

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 01/20/26

Resolution



Ordinance

Contact/Prepared By: Tesha ChambersDate Prepared: 12/03/25Title (Caption): Safe Streets for All (SS4A) 2023 Grant Award Amendment1-RS2025-1610 to be updated with language in 6.8.3 & Section 1.1a

The new updates to the SS4A Grant Agreement Template, Terms and Conditions and Exhibits are based on the recent November 4 Order (California v. Duffy)

declaring DOT's grant agreement immigration enforcement condition unlawful and ordering it vacated from all grant agreements administered by DOT.

Also, changes have been made to update Section 1.1(a) from March 17, 2025 to November 4, 2025.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: NDOT Requested By: Tesha ChambersAffected Department(s): NDOT Affected Council District(s): 27,30, 26,16,17**Legislative Category (check one):**

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 0.00
Funding Source:

- ☐ Capital Improvement Budget
- ☐ Capital Outlay Notes
- ☐ Departmental/Agency Budget
- ☐ Funds to Metro
- ☐ General Obligation Bonds
- ☐ Grant
- ☐ Increased Revenue Sources

Match: \$ \$ 0.00

- ☐ Judgments and Losses
- ☐ Local Government Investment Project
- ☐ Revenue Bonds
- ☐ Self-Insured Liability
- ☐ Solid Waste Reserve
- ☐ Unappropriated Fund Balance
- ☐ 4% Fund
- ☐ Other: _____

Approved by OMB: Aaron Pratt

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: Juanita Paulsen

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures
 ☐ Copies
 ☐ Backing
 ☐ Legislative Summary
 ☐ Settlement Memo
 ☐ Clerk Letter
 ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: Safe Streets and Roads for All 24-29 Amend 1

Department: PUBLIC WORKS

Grantor: U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Tesha Chambers
6261369

Status: AMENDMENT

Program Description:

Amendment 1 is to amend RS2025-1610 with updated language in 6.8.3 and Section 1.1a. The improvements along Nolensville Pike will address safety issues related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and the lack of crossing locations present throughout the project area.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/> Application <input type="radio"/> Award Acceptance <input type="radio"/> Contract Amendment <input checked="" type="radio"/>											
Department		Dept. No.		Contact				Phone		Fax	
PUBLIC WORKS		042		Tesha Chambers				6261369			
Grant Name:		Safe Streets and Roads for All 24-29 Amend 1									
Grantor:		U.S. DEPARTMENT OF TRANSPORTATION						Other:			
Grant Period From:		12/30/23		(applications only) Anticipated Application Date:							
Grant Period To:		12/30/28		(applications only) Application Deadline:							
Funding Type:		FED DIRECT		Multi-Department Grant <input type="checkbox"/>				If yes, list below.			
Pass-Thru:				Outside Consultant Project: <input type="checkbox"/>							
Award Type:		COMPETITIVE		Total Award:				\$0.00			
Status:		AMENDMENT		Metro Cash Match:				\$0.00			
Metro Category:		Est. Prior.		Metro In-Kind Match:				\$0.00			
CFDA #		20.939		Is Council approval required?				<input checked="" type="checkbox"/>			
Project Description:						Applic. Submitted Electronically?		<input checked="" type="checkbox"/>			
Amendment 1 is to amend RS2025-1610 with updated language in 6.8.3 and Section 1.1a. The improvements along Nolensville Pike will address safety issues related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and the lack of crossing locations present throughout the project area.											
Plan for continuation of service after expiration of grant/Budgetary Impact:											
N/A											
How is Match Determined?											
Fixed Amount of \$				or		20.0%		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:											
For this Metro FY, how much of the required local Metro cash match:											
Is already in department budget?				Yes				Fund		40022 Business Unit 42407022	
Is not budgeted?								Proposed Source of Match:		CSP	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)											
Other:											
Number of FTEs the grant will fund:				0.00		Actual number of positions added:				0.00	
Departmental Indirect Cost Rate				14.79%		Indirect Cost of Grant to Metro:				\$2,412,539.33	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No				% Allow. 0.00%		Ind. Cost Requested from Grantor:				\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)											
Draw down allowable? <input type="checkbox"/>											
Metro or Community-based Partners:											

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24	\$2,609,914.40	\$0.00	\$0.00	\$652,478.60	40022, 42407022	\$0.00	\$3,262,393.60	\$482,507.87	\$0.00
Yr 2	FY25	\$2,609,914.40	\$0.00	\$0.00	\$652,478.60	40022, 42407022	\$0.00	\$3,262,393.60	\$482,507.87	\$0.00
Yr 3	FY26	\$2,609,914.40	\$0.00	\$0.00	\$652,478.60	40022, 42407022	\$0.00	\$3,262,392.60	\$482,507.87	\$0.00
Yr 4	FY27	\$2,609,914.40	\$0.00	\$0.00	\$652,478.60	40022, 42407022	\$0.00	\$3,262,392.60	\$482,507.87	\$0.00
Yr 5	FY28	\$2,609,914.40	\$0.00	\$0.00	\$652,478.60	40022, 42407022	\$0.00	\$3,262,392.60	\$482,507.87	\$0.00
Total		\$13,049,572.00	\$0.00	\$0.00	\$3,262,393.00	40022, 42407022	\$0.00	\$16,311,965.00	\$2,412,539.33	\$0.00
	Date Awarded:			12/15/25	Tot. Awarded:	\$0.00	Contract#:	693JJ32640018		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

JP

Resolution No. _____

A resolution approving amendment one to a Safe Streets for All grant from the U.S. Department of Transportation to the Metropolitan Government, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), to address safety issues along Nolensville Pike related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and lack of crossing locations present throughout the project area.

WHEREAS, the Metropolitan Government, acting by and through the NDOT, previously entered into a grant agreement with the U.S. Department of Transportation, to address safety issues along Nolensville Pike related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and lack of crossing locations present throughout the project area approved by RS2025-1610; and,

WHEREAS, the parties wish to amend that grant agreement to update language in Article 6 Special Grant Terms – 6.8.3 to reflect the California v. Duffy order declaring the Department of Transportation's (DOT) grant agreement regarding immigration enforcement unlawful and ordering it vacated from all grant agreements administered by the DOT and 1.1a General Terms and Conditions to change the date to November 4, 2025, a copy of which amendment one is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved.

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

Section 1. That amendment one to the grant by and between the U. S. Department of Transportation and the Metropolitan Government, acting by and through NDOT, to address safety issues along Nolensville Pike related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and lack of crossing locations present throughout the project area, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/MPW
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Abby Greer
Assistant Metropolitan Attorney

Member(s) of Council

- | | | | | | | | | | | | | |
|--|--|---|----------------|-----------------|------------------|----------------|----------------------|--------|--------------|--------|--------|-----------------|
| <p>1. Federal Award No.
693JJ32640018</p> | <p>2. Effective Date
See No. 16 Below</p> | <p>3. Assistance Listings No.
20.939</p> | | | | | | | | | | |
| <p>4. Award To
Metropolitan Government of Nashville-Davidson County
1 Public Square
Nashville, TN 37201-5007</p> <p>Unique Entity Id.: LGZLHP6ZHM55
TIN No.: 62-0694743</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> | | | | | | | | | | | |
| <p>6. Period of Performance
Effective Date of Award – 60 months</p> | <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Federal Share:</td> <td style="text-align: right;">\$13,049,572.00</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$3,262,393.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$16,311,965.00</td> </tr> </table> | | Federal Share: | \$13,049,572.00 | Recipient Share: | \$3,262,393.00 | Other Federal Funds: | \$0.00 | Other Funds: | \$0.00 | Total: | \$16,311,965.00 |
| Federal Share: | \$13,049,572.00 | | | | | | | | | | | |
| Recipient Share: | \$3,262,393.00 | | | | | | | | | | | |
| Other Federal Funds: | \$0.00 | | | | | | | | | | | |
| Other Funds: | \$0.00 | | | | | | | | | | | |
| Total: | \$16,311,965.00 | | | | | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021)</p> | | | | | | | | | | | |
| <p>10. Procurement Request No.
HSA240246PR</p> | <p>11. Federal Funds Obligated
Base Phase: Pre NEPA-Project–
\$3,271,344.00</p> | | | | | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 5.</p> | <p>13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.
41010.61006600</p> | | | | | | | | | | | |

14. Description of the Project

The “We Are Nolensville Pike” project involves constructing improvements along Nolensville Pike to address safety issues related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and the lack of crossing locations present throughout the project area in all three phases. This project is phased agreement and will include an Emergency Vehicle Preemption demonstration project on Gallatin Pike in the base phase.

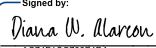
RECIPIENT

15. Signature of Person Authorized to Sign

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH THE NASHVILLE
DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE

DATE: _____
Freddie O’Connell, Mayor
The Metropolitan Government of Nashville
and Davidson County

RECOMMENDED BY:

Signed by:

AC74F1CC700F4DA... _____
DATE: 12/4/2025
Diana W. Alarcon, Director
Nashville Department of Transportation and
Multimodal Infrastructure

APPROVED AS TO AVAILABILITY
OF FUNDS:

DATE: _____
Director of Finance
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DATE: _____
Assistant Metropolitan Attorney

ATTEST:

DATE: _____
Metropolitan Clerk

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

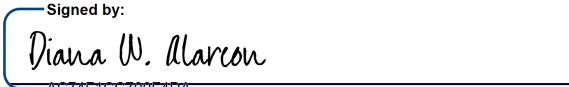
Signature _____ Date _____
Name: Ryan Buck
Title: Agreement Officer

SIGNATURE PAGE
FOR
GRANT NO. 693JJ32640018

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:


AC74F1CC700F4DA...
Diana W. Alarcon
Director, Nashville Department of
Transportation and Multimodal Infrastructure

12/4/2025
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Jenneen Reed
Director Department of Finance

1/6/2026 | 10:09 PM CST
Date

APPROVED AS TO RISK AND INSURANCE:


Director of Insurance

1/7/2026 | 8:15 AM CST
Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

1/7/2026 | 8:02 AM CST
Date

FILED:

Metropolitan Clerk

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Metropolitan Government of Nashville-Davidson County (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the We Are Nolensville Pike Project.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: We Are Nolensville Pike

Application Date: 7/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$13,049,572.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Project 1: Gallatin Pike Emergency Vehicle Demo Project		
Base Phase: Pre-NEPA	\$10,345.00	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Design, Utility, and Right-of-Way (if applicable)	\$82,760.00	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$206,900	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Project 2:	We are Nolensville Pike (Nolensville Pike Corridor Project)	
Base Phase: Pre-NEPA	\$3,260,999	
Option Phase 1: Final Design, Right-of-Way, and Utility Relocation	\$2,245,628.80	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$7,242,939.20	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

Base Phase: Effective Date of Award – October 31, 2027

Option Phase 1: RESERVED

Option Phase 2: RESERVED

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The projects will be completed in three phases as follow:

Project 1: Gallatin Pike Demo Project

- Base Phase:

The base phase will perform the necessary environmental studies and preliminary design activities, as defined in FHWA Order 6640.1A, needed to determine project alternatives and obtain a NEPA determination. This may include but is not limited to surveys, engineering studies, geotechnical work, preliminary engineering, environmental justice analysis, public involvement, obtain permits, design exceptions, guardrail layouts, existing property lines, title and deed research, grading plans, ditch designs, intersection design/configuration improvements, quantity estimates, traffic control plans, etc.]

- Option Phase 1:

Activities for the final design and right of way phase may include but are not limited to: Develop final construction plans, acquire any necessary right-of-way or easements, and conduct necessary utility coordination and applicable utility relocation activities.

- Option Phase 2:

Activities for the construction phase may include but are not limited to: Bid preparation, solicit for Construction Engineering and Inspection (CEI) services, construction bidding, hold pre-construction meetings, construct the project, and perform project closeout activities.

Project 2: We are Nolensville Pike (Nolensville Pike Corridor Project)

- Base Phase:

The base phase will perform the necessary environmental studies and preliminary design activities, as defined in FHWA Order 6640.1A, needed to determine project alternatives and obtain a NEPA determination. This may include but is not limited to surveys, engineering studies, geotechnical work, preliminary engineering, environmental justice analysis, public involvement, obtain permits, design exceptions, guardrail layouts, existing property lines, title and deed research, grading plans, ditch designs, intersection design/configuration improvements, quantity estimates, traffic control plans, etc.]

- Option Phase 1:

Activities for the final design and right of way phase may include but are not limited to: Develop final construction plans, acquire any necessary right-of-way or easements, and conduct necessary utility coordination and applicable utility relocation activities.

- Option Phase 2:

Activities for the construction phase may include but are not limited to: Bid preparation, solicit for Construction Engineering and Inspection (CEI) services, construction bidding, hold pre-construction meetings, construct the project, and perform project closeout activities.

3.2 Project’s Estimated Schedule.

Demonstration Activity Schedule: (Gallatin Pike Emergency Vehicle Demo Project)

Milestone	Schedule Date
Planned NEPA Completion Date:	May 1, 2026
Planned Construction Start Date	November 1, 2027
Planned Evaluation Period End Date:	April 31, 2028
Planned SS4A Final Report Date:	October 31, 2028

Implementation Schedule (Construction): We are Nolensville Pike (Nolensville Pike Corridor Project)

Milestone	Schedule Date
Planned NEPA Completion Date:	May 31, 2027
Planned Construction Start Date	July 1, 2028
Planned Construction Substantial Completion and Open to Public Use Date:	January 31, 2030
Planned SS4A Final Report Date:	September 30, 2030

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$13,049,572.00
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$3,262,393.00
In-Kind Match:	\$0.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$16,311,965.00

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$140,352.00		\$140,352.00
Land, structures, rights-of-way, appraisals, etc.	\$701,759.00		\$701,759.00
Architectural and engineering fees	\$2,105,277.00		\$2,105,277.00
Project inspection fees	\$1,403,518.00		\$1,403,518.00
Site work	\$1,403,518.00		\$1,403,518.00
Demolition and removal	\$701,759.00		\$701,759.00
Construction	\$7,578,994.00		\$7,578,994.00
Miscellaneous	\$300,002.00		\$300,002.00
Contingency	\$1,976,786.00		\$1,976,786.00
Project Total	16,311,965.00		16,311,965.00

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Valeria Martinez
 Vision Zero Coordinator
 Metropolitan Government of Nashville-Davidson County
 750 S. 5th Street, Nashville TN, 37206
 615-948-8234
Valeria.martinez@nashville.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Katrina Jones	Capital Projects Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

And

Division Administrator – Tennessee
Agreement Officer’s Representative (AOR)
404 BNA Drive, Suite 508, Nashville, TN 37217
615-781-5770
Tennessee.FHWA@dot.gov

and

Sonya Baker
Tennessee Division Office Lead Point of Contact
Safety Engineer
404 BNA Drive, Suite 508, Nashville, TN 37217
615-781-5788
Sonya.Baker@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost details with the SF-270 (Request for Advance

or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on, and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.5** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any "no" responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan's safety focus includes all road users, including

pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.

- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** Pursuant to the court's preliminary injunction order in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash.), ECF No. 169 (June 3, 2025), DOT will not be imposing or enforcing the challenged conditions,* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to DOT Plaintiffs and subrecipients, or otherwise rescinding, withholding, cancelling, not processing, pausing, freezing, impeding, blocking, cancelling, terminating, delaying, or conditioning DOT funds based on such conditions to the DOT Plaintiffs or their subrecipients while subject to an injunction. Further, DOT will not require DOT Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on DOT Plaintiffs' participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place.

*The challenged conditions are:

1. "Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]";
2. "Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws";
3. "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law"; and
4. A requirement that the recipient comply with "executive orders."

- 6.9** There are no other special grant requirements.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area:

US31E/SR6/Gallatin Pike in northeast Nashville

Nolensville Pike (US31A/US41A/SR11) from McCall Street north to Haywood Lane

Baseline Measurement Date: September 1, 2027

Baseline Report Date: October 30, 2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclists, passenger vehicle occupants, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of	Within 120 days after the end of the

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	sidewalks installed, number of pedestrian crossings upgraded, etc.)	period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

x	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Metro is already promoting good-paying jobs with free and fair choice to join a union and expand strong labor standards as shown in our labor policy below:

Chapter 3.56 Metro Charter - Labor Policy

3.56.010 - Right of employees to organize - Collective bargaining

Employees of metropolitan government shall have, and be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization, or to refrain from belonging, and to bargain collectively through representatives of their own choosing on questions of wages, hours, retirement benefits and all other terms and conditions of employment for the purpose of representation free from actual interference, restraint or coercion.

Currently Metro Nashville has three (3) labor unions. The Fire Union (Fire Department), Fraternal Order of Police (Metro Nashville Police Department), and the Service Employee International Union (SEIU) for other employees.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

We comply with all local, state and federal laws regarding physical and cyber security risks relevant to transportation mode and type and scale of projects, including this project. We will appropriately consider physical and cyber security and resilience in the planning, design, and oversight of the project, as determined by the Department and the Department of Homeland Security.