

CHALLENGE PARTNERSHIP AGREEMENT
between
THE DEPARTMENT OF THE ARMY
and
SORBA-CSRA
and
ANDY JORDAN'S BICYCLE WAREHOUSE
and
OUTSPOKIN' BICYCLES
and
CHAIN REACTION BICYCLES
and
MULHERIN LUMBER
and
COLUMBIA COUNTY COMMUNITY AND LEISURE SERVICES
and
IVEY RESIDENTIAL LLC.

THIS AGREEMENT, entered into this day of February 10, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Corps of Engineers, J. Strom Thurmond Dam & Lake at Clarks Hill, and SORBA-CSRA, Andy Jordan's Bicycle Warehouse, Outspokin' Bicycles, Chain Reaction Bicycles, Mulherin Lumber, Columbia County Community and Leisure Services, and Ivey Residential LLC. (hereinafter the Partners).

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at J. Strom Thurmond Project, which includes recreational opportunities for the public, and

WHEREAS, the installation of new trailhead amenities on the Bartram Trail near Petersburg Campground, including the construction of an expanded parking lot, group shelter, changing room, wash station, bike repair station and other amenities – including power & water – will increase the recreational opportunities for the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing these trailhead improvements, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work Cooperatively to make these trailhead improvements available to the public, and

WHEREAS, the Partners, in order to assist the Government, in this project have voluntarily agreed to pay a portion of the cost, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partners and apply those contributions to the Project, and

WHEREAS, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this Agreement;

NOW THEREFORE, the Government and the Partners agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean improvements at the Petersburg Trailhead on the Bartram Trail, including a 20' x 20' group shelter, additional parking for users, potable water service, a bicycle repair station, a changing room, a wash station, a donation box, security lighting, and an integrated system of trail and vehicle counters. Benches, warning signs for road crossings, and updated kiosks will be installed along trail and trailheads. This project will take place as generally specified in the Handshake Application, and in conjunction with the SORBA-CSRA's Cooperative Agreement approved by the District Commander on September 26, 2014.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project.

c. This Agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this Agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using funds provided by the Partners, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide:

- Personnel labor to coordinate project's planning and execution with partners and O&M contractor. Personnel labor to track Corps of Engineers' labor hours, materials cost, and contractor costs associated with project.
- Materials, equipment, and O&M contractor labor for construction of a 20'X20' picnic shelter with concrete pad at Petersburg Trailhead. Shelter will contain electrical service/light, potable water, picnic tables, grill, and fire ring. Mulherin Lumber will provide (free or at cost) lumber for shelter construction.
- Materials, equipment, and O&M contractor labor for expansion of the existing parking lot at Petersburg Trailhead.
- Materials, equipment, and O&M contractor labor for installation of potable water spigot and security light at Petersburg Trailhead parking lot.
- Limited tree removal under a timber salvage contract and/or O&M contractor for shelter and parking lot construction at Petersburg Trailhead. Personnel labor to coordinate required threatened and endangered species and cultural clearances for timber availability and site construction.
- Donation vault for installation at Petersburg Trailhead for use by SORBA-CSRA.
- Vehicle/OMV/Mountain Bike and Infra-red Trail Counters and associated containers for installation at Petersburg and West Dam Trailheads. Installation in coordination with SORBA-CSRA.
- Relocate existing kiosk/bulletin board at Petersburg Trailhead and construct/install second kiosk as needed. Install map containers on each kiosk at the three Corps-operated trailheads.
- Purchase plaque recognizing partners and install at shelter.
- Coordinate with SORBA-CSRA and Boy Scouts to accomplish one or more projects in conjunction with an Eagle Scout Project as applicable.

c. The Partners shall provide:

- SORBA-CSRA:
 - o Volunteer labor to coordinate project's planning and execution with Corps of Engineers and other partners. Volunteer labor to track all partners' volunteer labor hours and donations associated with project.

- Volunteer labor to install bicycle repair station and associated concrete pad at Petersburg Trailhead.
 - Volunteer labor to construct & install changing room and associated concrete pad at Petersburg Trailhead. SORBA-CSRA will purchase concrete.
 - Volunteer labor to construct wash station at Petersburg Trailhead and coordinate with Corps of Engineers for installation of water spigot.
 - Volunteer labor to install donation vault and associated concrete at Petersburg Trailhead. SORBA-CSRA will purchase concrete.
 - Volunteer labor to construct & install three trail benches at each of three, Corps of Engineers-approved scenic locations along the Bartram Trail. SORBA-CSRA and Outspokin' Bicycles will purchase required materials not already donated by Mulherin Lumber.
 - Volunteer labor to install two sets of trail counters at Petersburg and West Dam Trailheads. Volunteer effort to track data from trail counters and share data monthly with Corps of Engineers.
 - Purchase materials and provide volunteer labor to install six new road crossing warning signs on Bartram Trail to notify trail users they are approaching active roadway. Signs will be similar in color, shape, and font to existing signs/posts on Bartram Trail.
 - Coordinate with Boy Scouts to accomplish one or more projects in conjunction with an Eagle Scout Project as applicable.
- Andy Jordan's Bicycle Warehouse: purchase a bicycle repair station and donate funds to purchase concrete for associated pad.
 - Outspokin' Bicycles: In conjunction with SORBA-CSRA, purchase required materials not already donated by Mulherin Lumber for construction & installation of one trail bench. SORBA-CSRA will purchase materials for construction and installation of two trail benches.
 - Chain Reaction Bicycles: purchase required materials not already donated by Mulherin Lumber for construction and installation of wash station.
 - Mulherin Lumber:
 - Provide (free or at cost) lumber for shelter construction per furnished materials list
 - Provide (free or at cost) lumber for changing room construction per furnished materials list.
 - Provide (free or at cost) lumber for wash station per furnished materials list.
 - Provide (free or at cost) lumber for three trail benches per furnished materials list.
 - Columbia County Community and Leisure Services: construct and install one kiosk and one picnic table at the Wildwood Park trailhead. Design and

construction of kiosk and picnic table will be consistent with existing kiosks and picnic tables on Bartram Trail.

- Ivey Residential LLC: provide in-kind services for picnic shelter drawings and materials list.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this Agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partners' total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. At least quarterly, the Government shall provide the Partners with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partners' contribution required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$77,500.00, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$30,500.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. The Partners shall provide the contribution required under Article II.b. of this Agreement in accordance with the following provisions: Partner contributions are the sum value of in-kind work, and money will not be required in advance of any construction completed by the Corps' O&M contractor. In the event the Government determines that the Partners must provide additional funds to meet its obligation, the Government shall notify the Partners of the additional funds required.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partners with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third

party acceptable to both parties. The parties shall each pay an equal percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partners agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partners each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, no parties shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights such other parties may have to seek relief or redress against such contractor either pursuant to any cause of action that such other parties may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

The Partners shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partners fail to fulfill their obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project

is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partners elect to terminate this Agreement.

c. In the event that any parties elect to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partners: Dave Kozlowski
SORBA-CSRA
4580 Bedford Ct.
Evans, GA 30809

Drew Jordan
Andy Jordan's Bicycle Warehouse
527 13th Street
Augusta, GA 30901

Brett Ardrey
Outspokin' Bicycles
1904 Walton Way
Augusta, GA 30904

Phil Cohen
Chain Reaction Bicycles
4407 Evans-to-Locks Rd
Evans, GA 30809

Mike Grady
Mulherin Lumber
705 Industrial Park Rd.
Evans, GA 30809

Barry Smith
Columbia County Community and Leisure Services
630 Ronald Reagan Dr.
Evans, GA 30809

Matt Ivey
Ivey Residential LLC.
7013 Evans Town Center Blvd
Evans, GA 30809

If to the Government: Operations Project Manager
J. Strom Thurmond Lake
510 Clarks Hill Hwy.
Clarks Hill, SC 29821

b. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, U.S. Army Corps of Engineers, Savannah District, J. Strom Thurmond Dam & Lake at Clarks Hill.

The Department of the Army

BY: *Peg O'Bryan*
Peg O'Bryan
Chief of Operations, Savannah
U.S. Army Corps of Engineers
Date: 10 Feb 2015

Andy Jordan's Bicycle Warehouse

BY: *Drew Jordan*
Drew Jordan
Andy Jordan's Bicycle Warehouse
Date: 2/9/15

SORBA-CSRA

BY: *Dave Kozlowski*
Dave Kozlowski
Southern Off-Road Bicycle Association
of the Central Savannah River Area
Date: 02/09/15

Outspokin' Bicycles

BY: *Brett Ardrey*
Brett Ardrey
Outspokin' Bicycles
Date: 2/09/2015

Chain Reaction Bicycles

BY: *Phil Cohen / Eileen Cohen*
Phil Cohen / Eileen Cohen
Chain Reaction Bicycles
Date: _____

Mulherin Lumber

By: *Mike Grady*
Mike Grady
Mulherin Lumber
Date: 2/6/15

Columbia County Community and Leisure Services

By: *Barry Smith*
Barry Smith
Columbia County Community and
Leisure Services
Date: 2/6/15

Ivey Residential LLC

BY: *Matt Ivey*
Matt Ivey
Ivey Residential LLC
Date: 2/6/15

Challenge Partnership Financial Work Sheet

Corps Project Name: J. Strom Thurmond Dam & Lake At Clarks Hill

Work Project Title: Petersburg Trailhead, Bartram Trail

POC Name: Christina Alford

Address: 510 Clarks Hill Hwy City: Clarks Hill State: SC Zip Code: 29821

Telephone: 864 - 333 - 1121 x

Location on Project: Appling, Georgia

Partner Organization 1: Southern Off-Road Bicycle Association of the Central Savannah River Area (SORBA-CSRA)

POC Name: Dave Kozlowski

Address: 4580 Bedford Court City: Evans State: GA Zip Code: 30809

Telephone: 706 - 513 - 5523 x

Partner Organization 2: Andy Jordan's Bicycle Warehouse

POC Name: Drew Jordan

Address: 527 13th Street City: Augusta State: GA Zip Code: 30901

Telephone: 706 - 724 - 6777 x

Partner Organization 3: Outspokin' Bicycles

POC Name: Brett Ardrey

Address: 1904 Walton Way City: Augusta State: GA Zip Code: 30904

Telephone: 706 - 736 - 2486 x

Partner Organization 4: Chain Reaction Bicycles

POC Name: Phil Cohen

Address: 4407 Evans-to-Locks Rd City: Evans State: GA Zip Code: 30809

Telephone: 706 - 855 - 2024 x

Partner Organization 5: Mulherin Lumber

POC Name: Mike Grady

Address: 705 Industrial Park Rd City: Evans State: GA Zip Code: 30809

Telephone: 706 - 855 - 6070 x

Partner Organization 6: Columbia County Community and Leisure Services

POC Name: Barry Smith

Address: 630 Ronald Reagan Dr. City: Evans State: GA Zip Code: 30809

Telephone: 706 - 868 - 9363 x

Partner Organization 7: Ivey Residential LLC

POC Name: Matt Ivey

Address: 7013 Evans Town Center Blvd City: Evans
Telephone: 706 - 868 - 9363 x

State: GA Zip Code: 30809

Proposed start date of work: February, 2015

Simple description of work to be accomplished through the partnership: The Bartram Trail System is a 27-mile multi-use trail located along the shores of J. Strom Thurmond Lake and was recognized in 2012 as a National Recreation Trail and centerpiece of an International Mountain Bicycling Association (IMBA) bronze-level Ride Center in the Central Savannah River Association (CSRA). Petersburg trailhead is the most popular of four trailheads located along the Bartram Trail System, but the trailhead is too small to safely host events and the only available amenities are pit toilets and an informational kiosk. Through this Agreement, the U.S. Army Corps of Engineers, Southern Off-Road Bicycle Association (SORBA)-CSRA, and six additional named partners propose an expansion of the Petersburg Trailhead and installation of much needed amenities and signage that will increase both user satisfaction and safety when recreating on the Bartram Trail. The opportunity for Handshake "seed money" was leveraged to forge seven partnerships (6 are new) and obtain generous commitments to improve the Petersburg Trailhead. Together with resources donated by our partners, Handshake funding will be used at Petersburg for additional parking, a group shelter, potable water service, bicycle repair station, changing room, wash station, a donation box, security lighting, and an integrated system of trail and vehicle counters. On the Bartram Trail, benches will be placed at several scenic locations, new warning signs will be installed near road crossings, and interpretive kiosks updated. Together, these additions to the Bartram Trail System and Petersburg Trailhead are designed to provide a better experience for all trail users, offer additional educational opportunities for trail users and students, and accommodate increasing usage of the Petersburg Trailhead, while mitigating user impact on the trailhead and natural environment.

