

**CHAPIN TOWN COUNCIL  
SPECIAL CALLED MEETING  
TOWN HALL  
August 12, 2021  
3:00 P.M.**

**AGENDA**

1. CALL TO ORDER AND DETERMINE QUORUM
2. STATEMENT OF FREEDOM OF INFORMATION ACT COMPLIANCE
3. REQUEST FOR ACTION: Authorizing the Mayor to sign SCDOT contract for the exit 91 road enhancement project under 2021 FY Budget: Local Hospitality Tax Expenditure
4. ADJOURN

\*\*\*\*PLEASE NOTE: COVID-19 protocols will be in place. Social distancing will be observed and those wishing to attend are encouraged to wear a face mask/covering.

# **CHAPIN TOWN COUNCIL MEETING**

## **PUBLIC COMMENT POLICY**

### **PROCEDURE:**

Persons wishing to make public comments concerning any municipal matter, with the exception of personnel and contractual matters, shall first sign in with the Municipal Clerk before the meeting and provide the following information:

1. Name, Address, and Contact Information;
2. Topic of Public Comment; and
3. Indicate whether a Chapin Resident, Chapin Water/Sewer Customer, or Reside in the Chapin Water/Sewer District.

Comments are limited to two minutes per person and no personal or verbal attacks will be entertained. The Council is interested in hearing your concerns, but speakers should not expect action or deliberation on subject matter brought up during any Public Comments on the agenda. Topics requiring further investigation may be referred to Town Staff and may be scheduled for a future agenda.

### **DEFINITIONS:**

**Chapin Resident:** Reside in Town limits.

**Chapin Water/Sewer Customer:** Customer of the designated Chapin Water/Sewer District - Including an owner or operator of a local business.

**Reside in Chapin Water/Sewer District:** Reside in the designated Chapin Water/Sewer District – Area of Lexington County north of Lake Murray.

### **APPEARANCE OF CITIZENS**

Town Code 2.212 – Any citizen of the Town shall be entitled to be placed on the agenda of any regular meeting to discuss any municipal matter, with the exception of personnel and contractual matters. Persons desiring to be placed on the agenda shall notify the Municipal Clerk not less than a week prior to the meeting. The request shall be in writing stating the reason therefor.

If Applicable  
CFDA No. 20.205  
Highway Planning & Construction

Project ID No P029208  
Cost Center: \_\_\_\_\_  
WBS No.: \_\_\_\_\_  
Fund: \_\_\_\_\_  
PIN: \_\_\_\_\_  
Functional Area: \_\_\_\_\_

Financial Participation Agreement  
Between the  
South Carolina Department of Transportation  
And  
The Town of Chapin

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the Town of Chapin (hereinafter referred to as “Town”) (collectively “the Parties”) for the below described Project:

WITNESSETH THAT:

WHEREAS, SCDOT currently has a construction project on I-26 from mile marker 85 to mile marker 101; and

WHEREAS, Town wants to construct improvements at Exit 91 – Columbia Avenue (S-48); and

WHEREAS, Town has asked SCDOT for assistance with the proposed improvements; and

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

WHEREAS, Town 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 Town’s obligations covered under this Agreement; and

WHEREAS, SCDOT is agreeable to provide the services necessary to administer the services covered by this Agreement;

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

**I. PROJECT DESCRIPTION**

The Project which is the subject of this Agreement consists of: the design and installation of traffic signal mast arms and foundations; and installation of conduit for landscaping and pedestrian lighting.

“Exhibit A,” attached hereto and specifically made a part of this Agreement, provides additional Project details and a map of the Project area.

The Project as described above shall be referred to hereinafter as “the PROJECT.”

**II. PROJECT SCOPE**

SCDOT will provide scope documents for landscaping and pedestrian lighting prepared by Town’s consultant to SCDOT’s Design Build Contractor (hereinafter referred to as “Contractor”). Contractor will design PROJECT based on these documents as well as design and construct traffic signal mast arms and foundations. SCDOT will provide Town an opportunity to review and concur with the design.

Contractor will incorporate the PROJECT into SCDOT’s construction project when the design has been approved.

**III. FUNDING**

- A. The Parties estimate the total cost for the PROJECT to be \$272,577.47. Of this amount, \$ 22,577.47 is estimated for the design of the PROJECT and \$250,000.00 is estimated for construction of the PROJECT.
- B. Town will be responsible for all signal costs associated with the installation of mast arms rather than steel strain poles, including mast arm and foundation designs, additional conduit, boring, and/or trenching.
- C. SCDOT will invoice Town for the design cost approximately 30 days after execution of this Agreement.
- D. SCDOT shall invoice Town for actual construction costs once SCDOT and Contractor agree to terms of change order. Construction of PROJECT will not commence until construction costs have been paid in full.
- E. Town shall remit the invoiced amounts to SCDOT within 30 days of receipt of invoices.
- F. If it becomes apparent that the cost of the PROJECT will exceed the funding available, SCDOT will provide Town notice prior to total expenditure of available funding and will provide an estimate of funds needed to complete the PROJECT. Town shall remit to SCDOT the additional funding within 30 days of receipt of the notice. No work will be completed beyond that covered by available funds.
- G. Town is responsible for the total PROJECT cost, including any overruns.
- H. In the event that the total cost of the PROJECT is less than originally estimated, SCDOT will refund any excess amount paid by Town 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.

I. INSERT FUNDING TABLE

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	Town of Chapin	\$ 272,577.47	0%	\$ -	0%	\$ -	100%	\$ 272,577.47	Town of Chapin
Total Project Cost		\$ 272,577.47		\$ -		\$ -		\$ 272,577.47	

IV. **SCDOT WILL:**

- A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- B. Add the PROJECT as a change order to the existing contract covering the PROJECT location.
- C. Plan PROJECT and all work to be performed pursuant to this Agreement.
- D. Prepare a detailed scope of work, budget, and schedule for the PROJECT.
- E. Perform all work necessary to design, construct, and inspect the PROJECT according to SCDOT policies and directives.
- F. Provide updates to Town, as needed, on the status of the PROJECT and funds.
- G. Be responsible for all contract administration; advertising and awarding of contracts; review and approval of payment of contracts; and any other related or necessary activities or functions.
- H. Perform all or any part of the work with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors at SCDOT’s sole discretion if SCDOT determines that such contracting out would be more efficient or cost effective or would result in more expeditious completion of the PROJECT.
- I. Be entitled to bill or draw payment at its normal and customary billing rates for services by its in-house personnel.
- J. Within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on SCDOT’s part, or the part of any employee or agent of SCDOT in performance of the work undertaken under this Agreement.

V. **TOWN WILL:**

- A. Provide funding for the PROJECT as specified in Section III of this Agreement.
- B. Assign an employee to serve as liaison and contact between the Parties hereto.
- C. Obtain and deliver to SCDOT any municipal consent required pursuant to South Carolina Code of Laws Section 57-5-820. 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 municipality's corporate limits.
- D. Within the limitations of the South Carolina Tort Claims Act, Town will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on Town's part, or the part of any employee or agent of Town in performance of the work undertaken under this Agreement.

**VI. MAINTENANCE RESPONSIBILITIES**

- A. SCDOT will accept maintenance responsibility only for standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices. For those items which will be maintained by SCDOT, SCDOT will accept maintenance responsibility after construction of the PROJECT is complete and the PROJECT is accepted by SCDOT.
- B. Town will be responsible for maintenance of any special or non-standard features incorporated into the PROJECT. Maintenance of any special or non-standard features will be addressed in a separate maintenance agreement between the Parties.
- C. Town 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 locations. 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. This memorandum is located at: <http://info2.scdot.org/ED/ED/ED-33.pdf>. Once the Mast Arms are designed, installed, operational, and released from the Contractor's responsibilities, SCDOT will maintain the traffic signal while Town will continue to maintain the mast arms in accordance with EDM 33. Town shall complete the mast arm information form found on page 3 of EDM 33 and submit this form to the District One SCDOT office.

**VII. GENERAL TERMS**

- A. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all 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.

- B. AMENDMENTS. Town, 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.
- C. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- D. TERMINATION. This Agreement may be terminated by Town upon written notice to SCDOT, provided that Town covers all costs incurred prior to termination and as the result of termination. SCDOT may terminate this Agreement if Town fails to pay according to the terms of the Agreement. In the event of such default, SCDOT will provide written notice of termination to Town, and Town shall be responsible for all costs incurred prior to termination and as the result of termination. Upon written notification of termination all work on the PROJECT shall cease. Town's obligation to make payments and reimbursements for costs incurred prior to termination or for claims and judgments relating to the PROJECT received after termination shall survive the termination hereof.
- E. DISPUTES. All claims or disputes shall be filed with the SCDOT Project Manager. The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the SCDOT Project Manager, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both Parties.
- F. NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:
1. As to SCDOT:  
South Carolina Department of Transportation  
955 Park Street  
Post Office Box 191  
Columbia, South Carolina 29202-0191  
Attn.: Deputy Secretary for Engineering
  2. As to Town:  
Town of Chapin  
157 NW Columbia Ave

P.O. Box 183  
Chapin, SC 29036  
Attn: Nicholle Burroughs

- G. WAIVERS. No waiver of any event of default by SCDOT or Town hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.
- H. SUCCESSORS AND ASSIGNS. SCDOT and Town each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.
- I. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and Town, 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.
- J. SAVINGS CLAUSE. Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.
- K. 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 all 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.
- L. AUTHORITY TO EXECUTE. By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.



M. ENTIRE AGREEMENT. This Agreement with any attachments 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]*

DRAFT

**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 CHAPIN

\_\_\_\_\_  
Witness

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

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

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Witness

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

RECOMMENDED BY:

\_\_\_\_\_  
Deputy Secretary for Engineering or Designee

REVIEWED BY:

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

**Exhibit A**

