

RESOLUTION NUMBER 993

**A RESOLUTION APPROVING THE ENTRY OF A
PURCHASE CONTRACT IN EXCESS OF \$100,000
(PROFESSIONAL SERVICES FOR SUMTER SIDEWALK CONNECTIVITY PROJECT - PHASE 1)**

WHEREAS, the City Council (the “Council”) of the City of Sumter, South Carolina (the “City”), has enacted an Ordinance entitled “An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina” (the “Purchasing Ordinance”);

WHEREAS, pursuant to the Purchasing Ordinance, the Council must approve by resolution any purchase contract subject to the Purchasing Ordinance that exceeds \$100,000.00; and

WHEREAS, the Council has been presented with a request to approve a purchase contract (the “Contract”) in excess of \$100,000.00;

NOW, THEREFORE, be it resolved as follows:

Section 1. The Council hereby approves the Contract for the supplies, services, equipment, or construction identified below:

SUBJECT:	Professional Services for the Sumter Sidewalk Connectivity Project - Phase 1
CONTRACTOR/VENDOR	South Carolina Department of Transportation
PRICE:	\$100,000.00 (Funding Source: Capital Projects Penny Sales Tax)

Note: The total cost for Phase 1 of the Sumter Sidewalk Connectivity Project is \$1,000,000.00. The United States Department of Transportation will fund \$800,000.00, the South Carolina Department of Transportation will fund \$100,000.00, and the City of Sumter will fund \$100,000.00 via the Capital Projects Penny Sales Tax).

METHOD:	Exempted Items (Purchasing Ordinance, Section II.J.2.L.); Supporting materials are attached.
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Section 2. The City Manager is hereby authorized to negotiate, execute, and deliver the Contract on behalf of the City in such form and with such additions, deletions, or modifications as he deems necessary or prudent.

ADOPTED THIS 15TH DAY OF JULY 2025, BY SUMTER CITY COUNCIL.

CITY OF SUMTER, SOUTH CAROLINA

David P. Merchant, Mayor

James B. Blassingame, Mayor Pro Tempore

Calvin K. Hastie, Sr., Councilman

Colin C. Davis, Councilman

Gifford M. Shaw, Councilman

Anthony Gibson, Councilman

Rebecca Lynn Kennedy, Councilwoman

ATTEST:

Linda D. Hammett, City Clerk



South Carolina
Department of Transportation

June 25, 2025

Mr. Deron L. McCormick
City Manager
City of Sumter
PO Box 1449
Sumter, South Carolina 29151-1449

Re: Executed Agreement – Sumter Sidewalk Connectivity Project
FPA-16-25
Project ID: P044383

Dear Mr. McCormick:

Enclosed is your copy of the fully executed Financial Participation Agreement, dated June 24, 2025, between the South Carolina Department of Transportation (SCDOT) and the City of Sumter for the above referenced Transportation Alternatives project.

The City will receive a request for payment from our Finance Office in the near future in the amount of \$100,000, as indicated on page three of the agreement. Please note that any overruns will be the responsibility of the City of Sumter. Mr. Ken Martin, your Program Manager, will be in contact with the City in the near future in regard to advancing the project. In the meantime, if you have any questions about the project, Mr. Martin can be reached at 803-737-1874.

SCDOT looks forward to working with you on this project. If you have any questions or concerns, please contact me at (803) 737-1952.

Sincerely,

Amy Blinson

Transportation Alternatives Program Manager

Enclosure

ec: Kyle Kelly, City of Sumter
Leah Quattlebaum, Deputy Secretary of Planning
Robert Dickinson, District One Engineering Administrator
Stacey Johnson, Pee Dee Regional Production Engineer



CFDA No. 20.205
Highway Planning & Construction

SCDOT Project ID No.: P044383

**Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
City of Sumter**

This Agreement executed on this 24th day of June, 2025, covers the financial responsibilities of the South Carolina Department of Transportation (hereinafter "SCDOT") and the City of Sumter (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; and

WHEREAS, PARTICIPANT has requested SCDOT's assistance in regard to the Project described below;

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. DESCRIPTION

The City of Sumter Sidewalk Connectivity Project consists of two phases. Phase I consists of the preliminary engineering, design, and right of way needed for the construction of an ADA-compliant sidewalks on Wise Drive, Dicks Street, E. Wesmark Blvd., Gion Street, and Rast Street. Phase II consists of the construction of the sidewalks, which will be addressed in a forthcoming supplemental agreement after the successful completion of Phase I.

The scope and termini of the Project are more fully defined in the Participant's Transportation Alternative Program Application from FY 2024/2025 Funding Round 1 as approved by the Secretary of Transportation on December 2, 2024.

"Exhibit A," attached hereto and specifically made a part of this Agreement, provides 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:

- A. SCDOT will design and construct the Project. SCDOT shall 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 the sole discretion of SCDOT if it determines that such contracting out would be more efficient or cost effective, or would result in more expeditious completion of the Project.

III. FUNDING

- A. PARTICIPANT estimates the total cost for Phase I of the PROJECT to be **\$1,000,000.00**. The total cost shall include all allowable and allocable costs for the PROJECT. 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 Phase I of the PROJECT IS **\$900,000.00** (hereinafter referred to as "SCDOT's Maximum Funding"). The PROJECT was approved by the Secretary of Transportation for use of Transportation Alternative Funds not to exceed **\$800,000.00** and **\$100,000.00** of the State Highway Funds as matching funds. If the total PROJECT cost decreases, SCDOT's funding percentage may be adjusted to provide up to 80% of eligible expenditures. Regardless of the percentage, the Federal funding will not exceed SCDOT's maximum funding amount.
- C. The required match for SCDOT's Maximum Funding is **\$100,000.00** and will be provided by City of Sumter.
- D. PARTICIPANT is responsible for 100% of the total cost of the PROJECT excluding SCDOT's maximum funding as identified in Paragraph B above.

E. Funding Summary:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	Federal TAP (CFDA# 20.205) Areas >50K<200k	\$ 500,000.00	80%	\$ 400,000.00	20%	\$ 100,000.00	-	\$ -	N/A
2	Federal TAP (CFDA# 20.205) Areas >50K<200k	\$ 500,000.00	80%	\$ 400,000.00	-	\$ -	20%	\$ 100,000.00	City of Sumter
Total Project Cost		\$ 1,000,000.00		\$ 800,000.00		\$ 100,000.00		\$ 100,000.00	

IV. INVOICING/PAYMENT SCHEDULE

- A. PARTICIPANT's share of funding for the PROJECT is estimated at \$100,000.00. SCDOT will invoice PARTICIPANT based on this Agreement approximately 30 days after execution of this Agreement.
- B. PARTICIPANT agrees to remit to SCDOT within 30 days of receipt of the invoice the amount specified in this Agreement. No work on the PROJECT shall begin until payment is received by SCDOT.

V. GENERAL TERMS

- A. PERIODIC REPORTS. SCDOT's Project Manager will periodically update PARTICIPANT on the status of the PROJECT and funds.
- B. COST UNDERRUNS. In the event that total cost of the PROJECT is less than originally estimated, SCDOT will refund any excess amount paid (as determined based on final share ratio) to SCDOT by PARTICIPANT 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 the remaining PROJECT funds. No additional work shall be added to the PROJECT even if there are cost underruns or PROJECT award underruns. Any underruns from Phase I shall be carried over to Phase II.
- C. MAINTENANCE RESPONSIBILITY. SCDOT accepts responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices. PARTICIPANT shall be responsible for the maintenance of any special features or non-standard SCDOT materials incorporated into the PROJECT. Within 30 days after execution of this Agreement, PARTICIPANT is responsible for securing an approved Encroachment Permit outlining any desired extraordinary maintenance effort on SCDOT rights-of-way that would include any special features or non-standard SCDOT materials, as determined by SCDOT, which will be incorporated into the PROJECT. A copy of the approved Encroachment Permit shall be submitted to SCDOT's Local Program Administration Office in Columbia. After the PROJECT is completed and prior to acceptance of the PROJECT into the state system, PARTICIPANT is responsible for obtaining a revised Encroachment Permit depicting the as-built conditions, if there have been any changes in the non-standard items.
- D. 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.
- E. 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.

- F. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- G. TERMINATION. This Agreement may be terminated by PARTICIPANT upon written notice provided that PARTICIPANT covers all costs incurred prior to termination and as the result of termination, including any required repayment of federal funds.

SCDOT may terminate this Agreement upon written notice if PARTICIPANT fails to have substantial work underway within six months of the execution date of this Agreement, or if PARTICIPANT is found to be in breach of the terms of this Agreement. Upon termination, PARTICIPANT shall be responsible for all costs incurred prior to termination and as a result of termination, including any required repayment of federal funds.

Upon written notification of termination, all work on the Project shall cease, unless otherwise directed.

- I. DISPUTES. All claims or disputes shall be filed with the SCDOT Project Manager and the Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the SCDOT 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 or construction by encroachment permit.

- V. 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.
- VI. 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.
- VII. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and PARTICIPANT, 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.
- VIII. 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.
- IX. 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. This Agreement or any counterpart may be executed on signature pages exchanged by facsimile or electronic mail, which signature pages should be deemed originals.
- X. 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.
- 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

CITY OF SUMTER


Witness

By: 
(Signature)

Title: CITY MANAGER

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION


Witness

By: 
Deputy Secretary for Finance & Administration
or Designee

RECOMMENDED BY:

KM By: 
JDB Deputy Secretary for Engineering or Designee

REVIEWED BY:

By: 
Transportation Alternative Program Manager

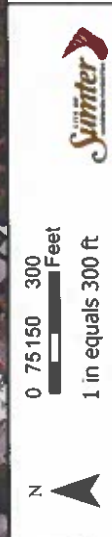
EXHIBIT A

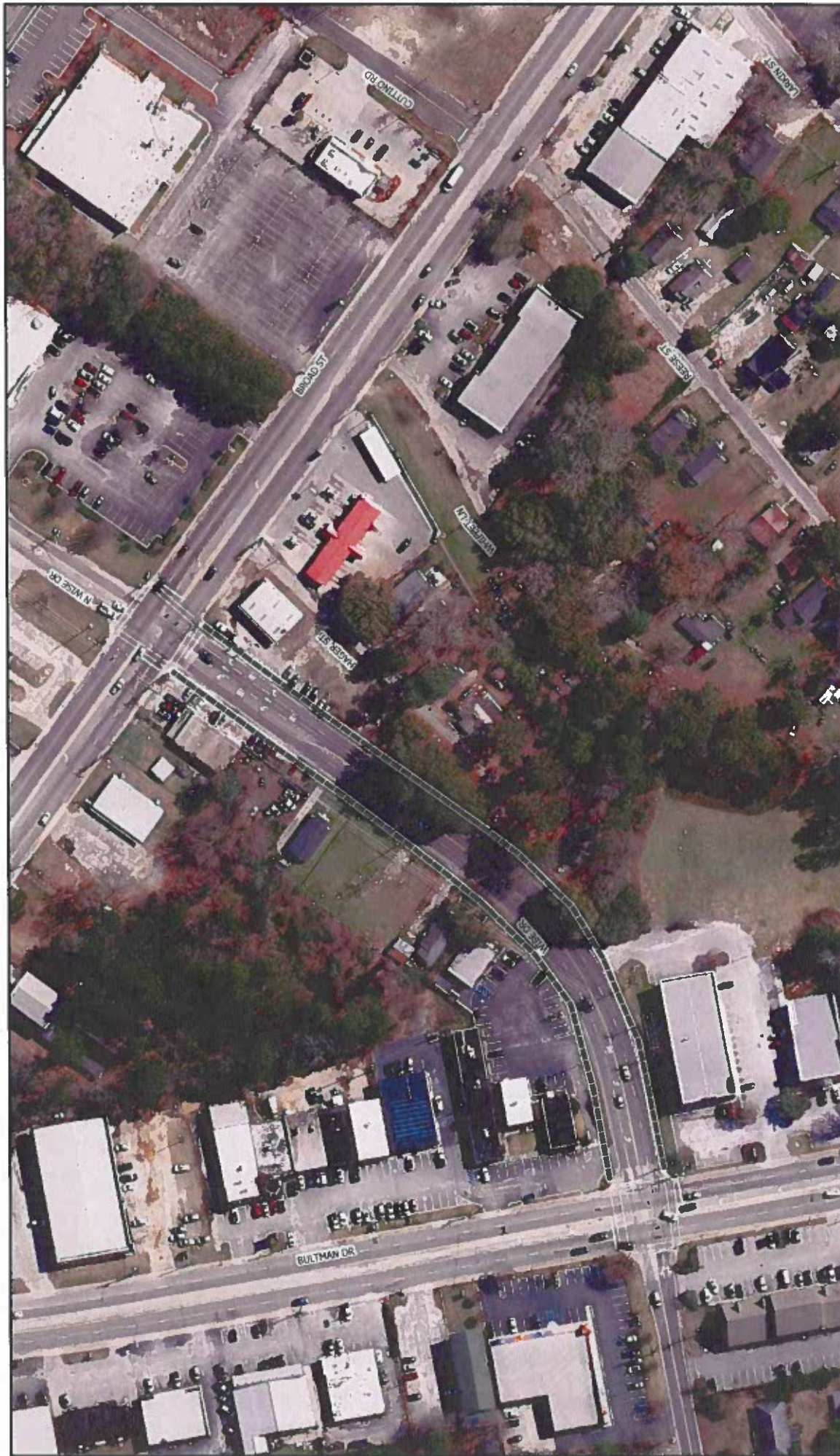
**PROJECT DETAILS
PROJECT AREA MAP**



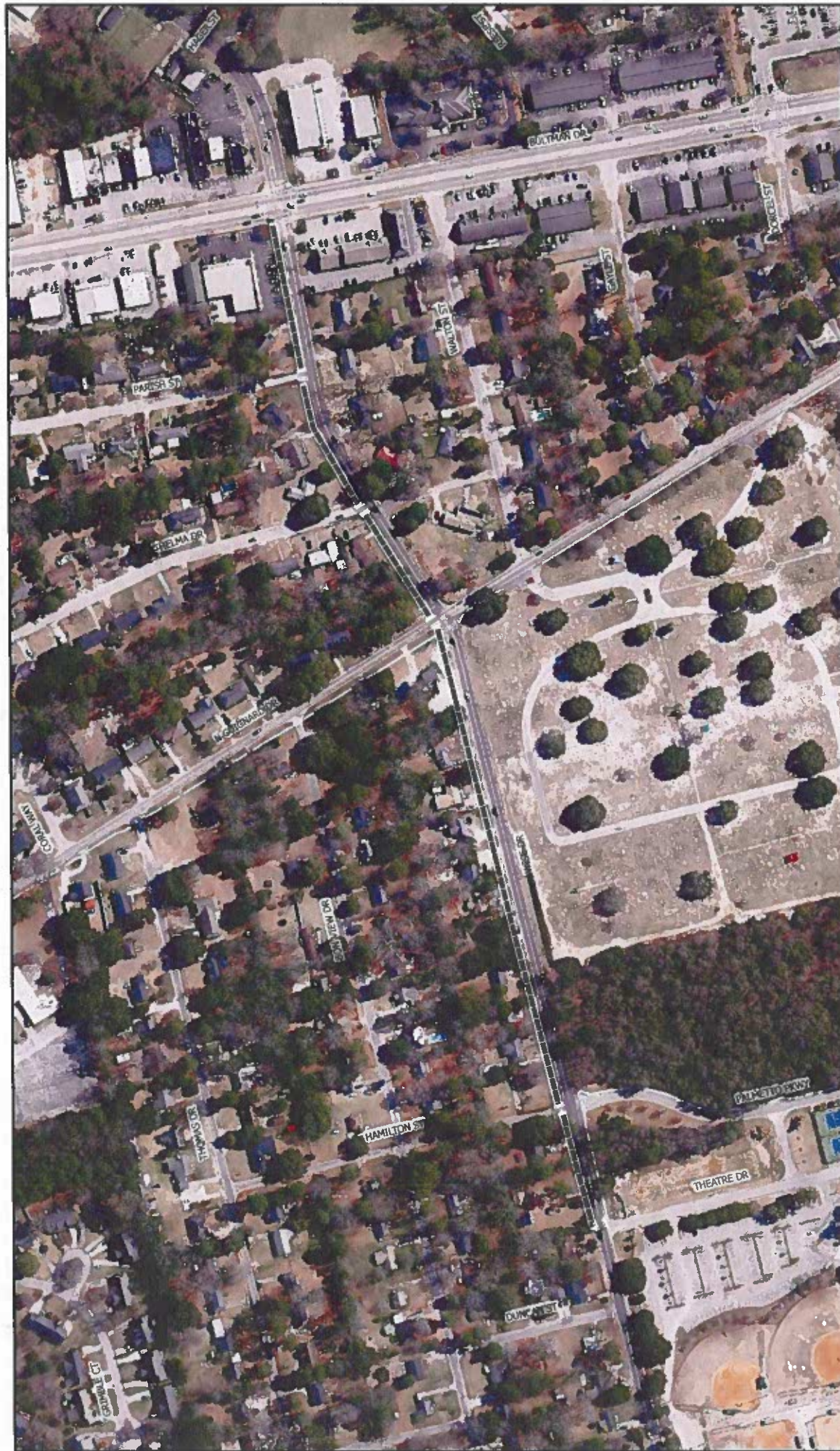
Transportation
Alternative
Project


N. Wise Dr., Gertrude Dr., Rast St.

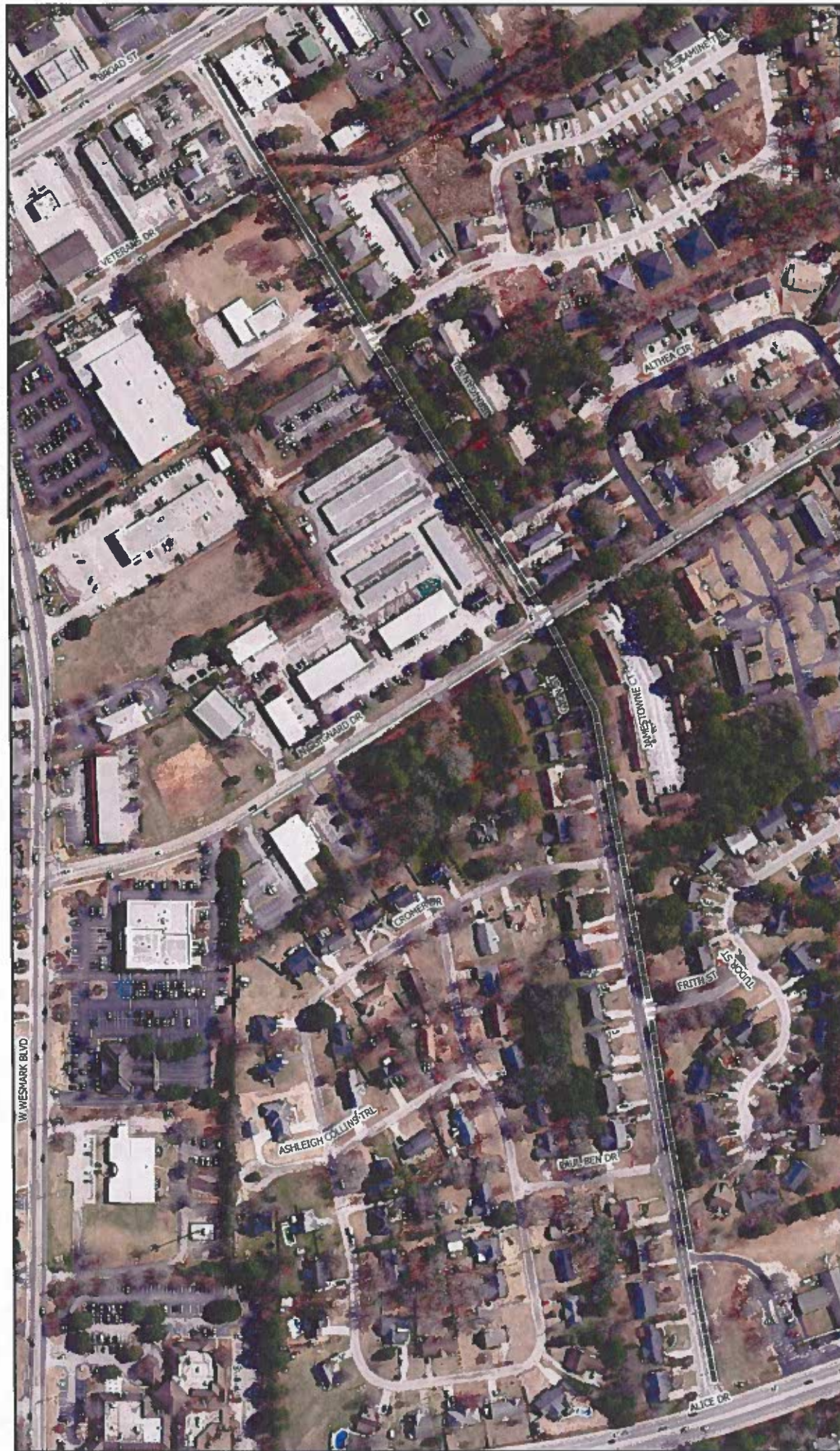




Sidewalk	Crosswalk	N	<p>0 25 50 100 Feet 1 in equals 100 ft</p>		<p>Wise Dr. From Broad St. to Bultman Dr.</p>	<p>Transportation Alternative Project</p>
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		  1 in equals 200 ft		Wise Dr. From Bultman Dr. to Theatre Dr.	Transportation Alternative Project
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Transportation
Alternative
Project

Gion St.



0 50 100 200 Feet
1 in equals 200 ft



Crosswalk



Sidewalk





<p>Transportation Alternative Project</p>	<p>E. Wesmark Blvd.</p>	<p>  </p> <p>  1 in equals 200 ft </p> <p>  </p>	<p>  Sidewalk </p> <p>  Crosswalk </p>
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Transportation
Alternative
Project

Rast St.

0 150300 600 Feet
1 in equals 600 ft

 N






Sidewalk


Crosswalk




Transportation
Alternative
Project

Dicks St.


N


0 12.525 50 Feet
1 in equals 50 ft




Sidewalk


Crosswalk