

## GRANT SUMMARY SHEET

**Grant Name:** Congestion Mitigation Air Quality TDM (Phase 2) 23-25

**Department:** NDOT

**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor  
(If applicable):** TENN. DEPT. OF TRANS.

**Total Award this Action:** \$1,415,595.00

**Cash Match Amount:** \$353,899.00

**Department Contact:** Marty Sewell  
862-7218

**Status:** CONTINUATION

**Program Description:**

Nashville Connector is the region's one stop shop for commute options. The Greater Nashville Regional Council projects an additional one million people will call the region home by 2035. Our population growth is fueled by major job additions, and in just four years downtown will add 23,000 jobs. Because of our growth, Nashville drivers lose an average of 87 hours to traffic congestion a year (INRIX's 2018 Global Traffic Scorecard). We use proven TDM strategies to reduce congestion with a goal of improving air quality. Targeted marketing helps us engage residents about travel options. Consulting with large employers, we offer tailored solutions for their employees. We work with land use planners to ensure new developments incorporate facilities to reduce driving alone. To achieve these goals, we coordinate partnerships with nonprofits and transportation service providers and use technology to encourage mode shift. Continued CMAQ funding will allow us to maintain and enhance this program. Match Description: 80% Federal funding is provided as pass through by TDOT. 20% Match is provided by WeGo Public transit from their capital budget.

**Plan for continuation of services upon grant expiration:**

Apply for continued funding through federal grant program

## Grants Tracking Form

Part One							
Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
NDOT	042	Marty Sewell		862-7218			
<b>Grant Name:</b>		Congestion Mitigation Air Quality TDM (Phase 2) 23-25					
<b>Grantor:</b>		U.S. DEPARTMENT OF TRANSPORTATION		<b>Other:</b>			
<b>Grant Period From:</b>		07/16/23		<b>(applications only) Anticipated Application Date:</b>		10/22/19	
<b>Grant Period To:</b>		07/16/25		<b>(applications only) Application Deadline:</b>		10/22/19	
<b>Funding Type:</b>		FED PASS THRU		<b>Multi-Department Grant</b>		<input checked="" type="checkbox"/> <b>If yes, list below.</b>	
<b>Pass-Thru:</b>		TENN. DEPT. OF TRANS.		<b>Outside Consultant Project:</b>		<input type="checkbox"/> Match provided by WeGo public transit	
<b>Award Type:</b>		COMPETITIVE		<b>Total Award:</b>		\$1,415,595.00	
<b>Status:</b>		CONTINUATION		<b>Metro Cash Match:</b>		\$353,899.00	
<b>Metro Category:</b>		Est. Prior.		<b>Metro In-Kind Match:</b>		\$0.00	
<b>CFDA #</b>		20.205		<b>Is Council approval required?</b>		<input type="checkbox"/>	
<b>Project Description:</b>				<b>Applic. Submitted Electronically?</b>		<input type="checkbox"/>	
<p>Nashville Connector is the region's one stop shop for commute options. The Greater Nashville Regional Council projects an additional one million people will call the region home by 2035. Our population growth is fueled by major job additions, and in just four years downtown will add 23,000 jobs. Because of our growth, Nashville drivers lose an average of 87 hours to traffic congestion a year (INRIX's 2018 Global Traffic Scorecard). We use proven TDM strategies to reduce congestion with a goal of improving air quality. Targeted marketing helps us engage residents about travel options. Consulting with large employers, we offer tailored solutions for their employees. We work with land use planners to ensure new developments incorporate facilities to reduce driving alone. To achieve these goals we coordinate partnerships with nonprofits and transportation service providers and use technology to encourage mode shift. Continued CMAQ funding will allow us to maintain and enhance this program. <b>Match Description: 80% Federal funding is provided as pass through by TDOT. 20% Match is provided by WeGo Public transit from their capital budget.</b></p>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
Apply for continued funding through federal grant program							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		20.0%		<b>% of Grant</b>	
						<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>		\$0.00		<b>Fund</b>		40119 <b>Business Unit</b>	
<b>Is not budgeted?</b>		\$353,899.00		<b>Proposed Source of Match:</b>		WeGo Public Transit Capital Funds	
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		3.00		<b>Actual number of positions added:</b>		0.00	
<b>Departmental Indirect Cost Rate</b>		33.91%		<b>Indirect Cost of Grant to Metro:</b>		\$600,035.00	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 <b>in budget</b>	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

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	FY23	\$155,125.00			\$38,781	40119, 78402119	\$0.00	\$193,906	\$65,753.52	\$0.00
Yr 2	FY24	\$466,705.00			\$116,676	40119, 78402119	\$0.00	\$583,381	\$197,824.58	\$0.00
Yr 3	FY25	\$473,195.00			\$118,299	40119, 78402119	\$0.00	\$591,494	\$200,575.53	\$0.00
Yr 4	FY26	\$320,570.00			\$80,143	40119, 78402119	\$0.00	\$400,713	\$135,881.61	\$0.00
Yr 5	FY__									
Total		\$1,415,595.00	\$0.00	\$0.00	\$353,899		\$0.00	\$1,769,494	\$600,035.25	\$0.00
Date Awarded:		06/14/22		Tot. Awarded:		\$1,415,595.00	Contract#:	200206		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP Rec'd  
06/22/22

GCP Approved  
06/23/22

VW



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**JOSEPH GALBATO, III**  
INTERIM COMMISSIONER

**BILL LEE**  
GOVERNOR

June 14, 2022

The Honorable John Cooper  
Mayor, Metropolitan Government of Nashville and Davidson County  
1 Public Square  
Nashville, TN 37201

Re: Nashville Connector: Transportation Demand Management Program  
Metropolitan Government of Nashville and Davidson County, Davidson County  
PIN:130748.00  
Federal Project Number: CM-9312(127)  
State Project Number: 19LPLM-F1-175  
Contract Number: 200206

Dear Mayor Cooper:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or [Simchah.Edwards@tn.gov](mailto:Simchah.Edwards@tn.gov).

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant  
Transportation Manager 2

Attachment

**Agreement Number: 200206**

**Project Identification Number: 130748.00**

**Federal Project Number: CM-9312(127)**

**State Project Number: 19LPLM-F1-175**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 AND 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:

"Nashville Connector: Transportation Demand Management Program"

### **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") and state the terms and conditions 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:**

- a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>AGENCY</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>



Right-of-Way by:	<b>AGENCY</b>	<b>AGENCY</b>
Utility Coordination by:	<b>AGENCY</b>	<b>AGENCY</b>
Construction by:	<b>AGENCY</b>	<b>AGENCY</b>

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

## **B.2 Completion Date:**

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending July 16, 2025. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Implementation Phase by July 16, 2023. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

## **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be 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 reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 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.9 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.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**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.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- 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

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**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.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**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.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.



Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **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.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- 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.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**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 of 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, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**



- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

#### **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.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**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 of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>		<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials, effective as of the last date of signature below.

**RECOMMENDED BY:**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
BY: *Diana Alarcon*  
CGA6046554B9461...  
Diana Alarcon, Director  
Nashville Department of Transportation

BY: \_\_\_\_\_  
Joseph Galbato, III  
Interim Commissioner

**APPROVED AS TO AND  
AVAILABILITY OF FUNDS**

**APPROVED AS TO FORM AND  
LEGALITY**

DocuSigned by:  
BY: *Kelly Flannery*  
CF51300005141...  
Kelly Flannery, Director  
Department of Finance

BY: \_\_\_\_\_  
John H. Reinbold  
General Counsel

**APPROVED AS TO FORM AND  
LEGALITY**

DocuSigned by:  
BY: *Tara Ladd*  
E3551W0000000...  
Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

BY: \_\_\_\_\_  
John Cooper  
Metropolitan County Mayor

**ATTEST**, this the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Metropolitan Clerk

**APPROVED AS TO RISK AND  
INSURANCE**

DocuSigned by:  
BY: *Balogun Cobb*  
6880400000000...  
Director of Insurance

**EXHIBIT "A"****AGREEMENT #: 200206****PROJECT IDENTIFICATION #: 130748.00****FEDERAL PROJECT #: CM-9312(127)****STATE PROJECT #: 19LPLM-F1-175**

**PROJECT DESCRIPTION:** Nashville Connector: Transportation Demand Management Program - 2019 CMAQ Award. Nashville Connector was established in 2018 to offer transportation demand management services to the Nashville region to help reduce congestion and improve air quality. It's purpose is to reduce single occupancy vehicle trips through commuter engagement, employer services and education, and development services. Funding will support the program's administration including salaries, staff meetings and development.

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

**TYPE OF WORK:** Training

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
IMPLEMENTATION	CMAQ	80	0	20	<b>\$581,718.00</b>
IMPLEMENTATION	CMAQ	80	0	20	<b>\$586,708.00</b>
IMPLEMENTATION	CMAQ	80	0	20	<b>\$601,068.00</b>

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

**LEGISLATIVE AUTHORITY:**CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency

**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).

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.



**GRANT APPLICATION SUMMARY SHEET**

**Grant Name:** Congestion Mitigation Air Quality 21-24  
**Department:** PLANNING COMMISSION  
**Grantor:** U.S. DEPARTMENT OF TRANSPORTATION  
**Pass-Through Grantor**  
**(If applicable):** TENN. DEPT. OF TRANS.  
**Total Applied For:** \$1,415,595.00  
**Metro Cash Match:** \$353,899.00  
**Department Contact:** Laura Hardwicke  
 862-7185  
**Status:** CONTINUATION

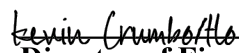
**Program Description:**

Nashville Connector is the region's one stop shop for commute options. The Greater Nashville Regional Council projects an additional one million people will call the region home by 2035. Our population growth is fueled by major job additions, and in just four years downtown will add 23,000 jobs. Continued CMAQ funding will allow us to maintain and enhance this program. Match Description: 80% Federal funding is provided as pass through by TDOT. 20% Match is provided by WeGo Public transit from their capital budget.

**Plan for continuation of services upon grant expiration:**

Apply for continued funding through federal grant program

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

DocuSigned by:  
  
 Director of Finance  
 4/27/2020  
 Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:  
  
 Metropolitan Attorney  
 4/27/2020  
 Date

**APPROVED AS TO RISK AND  
INSURANCE:**

DocuSigned by:  
  
 Director of Risk Management  
 4/27/2020  
 Date  
 Services

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application *		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
PLANNING COMMISSION	007	Laura Hardwicke	862-7185				
<b>Grant Name:</b>		Congestion Mitigation Air Quality 21-24					
<b>Grantor:</b>		U.S. DEPARTMENT OF TRANSPORTATION		<b>Other:</b>			
<b>Grant Period From:</b>		02/14/21	<b>(applications only) Anticipated Application Date:</b>		10/22/19		
<b>Grant Period To:</b>		02/13/24	<b>(applications only) Application Deadline:</b>		10/22/19		
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/>		<b>If yes, list below.</b>	
<b>Pass-Thru:</b>	TENN. DEPT. OF TRANS.	<b>Outside Consultant Project:</b>		<input type="checkbox"/>		Match provided by WeGo public transit	
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$1,415,595.00			
<b>Status:</b>	CONTINUATION	<b>Metro Cash Match:</b>		\$353,899.00			
<b>Metro Category:</b>	Est. Prior.	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	20.205	<b>Is Council approval required?</b>		<input type="checkbox"/>			
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input type="checkbox"/>					
<p>Nashville Connector is the region's one stop shop for commute options. The Greater Nashville Regional Council projects an additional one million people will call the region home by 2035. Our population growth is fueled by major job additions, and in just four years downtown will add 23,000 jobs. Because of our growth, Nashville drivers lose an average of 87 hours to traffic congestion a year (INRIX's 2018 Global Traffic Scorecard). We use proven TDM strategies to reduce congestion with a goal of improving air quality. Targeted marketing helps us engage residents about travel options. Consulting with large employers, we offer tailored solutions for their employees. We work with land use planners to ensure new developments incorporate facilities to reduce driving alone. To achieve these goals we coordinate partnerships with nonprofits and transportation service providers and use technology to encourage mode shift. Continued CMAQ funding will allow us to maintain and enhance this program. <b>Match Description: 80% Federal funding is provided as pass through by TDOT. 20% Match is provided by WeGo Public transit from their capital budget.</b></p>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
Apply for continued funding through federal grant program							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		20.0%		<b>% of Grant</b>	
						<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>		\$0.00		<b>Fund</b>		30704 <b>Business Unit</b>	
<b>Is not budgeted?</b>		\$353,899.00		<b>Proposed Source of Match:</b>		WeGo Public Transit Capital Funds	
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		3.00		<b>Actual number of positions added:</b>		0.00	
<b>Departmental Indirect Cost Rate</b>		44.26%		<b>Indirect Cost of Grant to Metro:</b>		\$626,542.35	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		0.00%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 <b>in budget</b>	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## 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	FY21	\$155,125.00			\$38,781	30704, 7304060	\$0.00	\$193,906	\$68,658.33	\$0.00
Yr 2	FY22	\$466,705.00			\$116,676	30704, 7304060	\$0.00	\$583,381	\$206,563.63	\$0.00
Yr 3	FY23	\$473,195.00			\$118,299	30704, 7304060	\$0.00	\$591,494	\$209,436.11	\$0.00
Yr 4	FY24	\$320,570.00			\$80,143	30704, 7304060	\$0.00	\$400,713	\$141,884.28	\$0.00
Yr 5	FY__									
<b>Total</b>		<b>\$1,415,595.00</b>	\$0.00	\$0.00	\$353,899		\$0.00	\$1,769,494	\$626,542.35	\$0.00
<b>Date Awarded:</b>			<b>Tot. Awarded:</b>			<b>Contract#:</b>				
(or) <b>Date Denied:</b>			<b>Reason:</b>							
(or) <b>Date Withdrawn:</b>			<b>Reason:</b>							

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP  
Received  
04/23/20

GCP  
Approved  
04/27/20

VW



**Metro Nashville Planning Department**  
**CMAQ 2019 APPLICATION**

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## **Project Description**

Funded by CMAQ, Nashville Connector was established in 2018 through a partnership with Metro Nashville Planning Department and WeGo Public Transit. We are the Nashville region's one stop shop for commute options. The Greater Nashville Regional Council projects an additional one million people will call the region home by 2035. Our population growth is fueled by major job additions, and in just four years Davidson County will add 65,575 jobs. Because of our growth, Nashville drivers lose an average of 87 hours to traffic congestion a year (INRIX's 2018 Global Traffic Scorecard) with an annual cost of \$1,221 per driver. The negative impacts on air quality and congestion of relying on single occupant vehicle (SOV) trips for most trips is not sustainable and must be balanced by encouraging drivers to shift to other available options.

We are seeking funding to maintain our established transportation demand management program and coordinate efforts in the region, using proven TDM strategies to reduce congestion with a goal of improving air quality. This second phase of Nashville Connector encompasses 3 years to ensure progress toward substantial milestones. Our main program areas are detailed below:

**Commuter Engagement:** The Commuter Challenge is our most robust tool for engaging residents about non-SOV trip choices. Held each spring, this week-long event encourages commuters to take one sustainable form of transportation at least once. In 2019, we had 923 participants, including those from 33 businesses participating as a group, tracking over 5,200 non-drive-alone trips. Following the Commuter Challenge, we keep in touch with participants to provide information regarding commute services, air quality information, and other program areas. NashvilleConnector.org is a central point for commuter engagement, even before trip tracking is added, we have had twenty-six thousand page views.

**Employer Services and Education:** Nashville Connector's Outreach Coordinator consults with large employers and offers tailored solutions for their employees. Our partnerships with organizations like the Nashville Chamber of Commerce and Nashville Downtown Partnership connect us to major employers. We approach businesses from an executive level to champion active transportation modes and implement travel benefits for non-drive-alone options like transit, walking, bicycling, carpooling, vanpooling, or even remote work and flexible scheduling. Additionally, we attend employee fairs and offer workshops where we can promote these options directly to employees.

**Development Services:** Nashville Connector is uniquely poised to address transportation demand management from a land use and policy perspective. We will continue the current program's work with land use planners to ensure new developments incorporate facilities to reduce driving alone and develop Transportation Management Plans with mode-share goal requirements.

To achieve these mode shift goals, we partner with organizations such as WeGo Transit, Walk Bike Nashville, Nashville Downtown Partnership, Nashville Chamber of Commerce, Metro Public Works, Greater Nashville Regional Council, TDOT, FHWA, TMA Group, Metro Health, Vanderbilt University's

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MoveVU TDM program, Hytch Rewards and major employers in the region. For example, we worked with two of the larger state agencies (Department of Environment and Conservation and Department of Transportation) during the Commuter Challenge to host transportation vendor fairs at their headquarters, leading to high employee participation in the Challenge.

We plan to grow these relationships by continuing to coordinate our work and public events and by cultivating a network of TDM champions throughout Nashville who will inspire employees and residents to advocate for non-drive-alone travel behavior.

**Federal project number of the existing project**

CM-9312(119)

**State project number of existing project**

19LPLM-F3-154

**Previous CMAQ funding amounts obligated by year**

FY: 2017            Amount: \$1,184,684

**Total funding (all funds) dedicated to the project by funding source(s)**

Source:            Amount: \$1,478,244

**Relationship with current program**

The current/first phase of Nashville Connector (Feb 2018-2021) focuses on establishing the brand, building relationships, and beginning to engage employers, employees, and residents on better commutes. We have demonstrated success toward our current milestones starting with the launch of an award winning brand with a voice that is reliable, helpful, realistic, and light-hearted. Our voice is crucial to connecting with employers and residents and encouraging behavior change. We utilize social channels as a direct way to illustrate that Nashville is changing, to show small choices can play a big role in shifting traffic, and to highlight the many options other than driving alone. Our engagement is working, as we have over 229,000 impressions on Twitter and Instagram, and regularly see increases of 20-30 followers per month on Instagram. Continuity and up-to-date information is crucial to our engagement strategy, so our impact will only grow with a second phase (Feb 2021-2023).

Furthermore, we've established our role in development review, long range planning, and even implementation of multimodal facilities: advising on 25 major developments to include TDM plans or amenities, incorporating our strategies into community planning studies like the Music Row Vision Plan, and installing 30 bike racks in Downtown Nashville so far. Now that we've worked through existing processes and are familiar with constraints, we can more effectively participate in development review, install multimodal infrastructure, and advise community planning studies.

We've begun initial consultation with about 30 major employers and already have a cohort of 5 businesses that received Strategic Commuter Reports that we will guide through mode shift goals over

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the next three years. Behavioral change does not happen over night, therefore longitudinal follow-up will determine the success of our business partners to meet the mode shift goals established in their Strategic Commuter Reports.

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## **General Competition Emissions**

Nashville Connector uses proven TDM strategies to reduce congestion with a goal of improving air quality. If workers continue commuting at current rates, an additional 53,841 Nashville residents will drive alone to work (78.5%) by 2023.

Targeted marketing helps us engage residents about travel options. Consulting with large employers, we offer tailored solutions for their employees. We work with land use planners to ensure new developments incorporate facilities to reduce driving alone. To achieve these goals we facilitate partnerships with nonprofits and transportation service providers and use technology to encourage mode shift. Nashville Connector uses the strategies above to get commuters to use other options that include carpooling, vanpool, walking, bicycling, bus transit, train transit and remote working. With each vehicle mile converted from driving alone to one of these options listed, vehicle miles traveled (VMT) is directly reduced. With each VMT reduction, VOC, NOx, CO and PM2.5 emissions are reduced, each reduction having a positive impact on air quality and fewer localized health effects, especially for sensitive groups.

Nashville sits in a basin which traps air pollutants, which, according to the EPA, originate mostly in mobile sources such as motor vehicles. The Metro Health Department tracks five pollutants: carbon monoxide, ozone, sulfur dioxide, PM2.5, and PM10. Ground-level ozone and airborne particles pose the greatest threat to human health in Davidson County. Metro Health issues an Air Quality Index (AQI) based upon EPA standards Monday through Friday, which helps residents understand the impact that local air quality can have on their health.

We anticipate that the Nashville Connector Transportation Demand Management program will reduce daily Vehicle Miles Traveled (VMT) in Nashville-Davidson County by 3.97% from 24,377,200 to 23,409,913 based on best practices described later in our emission reduction estimates.

Emissions reductions estimates were performed using a CMAQ emissions calculation worksheet for Transportation Demand Management Programs prepared by the Michigan Department of Transportation. The Nashville Area Metropolitan Planning Organization provided the worksheet to Metro Nashville for use in estimating emissions reductions. Nashville's completed worksheet is attached as an appendix to this application.

The worksheet uses local congestion data and a weighted average proportion of work trip reductions due to TDM programs at 11 national sites to estimate VMT reduction and associated VOC, NOx, CO and

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PM2.5 emissions reductions. Project costs and duration data entered into the form further allow CMAQ applicants to estimate cost per kilogram of emission reduction for all criteria pollutants.

The inputs used in the form were obtained from several sources. VMT for Nashville-Davidson County was taken from TDOT Highway Performance Monitoring System 2017 VMT reports, which can be found online at <https://www.tn.gov/tdot/long-range-planning-home/longrange-road-inventory/longrange-road-inventory-highway-performance-monitoring-system.html>. The Percentage Peak Period VMT was taken from the Texas A&M Transportation Institute's (TTI) annual Urban Mobility Report for Nashville-Davidson, TN, also reflecting 2017 data. The TTI data is available online at <https://mobility.tamu.edu/umr/congestion-data/>. Estimated daily VMT for Nashville-Davidson, TN was 24,377,200 in 2017, with 24.8% occurring during peak periods.

Local street speed was taken from a traffic speed study performed by Metro Public Works. While local streets are generally signed for 30 miles per hour, the mean value of the 85th percentile speed in Davidson County is 35.75 MPH. A total of 135 sample data studies were used in the study to achieve a confidence interval of 99% with a +/- 1MPH. The findings of the study are available at: [https://www.nashville.gov/Portals/0/SiteContent/pw/docs/mntmp/Statistical\\_estimation\\_traffic\\_speed\\_metro\\_roadways.pdf](https://www.nashville.gov/Portals/0/SiteContent/pw/docs/mntmp/Statistical_estimation_traffic_speed_metro_roadways.pdf).

The Nashville Area MPO supplied emissions reductions factors to Metro Nashville. The MOVES2014 model generated the emissions reduction factors using July weather, 2011 vehicle population provided by UT-Knoxville, and 2011 HPMS (high-performance measuring system), vehicle volume. Nashville area emissions reduction factors for passenger vehicles at an average speed of 35 MPH area 0.094 for VOC, 0.717 for NOx, 5.020 for CO, and 0.022 for PM2.5.

Based on the results of the emissions calculation form, Metro Nashville anticipates the project will help exceed air quality standards due to an annual reduction of 20,893.406 Kg of VOC, 167,147.245 Kg of NOx, 1,165,387.734 Kg of CO, and 4,642.979 Kg of PM2.5 because of an annual reduction of 232,148,951 VMT. Over the three year CMAQ funded life of the project, Metro Nashville anticipates a reduction of 362,680.217 Kg of VOC, 501,441.734 Kg of NOx, 3,496,163.203 Kg of CO, and 13,928.937 Kg of PM2.5. After three years, the emissions reductions are expected to continue at similar levels if the project activities continue to be funded.

*See attached emissions methodology*

**Cost effectiveness of emission reduction**

*Calculate and describe the proposed project's cost per kilogram of emission reduction that the project will achieve in a year after the project is fully implemented. Please indicate the following in Cost per Kilogram for CMAQ dollars requested.*

Cost per Kilogram of all criteria pollutants (\$/Kg) \$0.43

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Cost per Kilogram of PM 2.5 reductions (\$/Kg) \$127.04

Cost per Kilogram of NOx reductions (\$/Kg) \$3.53

*Calculate and describe the proposed project's cost per Kilogram of emissions reduction the project will achieve over the lifetime of the project. Please indicate the following in Cost per Kilogram for CMAQ dollars requested.*

Cost per Kilogram of all criteria pollutants (\$/Kg) \$0.43

Cost per Kilogram of PM 2.5 reductions (\$/Kg) \$127.04

Cost per Kilogram of NOx reductions (\$/Kg) \$3.53

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## **General Competition Project Information**

### **Innovation Regional Diversity and Complementary Projects**

Nashville Connector is the first organization in the region dedicated to coordinating all efforts to promote transportation options and encourage behavioral changes that can meaningfully reduce congestion. Prior to our establishment, Metro departments like WeGo, Public Works, Metro Health, General Services and Human Resources led individual initiatives with congestion mitigation benefits such as: EasyRide, Nashville B-Cycle, construction of bicycle and pedestrian infrastructure, health and wellness programs and sustainability efforts, but there was not a single entity available to coordinate and leverage efforts towards reducing vehicle miles traveled.

We have built a foundation for implementing a transportation demand management program that pulls all TDM efforts under one umbrella organization, with a goal of filling any gaps in these efforts.

We increase mutual effectiveness through program coordination. For example, WeGo Public Transit has initiated a powerful marketing campaign to change the image of bus riding in Nashville which we leverage with our efforts to encourage employers to consider all types of travel benefits for employees, like the EasyRide program.

Nashville Connector expands the capacity of existing efforts across Metro departments as well as other organizations. For example, a pilot Commuter Challenge was held as part of Nashville Connector's Fall 2018 launch and massive coordinated public relations and media blast. The Nashville Chamber of Commerce formed a focus group made up of downtown business representatives to inform our branding and marketing process, and the Commuter Challenge gave these businesses an opportunity to engage their employees in a friendly competition with other businesses to try commute options. We coordinated a fun and engaging event that encouraged downtown workers to join colleagues commuting to work by riding the bus, bicycle or train, carpooling or vanpooling, walking or even kayaking to work on the Cumberland River.

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The second Commuter Challenge was held in Spring of 2019 to bridge transit month in April and bike month in May and saw a 50% increase in the number of non-drive-alone trips through the challenge. We teamed up with our transit and bike friends at Walk Bike Nashville, Transit Alliance, Transit Now, Nashville Civic Design Center and WeGo Public Transit to cosponsor a month of events aimed towards increasing public awareness and appreciation of transit and bicycling. The Commuter Challenge culminated with Walk Bike Nashville's Bike to Work Day with a celebration at Public Square Park with presentations by the Mayor, Walk Bike Nashville and the Planning Department's Division of Transportation. Awards and photos with the Mayor were presented to participants with the highest participation in the Challenge. The Commuter Challenge will continue to be an annual spring event which we envision will grow each year, leading to permanent changed behavior.

Another collaborative effort that has the potential to transform transportation culture in Nashville is Vanderbilt's newly launched MoveVU TDM program. We are working with MoveVU to provide coordination and input concerning the overarching Nashville Connector, as well as collaborating on connecting the campus to surrounding transit and pedestrian and bicycle infrastructure. Vanderbilt's program will provide a model for other universities in Nashville.

Rapid growth in the Nashville region has resulted in increasing congestion throughout our transportation network. As a region, we must make better use of existing transportation options like mass transit, bikeshare, walking and biking, as well as embrace congestion mitigation strategies such as flexible work options and ridesharing. By better utilizing our transportation network's existing capacity, Nashville area residents will experience improved productivity and quality of life. Our transportation system is currently out of balance but should level out as demand for sustainable transportation options increases through the work of Nashville Connector and the many other programs and entities working toward achieving mutual goals that improve quality of life and take better care of our limited resources.

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## Regional Priorities

Nashville Connector benefits residents and commuters all over Middle Tennessee because approximately 142,660 workers commute into Nashville from the surrounding 9 counties (American Community Survey 2010). Although the program activities address employers in Davidson County, it provides assistance to residents in surrounding counties that commute to Nashville by educating them about their commuting options.

Four specific goals in Middle Tennessee Connected (the Nashville MPO's Regional Transportation Plan) support TDM efforts: 1) Maintain a safe and reliable transportation system for people and goods. We achieve this by managing the negative impact of traffic congestion by providing alternatives to driving. 2) Help local communities grow in a healthy and sustainable way. This is achieved by integrating healthy community design strategies and active transportation to improve the public health outcomes of the built environment. 3) Enhance economic competitiveness by improving private sector performance. Specifically, Nashville Connector provides strategic analyses, provide tools to manage commuting

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**CMAQ 2019 APPLICATION**

distances and travel times through a diversified transportation system. 4) Spend public funds wisely by ensuring return on investment. We foster regional interdisciplinary collaboration to prioritize the most effective solutions.

Finally, Nashville Connector's commuter outreach efforts address Middle Tennessee Connected's Core Strategy to "Focus short- and mid-term investments on complete streets and the deployment of new technologies to improve safety, traffic operations and customer information."

Nashville Connector coordinates TDM events with TDOT and works with them to align program ideas and priorities as part of the Statewide Transportation Demand Management Plan. This streamlines, unifies, and coordinates the state's various regional TDM programs.

The nMotion plan from WeGo Public Transit outlines strategies to address the region's increasing mobility challenges. Nashville Connector advances the following public transit goals: 1) Improve access to opportunity for those with limited auto availability. 2) Expand the range of competitive travel options for all Middle Tennesseans with the maximum travel flexibility. 3) Simplify and integrate various means of transportation to develop a seamless, connected system to provide Middle Tennesseans with the maximum travel flexibility. 4) Prioritize major transit investments in transit-supportive areas. 5) Significantly increase ridership, especially in target markets.

Nashville Connector attends Health in All Policies (HiAP) meetings at the Metro Public Health Department to collaborate with other Metro departments on health related issues, including transportation. Nashville Connector staff participated in the Healthy Nashville Community Health Improvement Plan (CHIP) process to ensure collaboration on TDM and to provide support in setting goals to increase active transportation options and utilization as well as improve and protect the quality of air, land and water.

NashvilleNext is the general plan for Nashville and Davidson County. Access Nashville 2040, the transportation plan included as Volume V of NashvilleNext, uses the Complete Trips concept as a guiding framework for Complete Streets through eight Accessibility Principles. Five of these principles can be addressed by managing transportation demand: 1) Create a place with choices. 2) Offer meaningful choices. 3) Improve safety and resiliency. 4) Ensure financial responsibility. 5) Address transportation regionally.

Additionally, we have begun working TDM goals into community planning studies and long range neighborhood plans. For example, Metro Planning Department's Music Row Vision plan includes measures to increase multimodal use and decrease driving alone with a focus on reduction of single occupancy vehicles through improved building facilities, employer programs, and policies. The South Corridor Study, a joint project of the Greater Nashville Regional Council, WeGo Public Transit, and the TDOT, is currently studying ways to embrace emerging technologies and to expand public transportation options across Middle Tennessee.



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Many Middle Tennesseans regularly commute across county boundaries every day. The Nashville Connector program connects residents to travel options in Middle Tennessee instead of driving alone. Nashville Connector supports infrastructure projects through outreach and education. For example, we have highlighted multimodal pilot projects on social media and share public transit updates and changes. Our partnership coordination keeps us abreast with innovations in transportation alternatives and projects that reduce emissions such as electric buses and cars, and we promote that to commuters, businesses, and stakeholders.

**Project Delivery and Management Plan**

Below is a list of milestones (numbered) followed by the tasks (lettered) needed to achieve each, organized by federal fiscal year. Some milestones are repeated each fiscal year for programmatic continuity.

**FY 2021**

- 1) Begin grant funded activities in Feb 2021
  - a) Submit for TIP Program Amendment April – June 2020
  - b) Initiate contract and obligation: approximately 3 months for initiation packet, Metro Council acceptance and appropriation to budget
  - c) Submit NEPA categorical exclusion: all project activities will occur in the Design phase. There is no right-of-way required for this project
  - d) Develop detailed work program and track progress toward milestones
- 2) Add Blog feature to website in Spring 2021
  - a) Provide commuters with information on benefits of active commutes (emissions reduced, calories burned, money saved)
  - b) Add new media features like stories and graphics with contract support
- 3) Expand Commuter Challenge participation by 50% each year
  - a) Leverage other awareness campaigns: Bike to Work Day and Transit Month
  - b) Utilize companies to champion and promote their participation
  - c) Engage elected officials to participate, including a recognition ceremony with Mayor
  - d) Promote through press releases, email blasts, social media posts, and other advertisements
  - e) Track Commuter Challenge trips through TDM software
- 4) Attend at least 12 employee outreach events each program year
  - a) Establish/maintain relationships with HR managers to schedule attendance at job fairs or other events with a high potential to reach commuters
  - b) Collaborate with partners to ensure solutions address key business issues, such as recruitment, retention and parking through focus groups, presentations and executive level relationships



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**CMAQ 2019 APPLICATION**

- 5) Add a cohort of at least 4 new businesses each year to the Strategic Commuter Reports, folding them in to a 3-year mode shift timeline
  - a) Attend Nashville Business Journal, Rotary Club, and Urban Land Institute events to promote non-drive-alone commute options and build relationships
  - b) Produce Commuter Strategic Reports each based on a capture analysis of employee residential locations in relation to the work site with mode shift goals
  - c) Connect employers to service providers and advise implementation strategies for commute options
  - d) Follow up quarterly on progress toward mode shift goals
  - e) Incorporate businesses receiving Metro Incentives as per policy update expected in 2020
- 6) Incorporate TDM strategies into long range planning activities and land development each year
  - a) Provide planners with guidance on how to incorporate specific TDM guidelines and address mode shift opportunities and challenges in community planning studies
  - b) Attend community engagement meetings such as charrette weeks
  - c) Meet requirements for continued education for staff advising Metro Planning Commission
  - d) Assist Planning Department and Public Works with case review to ensure TDM strategies are recommended for new major developments
- 7) Expand bike rack installation to 200 bike racks each year (total of 600)
  - a) Encourage businesses receiving Strategic Commuter Reports to participate in program
  - b) Maintain a map of existing and desired bike rack locations
  - c) Connect commuters to resources like Walk Bike Nashville's Walk Bike University, or proposed Earn a Bike program

**FY2022**

- 8) Establish an Employer Recognition program modeled on the Best Workplaces for Commuters program to foster business to business exchange of strategies and information.
  - a) Leverage partnerships with business-minded organizations to determine winners
  - b) Develop associated marketing campaign
- 9) Produce an annual "State of the Commute" report each fall
  - a) Research travel trends and provide comparisons with other communities
  - b) Coordinate with Downtown Partnership and Greater Nashville Regional Council to ensure complimentary efforts with other data based reports and demonstrate TDM return on investment
  - c) Incorporate data from TDM software and real Nashville Commuters
  - d) Promote through press releases and targeted social marketing

**FY2023**

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**CMAQ 2019 APPLICATION**

- 10) Draft recommendations for establishing a TMA (Transportation Management Association) for clustered employers to pool resources together for commuter resources
  - a) Collaborate with strategic partners such as Downtown Partnership and Nashville Chamber of Commerce
  - b) Research best practices of TMAs
  - c) Explore funding mechanisms and identify administrative framework
- 11) Draft action steps for establishing a TDM Trip Reduction policy
  - a) Work with stakeholders to research existing policies for modeling
  - b) Identify potential adoption strategies (Metro Council, Executive Order, etc)
- 12) Encourage 200,000 sustainable trips, tracked through TDM software
  - a) Enroll 3,000 users for trip tracking software
  - b) Maintain robust social marketing and incentives program
- 13) Reduce drive alone to work (78.5%) rate by one percentage point, encouraging 4,507 commuters to use other options by February 2023
  - a) Track program progress and completion of milestones and tasks listed above

### **Obstacles**

Nashville Connector has been firmly established as the TDM resource in the Nashville area in the first three years of the program. As described previously, we are working in close collaboration and coordination with area stakeholders and have an active program with a clear road map to achieving the goal of reducing vehicle miles traveled by connecting commuters to non-drive-alone travel options.

We anticipate no major implementation challenges at present. External factors may influence the degree to which certain tasks and milestones may be achieved (I.e. a TDM incentive policy would increase the number of businesses we consult with on Strategic Commuter Reports).

The attached match commitment letter provided by WeGo Public Transit and letter of support from Mayor Cooper underscore Nashville's dedication to the success of Nashville Connector.

### **Project Readiness**

If funded, this proposal represents the second CMAQ grant for Nashville Connector. Since the original award in 2017, we have become familiar with the various processes needed to obligate and begin program activities. We expect to move through project initiation, contracting, and appropriation as swiftly.

Our current CMAQ project is more than half way through. We have expended over one third of funds awarded. Due to procurement delays, commuter software (a major project outlay) has yet to be purchased. This purchase will be complete by the end of calendar year 2019 and will put outlays back on track with the period of performance. The procurement delays we experienced this year will not occur in the future because the Metro department delegated authority for spending was increased from \$10,000 to \$25,000 and delays related to a new financial software transition will not occur.

**Metro Nashville Planning Department**  
**CMAQ 2019 APPLICATION**

Nashville Connector is on track to expend all project funds with no cost overruns by February 2021, three years from the start of the program. The initial hiring for the program is complete, so program work can begin as soon as a Notice to Proceed is issued.

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## **Tasks and Activities**

### **CMAQ Related Tasks/Activities**

1. Program Administration
2. Commuter Engagement
3. Employer Services
4. Development Services

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## **Budget Summary**

**See attached commitment of matching funds**

**See attached Budget**

**Have other Federal funds been requested or awarded for this project?**

No

**Please explain the source and amount of ALL funds used in this project.**

The 20% local match is provided by WeGo Public Transit in their 2021 capital budget.

Metro Nashville Planning Department

WORKSHEET 11  
TRAVEL DEMAND MANAGEMENT PROGRAM (TDM)

Project Name:	Nashville Connector Transportation Demand Management Program
Intersection:	
Submitter:	Metro Nashville–Davidson County Planning Department
Fiscal Year:	2021-2023

Directions: (1) Fill in yellow highlighted cells with the appropriate measurements obtained from your field data, models, or the emissions factors tables provided (Grayed in cells will auto calculate). You may manually calculate using the printed formulas in the "Description of Data Items/Formula" cell spaces.

NOTE: This is not an application form, this is only a tool used to calculate emissions that are needed for the CMAQ application. You must fill in all the required/highlighted fields. (if this is a part of a series in a corridor the total sum must be reported on the application)

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EMISSION CALCULATIONS

Line No.	Description of Data Item/Formula	VOC	NOx	CO	PM 2.5
1	Daily VMT in area covered by program	24,377,200.00	24,377,200.00	24,377,200.00	24,377,200.00
2	Decimal equivalent of daily VMT in peak period	0.248	0.248	0.248	0.248
3	Weighted average proportion reduction in work trips due to TDM programs at 11 national sites (derived from COMSIS, <i>Evaluation of Travel Demand Management Measures to Relieve Congestion</i> , Federal Highway Administration, 1990, Table 4-Comparison of Top individual TDM programs, p.26	0.160	0.160	0.160	0.160
4	Daily VMT reduction=L1*L2*L3	967,287.296	967,287.296	967,287.296	967,287.296
5	Speed: Use local St. speed to simulate congestion conditions (mph)	35.75	35.75	35.75	35.75
6	Emission factor for speed from L5 (light duty gas vehicles) (g/mi)	0.09	0.72	5.02	0.02
7	Comparative purpose only: Convert to Tons/Year=L8*0.0011 (Tons/Yr)	-22.983	-183.862	-1,281.927	-5.107
8	Annual emission reduction=L10*240days (Kg/Yr)	-20,893.406	-167,147.245	-1,165,387.734	-4,642.979
9	Annual VMT reduction=L4*240days	232,148,951.040	232,148,951.040	232,148,951.040	232,148,951.040
10	Daily emissions reduction=(L4*L6/1000g)(-1) (Kg/day)	-87.056	-696.447	-4,855.782	-19.346

Comments:
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11	Project design life in years (Yrs)	3	3	3	3
12	Total project cost for this application (CMAQ plus Match) (\$)	\$1,769,494.00	\$1,769,494.00	\$1,769,494.00	\$1,769,494.00
13	Emission <b>reduction</b> over the life of the project=L7*L11 (Tons/Life)	68.948	551.586	3,845.780	15.322
14	Emission <b>reduction</b> over the life of the project=(L8*L11) (Kg/Life)	62,680.217	501,441.734	3,496,163.203	13,928.937
15	Cost per Ton over the life of the project=(L12/L13) (\$/Tons/Life)	\$25,664.09	\$3,208.01	\$460.11	\$115,488.42
16	Cost per Kilogram over the life of the project=(L12/L14) (\$/Kg/Life)	\$28.23	\$3.53	\$0.51	\$127.04

## Metro Nashville Planning Department

	CMAQ Funds Requested	Local Match	Total Costs
<b>Year 1</b>			
Implementation (show Major Tasks/Activities below and funding requested by activity)			
Salaries, Benefits, and Taxes	\$ 227,360	\$ 56,840	\$ 284,200
Professional Fee, Grant and Awards	\$ 148,000	\$ 37,000	\$ 185,000
Supplies, Printing, etc., (direct costs of the grant)	\$ 60,934	\$ 15,233	\$ 76,167
Travel, conferences, meetings	\$ 8,043	\$ 2,011	\$ 10,054
Other (non-personnel)	\$ -	\$ -	\$ -
Capital Purchase (e.g., equipment)	\$ 21,038	\$ 5,259	\$ 26,297
Total Year 1	\$ 465,374	\$ 116,344	\$ 581,718
<b>Year 2</b>			
Implementation (show Major Tasks/Activities below and funding requested by activity)			
Salaries, Benefits, and Taxes	\$ 237,520	\$ 59,380	\$ 296,900
Professional Fee, Grant and Awards	\$ 144,000	\$ 36,000	\$ 180,000
Supplies, Printing, etc., (direct costs of the grant)	\$ 59,966	\$ 14,991	\$ 74,957
Travel, conferences, meetings	\$ 6,843	\$ 1,711	\$ 8,554
Other (non-personnel)	\$ -	\$ -	\$ -
Capital Purchase (e.g., equipment)	\$ 21,038	\$ 5,259	\$ 26,297
Total Year 2	\$ 469,366	\$ 117,342	\$ 586,708
<b>Year 3</b>			
Implementation (show Major Tasks/Activities below and funding requested by activity)			
Salaries, Benefits, and Taxes	\$ 247,920	\$ 61,980	\$ 309,900
Professional Fee, Grant and Awards	\$ 144,000	\$ 36,000	\$ 180,000
Supplies, Printing, etc., (direct costs of the grant)	\$ 59,854	\$ 14,963	\$ 74,817
Travel, conferences, meetings	\$ 8,043	\$ 2,011	\$ 10,054
Other (non-personnel)	\$ -	\$ -	\$ -
Capital Purchase (e.g., equipment)	\$ 21,038	\$ 5,259	\$ 26,297
Total Year 3	\$ 480,854	\$ 120,214	\$ 601,068

**GRAND TOTAL \$ 1,415,595 \$ 353,899 \$ 1,769,494**



A Service of Nashville MTA

430 Myatt Drive  
Nashville, TN 37115  
WeGoTransit.com  
615-862-5969

John Cooper  
Mayor

Gail Carr Williams  
Chair

Janet Miller  
Vice Chair

Hannah Paramore Breen  
Member

Glenn Farner  
Member

Walter Searcy, III  
Member

Stephen G. Bland  
Chief Executive Officer

Edward W. Oliphant  
Chief Financial Officer

Bill Miller  
Chief Operating Officer

Rita Roberts-Turner  
Chief Administrative Officer

Trey Walker  
Chief Engineer

October 4, 2019

Clay Bright, Commissioner  
Tennessee Department of Transportation  
Suite 700, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243

**RE: Local Match Certification for Metro Nashville Planning Department  
CMAQ Grant Application TDM Program**

Commissioner Bright:

WeGo Public Transit (doing business as the Nashville Metropolitan Transit Authority) receives local funding to match grants through the capital budgeting process for the Metropolitan Government of Nashville and Davidson County. We plan to utilize FY2021 local capital funds to provide up to \$353,900 in matching funds for Metro Nashville Planning Department's TDM Program CMAQ Grant Application, contingent on approval by the Metropolitan Council.

Thank you for your consideration of this project.

Sincerely,

A handwritten signature in blue ink that reads 'Edward W. Oliphant'.

Edward W. Oliphant  
Chief Financial Officer

CC: Lucy Kempf, Nashville Planning Department Executive Director