

PARTICIPATION AGREEMENT
FOR
PUBLIC INFRASTRUCTURE IMPROVEMENT CONSTRUCTION

THIS AGREEMENT is entered into by and between SP Church Project, LLC, a Tennessee limited liability company, ("SP") and The Metropolitan Government of Nashville and Davidson County, acting through the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT") with respect to the sidewalk repairs on Church Street, all of which is more particularly described herein.

WHEREAS, SP and NDOT desire to fill the existing void beneath the Church Street sidewalk spanning from Rosa L. Parks Boulevard to the viaduct on 9th Avenue North (the "Project"); and,

WHEREAS, the Project is estimated to cost \$150,000 (the Project Costs); and

WHEREAS, SP and NDOT have each agreed to pay fifty percent (50%) of the Project Costs; and,

WHEREAS, the completion of the Project will stabilize the Church Street sidewalk, which is a benefit to both parties and the general community of Metropolitan Nashville and Davidson County, Tennessee; and,

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

NOW, THEREFORE, SP AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

The scope of work for the Project consists of filling in the tunnel beneath the Church Street sidewalk spanning from Rosa L. Parks Boulevard to the viaduct on 9th Avenue North and restoring this section of the Church Street sidewalk to at least as good a condition as the sidewalk's condition at the time the Project work commenced.

II. TERMS AND CONDITIONS:

- A. SP 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. SP will supervise the Project work.
- C. SP 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 the approved plans.
- D. SP shall furnish NDOT with a letter of credit guaranteeing satisfactory completion of the Project work equal to SP's share of the Project Costs prior to the execution of this agreement.
- E. SP will regularly provide NDOT with reports regarding the Project work.

- F. Upon the completion of the Project, NDOT will be responsible for the ongoing maintenance of the sidewalk and the fill material beneath the sidewalk.

III. COSTS:

- A. SP agrees to pay for fifty percent (50%) of the Project Costs.
- B. NDOT agrees to reimburse SP for the remaining fifty percent (50%) of the Project Costs, provided that in no event will NDOT's level of participation exceed \$75,000. Such reimbursement shall be paid to SP within 30 days of the completion of the Project.

MISCELLANEOUS:

- A. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- B. Any amendment to this Agreement may be approved by resolution of the Metropolitan Council.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall 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 hereby consent to the jurisdiction of such courts for any such legal proceedings.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

RECOMMENDED BY:

Faye DiMassimo/Sew
Faye DiMassimo
Interim Director
Nashville Department of Transportation and
Multimodal Infrastructure

APPROVED AS TO
AVAILABILITY OF FUNDS:

Kelly Flannery/mjw
Director of Finance *TF*

[Signature]
SP Church Project, LLC

By: Jason Schiffman

Title: Manager

APPROVED AS TO
FORM AND LEGALITY:

Tara M. Ladd
Metropolitan Attorney

Metropolitan Government of
Nashville and Davidson County

By: _____

Title: _____