

**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:

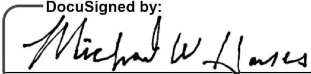
- A. This Agreement is subject to the approval by resolution of the Metropolitan Council.
- B. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- C. Any future amendments to this Agreement shall be approved by resolution of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

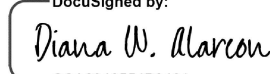
D. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matters arising under this Agreement shall be in the 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
OF NASHVILLE AND
DAVIDSON COUNTY

CBR 300 2nd AVNEUE, LLC

By: 
(Signature)

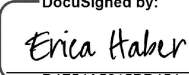
RECOMMENDED BY:

Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

Michael W Hayes
(Print Name)

Chief Manager
(Title)

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

FILED IN THE OFFICE OF
THE METROPOLITAN CLERK:

Metropolitan Clerk

GENERAL NOTES

DEFINITIONS AND CODE REFERENCE

1. ALL CONSTRUCTION SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2015 EDITION.
2. VERIFY EXISTING CONDITIONS AND ALL DIMENSIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY UPON DISCOVERY. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. VERIFY ALL EXISTING CONDITIONS AND ALL DIMENSIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY UPON DISCOVERY. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
4. DO NOT SCALE STRUCTURAL DRAWINGS AND FOR LOCATION OF EXISTING UTILITIES (ELECTRIC, GAS, WATER, SEWER, TELEPHONE, CABLE, ETC.) REFER TO THE APPROPRIATE UTILITY RECORDS AND ELECTRICAL DRAWINGS.

ASSUMPTIONS

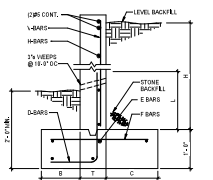
1. FOUNDATION DESIGN IS BASED ON THE FOLLOWING ASSUMPTIONS. A GEOTECHNICAL ENGINEER SHALL BE EMPLOYED PRIOR TO THE START OF CONSTRUCTION TO INVESTIGATE SUBSURFACE CONDITIONS. IF THE GEOTECHNICAL REPORT INDICATES THAT THESE ASSUMPTIONS ARE INCORRECT, PLEASE NOTIFY ENGINEER IMMEDIATELY.
2. INDIVIDUAL FOOTINGS ARE DESIGNED TO BEAR ON UNIFORM SOIL CAPABLE OF SUPPORTING 2000 PSF. CONTIGUOUS FOOTINGS ARE DESIGNED TO BEAR ON SOIL CAPABLE OF SUPPORTING 2000 PSF. DESIGN ASSUMES DIFFERENTIAL AND TOTAL SETTLEMENT ARE WITHIN ACCEPTED TOLERANCES FOR THE TYPE OF CONSTRUCTION INTENDED.
3. RETAINING WALLS ARE DESIGNED FOR LATERAL PRESSURES.

REINFORCED CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318).
2. REINFORCING STEEL SHALL BE DEFORMED BARS WITH A 45° GRADE END.
3. MATERIAL PROPERTIES - CONCRETE

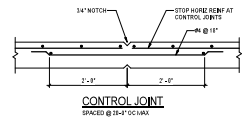
Class	Exposure	f _c (ksi)	f _y (ksi)	Mod. of Elasticity (ksi ²)	Max. Comp. Strain	Max. Tens. Strain	Min. Clear. Cover (in.)
1	Normal	4,000	60,000	4,191,000	0.002	0.0015	2"
2	Exposure	4,000	60,000	4,191,000	0.002	0.0015	3"

3. Exposure class shall be F0, F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20, F21, F22, F23, F24, F25, F26, F27, F28, F29, F30, F31, F32, F33, F34, F35, F36, F37, F38, F39, F40, F41, F42, F43, F44, F45, F46, F47, F48, F49, F50, F51, F52, F53, F54, F55, F56, F57, F58, F59, F60, F61, F62, F63, F64, F65, F66, F67, F68, F69, F70, F71, F72, F73, F74, F75, F76, F77, F78, F79, F80, F81, F82, F83, F84, F85, F86, F87, F88, F89, F90, F91, F92, F93, F94, F95, F96, F97, F98, F99, F100.
4. LAP SPACES FOR REINFORCING BARS SHALL BE CLASS B BY ACCORDANCE WITH ACI 318 UNLESS NOTED OTHERWISE.
5. THE LONGITUDINAL REINFORCING STEEL IN BEAMS, WALLS, AND FOOTINGS SHALL BE CONTINUOUS AROUND CORNERS. SEE TYPICAL DETAILS.
6. CLEAR CONCRETE COVER FOR REINFORCING STEEL:
 - WALLS: 2" EXTERIOR FACES
 - FOOTINGS: 2" EXTERIOR FACES
 - 2" CAST AGAINST GROUND
7. CONCRETE WALLS AND BEAMS SHALL BE REINFORCED AROUND ALL OPENINGS WITH #4 BARS IN EACH FACE ON ALL SIDES AND AT LEAST 2'-0" FROM THE OPENING UNLESS SHOWN OTHERWISE.
8. MECHANICAL VIBRATORS SHALL VIBRATE ALL CONCRETE.
9. CHAIRS AT EXPOSED CORNERS OF BEAMS, COLUMNS AND WALLS 24 INCH.

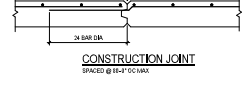


W	H	D	E	F	G	V
6'-0"	12'-0"	1'-0"	1'-0"	1'-0"	1'-0"	1'-0"

1 RETAINING WALL
SCALE: 1" = 1'-0"

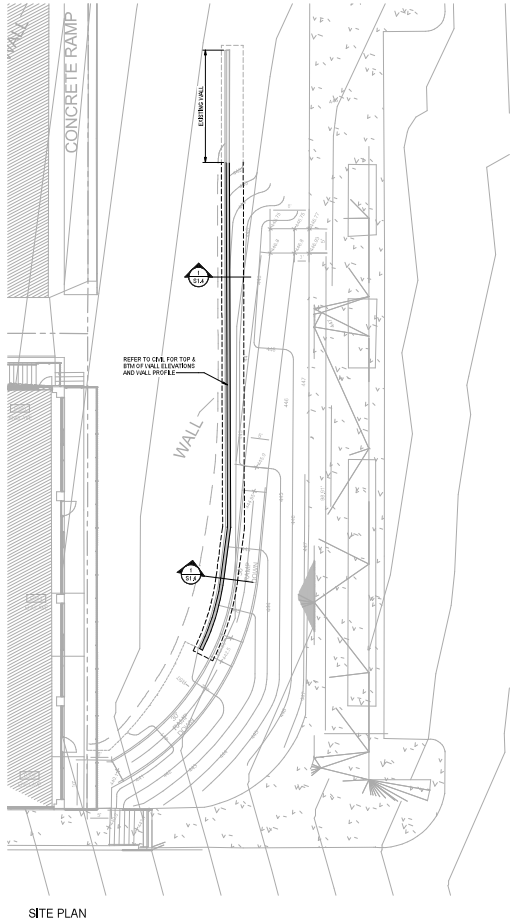


CONTROL JOINT
SPACED @ 18'-0" OC MAX



CONSTRUCTION JOINT
SPACED @ 18'-0" OC MAX

2 TYPICAL WALL JOINTS
SCALE: NONE



SITE PLAN
SCALE: 1/8" = 1'-0"

- NOTES:
- 1) TOP OF EXTERIOR FTD, + F.F.E., +1'-4" BELOW EXTERIOR GRADE.
 - 2) THE CONTRACTOR SHALL COORDINATE ANY UNDER-DRAINING CONDUITS OR ANY UTILITY PIPES TO BE PLACED PRIOR TO ANY CONSTRUCTION. REPORT ANY CONFLICT TO ENGINEER IMMEDIATELY.



CONSTRUCTION DOCUMENTS

300 SECOND AVE SOUTH
300 SECOND AVENUE SOUTH
NASHVILLE, TN 37201

REV	DATE	DESCRIPTION

DATE: 08/23/2023

S1.4