

Received by: _____

Date: _____

FYs 14-17 TRANSPORTATION IMPROVEMENT PROGRAM GRANT APPLICATION		Infrastructure		
PROJECT NAME	Top Intersections			
LEAD AGENCY	Metro Dept. of Public Works			
PROJECT TYPE	<input checked="" type="checkbox"/> On-Road Improvements <input type="checkbox"/> Off-Road Improvements <input checked="" type="checkbox"/> Amenities/Enhancements			
ROADWAY OR NEAREST INTERSECTION	Various	TERMINI (TO/FROM)	LENGTH (MILES)	
		Various	Various	
COUNTIES	<input checked="" type="checkbox"/> Davidson <input type="checkbox"/> Rutherford <input type="checkbox"/> Sumner/Robertson <input type="checkbox"/> Williamson/Maury <input type="checkbox"/> Wilson			
BRIEF DESCRIPTION	Safety improvement and pedestrian enhancement measures for up to 30 high-crash intersections.			
PROPOSED ELEMENTS		PROJECT HISTORY		
<input checked="" type="checkbox"/> Sidewalks <input checked="" type="checkbox"/> Curb Ramps <input checked="" type="checkbox"/> Crosswalk <input checked="" type="checkbox"/> Signalization/ Traffic Control <input type="checkbox"/> Intelligent Transportation System <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Bus / Transit Stop Transit Service Transit Capital <input checked="" type="checkbox"/> Pedestrian Amenities Bicycle Parking (Rack, Locker) Shared Lane New Greenway Greenway Extension Greenway Amenities Connection to School Connection to Transit Stop		<input checked="" type="checkbox"/> Project in TIP ID # 2008-14-030 <input type="checkbox"/> Not in TIP, LRTP Project ID# _____ <input type="checkbox"/> Existing Project, Not in TIP or Plan <input type="checkbox"/> New Project Other: _____		
		GRANT FUNDING SUMMARY (NEW REQUESTS)		
		<i>Fiscal Year</i>	<i>Federal Requested</i>	<i>Match</i>
		2014	\$1327500	\$331875
		2015	\$1882500	\$470625
2016	\$1320000	\$330000		
2017	\$1320000	\$330000		
Total	\$5850000	\$1462500		
		*Please complete the PROJECT BUDGET WORKSHEET form and include any funding from other sources of revenue.		
AGENCY CONTACT INFORMATION				
Name	Andrew Smith Jonathan Cleghon	E-mail	j.andrew.smith@nashville.gov jonathan.cleghon@nashville.gov	
Title	Engineer II Engineer III	Phone	615-880-1675 615-862-8595	
Department	Dept. of Public Works—Engineering Division			
Agency/ Organization	Metropolitan Government of Nashville & Davidson County			

PROPOSAL NARRATIVE	
(Provide no more than 5 pages, responding to each of the following sections)	
<p>Section 1. Project Description, Purpose, Need, and Objectives</p>	<p>Please provide a detailed description of the proposed transportation project including its purpose, need, and main objectives. Applicants also must describe the following:</p> <ul style="list-style-type: none"> • Project History • Intended users • Anticipated number of users • Expected scope of work • Major tasks/ activities • Final deliverables / products
<p>Section 2. Benefits to Region and Local Community</p>	<p>Describe how the proposed project will benefit the region and affected local communities. Specifically, consider how the project helps to promote:</p> <ul style="list-style-type: none"> • MPO's four guiding principles • 2035 Plan's policy Initiatives, regional goals, and major objectives • Local neighborhood or community plans
<p>Section 3. Project Deliverables, Schedule, & Milestones</p>	<p>Provide a detailed schedule for the completion of the proposed project. Identify and describe key milestones, major tasks and activities, and the final deliverables/ products. Include a description of how the project will be managed and how progress will be tracked to ensure timely and efficient implementation.</p> <p>Include a description of the lead agency's recent experience in successfully implementing similar projects. This description should include the project or projects that were implemented and sufficient detail to demonstrate the project was successfully completed on time and within budget.</p>
<p>Section 4. Budget Narrative</p>	<p>Provide a descriptive narrative about the funds needed to complete the proposed project or program. Describe the source of matching funds. Applicants must provide documentation to validate that matching funds are secured and available.</p>

Section 1

Project Description, Purpose, Needs, and Objectives

In 2006, the Metro Nashville Government (Metro) initiated a study to identify and address the highest crash locations at surface street intersections within Metro in an effort to identify and design appropriate safety improvement measures. The study was completed in April 2007. It provided an analysis of 49 high-crash intersections within Davidson County.

The study provided photos of the intersections, inventories of traffic control devices, summaries of the crash patterns, and recommended countermeasures. The countermeasures were classified into three types: immediate, intermediate, and long-term. An intersection may have had recommendations in more than one of these classifications.

Metro has implemented all or nearly all of the improvements in the immediate category. These projects were funded through Metro funding and/or with ARRA funding. In 2009, Metro updated the study. The 31 intersections included in this project are those that were identified in the 2006 study but for which improvements have not yet been implemented. They were analyzed in a 2010 technical memorandum prepared for Metro on the basis of the current crash trends and existing conditions to determine appropriate countermeasures.

This project was included in the FY 2011-2015 TIP Amendments dated March 2011, TIP Amendment #1011-008, TIP #2008-14-030. The project consists of constructing or installing safety improvements at 31 intersections in Nashville, Tennessee. The construction phase is anticipated to be completed in two phases:

Phase I will consist of those intersection improvements requiring no right-of-way acquisition.

1. *Thompson Lane & Murfreesboro Pike*—Signals, sidewalk/ramp, signage, paving, drainage, marking, pedestrian improvements
2. *McGavock Pike & Elm Hill Pike*—Signals, signage, markings
3. *Nolensville Pike & Harding Pike*—Signals
4. *Lebanon Pike & Andrew Jackson Parkway*—Signals, pedestrian improvements
5. *Shute Lane & Saundersville Road*—Signals, paving
6. *20th Ave North & Terrace Place*—Markings
7. *Stewarts Ferry Pike & McCrory Creek Road*—Signals, guard rail, signage
8. *Bell Road & Hickory Hollow Pike*—Signals, paving, channelization, signage, sidewalk/ramp, pedestrian improvements
9. *Church Street & 21st Avenue North*—Signals, signage, pedestrian improvements, channelization, markings
10. *Church Street & 18th Avenue North*—Signals, signage, markings, pedestrian improvements
11. *Nolensville Pike & Old Hickory Boulevard*—Signals, sidewalk, pedestrian improvements
12. *Bell Road & Stewarts Ferry Pike*—Signals, paving, marking, signage, pedestrian improvements

13. *Conference Drive & Vietnam Veterans Pkwy*—Signals, signage, markings, crosswalk, sidewalk/ramp, pedestrian improvements

Phase II will consist of those intersection improvements requiring up to one acre of right-of-way acquisition. It is anticipated that each of these improvements will generally require less than one-tenth of one acre, with similarly-sized easement requirements. The cumulative total for all right-of-way and easement acquisition for all Phase II improvements is anticipated to be less than one acre.

1. *21st Avenue & Acklen Avenue*—Signals, ADA transit stop, access control
2. *Bell Road & Murfreesboro Pike*—Signals, crosswalks, markings, pedestrian improvements
3. *Charlotte Avenue & White Bridge Pike*—Signals, crosswalks, markings, ramps, pedestrian improvements
4. *Dickerson Pike & Ewing Drive/Broadmoor Drive*—Signals, access control, markings, ramps, crosswalks, pedestrian improvements
5. *Elm Hill Pike & Royal Parkway/Emery Drive*—Signals, paving, markings, ramps, crosswalks, pedestrian improvements, drainage
6. *Gallatin Pike & Conference Drive*—Signals, signage, markings, sidewalk/ramp
7. *Gallatin Avenue & Eastland Avenue*—Turn lanes, signals, crosswalks, markings, transit shelter, pedestrian improvements
8. *Haywood Lane & Apache Trail*—Signals, markings, turn lanes, access control, ramps, pedestrian improvements
9. *Mt. View Parkway & Crossings Boulevard*—Signals, turn lanes, signal timing, crosswalks, ramps, pedestrian improvements
10. *Murfreesboro Pike & Hamilton Church Road*—Turn lanes, markings, signals, signage, signal timing, markings, sidewalk/ramp, crosswalks, pedestrian improvements
11. *Nolensville Pike & Edmondson Pike/Wallace Road*—Signals, sidewalk/ramp, sidewalk/ramp, drainage, crosswalks, pedestrian improvements
12. *Nolensville Pike & Haywood Lane*—Signals, signal timing, markings, turn lane, sidewalk/ramp, crosswalks, pedestrian improvements, retaining wall
13. *Nolensville Pike & Thompson Lane*—Turn lanes, signals, pedestrian improvements, bike lane signage, transit stop improvements, ADA bus stop, paving
14. *Old Hickory Boulevard & Highway 70S*—Turn lane, signals, sidewalk/ramp, crosswalks, pedestrian improvements, access control
15. *Old Hickory Boulevard & Edmondson Pike*—Turn lane, signals, retaining wall, utility relocations, pedestrian improvements

If any intersection improvement were to require more than one acre of right-of-way acquisition, it would have been placed into a third phase. However, it is not anticipated that any of these improvements will require right-of-way acquisition in excess of one acre.

Two additional intersections have been studied, and will be improved if funding is sufficient to include these with those intersections enumerated in Phases I and II.

1. *Old Murfreesboro Road & Faircloth Road*—Signals, turn lane, pedestrian improvements (to be coordinated with the Metro Nashville Airport Authority)
2. *Hickory Hollow Pkwy & Mt. View Pike*—Signals, crosswalk, pedestrian improvements

Section 2

Benefits to Region and Local Community

Providing safe travel on the roadways within Nashville and Davidson County is a priority for the Metropolitan Government of Nashville and Davidson County. Metro continues to work diligently to support programs to improve safety for motorists, pedestrians, and bicyclists. Such programs include the Comprehensive Sidewalk Program, the Bikeways Program, the Traffic Signalization and Optimization Study, Traffic Calming, and the Long Range Paving Plan. In addition to these efforts, Metro supports an extensive police force that provides traffic enforcement and crash investigations for motorists traveling on all roads within Davidson County.

The goal of this project is to implement the recommended intersection improvements in order to reduce the number of crashes, particularly fatal and injury crashes, at prioritized intersections.

Section 3

Project Deliverables, Schedule, and Milestones

See Section 1 for detailed phasing descriptions.

Section 4

Budget Narrative

Development costs (NEPA and Design) are allocated to 2014.

Right-of-way costs are allocated equally between year 2014 and 2015.

Construction costs are allocated equally between years 2015, 2016, and 2017.

TDOT Engineering Services costs are allocated equally between years 2014-17.

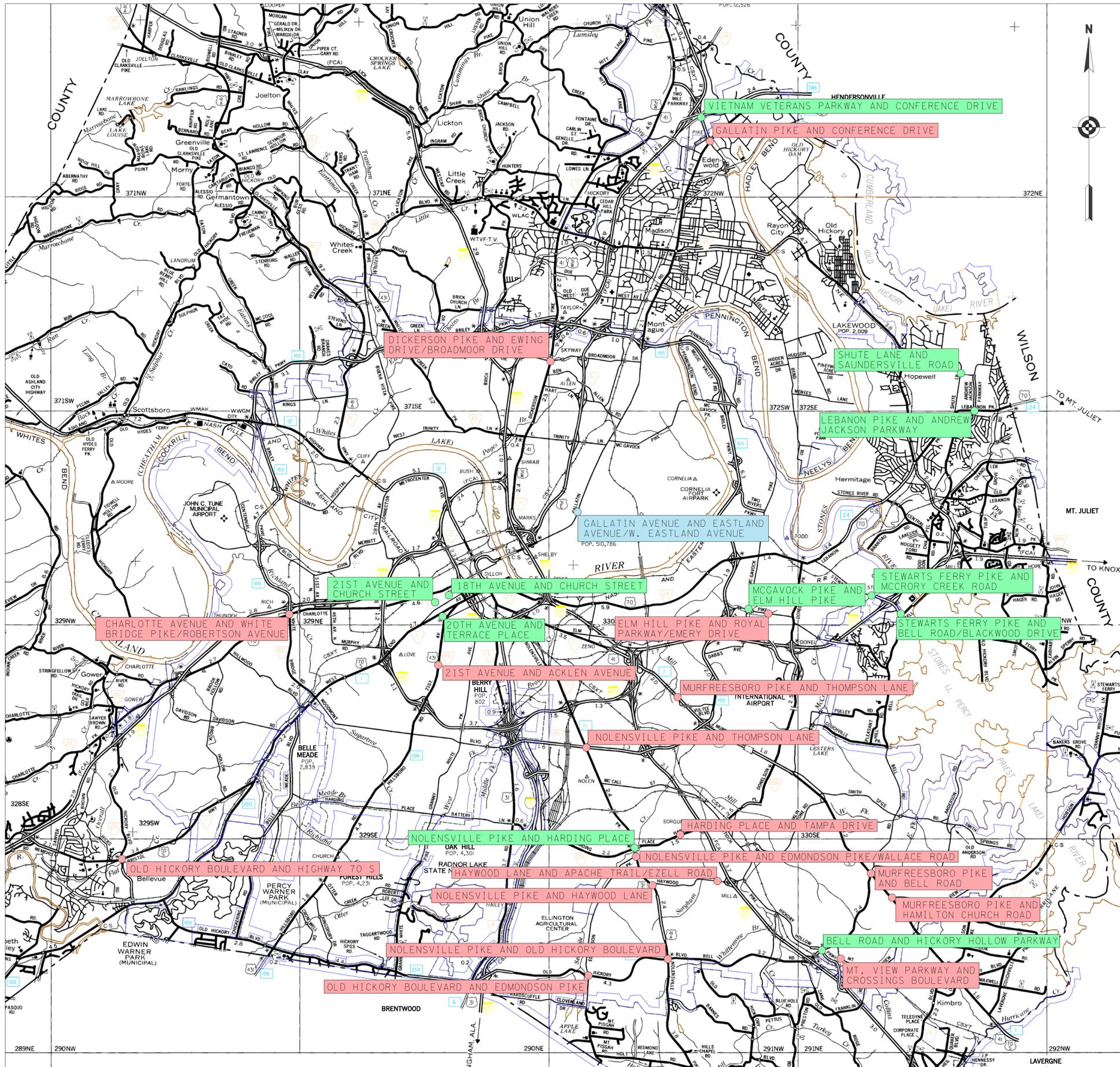
	Total	2014		2015		2016		2017	
PE-NEPA	\$50000	100%	50000	0	0	0	0	0	0
PE-Design	\$856250	100%	856250	0	0	0	0	0	0
ROW	\$1406250	50%	703125	50%	703125	0	0	0	0
Construction	\$4800000	0%	0	33%	1600000	33%	1600000	33%	1600000
TDOT ES	\$200000	25%	50000	25%	50000	25%	50000	25%	50000
Total	\$7312500		1659375		2353125		1650000		1650000
Fed 80%	\$5850000		1327500		1882500		1320000		1320000
Local 20%	\$1462500		331875		470625		330000		330000

See also Exhibit "A" for STP TIP Amendment 1 (attached), and Metro RS2008-509 (attached) approving agreement with TDOT for project PIN 111335.00 for intersection improvements.

Metro Top Intersections	Implementation Cost
McGavock Pike & Elm Hill	\$ 8,000.00
Nolensville Pike & Harding Place	\$ 11,000.00
Old Hickory Blvd & Hwy 70S	\$ 100,000.00
Lebanon Pike & Andrew Jackson Pkwy	\$ 37,000.00
Murfreesboro Pike & Hamilton Church Rd	\$ 250,000.00
Shute Lane & Saundersville Rd	\$ 57,000.00
Nolensville Pike & Thompson Lane	\$ 450,000.00
20th Ave & Terrace Place	\$ 27,000.00
Stewarts Ferry Pk & McCrory Creek Rd	\$ 12,000.00
Bell Rd & Hickory Hollow Pkwy	\$ 209,000.00
21st Ave & Church St	\$ 241,000.00
Mt View Pkwy & Crossings Blvd	\$ 323,000.00
Haywood Lane & Apache Trail	\$ 500,000.00
Nolensville Pk & Haywood Lane	\$ 320,000.00
Charlotte Ave & White Bridge Pk	\$ 250,000.00
Church St & 18th Ave	\$ 260,000.00
Elm Hill Pk & Royal Pkwy/Emery Dr	\$ 375,000.00
Gallatin Pk & Conference Dr	\$ 340,000.00
Nolensville Pk & Edmondson Pk/Wallace Rd	\$ 307,000.00
Vietnam Veterans Blvd & Conference Dr	\$ 86,000.00
Dickerson Pk & Ewing Dr/Broadmoor Dr	\$ 252,000.00
Old Hickory Blvd & Edmondson Pk	\$ 176,000.00
Nolensville Pk & Old Hickory Blvd	\$ 20,000.00
21st Ave & Acklen Ave	\$ 33,000.00
Gallatin Ave & Eastland Ave	\$ 40,000.00
Bell Rd & Murfreesboro Pk	\$ 70,000.00
Stewarts Ferry Pk & Bell Rd/Blackwood Dr	\$ 46,000.00
TOTAL	\$ 4,800,000.00

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS

COUNTYWIDE INTERSECTION ENHANCEMENT PROJECT



INTERSECTION	CONSTRUCTION PHASE
18TH AVENUE AND CHURCH STREET	1
21ST AVENUE AND CHURCH STREET	1
BELL ROAD AND HICKORY HOLLOW PARKWAY	1
STEWARTS FERRY PIKE AND BELL ROAD/BLACKWOOD DRIVE	1
VIETNAM VETERANS PARKWAY AND CONFERENCE DRIVE	1
MCGAVOCK PIKE AND ELM HILL PIKE	1
LEBANON PIKE AND ANDREW JACKSON PARKWAY	1
NOLENSVILLE PIKE AND HARDING PLACE	1
SHUTE LANE AND SAUNDERSVILLE ROAD	1
STEWARTS FERRY PIKE AND MCCRORY CREEK ROAD	1
20TH AVENUE AND TERRACE PLACE	1
NOLENSVILLE PIKE AND OLD HICKORY BOULEVARD	1
21ST AVENUE AND ACKLEN AVENUE	2
CHARLOTTE AVENUE AND WHITE BRIDGE PIKE/ROBERTSON AVENUE	2
DICKERSON PIKE AND EWING DRIVE/BROADMOOR DRIVE	2
ELM HILL PIKE AND ROYAL PARKWAY/EMERY DRIVE	2
GALLATIN PIKE AND CONFERENCE DRIVE	2
HAYWOOD LANE AND APACHE TRAIL/EZELL ROAD	2
OLD HICKORY BOULEVARD AND HIGHWAY 70 S	2
MT. VIEW PARKWAY AND CROSSINGS BOULEVARD	2
MURFREESBORO PIKE AND BELL ROAD	2
MURFREESBORO PIKE AND HAMILTON CHURCH ROAD	2
NOLENSVILLE PIKE AND EDMONDSON PIKE/WALLACE ROAD	2
NOLENSVILLE PIKE AND HAYWOOD LANE	2
NOLENSVILLE PIKE AND THOMPSON LANE	2
OLD HICKORY BOULEVARD AND EDMONDSON PIKE	2
GALLATIN AVENUE AND EASTLAND AVENUE/W. EASTLAND AVENUE	3

LEGEND

- PHASE 1 - NO RIGHT-OF-WAY/EASEMENTS REQUIRED
- PHASE 2 - RIGHT-OF-WAY/EASEMENTS REQUIRED
- PHASE 3 - RIGHT-OF-WAY REQUIRED - STAND ALONE PROJECT

Intersection	Proposed Countermeasures and Improvements
Gallatin Avenue & Eastland Avenue	Widen roadway and provide center turn lane. Rebuild signals and provide pedestrian facilities.
Nolensville Pike and Harding Place	Replace signal back plates on all signal heads
Nolensville Pike and Old Hickory Boulevard	Install vehicle detection and implement new signal timings. Update pedestrian facilities.
Lebanon Pike and Andrew Jackson Parkway	Updates pedestrian facilities, install signal backplates and provide right turn signal for all approaches.
Stewarts Ferry Pike and McCrory Creek Road	Replace damaged guardrail, install signal backplates, install additional signage, and replace signal head.
McGavock Pike and Elm Hill Pike	Rebuild signal, provide radio interconnect, update signal timing, and install additional signage.
Bell Road and Hickory Hollow Parkway	Resurface intersection, extend sidewalk, and construct concrete island. Provide pedestrian facilities. Convert shared lane to thru only and update signal phasing.
21st Avenue and Church Street	Rebuild signal and provide pedestrian facilities. Convert shared lane to right turn only and update signal phasing. Install raised island and install additional signage.
Church Street and 18th Avenue	Rebuild signal, resurface intersection, and provide pedestrian facilities. Install additional signage and update signal timing.
20th Avenue and Terrace Place	Add metered parking spaces and remove existing lane markings.
Stewarts Ferry Pike and Bell Road/Blackwood Drive	Resurface intersection and rebuild signal.
Shute Lane and Saundersville Road	Resurface southbound approach and rework drainage in intersection. Install overhead "prepare to stop when flashing" sign with warning beacons on the southbound approach. Install signal interconnection.
Vietnam Veterans Boulevard and Conference Drive	Update pedestrian facilities, reapply pavement markings, and install additional signage.
Murfreesboro Pike and Hamilton Church Road	Remove raised median and install eastbound dual left turn lanes. Rebuild signal, provide pedestrian facilities and extend sidewalk. Reapply pavement markings, update signal phasing, and install additional signage.
Bell Road and Murfreesboro Pike	Reapply pavement markings, replace signal heads, and install overhead advanced land control signage.
21st Avenue and Acklen Avenue	Provide access management and install LED "right lane must turn right" message signs.
Nolensville Pike and Thompson Lane	Add eastbound dual left turn lanes and resurfacing intersection. Rebuild signal with vehicle detection, provide pedestrian facilities, and update signal phasing and timing. Provide access management.
Elm Hill Pike and Royal Parkway/Emery Drive	Rebuild signal, install pedestrian facilities, and install overhead flashing beacons with "prepare to stop when flashing" sign. Resurface intersection and rework drainage.
Dickerson Pike and Ewing Drive/Broadmoor Drive	Provide access management and update pedestrian facilities. Relocate signal equipment from utility pole in island.
Old Hickory Boulevard and Edmondson Pike	Add northbound right turn lane and reconstruction existing retaining wall. Update pedestrian facilities and signal phasing.
Old Hickory Boulevard and Highway 70 S	Add westbound right turn lane and provide access management. Update pedestrian facilities and signal phasing.
Gallatin Pike and Conference Drive	Increase eastbound right turn lane length and resurface intersection. Rebuild signal with pedestrian facilities and provide sidewalk. Install advanced warning "prepare to stop when flashing" with warning beacon.
Charlotte Avenue and White Bridge Pike	Rebuild signal and update pedestrian facilities.
Nolensville Pike & Haywood Lane	Rebuild signal, provide pedestrian facilities, and update signal timing and phasing. Construct sidewalk and retaining wall. Reapply pavement markings and provide additional signage.
Nolensville Pike and Edmondson Pike/Wallace Road	Rebuild signal, provide pedestrian facilities, and extend sidewalk. Update signal timing and phasing. Install raised island for eastbound approach.
Mt View Parkway and Crossings Boulevard	Rebuild signal and provide pedestrian facilities. Construct westbound right turn lane and stall concrete island. Install additional signage and update signal phasing. Trim vegetation where needed.
Haywood Lane and Apache Trail	Provide access management and reapply pavement markings. Rebuild signal and provide signal ahead warning signs with flashers. Update signal phasing and provide additional signage.

EXHIBIT "A" FOR AMENDMENT 1**CONTRACT #:** 080119**PROJECT IDENTIFICATION #:** 111335.00**FEDERAL PROJECT #:** STP-M-9312(86)**STATE PROJECT #:** 19LPLM-F3-027

PROJECT DESCRIPTION: Construct/install safety improvements at up to 30 signalized intersections county wide. Improvements include signal improvements, markings, guardrails, etc.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Intersection Improvements

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STP	80	0	20	\$50,000.00
PE-DESIGN	STP	80	0	20	\$856,250.00
RIGHT-OF-WAY	STP	80	0	20	\$1,406,250.00
CONSTRUCTION	STP	80	0	20	\$4,800,000.00
TDOT ES	STP	80	0	20	\$200,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

RESOLUTION NO. RS2012-508

A resolution approving Amendment Number 1 to an intergovernmental agreement between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County for funding for various intersections improvements Pin Number 111335.00.

WHEREAS, in RS2008-509, the Metropolitan County Council approved an intergovernmental agreement between the State of Tennessee, Department of Transportation ("TDOT"), and The Metropolitan Government for funding for Preliminary Engineering phase of various intersection improvements with an estimated cost of \$1,125,000.00 Pin Number 111335.00 (the "Agreement"); and,

WHEREAS, the language of agreement Pin No. 111335.00 dated is deleted in November 20, 2008 in its entirety and replaced with Amendment Number. One (1); and,

WHEREAS, Amendment Number One (1) will approve the PE NEPA, PE-Design, Right -of- Way, Construction, and TDOT Engineering Services phases for the various intersection improvements with an estimated cost of \$7,312,550.00 with an estimated completion date of December 31, 2017 under Pin No. 111335.00; and,

WHEREAS, under Amendment Number One (1) the federal participation through the State for various intersection improvements estimate is \$5,850,040.00 under Pin No. 111335.00; and

WHEREAS, under Amendment One (1) Metro's participation for various intersection improvements estimate is \$ 1,462,510.00 under Pin No. 111335.00; and

WHEREAS, Tennessee Code Annotated, Section 12-9-104(b) authorizes the Metropolitan Government of Nashville and Davidson County to enter into intergovernmental with the State of Tennessee by resolution; and ,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that Amendment Number One (1) to the Agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section1. That Amendment Number One(1) to the Agreement between TDOT and The Metropolitan Government, the language of agreement Pin. 111335.00 dated November 20,2008 is hereby deleted in its entirety and replaced with Amendment One (1) which is attached here to and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

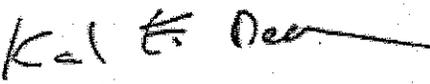
Section2. That any funds obtained by the Metropolitan Government pursuant to this intergovernmental agreement shall be appropriated to and by the Metropolitan Department of Public Works based on revenues estimated to be received and any match be applied.

Section3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Phil Claiborne, Jason Potts, Lonnell Matthews

Attachment(s) on file in the Metropolitan Clerk's Office

LEGISLATIVE HISTORY	
Referred to:	Budget & Finance Committee Public Works Committee
Introduced:	December 4, 2012
Adopted:	December 4, 2012

Approved:	December 5, 2012
By:	

[Agenda](#) | [Minutes](#) | [Resolutions](#) | [Ordinances](#) | [Boards & Commissions](#)
[Charitable Solicitations](#) | [Lobbyists](#) | [Committee Meeting Schedule](#) | [Home](#)

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Send comments or suggestions to the metro.clerk@nashville.gov
Send error reports to webmaster@nashville.gov
2005; Metropolitan Government of Nashville and Davidson County
Last Modified 12/11/2012 11:38:12

A resolution approving a grant between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Public Works Department, for an intersection improvement program. Agreement No. 080119 and Project Identification No. 111335.00.

WHEREAS, the State of Tennessee, Department of Transportation, has awarded a grant in an amount not to exceed \$1,125,000.00 with no required cash match to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Public Works Department, for an intersection improvement program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the State of Tennessee, Department of Transportation, in an amount not to exceed \$1,125,000.00, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Public Works Department, for an intersection improvement program, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized the execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Public Works Department, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

for Mark Macy
Billy Lynch, Director
Department of Public Works

INTRODUCED BY:

John L. ...
John L. ...

Members of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Rich M. Riebeling
Rich Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Joseph P. ...
Metropolitan Attorney

Agreement Number: 080119

Project Identification Number: 111335.00

CFDA#: 20.205

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of November, 2008 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and The Metropolitan Government of Nashville Davidson County (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Intersection Improvements

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

	Responsible Party	Funding Provided by: Agency or Project
Environmental Clearance by:	Agency	Project
Design by:	Agency	Project

responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

B.7 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.8 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into or any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts,

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) The Agency certifies, by its signature hereunder, that it has no contractual arrangement with a third party that will conflict with or negate this agreement in any manner whatsoever.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written

RECOMMENDED BY:

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

John W. Lynch
John W. Lynch, Director
Department of Public Works

Gerald F. Nicely
Gerald F. Nicely
Commissioner

APPROVED AS TO AND
AVAILABILITY OF FUNDS

APPROVED AS TO FORM AND
LEGALITY

Richard M. Reibeling
Richard M. Reibeling, Director
Department of Finance

John H. Reinbold
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND
LEGALITY

Justin P. Mill
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: *Karl Dean*
Karl Dean
Metropolitan Mayor

LOCAL PROGRAMS DEVELOPMENT OFFICE

ATTEST, this 28th day
Of October, 2008

BY: *Marilyn S. Swing*
Marilyn S. Swing
Metropolitan Clerk *PS 2008-509*

APPROVED AS TO RISK AND INSURANCE

By: *B. CW*
Director of Insurance

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. BS2008-509

A resolution approving a grant between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Public Works Department, for an intersection improvement program. Agreement No. 080119 and Project Identification No. 111335.00.

Introduced OCT 21 2008

Amended _____

Adopted OCT 21 2008

Approved OCT 28 2008

By K. I. F. M.
Metropolitan Mayor

2008 OCT 13 PM 4:15

FILED
METROPOLITAN
CLERK