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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE

December 28, 2022

Ms. Kelly Flannery
Director of Finance
Metro Nashville and Davidson County

RE: Prop. No. 2022M-053AG-001, Resolution approving TDOT Intergovernmental Agreement 220280 with the Metro Government accepting the maintenance of lighting and signal upgrades for Bicycle and Pedestrian Facilities on State Route 1 (West End/Broadway) from 23rd Ave N to 8th Ave S (Rosa Parks), Fed No. HSIP-1(441); State No. 19019-3226-94; PIN 125526.11

Ms. Flannery,

This resolution will approve a maintenance agreement between TDOT and the Metro Government regarding the installation of lighting and signal upgrades per TDOT Agreement 220280. TDOT will pay for all design and construction services and Metro will agree to cover the maintenance costs of the lighting and signal upgrades in accordance with the agreement.

Sincerely,

Darrell K. Moore

Darrell K. Moore
Technical Specialist/Project Administrator
NDOT
615-862-8730
Darrell.Moore@nashville.gov

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Exhibit A

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

December 7, 2022

The Honorable John Cooper
Mayor, Metropolitan Government
of Nashville and Davidson County 107 Metro Courthouse, 1
Public Square
Nashville, TN 37201

Re: Bicycles and Pedestrian Facilities on SR-1 From 23rd Avenue North to 8th Avenue South
Davidson County
PIN:125526.11
Federal Project Number: HSIP-1(441)
State Project Number: 19019-3226-94
Contract Number: 220280

Dear Mayor Cooper*:*

I am attaching a contract providing for the maintenance of the referenced project. Please review the contract and advise me if it requires any additional explanation. If you find the contract fully 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 download the contract for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Lisa Dunn

Lisa Dunn
Transportation Manager 1

Attachment

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AGREEMENT NO: 220280
PROJECT IDENTIFICATION NO: 125526.11
FEDERAL PROJECT NO: HSIP-1(441)
STATE PROJECT NO: 19019-3226-94

State of Tennessee Department of Transportation

GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY

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").

W I T N E S S E T H:

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for Highway Safety Improvement Project (HSIP) funds under 23 U.S.C. § 148 (CFDA # 20.205); and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement regarding the maintenance, existence, and use of the Project as described in SECTION 1 below.

SECTION 1: The Project to be performed is described as follows:

"SR-1 From 23rd Avenue North to 8th Avenue South"

SECTION 2: Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the Project. The Agency acknowledges that where any local road under the jurisdiction

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of the Agency ("Local Road") intersects with a state highway or other public road, the Agency's maintenance responsibility for the Local Road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the Local Road abuts the roadway of the state highway or public road.

The Agency's maintenance responsibility described herein includes, but is not limited to, signals and other electrically operated and/or solar powered devices which may be installed as part of the Project. The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices which may be installed as part of the Project, together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar powered devices which may be installed as part of the Project, including but not limited to replacement of solar panels, batteries, lights and lenses.

SECTION 3: The Agency shall assume all liability for third-party claims and damages arising from the 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.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. 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 funds expended, or expenses incurred, under this Agreement.

SECTION 5: 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.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: 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.

SECTION 8: The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the

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employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Department's exercise of its right to terminate this Agreement relieve the Agency of any liability to the Department for any damages or claims arising under this Agreement. All provisions that logically ought to survive termination of this Agreement shall survive.

SECTION 10: This Agreement may be modified only by a written amendment executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: 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.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

DocuSigned by:
BY: Diana Alarcon
CCA6046554B9461...
Diana Alarcon, Director
Nashville Department of Transportation

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Howard H. Eley
Commissioner

APPROVED AS TO AND AVAILABILITY OF FUNDS

DocuSigned by:
BY: Kelly Flannery/mjw
62377A2A8742469...
Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
BY: Tara Ladd
E355EC378FE2427...
Metropolitan Attorney

BY: _____
Daniel Pallme
Interim Director

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
68804BF12FD741C...
Director of Insurance