PARTICIPATION AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENT CONSTRUCTION

THIS AGREEMENT is entered into by and between CBR 300 2nd Avenue, LLC, a Tennessee limited liability company ("C.B. Ragland"), and the Metropolitan Government of Nashville and Davidson County ("Metro"), by and through the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT"), with respect to reconstruction of a sidewalk located at and between the intersections of 2nd Avenue South and Korean Veterans Boulevard, and 2nd Avenue South and Molloy Street.

WHEREAS, C.B. Ragland and NDOT desire to reconstruct the portion of sidewalk located at and between the intersections of 2nd Avenue South and Korean Veterans Boulevard, and Second Avenue South and Molloy Street, in order to make said sidewalk compliant with American with Disabilities Act ("ADA") standards ("the Project"); and,

WHEREAS, the Project is estimated to cost \$304,275 ("Project Costs"); and,

WHEREAS, NDOT has agreed to contribute up to \$304,275 of the Project Costs to C.B. Ragland to complete the work; and,

WHEREAS, C.B. Ragland has agreed to pay for any costs beyond the Project Costs; and,

WHEREAS, completion of the Project will bring the sidewalk into compliance with the ADA, which is in the overall best interest of the parties and the general public; and,

WHEREAS, the parties desire to work together to complete the Project.

NOW, THEREFORE, C.B. RAGLAND AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK: The parties agree to the scope of work set forth in the Plans attached hereto as Exhibit A and incorporated herein.

II. TERMS AND CONDITIONS:

- A. C.B. Ragland shall be solely responsible for the design and construction of the Project.
- B. All materials and methods used to construct the Project shall be in keeping with NDOT standards and specifications and shall be subject to the reasonable approval of NDOT. C.B. Ragland shall supervise the Project work.

- C. C.B. Ragland will notify NDOT of the date the Project work is initiated and NDOT will have the right to inspect all fill work to ensure compliance with NDOT's standards and approved plans.
- D. C.B. Ragland agrees to hold harmless, indemnify, and defend the Metropolitan Government, its officers, agents, and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of C.B. Ragland, its officers, employees, and/or agents, including any sub or independent contractors, in connection with the performance of this Agreement. C.B. Ragland shall indemnify the Metropolitan Government against all costs and expenses, including, without limitation, reasonable fees and expenses for attorneys, court costs, expert witnesses and other consultants, incurred by the Metropolitan Government in the event any such is needed to enforce any obligation under this Agreement. The Metropolitan Government will not indemnify, defend or hold harmless in any fashion C.B. Ragland from any claims arising from any failure, regardless of any language in any other document C.B. Ragland may provide.
- E. C.B. Ragland will regularly provide NDOT with reports regarding the Project work.
- F. Upon completion of the Project, NDOT shall be responsible for the ongoing maintenance of the sidewalk.

III. COSTS:

- A. NDOT agrees to contribute up to \$304,275 of the Project Costs to C.B. Ragland, provided that in no event will NDOT's level of participation exceed \$304,275. Such contribution shall be paid to C.B. Ragland within 30 days of completion of the Project.
- B. C.B. Ragland agrees to pay any costs over and above the \$304,275 in Project Costs provided by NDOT.

IV. MISCELLANEOUS:

- A. This Agreement is subject to the approval by resolution of the Metropolitan Council.
- B. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- C. Any future amendments to this Agreement shall be approved by resolution of the Metropolitan Council.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matters arising under this Agreement shall be in the courts of Davidson County, Tennessee, and the parties hereto consent to the jurisdiction of such courts for any such legal proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

METROPOLITAN GOVERNMENT		CBR 300 2nd AVNEUE, LLC
OF NASHVILLE AND		DocuSigned by:
DAVIDSON COUNTY	By:	Mirel & W / 1
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RECOMMENDED BY:		(Signature)
Diana W. Marcon		Michael W Hayes
Diana W. Alarcon, Director		(Print Name)
Nashville Department of Transportation		
and Multimodal Infrastructure		Chief Manager
		(Title)
APPROVED AS TO AVAILABILITY OF FUND	S:	(Title)
kevin (rumbo/mju		
Kevin Crumbo, Director		
Department of Finance		
APPROVED AS TO FORM AND LEGALITY:		
Erica Haber		
Assistant Metropolitan Attorney		
1 isoistant interopontain i ttorney		
FILED IN THE OFFICE OF		
THE METROPOLITAN CLERK:		
Metropolitan Clerk		



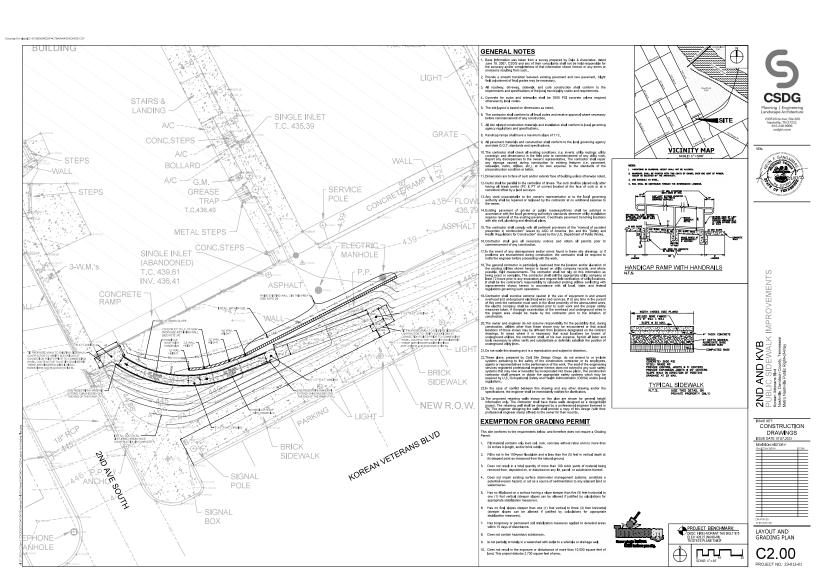


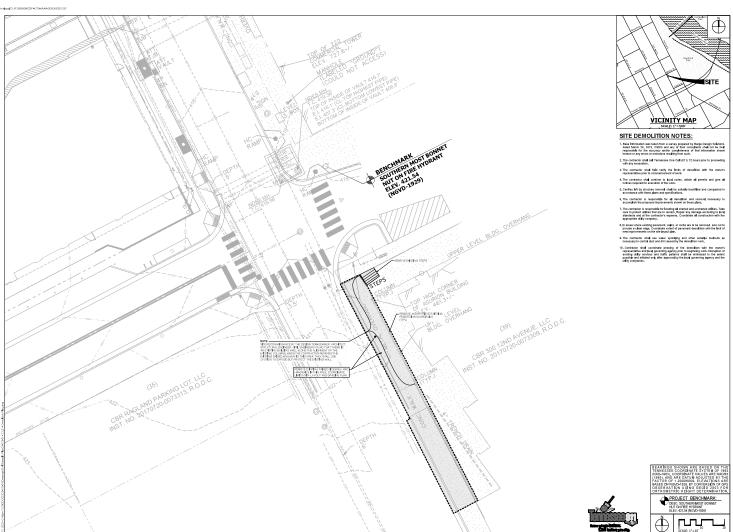
2ND AND KVB
PUBLIC SIDEWALK IMPROVEMENTS
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Marker Bright Standard.

DEMOLITION PLAN

C1.01

SCALE: 1"=20"







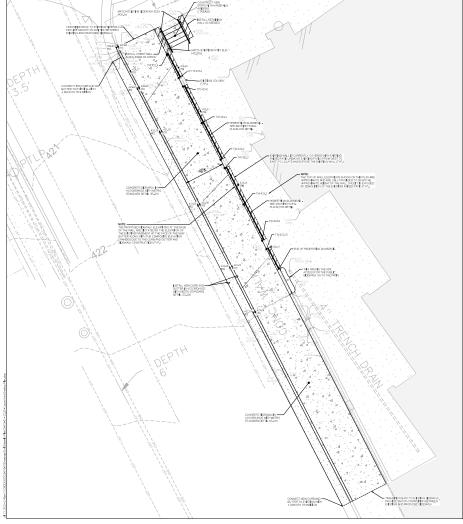


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TO MADE SIDEWALK IMPROVEMENTS
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INSTANT Foreign County
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DEMOLITION PLAN

C1.01





GENERAL NOTES

- All roadway, driveway, sidewalk, and curb construction shall conform to the requirements and specifications of the local municipality codes and requirements.
- All site related construction materials and installation shall conform to local governing agency regulations and specifications.
- . Handkap ramps shall have a maximum slope of 1:12.
- All pavement materials and construction shall conform to the local and state D.O.T. standards and specifications.
- and state B.O.T. standards and specifications.

 3. The contract or shall clieck all existing conditions, (i.e. invests, wildy exchings, usibly crossings, and dimensions) in the field prior to communication and usually value (specification) and contractions in the condition representative. The contractes shall repair sidewalks, coults, (stitles, etc.), at his own expense, to the standards of the preconstruction condition or better.
- Curbs shall be parallel to the centerline of drives. The curb shall be placed only after having all break points (PC & PT of curves) located at the face of curb or at a consistent offset by a land surveyor.
- Any work unacceptable to the owner's representative or to the local governing authority shall be repaired or replaced by the contractor at no additional expense to the owner.
- Existing pavement of private or public readways/drives shall be patched in accordance with the Jocal governing authority's standards wherever construction requires removal of the existing pavement.
- The contractor shall comply with all pertinent provisions of the "manual of accident prevention in construction" issued by AGC of America, Inc. and the "Safety and Health Regulations for Construction" issued by the U.S. Department of Public Works.
- Contractor shall give all necessary notices and obtain all permits prior to commencement of any construction.
- 15. In the event of any discrepancies and/or errors found in these site drawings, or if problems are encountered during construction, the contractor shall be required to notify the engineer before proceeding with the work.
- environment and support operations are consistent and be required to entity the engineer being proceeding with two processing with two processing with two processing with two processing control of the second contractor is extended as a consistent of the second control of the control of the
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 17. The course and emphase do not secure responsibly by or the proceeding that claring consistents, suffers either than those secure may be accountered or that entitle processions of those shown may be different from locations degraded on the contrast degraded on the contrast degraded on the contrast degraded on the contrast degraded and the contrast degraded and the contrast degraded in the contrastent of the co
- 20. These plans, prepared by Cail Site Design Group, do not extend to or include systems personning to the safety of the construction contractor or its employees, agents or representatives in the performance of the work, the said of the agent or representatives in the performance of the work, the said of the any such safety systems that they may be represented in the same any such safety systems that they may not hereafter to incorporated into these plans. The construction construct shall present or orbitant hest propriets safety systems which may be required by 10.5. Occupational Safety and Health Administration (SSH4) and the old regulations.
- In the case of conflot between this drawing and any other drawing and/or the specifications, the engineer shall be immediately notified for clarification.

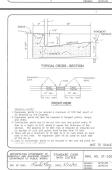
EXEMPTION FOR GRADING PERMIT

- This site conforms to the requirements below, and therefore does not require a Grading Permit:
- Fill is not in the 100-year foodplain and is less than five (5) feet in vertical depth at its deepest point as measured from the natural ground.
- Does not result in a total quantity of more than 100 cubic yards of material being removed from, deposited on, or disturbed on any lot, parcel, or subdivision thereof.
- Does not impair existing surface stormwater management systems, constitute a potential erosion hazard, or act as a source of sedimentation to any adjacent land or watercourse.
- Has no fill placed on a surface having a slope steeper than five (5) feet hericontal to one (1) foet vertical (steeper slopes can be allowed if justified by calculations for appropriate stabilization measures).
- Has no final slopes steeper than one (1) foot vertical to three (3) feet horizontal (steeper slopes can be allowed if justified by calculations for appropriate stabilization measures).
- Does not contain hazardous substances.
 Is not partially or totally in a watershed with outlet to a sinkhole or drainage well.
- Does not result in the exposure or disturbance of more than 10,000 square feet of land. This project disturbs 710 square feet of area.



VICINITY MAP









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LAYOUT AND GRADING PLAN C2.00

IMPROVEMENTS

2ND AND MOLLOY
PUBLIC SIDEWALK IMPRO
113 Maley Steet SIDEWALK IMPRO
113 Maley Steet Steet Superviv. Temessee
May 52-05. Pared 350.00

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