or any act or failure to act on the COG's part, or on the part of any employee of the COG in performance of the work undertaken pursuant to this Agreement.

The COG shall require any consultants engaged in work on behalf of, or directed by, the COG to maintain insurance in sufficient amounts and types to provide coverage adequate to

indemnify and hold harmless the COG, SCDOT, and other agencies of government from claims and liability due to negligent acts or omissions of the consultant.

X. INSPECTION OF WORK AND RETENTION OF DOCUMENTS:

SCDOT and the U.S. Department of Transportation, and any authorized representative thereof, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the COG or a subcontractor, the COG shall provide, or require its subcontractor to provide, all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

The COG agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the time period covered and for four years from the date of the final payment under the RPWP. Such materials shall be made available during the specified period for inspection by SCDOT, the U.S. Department of Transportation, the Office of the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

The state auditor may conduct an audit of any entity receiving funds from SCDOT directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit in connection with those funds.

XI. WORK PERFORMANCE:

All work performed hereunder shall be carried out in a professional manner, and the tasks and/or products authorized in the RPWP shall be accurate and exhibit high standards of workmanship.

XII. DISPUTES:

- A. The COG shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of the work of this Agreement.
- B. In the event of a dispute between SCDOT and the COG concerning the work performed hereunder, the decision of SCDOT's Deputy Secretary for Planning shall be final and conclusive for the Parties hereto. Policy issues not settled with SCDOT will be elevated to the FHWA/FTA level for resolution.

XIII. NON-COLLUSION:

The COG shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for it, 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, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the COG breaches or violates this warranty, SCDOT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

XIV. THIRD PARTY PARTICIPANTS:

Any subcontract for services rendered by individuals or organizations not a part of the COG's organization shall not be executed without prior authorization and approval of the subcontract by SCDOT and the FHWA. If the work for the Third Party Participant is authorized in the current approved RPWP, and if the COG's procurement process for the negotiated contract has been reviewed and approved by SCDOT, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by SCDOT and the U.S. Department of Transportation. No subcontract will relieve the COG of its responsibility under this Agreement.

XV. TERMINATION:

SCDOT may terminate this Agreement at any time before the date of completion if the Governor withdraws his designation of the COG. SCDOT or the COG may seek termination of this Agreement if either Party fails to comply with the conditions of the Agreement. SCDOT or the COG shall give written notice to all Parties at least 90 days prior to the effective date of termination and specify the effective date of termination.

SCDOT may terminate this Agreement for reasons of its own, subject to agreement by the COG and the Policy Board.

If both Parties to this Agreement agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, the Parties shall agree upon the termination conditions.

Upon termination of this Agreement, whether for cause or at the convenience of the Parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the COG shall, at the option of SCDOT, be delivered to SCDOT.

SCDOT shall reimburse the COG for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to SCDOT. The COG shall not incur new obligations for the terminated portion after the effective date of termination.

XVI. FORCE MAJEURE:

Except with respect to defaults of subcontractors, the COG shall not be in default by reason of failure in performance of this Agreement in accordance with its terms (including any failure by the COG to progress in the performance of the work) if such failure arises out of causes beyond the control, and without the default or negligence, of the COG. Such causes may include but are not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control, and without the fault or negligence, of the COG.

XVII. REMEDIES:

Violation or breach of Agreement terms by the COG shall be grounds for termination of the Agreement. Any costs incurred by SCDOT arising from the termination of this Agreement shall be paid by the COG.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity shall be available to either party and shall be cumulative.

XVIII. GRATUITIES:

Employees of SCDOT or the COG shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with, SCDOT or the COG under this Agreement.

Any person doing business with, or who may do business with, SCDOT or the COG under this Agreement may not make any offer of benefits, gifts, or favors to SCDOT or the COG employees. Failure on the part of SCDOT or the COG to adhere to this policy may result in termination of this Agreement.

XIX. COMPLIANCE WITH LAWS:

The Parties to this Agreement shall comply with all federal and state laws, statutes, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the COG shall furnish SCDOT with satisfactory proof of its compliance therewith.

XX. DEBARMENT/SUSPENSION:

The COG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order No. 12549 (1986), Debarment and Suspension.

The COG shall require any party to a subcontract or purchase order awarded under this Agreement as specified in 2 C.F.R. § 200.214 (Suspension and debarment) to certify its eligibility to receive federal funds and, when requested by SCDOT, to furnish a copy of the certification.

XXI. EQUAL EMPLOYMENT OPPORTUNITY:

The Parties to this Agreement agree to comply with all applicable Equal Employment Opportunity laws.

XXII. NONDISCRIMINATION:

During the performance of this Agreement, the COG, their assigns and successors in interest, agree to the following:

- A. **Compliance with Regulations:** The COG shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, 49 C.F.R. Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination:** The COG, with regard to the work performed during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COG shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices when the Agreement covers a program set forth in Appendix B to Part 21 of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by the COG for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COG of the COG's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.
- D. **Information and Reports:** The COG shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SCDOT or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the COG is in the exclusive possession of another who fails or refuses to furnish this information, the COG shall so certify to SCDOT or the U.S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the COG's noncompliance with the nondiscrimination provisions of this Agreement, SCDOT shall impose such Agreement

sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the COG under the Agreement until the COG complies, and/or
 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions: The COG shall include the provisions of paragraphs A through F in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The COG shall take such action with respect to any sub-agreement or procurement as SCDOT may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in that event the COG may request the United States to enter into such litigation to protect the interests of the United States.

XXIII. NONDISCRIMINATION ON THE BASIS OF DISABILITY:

The COG agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The COG shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth at 49 C.F.R. Part 27, and any amendments thereto.

XXIV. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS:

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 C.F.R. § 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the Minority Business Enterprise requirements of 49 C.F.R. § 26, apply to this Agreement as follows:

1. The COG agrees to ensure that Minority Business Enterprises as defined in 49 C.F.R. §26.1 et.seq., have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, the COG shall take all necessary and reasonable steps in accordance with 49 C.F.R. § 26, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.
2. The COG and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with federal funds.

These requirements shall be included (i.e., written literally) in the language of any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of Agreement and, after the notification of SCDOT, may result in termination of the Agreement by SCDOT or other such remedy as SCDOT deems appropriate.

XXV. PROCUREMENT:

The COG shall maintain (the approved) written procurement procedures that meet or exceed the requirements of 2 C.F.R. § 200.318, "Uniform Administrative Requirements for Grants and Cooperative Agreement with State and Local Governments," as it may be revised or superseded. These procedures will be used for all acquisitions authorized in any RPWP. The COG will provide a signed Local Project Agreement annually with the RPWP acknowledging the required coordination between the COG, SCDOT, FHWA, and FTA for procuring consultant services and attached as Exhibit G.

The COG agrees to comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 C.F.R. § 661.

The COG agrees to comply with the cargo preference requirements set forth in 46 U.S.C. § 1241 and Maritime Administration regulations set forth in 46 C.F.R. § 381.

XXVI. ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY:

The COG agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order No. 11738 (1973), and Environmental Protection Agency regulations (40 C.F.R. § 1 et seq.). The COG further agrees to report violations to SCDOT.

The COG agrees to recognize standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975).

XXVII. PROPERTY MANAGEMENT:

The COG shall maintain written property management procedures that meet or exceed the requirements of 2 C.F.R. § 200.310 - 316, "Property Standards," as they may be revised or superseded. These procedures will be used for any property acquired in whole or in part with federal and state funds provided through this Agreement.

XXVIII. AUDIT:

The COG shall comply with the requirements of 2 C.F.R. § 200, Subpart F, "Audit Requirements" and shall promptly furnish SCDOT a copy of each audit report. The COG shall be responsible for any funds determined to be ineligible for federal reimbursement and shall reimburse SCDOT the amount of any such funds previously provided to it by SCDOT.

XXIX. CONTROL OF DRUG USE:

The COG shall comply with 49 C.F.R. Part 32, "Governmentwide Requirements for Drug-Free Workplace," and 2 C.F.R. Part 182, "Government-Wide Requirements for Drug-Free Workplace," and the South Carolina Drug-Free Workplace Act, S.C. Code Ann. § 44-107-30 (1990).

XXX. RESTRICTIONS ON LOBBYING:

The COG shall comply with 49 C.F.R. Part 20, "New Restrictions on Lobbying," and 2 C.F.R. § 200.450, "Lobbying," both of which generally prohibit recipients of federal funds from using those monies for lobbying purposes.

XXXI. AMENDMENTS:

Any changes to one or more of the terms and conditions of this Agreement shall not be valid unless made in writing and agreed to by the Parties hereto before the change is implemented.

XXXII. DISTRIBUTION OF PRODUCTS:

The COG will provide a number of copies to be specified by SCDOT of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the COG and the Policy Board and financed in whole or in part as provided herein. All reports published by the COG shall contain a prominent credit reference to SCDOT, the U.S. Department of Transportation, the FHWA, and the FTA:

Prepared in cooperation with the South Carolina Department of Transportation, the U.S. Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration.

Upon termination of this Agreement, all documents prepared by the COG or furnished to the COG and the Policy Board by SCDOT, shall be delivered to SCDOT. All such documents, photographs, calculations, programs, and other data prepared or used under this Agreement may be used by SCDOT without restriction or limitation of further use.

XXXIII. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This Agreement is to be interpreted under the laws of the State of South Carolina.

XXXIV. PRIOR AGREEMENTS:

This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

XXXV. COPYRIGHTS:

SCDOT and the U.S. Department of Transportation shall, with regard to any reports or other products under this Agreement, reserve a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

XXXVI. SIGNATORY WARRANTY:

The undersigned signatories hereby represent and warrant that they are officers and that they have full and complete authority to enter into this Agreement and to bind their principals hereto.

XXXVII. SUCCESSORS AND ASSIGNS:

The COG or SCDOT shall not assign or transfer its interest in this agreement without written consent of the other Party.

XXXVIII. BENEFIT AND RIGHT OF THIRD PARTIES:

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

XXXIX. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties.

XL. EXECUTION IN COUNTERPARTS:

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

[Signature blocks on next page]


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed, but the agreement shall not be valid until signed by a duly authorized representative of each party.

SIGNED, SEALED AND EXECUTED FOR THE COG



Witness

CATAWBA REGIONAL COUNCIL OF
GOVERNMENTS

By: 

(Signature)

Title: Executive Director

Unique Entity Identification No.:

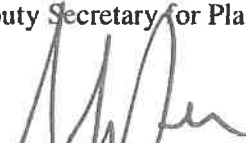
ZKMLG9ALQ2E4

SIGNED, SEALED AND EXECUTED FOR SCDOT

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

 By: _____
Deputy Secretary for Planning

By: 

Deputy Secretary for Intermodal and Freight

By: Karl M. McCarty

Deputy Secretary for Finance and Administration

EXHIBIT A

Certification for Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE

5/11/26

DATE

SCDOT SIGNATURE



COG SIGNATURE

EXHIBIT B**Minimum Requirements for Rural Planning Work Program (RPWP)**

COG will provide a draft RPWP to SCDOT by the end of March, preceding the first fiscal year of the plan, 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. General Public and Human Service Transit Plans must also be included in the RPWP. The following format lists the minimum required items to be included in the RPWP.

1. Resolution of Adoption
2. Purpose of the RPWP
3. Staffing
4. Region Map
5. Transportation Planning Framework
6. Summary of Major Programmed Activities
 - Task A - Program Administration & Support
 - ▶ General Administration
 - ▶ Professional Services
 - ▶ Public Participation
 - ▶ RPWP Development & Maintenance
 - Task B - Rural Short Range Transportation Planning
 - ▶ Technical Assistance
 - ▶ Reporting, Data Collection & Analysis
 - ▶ GIS Maintenance & Utilization
 - Task C - Rural Long Range Transportation Planning
 - ▶ Rural Long Range Plan
 - ▶ Human Service Coordination
 - ▶ Multimodal Freight and Transit Planning
 - ▶ Transit Service Assistance
 - ▶ Rural Travel Demand Model
 - Task D - Rural Transportation Improvement Program
 - ▶ Rural TIP Development & Maintenance
7. RPWP Budget by Task & Funding Sources

EXHIBIT C

Evaluating the Effectiveness of Public Involvement

Public participation evaluation is not a single event but a continual review and analysis of the public participation processes, strategies, and techniques. SCDOT is committed to constantly improving its process to achieve its goal of ensuring that anyone wishing to do so, have sufficient knowledge and participation opportunities in the transportation decision-making process.

To ensure the public involvement process remains current and effective, the following may be used as evaluation tools.

- Periodically request comments on the process from MPOs, COGs, consultation parties, and state and federal agencies.
- Periodically request comments on the process from local citizens through the use of brief online surveys.
- Internally assess the success of various tools and techniques used to acquire input. Assessments may address the level of input, the type of input received, and/or the role the input had in the process.

PROGRAM UPDATES	PUBLIC ENGAGEMENT	COMMENT PERIOD
Statewide Transportation Improvement Program (STIP)	Regional Stakeholders Engagement	21 days
Statewide Multi-modal Transportation Plan	Regional Stakeholders Engagement	21 days
Public Participation Plan	Online Services	45 days
AMENDMENTS		
Statewide Transportation Improvement Program (STIP)	Online Services	21 days
Statewide Transportation Improvement Program (STIP)	Online Services	7 days
Statewide Multi-modal Transportation Plan	Online Services	30 days
Public Participation Plan	Online Services	45 days

Table 1. Summary of SCDOT Standards for Public Involvement

If the Project is approved by the Secretary of Transportation as an emergency, a 7-day comment period will be provided to receive comments from the public.

EXHIBIT D**Minimum Requirements for Long Range Transportation Plan**

The following outlines the minimum required items to be included in the LRTP:

Introduction & Purpose**Overview of the Region**

- Description and Function of the Planning Organization
- Summary of the Transportation Network
- Goals & Objectives

Demographic & Land Use Trends

- Relationship of Land Use and Development of Transportation
- Population Trends
- Demographic Trends
- Transportation Implications

Regional Transportation System (Existing Conditions Analysis)

- Roadways
- Public Transportation
- Airports
- Land Use
- Travel Demand Management
- Bicycle and Pedestrian Facilities
- Freight Movement

Transportation System Performance & Recommendations (Future Conditions Analysis)

- Roadways
 - Safety
 - Operations & Maintenance
 - Capacity
- Public Transportation
- Airports
- Bicycle & Pedestrian Facilities
- Freight Movement
- Land Use & Future Growth
- Travel Demand Management

Public Involvement**Plan Adoption****References**

EXHIBIT E**South Carolina Department of Transportation
Office of Finance & Administration - STIP Process**

October 2023

Subject: Statewide Transportation Improvement Program Administration (STIP)**Purpose:**

The South Carolina Statewide Transportation Improvement Program (STIP) is the State's seven to ten year transportation improvement program for all programs and projects receiving federal and state funding, including bridges, safety, pavements, interstate maintenance and upgrades, primary and secondary road system upgrades, federal lands access projects, transportation alternatives, congestion mitigation and air quality, electric vehicle, carbon reduction, and transit-related activities. The STIP covers all federally and state funded improvements for which funding has been approved and expected to be undertaken during the upcoming seven to ten year period.

While the STIP is a living document amended bi-monthly via Commission approval and updated more frequently with Secretary of Transportation approval to reflect project budgeting and scheduling, it is updated every four years to reflect a new seven to ten year programming horizon. It shall be fiscally constrained to demonstrate a balance between anticipated revenues and planned expenditures. It also provides elected officials, stakeholders, and the public information about transportation priorities for the state and local communities.

The STIP is housed in a database software system (e-STIP) that is linked to the agency's project management system. This database driven system provides a framework to facilitate a coordinated process between the South Carolina Department of Transportation (SCDOT) and the Federal Highway Administration (FHWA)/Federal Transit Authority (FTA). FHWA/FTA have electronic access and live approval functionality.

Program Cycle:

FHWA provides SCDOT federal notices annually identifying federal program values. State revenue projections are also updated annually to reflect any changes to the Highway Fund, Infrastructure Maintenance Trust Fund, and Non Federal Aid Fund. The Engineering, Finance & Administration, and Planning offices coordinate to determine the impact of new or revised funding to the agency's Ten Year Consolidated Funding Plan. Any significant changes to the adopted consolidated funding plan require approval by the Secretary of Transportation and facilitate changes to the STIP. The consolidated funding plan will be consistent with the investment objectives outlined in the Strategic Transportation Asset Management Plan (STAMP).

Project Cycle:

The SCDOT, through cooperation and coordination with the Metropolitan Planning Organizations (MPOs) and the rural Councils of Government (COGs), maintains the STIP. To comply with federal 23 CFR guidelines, the MPO's Transportation Improvement Program (TIP) and the SCDOT STIP must be consistent.

1

The STIP is frequently revised to reflect changes throughout the project development process. MPO's initiate STIP changes for Regional Mobility Program and Transportation Alternatives Program by updating their TIP and submitting a transmittal to the SCDOT. STIP changes for all other programs will be initiated by SCDOT via a transmittal and submitted to the MPO for inclusion into their TIP. Projects within a COG, except projects funded by the Regional Mobility Program, do not require local approval in the TIP before Federal approval can be granted. SCDOT can proceed with the change as long as demonstration of financial constraint has been identified within the STIP and requested changes has been communicated to the COG. SCDOT's close coordination with the COG will ensure that the respective areas have made the requested changes into their TIPs. SCDOT will proceed with the requested STIP change upon submittal of the transmittal and pending TIP change for all COG projects. Changes to federal funding initiated by SCDOT or the MPO require Federal approval.

Fiscal Constraint:

Fiscally constrained or Fiscal constraint means that the metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year.

Fiscal Constraint will be calculated per year. The sum of the planned projects in the respective year will not exceed 130% of the projected revenues and will be reflected as Advance Construction (AC). SCDOT has internal controls that will ensure project authorizations do not exceed annual projected revenues. Annual reconciliations will be performed to identify projects that were planned but did not authorize and require movement to a future year.

STIP Revision Process:

Occasionally, revisions will need to be made to the STIP as elements of a project can change for a variety of reasons. The type of change determines what type of revision is necessary – an amendment, administrative amendment or administrative modification. For changes to the cost of projects (excluding lump sum items), a sliding scale, outlined in the table below, is used to determine which category of revision is required. All measurements for these cost changes are made from the last approved STIP or STIP amendment/administrative modification to account for incremental changes.

Amendments:

An Amendment is a revision to the STIP that requires Commission approval and involves major changes to a project or the overall program and must meet the requirements of 23 CFR 450.216 and 450.326 regarding public review and comment, re-demonstration of fiscal constraint, and transportation conformity. Amendments may be made to the STIP as a Commission Revision and require a 21-Day Public Comment along with federal approval by FHWA or FTA. An amendment is required when changes to the STIP include:

- Addition of a new federal funded project. Public comment will be for all phases of work required to complete the project; or
- Removal/deletion of a project. SCDOT has determined that the project will not be pursued and phases not started will be removed from the STIP/TIP; or
- A major cost increase as defined by the Cost Threshold Table; or

- A major change of project scope; examples include, but are not limited to, changing the number of through-lanes, changing termini, typical section, etc.; or
- Annual project prioritization list for each major program category proposed to be included in the STIP. (Interstate, Bridge, Safety, and Maintenance)
- Transit Annual Program Allocations List

Administrative Amendments:

An Administrative Amendment is an intermediary update to the STIP that will be approved by the SCDOT Secretary of Transportation and/or SCDOT Deputy Secretaries. Administrative Amendments may be made to the STIP at any time during the life of the STIP and may require federal approval by FHWA or FTA. Public comment has been completed unless an exception has been noted. An Administrative Amendment is required when changes to the STIP include:

- Addition of emergency projects for roadways or bridges to the STIP as approved by the SCDOT Secretary of Transportation. Public comment for these projects may be shortened to five days.
- Establishment of timelines and project costs for entry in the STIP for Ranked Project lists previously approved by the Commission.
- Project schedule shifts that move any phase of work into or out of the current STIP window
- Administrative cost increases as defined in the Cost Threshold Table
- Addition of a Lump Sum STIP Item
- Change in funding source
- Any changes to a non-exempt project within a Nonattainment area that requires a re-demonstration of conformity
- Change in funding source (example: change from Section 5307 to Section 5339) (Specific to FTA projects).

Administrative Modification (Corrections):

Administrative Modifications are minor updates that do not require the approval of the Commission or Secretary of Transportation and do not require additional public involvement, re-demonstration of fiscal constraint, or a conformity determination.

Administrative Modifications can be approved individually by SCDOT via the E-STIP; however, projects within an MPO require local approval in the TIP before SCDOT approval can be granted. A transmittal from the MPO ensuring that the local TIP has been updated is required.

Administrative Modifications are defined as follows:

- Changes or shifting of schedules by phase of work within the current STIP window.
- Combining or separating phases within a project that are part of an approved STIP.
- Moderate cost increase as defined by Cost Threshold Table.
- The removal of a project phase that is federally funded that has not been obligated
- Addition or removal of a project or phase that is 100% state or non-federal funded.
- Adding a funding source as long as the change does not result in a cost increase greater than the amendment threshold
- Changes (increase or decrease) in transit project program cost that is up to 25% above or below original project cost. (Specific to FTA projects)

Right-Sizing:

Right-Sizing is a modification that *does not* require Commission or Secretary of Transportation approval, additional public comment, demonstration of fiscal constraint, or changes to planned project obligations as defined by the Cost Threshold Table. These modifications will be captured and updated annually in the program carryover balance reflected in the Fiscal Management Information System (FMIS). MPO and COG Regional Mobility Program balances will be provided annually and incorporated into the TIP and STIP.

Cost Thresholds:

The following Cost Threshold Table defines thresholds for variations between STIP budget amounts and initial work phase authorization and/or periodic cost increases these requests determine when an Administrative Modification, Administrative Amendment, or Amendment is required. No STIP Action will be required for modifications to previous authorizations. These modifications will be captured and updated annually in the program carryover balance reflected in the Fiscal Management Information System (FMIS).

To utilize the table below, the user should identify the approved STIP value, by Work Phase, at the column on the far left. Then determine the increase between the approved STIP value and the authorization and/or a periodic cost increase request. The user should find the range for the value of the increase to determine the required action.

Approved STIP Value (by Work Phase)	Right Sizing (No STIP Action)	Administrative Modification (Correction)	Administrative Amendment to be Submitted for Secretary and Deputy Approvals	Amendment to be Submitted for Commission Approval
Up to \$10M	\$1 to \$3M	\$3M to \$5M	Above \$5M	N/A
>\$10M to \$50M	\$1M to \$10M	\$10M to \$15M	Above \$15M	N/A
>\$50M to \$75M	\$1M to \$15M	\$15M to \$25M	Above \$25M	N/A
>\$75M to \$250M	\$1M to \$25M	\$25M to \$50M	\$50M to \$100M	Above \$100M
>\$250M and above	\$1M to \$50M	\$50M to \$75M	\$75M to \$150M	Above \$150M
FTA Project Specific	N/A	Any Increase or Decrease of 25% or less	N/A	Any Increase or Decrease of 25% or greater

Examples:

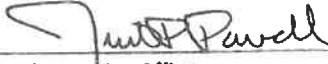
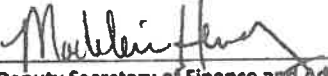
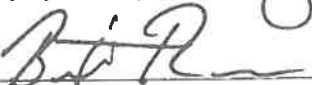

1. If the STIP entry for construction is \$8M and the engineer's estimate is \$11M this is an increase of \$3M and meets the definition of Right-Sizing.
2. If the STIP entry for construction is \$8M and the engineer's estimate is \$12M this is an increase of \$4M and is an Administrative Modification.
3. If the STIP entry for construction is \$80M and the engineer's estimate is \$131M this is an increase of \$51M and is an Administrative Amendment.
4. If the STIP entry for construction is \$600M and the engineer's estimate is \$800M this is an Amendment and requires Commission Approval.

Lump Sum STIP Items:

Projects that are not considered to be of appropriate scale for individual identification in a given program year may be grouped by function, work type, and/or geographic area using the applicable classifications under 23 CFR 771.117(c) and (d) and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the "exempt project" classifications contained in the EPA's transportation conformity regulations (40 CFR part 93, subpart A). In addition, projects proposed for

funding under title 23 U.S.C. Chapter 2 that are not regionally significant may be grouped in one line item or identified individually in the STIP. Individual projects associated with lump sum categories are not reflected in the STIP.

SCDOT has the following lump sum STIP items; Preventative Maintenance & Operations, Rural Road Safety, Roadway Departure Mitigation, Transportation Alternatives, Statewide Research & Planning, Metro Planning, Carbon Reduction, and Electric Vehicles. SCDOT will continue to explore future addition of lump sum STIP items that meet the CFR guidance and support our business needs.

Approved by:		<u>11/3/23</u>
	Chief Operating Officer	Date
Approved by:		<u>10/12/23</u>
	Deputy Secretary of Finance and Administration	Date
Approved by:		<u>11/1/23</u>
	Deputy Secretary of Intermodal Planning	Date
Approved by:		<u>10/13/23</u>
	Deputy Secretary of Engineering	Date

Narrative Description (Continued)

Transmittal Version Update: 6/19

ATTACHMENT G

LOCAL PROJECT AGREEMENT (LPA)
COORDINATION REQUIREMENTS FOR PROCUREMENT OF CONSULTING SERVICES

The following process is intended to comply with LPA requirements by ensuring eligibility of planning activities utilizing Federal-Aid funds. Planning activities by definition do not include findings required by National Environmental Policy Act (NEPA), the acquisition of real property, or the management/oversight of construction projects. Federal funds may include PL, SPR, STBG, CMAQ, Carbon Reduction, or any other Federal-Aid Program funds. In the event that the MPO, COG, or sub-recipient intends to procure consulting services utilizing federal funds to complete tasks outlined in the approved Unified Planning Work Program (UPWP) or Rural Planning Work Program (RPWP), the following steps must be adhered to in sequence in order to ensure federal participation in the project:

STEP 1

- Ensure that the project is included the UPWP or RPWP
- Submit a draft scope of work in sufficient detail to determine that all work elements are eligible under Title 23 USC
- Submit a draft advertisement that will be used in South Carolina Business Opportunities (SCBO)
- Submit an internal estimate of the project cost
- Receive a notice to proceed from SCDOT to advertise the request for proposal

STEP 2

- Invite the SCDOT and FHWA for an opportunity to serve as non-voting members of the selection committee
- Submit a recommendation to SCDOT for approval of the selected firm(s) with documentation of the evaluation process
- Submit a copy of the negotiation process
- Receive notice to proceed from SCDOT

STEP 3

- Submit a copy of the draft agreement
- Receive final notice from SCDOT to execute agreement and initiate project

I hereby acknowledge that all procurement activities will follow the above described steps. Any deviation for this process will jeopardize federal reimbursement for the project.

DATE

MPO/COG PLANNING AGENCY DIRECTOR

If applicable:

DATE

SUB-RECIPIENT