

**RESOLUTION NO.: R-2000-070**

*Authorizing City Manager to execute a Participation Agreement  
with the South Carolina Department of Transportation,  
City of West Columbia and The River Alliance*

BE IT RESOLVED that the City Manager is authorized to execute a Participation Agreement with the South Carolina Department of Transportation, City of West Columbia and The River Alliance for use of TEA-21 funding for construction of the I-26 Saluda Crossing to provide access between West Columbia's Riverwalk and Columbia's Saluda Riverwalk in the Three Rivers Greenway project.

Approved this 6th day of December, 2000.

Requested by:

\_\_\_\_\_



Mayor

Approved by:



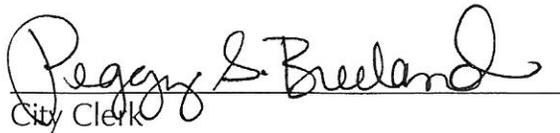
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/6/2000

Final Reading: 12/6/2000

# THE RIVER ALLIANCE

What 90 miles of river can be.

October 3, 2000

Mr. Michael A. Bierman  
City Manager  
City of Columbia  
P. O. Box 147  
Columbia, South Carolina 29217

Put on Nov. 29  
Agenda

RE: Using TEA-21 Funding for the I-26 Saluda Crossing

Dear Mike;

In 1996, The River Alliance secured a total of \$3,750,000 of TEA-21 demonstration funds for the Three Rivers Greenway (less 10% = the 90% obligation ceiling). The total available federal funding for the Greenway, therefore, is \$3,375,000, with a 20% local match. Congressman Spence was instrumental in the allocation process and this TEA-21 money is primarily dedicated for the "West Bank."

In the February 23<sup>rd</sup> briefing to Council, the Alliance recommended a \$15.45 million capital program for the City's components of the 3RG. This included the I-26 Saluda River Crossing, at \$1.1 million, and an unfinanced requirement for emergency call boxes for the 3RG, estimated at \$220,000.

The I-26 Saluda River Crossing will be on the I-26 flyover bridge. This component lies entirely within the SCDOT right-of-way and will link West Columbia's Riverwalk to Columbia's Saluda Riverwalk portion of the 3RG.

In May 2000, The River Alliance Executive Committee authorized utilizing TEA-21 funding in the amount of \$880,000 (the 80% federal match of the \$1,100,000 million bridge cost) for the I-26 Saluda River Crossing. The City of Columbia would then provide the local match of \$220,000 (20%). Therefore, the I-26 Saluda River Crossing providing the Columbia-West Columbia link costs the City of Columbia \$220,000 local money and costs the City of West Columbia \$880,000. (Recall that this bridge crossing lies mostly within the City of Columbia 3RG boundary, thus saving Columbia \$880,000 in bridge costs.)

After funding this bridge crossing with TEA-21/local match money, an allocation of \$2,495,000 will remain, available by year, with a continued priority commitment to the "West Bank."



EA#: \_\_\_\_\_  
CBI: X  
Activity Code: 8032  
Object Detail: 2203  
Organizational Unit: 063.06  
PIN: \_\_\_\_\_

AGREEMENT BETWEEN  
SOUTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
AND  
THE RIVER ALLIANCE  
AND  
THE CITY OF COLUMBIA  
AND  
THE CITY OF WEST COLUMBIA

THIS FOUR PARTY AGREEMENT, is made this 11<sup>th</sup> day of December, 2000, by and between The River Alliance, hereinafter referred to as ALLIANCE, and the City of Columbia, hereinafter referred to as COLUMBIA, and the City of West Columbia, hereinafter referred to as WEST COLUMBIA, and the South Carolina Department of Transportation, hereinafter referred to as DEPARTMENT.

WITNESSETH THAT:

WHEREAS, the ALLIANCE, COLUMBIA and WEST COLUMBIA desires assistance from the DEPARTMENT in constructing portions of the Three Rivers Greenway in the City of Columbia in Richland County and the City of West Columbia in Lexington County; and

WHEREAS, the DEPARTMENT 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, COLUMBIA 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 the COLUMBIA functions covered under this Agreement; and

WHEREAS, WEST COLUMBIA 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 the WEST COLUMBIA' functions covered under this Agreement; and

WHEREAS, the ALLIANCE has the legal power and authority to contract for the services to be provided by the ALLIANCE; and

WHEREAS, the ALLIANCE, COLUMBIA, WEST COLUMBIA and DEPARTMENT have agreed to work together on this phase of the hereinafter described project.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the DEPARTMENT, ALLIANCE, COLUMBIA and WEST COLUMBIA do hereby agree as follows:

I. PROJECT DESCRIPTION:

The project which is the subject of this Agreement consists of the design and construction to DEPARTMENT standards of the Three Rivers Greenway I-26 Saluda River Crossing. EXHIBIT A (attached hereto and specifically made a part of this Agreement) represents a map depicting the project area and additional project information.

The term PROJECT is intended to refer to the above described project.

II. SCHEDULE:

The effective date of this Agreement is the date of execution by the parties hereto. ALLIANCE, COLUMBIA and WEST COLUMBIA shall begin work upon receipt of the DEPARTMENT's written notice to proceed.

The ALLIANCE, COLUMBIA and WEST COLUMBIA anticipate to complete the PROJECT within eighteen (18) months of the DEPARTMENT's written notice to proceed.

The ALLIANCE, COLUMBIA and WEST COLUMBIA agree to prosecute the PROJECT work continuously and diligently from the date of DEPARTMENT notice to proceed. Should ALLIANCE, COLUMBIA and WEST COLUMBIA be unable to complete the PROJECT within the above anticipated period, the ALLIANCE, COLUMBIA and WEST COLUMBIA shall notify the DEPARTMENT as to the reason for the delay and the revised

anticipated completion date. Substantial failure to meet the anticipated schedule may result in termination of this Agreement as stated under Section VII GENERAL, letter "i" to this Agreement.

III. THE DEPARTMENT WILL:

a. Provide the DEPARTMENT's maximum cost for the PROJECT as more specifically set out below under Section VIII "FUNDING" of this Agreement.

b. Accept responsibility for normal DEPARTMENT maintenance of improvements and enhancements on DEPARTMENT right of way in accordance with DEPARTMENT policies and procedures after construction of the PROJECT is completed and accepted by DEPARTMENT.

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

IV. COLUMBIA WILL:

a. Provide COLUMBIA's share of the costs for the PROJECT as more specifically set out below under Section VIII "FUNDING" of this Agreement.

b. Give legal notice of any conduct any public hearings considered by DEPARTMENT to be necessary.

c. Perform all traffic control necessary for the PROJECT.

d. Include specifically in COLUMBIA's independent annual Audit Report the services covered under this Agreement and submit a copy of the Audit Report to DEPARTMENT's Director of Contract Audit Services, SCDOT, P.O. Box 191, Columbia, SC 29202.

e. Retain all records dealing with the PROJECT for three (3) years after final payment or until audit findings have been resolved, whichever is longer, and such records will be made available to DEPARTMENT or representative of DEPARTMENT upon request.

f. Perform all services required for the PROJECT in accordance with DEPARTMENT standards.

g. In those cases where PROJECT work and other services can be more efficiently and cost effectively performed by a consultant or contractor, COLUMBIA agrees to secure the services of consultants and contractors through competitive negotiation using the State Procurement Regulations as a minimum guideline.

h. Include as an attachment to COLUMBIA's final invoice to DEPARTMENT a certification that all required services have been completed in accordance with the terms of this Agreement.

i. Accept responsibility for maintenance of improvements and enhancements on COLUMBIA's and DEPARTMENT's right of way, excluding the maintenance responsibilities assigned to the DEPARTMENT under Section III THE DEPARTMENT WILL: letter "b", and Section V WEST COLUMBIA WILL, letter "f" to this Agreement after the PROJECT is completed and approved.

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

V. WEST COLUMBIA WILL:

a. Give legal notice of any conduct any public hearings considered by DEPARTMENT to be necessary.

b. Grant to the DEPARTMENT and COLUMBIA a right of entry on right of way currently in the possession of WEST COLUMBIA for PROJECT services.

c. Include specifically in COLUMBIA's independent annual Audit Report the services covered under this Agreement and submit a copy of the Audit Report to DEPARTMENT's Director of Contract Audit Services, SCDOT, P.O. Box 191, Columbia, SC 29202.

d. Retain all records dealing with the PROJECT for three (3) years after final payment or until audit findings have been resolved, whichever is longer, and such records will be made available to DEPARTMENT or representative of DEPARTMENT upon request.

e. Perform all services required for the PROJECT in accordance with DEPARTMENT standards.

f. Accept responsibility for maintenance of improvements and enhancements on WEST COLUMBIA's and DEPARTMENT's right of way, excluding the maintenance responsibilities assigned to the DEPARTMENT under Section III THE DEPARTMENT WILL: letter "b", and Section IV COLUMBIA WILL, letter "i" to this Agreement after the PROJECT is completed and approved.

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

VI. ALLIANCE WILL:

a. Be responsible for the preparation of plans necessary for the PROJECT. A reproducible set of any plans prepared for the PROJECT will be provided to the DEPARTMENT, COLUMBIA and WEST COLUMBIA as soon as they are available and must be approved by DEPARTMENT, COLUMBIA and WEST COLUMBIA before beginning PROJECT construction.

b. Arrange with DEPARTMENT, COLUMBIA and WEST COLUMBIA for, and conduct, an on location field review of proposed plans.

c. Perform all surveys and sub-surface foundation investigation necessary for the PROJECT.

d. Perform and submit all necessary permits, both Federal and State, as may be necessary to construct the PROJECT.

e. Secure any and all permits and environmental approvals that may be necessary or required for construction of this PROJECT, and to comply with the Environmental Policy Act of 1969 as well as other federal legislation pertaining to environmental requirements that may be necessary to construct this PROJECT. These environmental laws have been implemented through Federal Highway Administration Guidelines such as contained in 23 CFR 771 and Technical Advisory T-6640.8A. No right of way or construction activities are to be performed until the necessary permits have been obtained and all environmental approvals are received, or until it is determined that no permits or environmental approvals are necessary to construct the PROJECT. The services provided for under this letter "e" are to be certified in writing by ALIANCE to DEPARTMENT when complete.

f. Be responsible for the checking of all shop plans necessary for the PROJECT.

g. Be responsible for all construction services necessary for the PROJECT.

h. Perform all necessary testing of materials for the PROJECT.

i. Perform all construction supervision and inspection for the PROJECT.

j. Arrange, in conjunction with and with the prior written approval of COLUMBIA and WEST COLUMBIA, with applicable utility companies to make any necessary changes in their facilities when such would be affected by the construction of the PROJECT or interfere therewith.

k. Perform all services required for the PROJECT in accordance with DEPARTMENT standards.

l. Secure from DEPARTMENT, in conjunction with COLUMBIA and WEST COLUMBIA, an encroachment permit prior to beginning any PROJECT work on DEPARTMENT right of way.

m. Arrange for and conduct a final inspection of the completed PROJECT with DEPARTMENT, COLUMBIA and WEST COLUMBIA to determine whether all work has been performed in accordance with contractual requirements.

n. Provide to DEPARTMENT, COLUMBIA and WEST COLUMBIA a quarterly status report for the PROJECT. EXHIBIT B, attached hereto and specifically made a part of this Agreement, represents an acceptable format. Reporting process is to begin ninety (90) days after Notice to Proceed.

o. Provide invoices for services performed, both by ALLIANCE and by consultants or contractors, to COLUMBIA on a timely basis. All such invoices shall be limited to actual costs incurred by the ALLIANCE. ALLIANCE shall provide certified true copies of invoices, or other supporting documentation from the ALLIANCE, all consultants, subcontractors, contractors, employees and/or advisors supporting these actual costs. All such invoices shall be documented to COLUMBIA's satisfaction prior to consideration for payment, irrespective of the invoice terms.

p. Include as an attachment to ALLIANCE's final invoice to COLUMBIA for submission to DEPARTMENT a certification that all required services have been completed in accordance with the terms of this Agreement.

q. Provide to DEPARTMENT, COLUMBIA and WEST COLUMBIA upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for ALLIANCE or its agent under the terms of this Agreement.

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

s. Throughout this Agreement and for a period of three (3) years after its termination, ALLIANCE shall provide DEPARTMENT, COLUMBIA and WEST COLUMBIA with any and all documentation it reasonably requests, in a timely manner.

VII. ACQUISITION:

Property acquired for the PROJECT will be acquired by COLUMBIA in accordance with all laws and regulations, both Federal and State, following the guidelines as established by the DEPARTMENT and other State and Federal guidelines considered by DEPARTMENT to be appropriate.

VIII. FUNDING:

a. ALLIANCE estimates the total cost of the PROJECT for COLUMBIA to be \$1,100,000.00. In light of this estimate, COLUMBIA shall provide to ALLIANCE, and ALLIANCE shall commit to a capital budget ("BUDGET") for the PROJECT. If, for any reason, a deviation from the BUDGET is anticipated or discovered, ALLIANCE shall immediately notify COLUMBIA of the deviation from the BUDGET, the reasons and circumstances surrounding the deviation. ALLIANCE shall notify and receive approval from COLUMBIA prior to any expenditure or commitment of any funds not specifically authorized in the BUDGET.

b. The DEPARTMENT's maximum funding for the PROJECT is 80% of the total PROJECT cost not to exceed the maximum amount of \$880,000.00 as approved under TEA-21 Legislation as a "High Priority Project" by Congress and signed into law by the President on June 9, 1998.

c. COLUMBIA is responsible for 100% of the cost of the PROJECT excluding the DEPARTMENT's maximum funding as identified in "b" directly above. This funding responsibility is subject to Council Approval, funding availability and the limitations established in sub-paragraph (a) of this section VIII relating to the BUDGET and deviations thereto.

Further, COLUMBIA shall have no reimbursement or payment obligation for unauthorized expenditures or commitments.

d. DEPARTMENT will make payment to COLUMBIA for all eligible reasonable costs incurred by COLUMBIA, up to DEPARTMENT's maximum funding for the PROJECT based on a valid invoice submitted by COLUMBIA to DEPARTMENT. A valid invoice is considered an invoice from COLUMBIA to the DEPARTMENT and supported by suppliers' invoices and COLUMBIA financial records. Such invoices will be certified as true and correct by COLUMBIA and submitted to the DEPARTMENT not more often than monthly. EXHIBIT C, attached hereto and specifically made a part of this Agreement, represents an acceptable invoice form.

e. The Parties hereto agree that no part, portion or phase of the PROJECT will be authorized until the specific scope of services is agreed to in writing by the Parties hereto and all funding necessary for that part, portion or phase has been accounted for by the Parties hereto.

IX. GENERAL:

a. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of DEPARTMENT's State Highway Engineer in the matter shall be final and conclusive for both Parties.

b. All work shall be designed and constructed in accordance with the DEPARTMENT's current edition of its Standard Specifications for Highway Construction, the AASHTO Standard Specifications for Highway Bridges, 16<sup>th</sup> Edition, 1996, including the latest Interim Specifications thereto, AASHTO's "A Policy on Geometric Design of Highways and Streets – 1990", pedestrian projects must comply with the ADAAG (Americans with Disabilities Act Accessibility Guidelines), bicycle projects must comply with the AASHTO "Guide for the Development of Bicycle Facilities", landscaping projects must comply with the DEPARTMENT handout titled "Proposed Transportation Enhancement Projects on SCDOT Rights-of-Way", and any modifications which may be recommended and approved by the DEPARTMENT and if applicable the Federal Highway Administration.

c. The parties hereto agree to conform to all DEPARTMENT, 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.

d. The parties hereto, or their authorized agent, shall agree to hold consultations 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 or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon any party unless all parties hereto agree in writing to any such changes.

e. The DEPARTMENT's examination and approval of encroachment permits, plans, specifications, drawings, maps and other work prepared or performed by ALLIANCE, COLUMBIA, WEST COLUMBIA or their agent for the PROJECT does not in any manner shift responsibility to the DEPARTMENT and DEPARTMENT officers or employees.

f. Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

g. Any party hereto shall have the right to make on site inspections during the progress of the PROJECT.

h. The parties agree to conduct a final inspection of the completed PROJECT prior to acceptance of the work. The inspection will be arranged by COLUMBIA and the DEPARTMENT shall have the right to accept or reject the PROJECT in accordance with DEPARTMENT procedures.

i. This Agreement may be terminated by any party upon written notice in the event of substantial failure by the other party to perform, through no fault of the terminating party in accordance with the terms herein. If the services covered under this Agreement are not performed,

this Agreement is then terminated. In the event of termination for any reason each party to this Agreement is obligated on a quantum meruit basis.

X. SUCCESSORS AND ASSIGNS:

DEPARTMENT, COLUMBIA, ALLIANCE and WEST COLUMBIA each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that no party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

Intentionally Left Blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated.

Signed, sealed and executed for COLUMBIA.

COLUMBIA

WITNESS:

Peggy S. Bueled

By: Michael A. Beier  
(Signature)

Title: City manager

Fed. ID#: 576000229

Signed, sealed and executed for WEST COLUMBIA.

WEST COLUMBIA

WITNESS:

\_\_\_\_\_

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

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

Fed. ID#: 57-6001121

Signed, sealed and executed for ALLIANCE.

RIVER ALLIANCE

WITNESS:

Susan O. Dade

By: Michael A. Beier  
(Signature)

Title: DIRECTOR

Fed. ID#: 57-1024824

Signed, sealed and executed for DEPARTMENT.

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
State Highway Engineer

RECOMMENDED:

\_\_\_\_\_

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

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the State Highway Engineer of the Department of Transportation of the State of South Carolina and ALLIANCE, COLUMBIA and WEST COLUMBIA or their legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this agreement to be performed by ALLIANCE or WEST COLUMBIA can be more advantageously performed by said ALLIANCE or said WEST COLUMBIA and that said ALLIANCE and said WEST COLUMBIA are adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(DEPARTMENT Signature)

CERTIFICATION OF COLUMBIA

I hereby certify that I am the City Manager and duly authorized representative of COLUMBIA, whose address is 1737 Main St, Coler SC 29217, and that neither I nor the above COLUMBIA I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COLUMBIA and other than ALLIANCE, also party to this Agreement) to solicit or secure this Agreement,
- (b) agrees, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COLUMBIA and other than ALLIANCE, also party to this Agreement) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any):

In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this agreement to be performed by COLUMBIA can be more advantageously performed by said COLUMBIA and that said COLUMBIA is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

12/11/00  
(Date)

Michael A. Beirne  
(COLUMBIA Signature)

CERTIFICATION OF WEST COLUMBIA

I hereby certify that I am the City Manager and duly authorized representative of WEST COLUMBIA, whose address is 253 Center Street, West Columbia, South Carolina 29169, and that neither I nor the above WEST COLUMBIA I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above WEST COLUMBIA and other than ALLIANCE, also party to this Agreement) to solicit or secure this Agreement,
- (b) agrees, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above WEST COLUMBIA and other than ALLIANCE, also party to this Agreement) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any):

In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this agreement to be performed by WEST COLUMBIA can be more advantageously performed by said WEST COLUMBIA and that said WEST COLUMBIA is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(WEST COLUMBIA Signature)

CERTIFICATION OF ALLIANCE

I hereby certify that I am the Director and duly authorized representative of ALLIANCE, whose address is <sup>506 Coburn's St D</sup>~~236 Stoneridge Drive~~, Columbia, South Carolina <sup>29201</sup>~~29210~~, and that neither I nor the above ALLIANCE I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ALLIANCE and other than WEST COLUMBIA, also party to this Agreement) to solicit or secure this Agreement,
- (b) agrees, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above ALLIANCE and other than WEST COLUMBIA, also party to this Agreement) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any):

In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this agreement to be performed by ALLIANCE can be more advantageously performed by said ALLIANCE and that said ALLIANCE is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

Oct 3, 2000  
(Date)

  
(ALLIANCE Signature)

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.

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 Section 1352, Title 31, U.S. Code. 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  
*Oct 3, 2000*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
(DEPARTMENT SIGNATURE)  
*Michael A. Bierman*  
\_\_\_\_\_  
(ALLIANCE SIGNATURE)

\_\_\_\_\_  
DATE  
*12/11/00*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
(WEST COLUMBIA SIGNATURE)  
*Michael A. Bierman*  
\_\_\_\_\_  
(COLUMBIA SIGNATURE)

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned, who are an authorized representative of COLUMBIA, WEST COLUMBIA and ALLIANCE certifies that each will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in a workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

COLUMBIA: Michael A. Brien  
(Signature)

WEST COLUMBIA: \_\_\_\_\_  
(Signature)

ALLIANCE: Paul A. Dan  
(Signature)

EXHIBIT A

PROJECT AREA MAP  
AND  
ADDITIONAL PROJECT INFORMATION

BRG  
I-26 X-ING  
ON FLYOVER

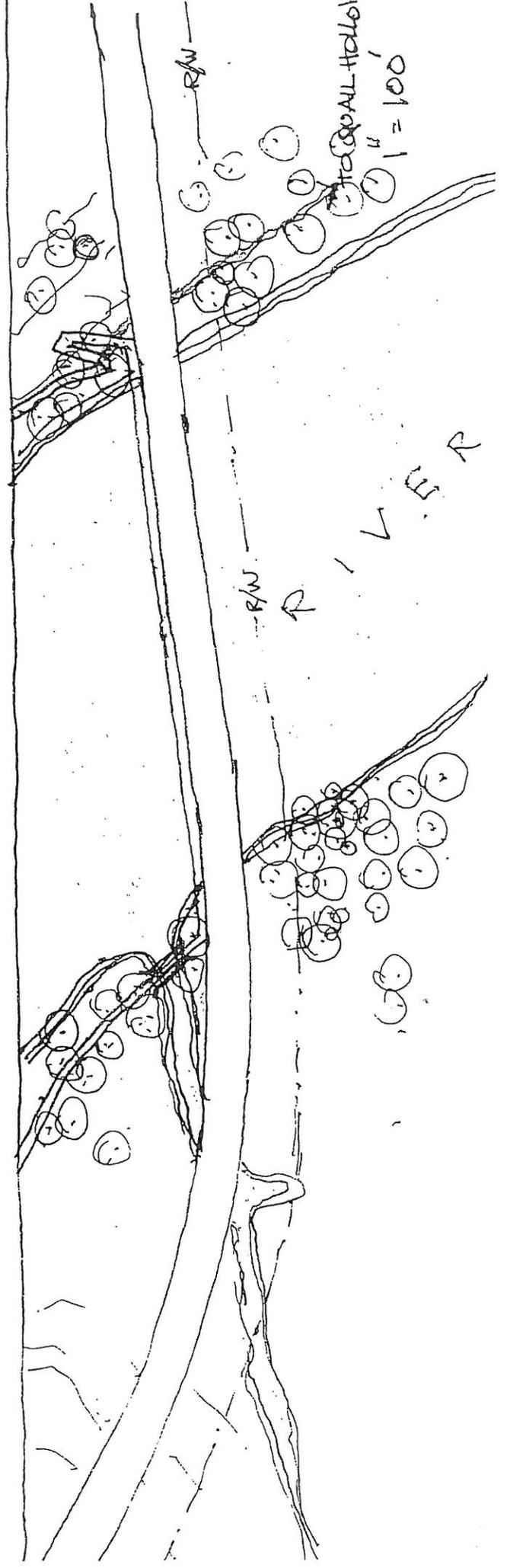
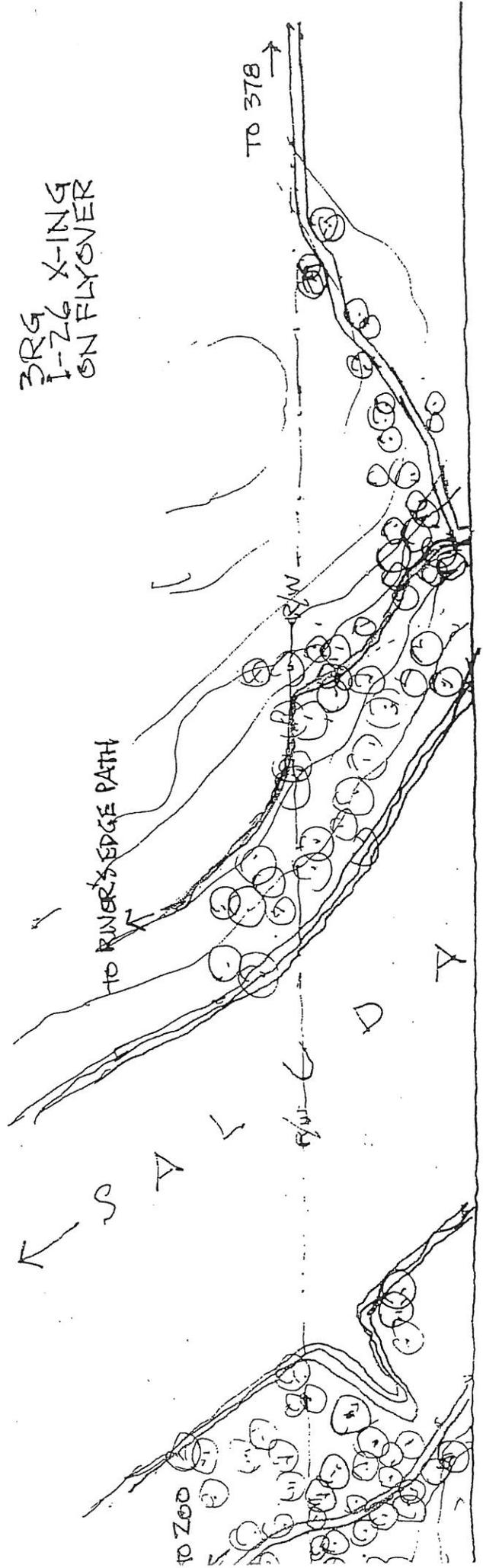
TO 378 →

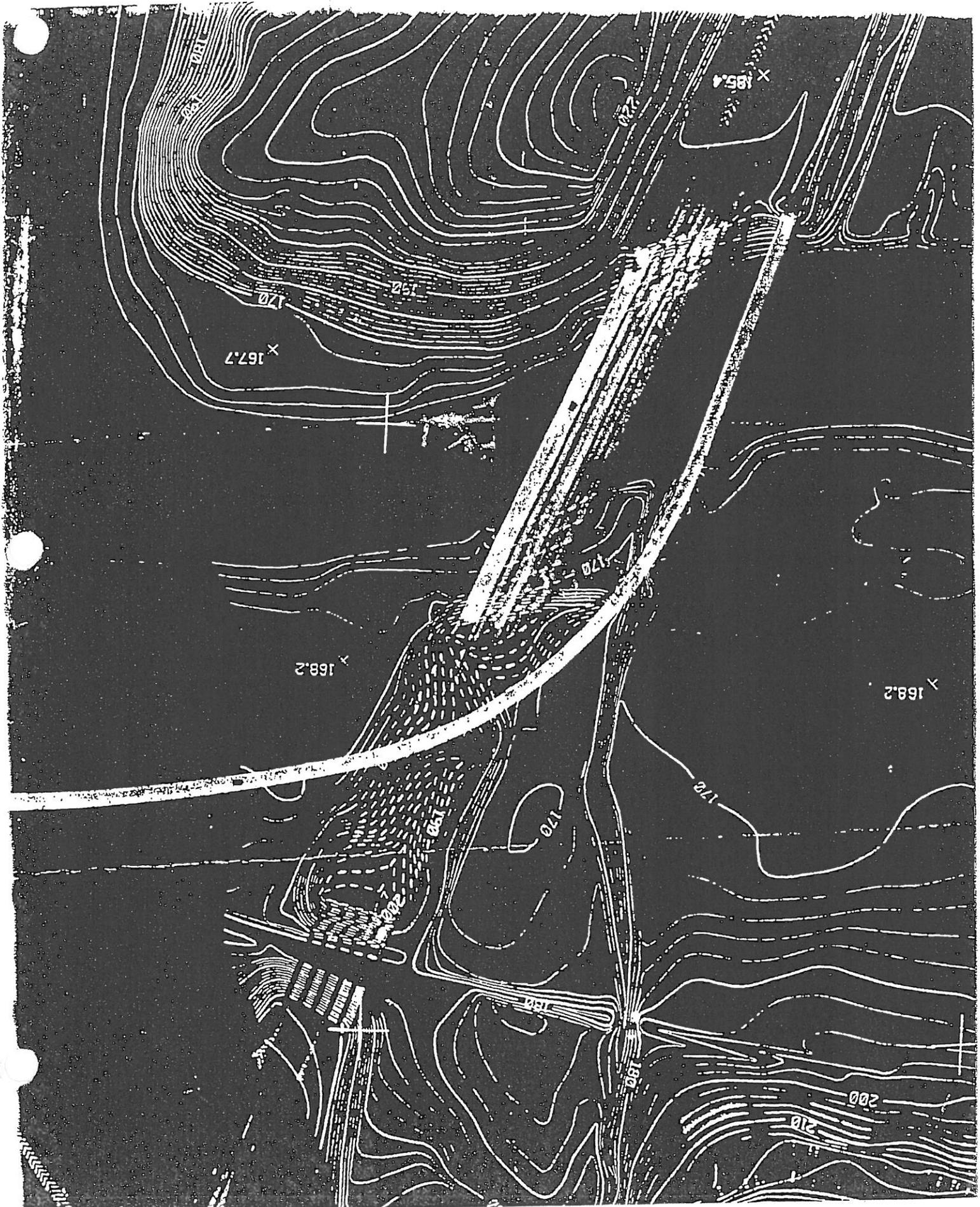
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## Recommended River Alliance Federal Funding Allocation

### Three Rivers Greenway

#### Background

The River Alliance entered the Three Rivers Greenway (3RG) into the TEA-21 process as a candidate demonstration project. The result is a designated authorization of \$3.75 million to be distributed incrementally over the life of the TEA-21 Bill, from now until the year 2003.

While the project had the support of key members of the South Carolina delegation, it was initiated by Representative Floyd Spence. A key element in his decision to support the project was our mutual concern in funding the Cayce and West Columbia components of the 3RG while their Tax Increment Districts are in their infancy.

Before the TEA-21 authorization, the River Alliance and the City of Cayce modified an existing ISTEA authorization with the assistance of Central Midlands Council of Governments and South Carolina Department of Transportation. The result is an authorization under ISTEA, available now, for "The Cayce Riverwalk Component of the Three Rivers Greenway." This is in the amount of \$414,000 with a 20% match of the City of Cayce.

The City of Columbia's "Granby Park Component of the Three Rivers Greenway" is underway. Budgeted at \$500,000, it is expected to open in October 1998. An extended Tax Increment District is expected to fund the remainder of their portion of the 3RG.

The 3RG cities directed the River Alliance under management agreement to initiate the Design, Engineering and Permitting (DEP) phase of the 3RG. This will start the detailed process of environmental impact design and cost. While we hope it will be at the estimated \$17.1 million level, our DEP phase will give us better definitions of total cost. The intent is completion of DEP within six months with a specific recommendation that will start phased construction of the 3RG. It can be done as fast as desired by the 3RG cities subject to permitting and funding constraints. River Alliance intent is to complete the project well before the expiration of TEA-21 in 2003, and hopefully, by 2000..

The TEA-21 allocates funding according to the following formula:

FY 98	funds available 9/30/98	11%	\$412,500
FY 99	funds available 10/1/98	15%	\$562,500
FY 00	funds available 10/1/99	18%	\$675,000
FY 01	funds available 10/1/00	18%	\$675,000
FY 02	funds available 10/1/01	19%	\$712,500
FY 03	funds available 10/1/02	19%	\$712,500

Allocation requires a "local match" of 20% during each budget year.

### Recommendations

- ⊕ Accelerate Design, Engineering and Permitting phase for the Cayce Riverwalk to allow construction to begin in 1999 using \$414,000 Federal money and Cayce match.
- ⊕ Recommend to SCDOT that the 3RG is a regional project and that any expenditure by any 3RG city allowed as a federal match is a 3RG match.
- ⊕ Recommend a SCDOT position that FY 98 expenses under the 3RG be allowed as a match for the TEA-21 allocation.
- ⊕ Allocate FY 98 TEA-21 funding of \$412,500 for City of West Columbia.
- ⊕ Allocate FY 99 TEA-21 funding of \$562,000 with priority:
  - ⊕ Bridge crossing – West Columbia to Columbia – I-26 (est. \$150,000)
  - ⊕ Bridge crossing – I-126 to Columbia (est. \$540,000) (remainder of cost above TEA-21 borne by City of Columbia)
- ⊕ Allocate remainder of FY 00 funding at conclusion of DEP phase.

February 20, 1997

Mr. Brown McLeod  
Office of Congressman Floyd Spence  
2405 Rayburn House Office Building  
Washington, DC 20515

Dear Mr. McLeod:

Enclosed is an original copy of "Transportation Project Evaluation Criteria" for the Three Rivers Greenway. The Greenway, as a part of the *River Alliance Concept Plan*, has been approved by Resolution by the five local governments and the state government. Commitments from major landowners have been secured (approximating \$3 million) for donation of land or easements.

The Greenway has a great deal of support from both citizens, businesses, and public officials here in the metro Columbia area. It is, in fact, a two-county, three-city effort and represents regionalism put to work here in our area.

Thank you for your help in advancing the project. We will continue to build support here in the Midlands, and look forward to your further help and guidance.

Best regards,

Susan C. DeFoe  
Deputy Director

Enclosure

TRANSPORTATION PROJECT EVALUATION CRITERIA  
Committee on Transportation and Infrastructure  
Subcommittee on Surface Transportation

1. *Name and Congressional District of the primary Member of Congress sponsoring the projects well as any other Members supporting the project (each project must have a single primary sponsoring Member.)*

Primary Sponsor:

U. S Representative Floyd Spence  
Second Congressional District

Supporting Member:

U.S. Representative James Clyburn  
First Congressional District

2. *Identify the State or other qualified recipient responsible for carrying out the project.*

Central Midlands Council of Governments  
Cities of Cayce, Columbia and West Columbia

3. *Is the project eligible for the use of Federal-aid funds (if a road or bridge project, please note whether it is on the National Highway System)?*

Yes. The proposed project provides for the design and construction of alternative transportation systems (walk-ways, bike paths and water ways) connecting numerous existing and residential infill neighborhoods with urban employment centers and commercial activity. The project meets the current eligibility requirements for ISTEA enhancement projects.

4. *Describe the design, scope and objectives of the project and whether it is part of a larger system of projects. In doing so, identify the specific segment for which project funding is being sought including terminus points.*

The Three Rivers Greenway is a part of the larger River Alliance Concept Plan for maximizing the benefits of the Broad, lower Saluda and Congaree rivers for the citizens of the region (including the counties of Lexington and Richland and the cities of Cayce,

4. *Continued*

Columbia and West Columbia). The Greenway is a 12-mile linear recreation and transportation system which re-energizes existing neighborhoods and provides incentive for urban residential infill. From Gervais Street in Columbia, it runs south along the east bank of the Congaree River down to the railroad bridges and then crosses the Congaree River via a footbridge hung beneath a railroad trestle. The Greenway then runs up the west bank of the Congaree to the intersection of Meeting Street and Sunset Boulevard in West Columbia. It follows the existing sidewalk as a walk/bikeway alongside Sunset Boulevard to its intersection with I-26, where it crosses the lower Saluda River via a footbridge hung underneath the I-26 bridge. The Greenway continues along the north/east bank of the lower Saluda River to its confluence with the Broad River. It crosses the confluence at the I-126 Bridge and also at the Broad River Bridge. It joins the existing Riverfront Park running up the west side of the Columbia Canal, to the diversion dam, and runs south down the east side of the Canal to Gervais Street. The Three Rivers Greenway design includes a City Dock, located at the foot of Gervais Street, which will provide access to the historic Columbia Canal and act as a transportation terminal for small craft river-focused activity on the Saluda and Congaree rivers.

5. *What is the total project cost and proposed source of funds (please identify the federal state or local shares and the extent, if any, of private sector financing or the use of innovative financing) and of this amount, how much is being requested for the specific project segment described in item #4.*

Total Project Costs .....	\$ 20 million
Proposed Source of Funds:	
ISTEA Demonstration Project .....	\$ 14 million
Private Sector Funds (Land Donations) .....	\$ 3 million
City of Columbia .....	\$ 3 million
	-----
Total Project Costs .....	\$ 20 million
Total ISTEA Funds Requested .....	<u>\$ 14 million</u>

6. *Of the amount requested, how much is expected to be obligated over each of the next five years?*

*The project is expected to be completed within three years from the date of the Demonstration Project Funding is assured.*

Year 1: Design, Environmental Reviews, Permitting, Land Acquisition, Construction .....	\$ 2 million
Year 2: Construction .....	\$ 6 million
Year 3: Construction .....	\$ 6 million

7. *What is the proposed schedule and status of work on the project?*

The project is scheduled to be completed within three years from the date funding is available with Demonstration Project (ISTEA) Funds. Preliminary design and cost estimations are complete and have been agreed upon by the three local municipalities.

8. *Is the project included in the metropolitan and/or State Transportation Improvements Plan(s) or the State long-range plan, and if so, is it schedules for funding?*

The project is included in the Central Midlands Council of Governments Regional Bikeway System Plan.

9. *Is the project considered by State and/or regional transportation officials as critical to their needs? Please provide a letter of support from these officials, and if you cannot, explain why not.*

Yes. The River Alliance Concept Plan and the Three Rivers Greenway project have been endorsed by the Central Midlands Council of Governments, the Cities of Columbia, Cayce and West Columbia, and Richland and Lexington Counties and the South Carolina State Budget and Control Board. See the attached resolutions and endorsements.

10. *Does the project have national or regional significance?*

Yes. The Three Rivers Greenway is a major enabling step to the urban revitalization of the river cities of Cayce, Columbia and West Columbia. The public investment of the

*10. Continued*

Greenway project is estimated to stimulate \$249 million of private sector infill in the next ten years. The preliminary designs have been sufficient to secure commitments for land owner donations and are a major element in ongoing negotiations surrounding the old Central Correctional Institution (prison) site in downtown Columbia; which will become a river-related urban neighborhood. The CCI redevelopment project is projected at \$60 million of private sector investment. The Greenway also provides stimulus to recreation-focused activity on the rivers linking Columbia by water to Charleston.

*11. Has the proposed project encountered, or is it likely to encounter, any significant opposition or other obstacles based on environmental or other types of concerns?*

No. The River Alliance Concept Plan and the Three Rivers Greenway project are the product of the most extensive public-participatory effort in the history of the Midlands. Widely supported by the broad spectrum of the community, it provides an environmentally sensitive access to areas not now accessible to the public and provides for protection and conservation of environmentally sensitive areas. Widely reported in local media, all reactions have been uniformly positive and supportive.

*12. Describe the economic, energy efficiency, environmental, congestion mitigation and safety benefits associated with completion of the project.*

A. Economic and Energy Efficiency Benefits:

- Maximizes linkages for short duration trips between residential locations and commercial centers in the three communities
- Maximizes linkages for short commute trips between residential locations and potential residential locations and the employment centers of the three communities
- Provides a direct stimulus for residential infill estimated above and provides maximum opportunity for small business commercial activity, shops, cafés, restaurants that will now have accessible linkages to the rivers

B. Congestion Mitigation Benefits:

- Provides alternative transportation connections and opportunities across rivers, mitigating flow and congestion
- Stimulates residential infill housing, reducing suburban traffic pattern loads

12. *Continued*

C. Safety Benefits:

- Provides safe and secure alternative transportation for the maximum number of origin-destination trips
- Includes provisions for safe and secure access to the river area not now available and cooperates with the demands for river fluctuation due to power production

13. *Has the project received funding through the State's federal aid highway apportionment, or in the case of a transit project, through Federal Transit Administration funding? If not, why not?*

No. The project is a new project and the City/State has not previously requested funding for the project.

14. *Is the authorization requested for the project an increase to an amount previously authorized or appropriated for it in federal statute (If so, please identify the statute, the amount provided, and the amount obligated to date), or would this be the first authorization for the project in federal statute? If the authorization is for a transit project, has it previously received appropriations and/or received a Letter of Intent or entered into a Full Funding Grant Agreement with the FTA?*

No. The project is a new project and the City/State has not previously requested funding for the project. This would be the first authorization for this project in federal statute.

# The River Alliance

## *Three Rivers Greenway (3RG)*

1. Description. The planned Three Rivers Greenway is a 12-mile linear recreation and transportation system [see map]. From Gervais Street, it runs south along the east bank of the Congaree River down to the railroad bridges and then crosses the Congaree via a footbridge hung beneath a trestle. The Greenway then runs up the west bank of the Congaree to the intersection of Meeting Street and Sunset Boulevard in West Columbia. It then follows the existing sidewalk as a bikeway alongside Sunset Boulevard to its intersection with I-26, at which point it crosses the lower Saluda River via a footbridge hung underneath the I-26 bridge. The Greenway continues down the north/east bank of the lower Saluda River to its confluence with the Broad River. It crosses the confluence at the I-126 Bridge. It joins the existing Riverfront Park running up the west side of the Columbia Canal, connects to Broad River road and ends. It runs south down the east side of the Canal from the existing pedestrian entrance bridge to Gervais Street. The City Dock, located at the foot of Gervais Street, is an active, inviting three-level public space which will offer: 1) on the lower level, paddle craft ingress/egress and docking, canoe and kayak rentals, Congaree shallow draft tour boat operations, and maintenance vehicle access to the Columbia Hydro Plant); 2) at mid point, benches, and public art and public space; and 3) at the upper level, shops, restaurants, and cafés, access via tour boat to the Columbia Canal, and a 20-wide esplanade lined overlooking the Broad River and the Columbia Canal, leading to the CCI site.
2. Status. The Greenway conceptual design and cost estimates are completed. The conceptual design has been approved by the River Alliance Board and presented to local governments.
3. Cost. The public cost of the Three Rivers Greenway is approximately \$17.1 million.
4. Funding Sources. Funding for the Three Rivers Greenway will be public.
5. Timeline. The first park element to be executed, Granby Park, a City of Columbia project, is currently in design.
6. Value. The purpose for the Three Rivers Greenway is to provide an accessible river recreation system and to induce private sector residential investment. River related housing potential from the Greenway is estimated at \$248 million including the residential neighborhood on the old CCI site.
7. Linkage. The Three Rivers Greenway is a macro system which includes previously planned City of Columbia projects (“CCI Riverwalk Plaza”, “Bicentennial Park”, and “Granby Park”), and the Cayce river park area. It is a public space component of the redevelopment of CCI. It is a physical platform to support outcomes of the ongoing recreational flow analysis of the lower Saluda and Congaree rivers. It will be linked physically to the State initiative of the Palmetto Trail, which runs up the eastern portion of the Three Rivers Greenway. The City Dock will serve as a water entry point for historical and recreational initiatives south along the Congaree, as far as the Congaree Swamp National Monument. It is a termination point for Lady Street pedestrians and is related inherently to a pedestrian-focused Lady Street from Main Street to the river.

EXHIBIT B

QUARTERLY STATUS OF ENHANCEMENT PROJECT

Date: \_\_\_\_\_

Name of Participant: \_\_\_\_\_

Status Report No. \_\_\_\_\_ Interim / Final (Circle One)

Enhancement No. – ENH \_\_\_\_\_ (Upper left corner of Agreement)

Project Name: \_\_\_\_\_

Percent of Project Design Complete (i.e. 10%, 45%, N/A etc.) \_\_\_\_\_ %

Right of Ways Acquisition (if applicable) \_\_\_\_\_ %

Construction–

Construction by: Participant's Forces or Contractor	
Have Bids been received on the Project?	YES / NO
Has the Project been Awarded?	YES / NO
** Date Construction Began	
Anticipated Construction Completion Date	
Percentage of Construction Complete	%

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Status report should be submitted quarterly on January 1, April 1, July 1 & October 1

\*\* No Construction Activities may begin until the Environmental Document for the Project has been approved and a statement concerning wetland permits has been submitted.

