

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 06/16/26

Resolution Ordinance

Contact/Prepared By: Tesha Chambers

Date Prepared: 05/12/26

Title (Caption): Safe Streets for All (SS4A) 24-29 Grant Award Amendment 2

Amendment 2 expresses the agreement milestones schedule updates p.10, Section 3.2 Project's Estimated Schedule extending the milestone schedule on average by three (3) months from original dates to accommodate new agreement timing and six (6) months for public use.

This amendment allows IDC recovery of \$1,020,928.00 based on amended indirect cost recovery rate to the 15% De Minimis in Schedule B, p. 18

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: NDOT Requested By: Tesha Chambers

Affected Department(s): NDOT Affected Council District(s): 27,30, 26,16,17

Legislative Category (check one):

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

FINANCE	Amount +/-: \$ <u>\$ 0.00</u>	Match: \$ <u>\$ 0.00</u>
Funding Source:	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Arnon Pratt</u> DH	Approved by Finance/Accounts: _____	Date to Finance Director's Office: _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>	APPROVED BY	
	FINANCE DIRECTOR'S OFFICE: _____	

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

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

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT SUMMARY SHEET

Grant Name: Safe Streets and Roads for All 24-29 Amend 2

Department: NDOT

Grantor: U.S. DEPARTMENT OF TRANSPORTATION

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

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Tesha Chambers
6261369

Status: AMENDMENT

Program Description:

Amendment 2 expresses the agreement milestones schedule updates p.10, Section 3.2 Project's Estimated Schedule extending the milestone schedule on average by three (3) months from original dates to accomodate new agreement timing and six (6) months for public use. This amendment allows IDC recovery of \$1,020,928.00 based on amended indirect cost recovery rate to the 15% De Minimis in Schedule B, p. 18. The project scope remains the same for improvements along Nolensville Pike to address safety issues related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and the lack of crossing locations throughout the project area.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
NDOT	042	Tesha Chambers			6261369		
Grant Name:		Safe Streets and Roads for All 24-29 Amend 2					
Grantor:		U.S. DEPARTMENT OF TRANSPORTATION			Other:		
Grant Period From:		12/30/23	<small>(applications only)</small> Anticipated Application Date:				
Grant Period To:		03/31/29	<small>(applications only)</small> Application Deadline:				
Funding Type:		FED DIRECT	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$0.00		
Status:		AMENDMENT	Metro Cash Match:		\$0.00		
Metro Category:		Est. Prior.	Metro In-Kind Match:		\$0.00		
CFDA #		20.939	Is Council approval required?		<input type="checkbox"/>		
Project Description:		Amendment 2 expresses the agreement milestones schedule updates p.10, Section 3.2 Project's Estimated Schedule extending the milestone schedule on average by three (3) months from original dates to accomodate new agreement timing and six (6) months for public use. This amendment allows IDC recovery of \$1,020,928.00 based on amended indirect cost recovery rate to the 15% De Minimis in Schedule B, p. 18. The project scope remains the same for improvements along Nolensville Pike to address safety issues related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and the lack of crossing locations throughout the project area.					
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		or		20.0%	% of Grant		
					Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Yes		Fund	40022	Business Unit	
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		15.26%		Indirect Cost of Grant to Metro:		\$2,489,205.86	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$1,020,928.00 in budget	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$2,609,914.40			\$652,478.60	40022, 42407022	\$0.00	\$3,262,393.00	\$497,841.17	\$204,185.60
Yr 2	FY27	\$5,219,828.80			\$1,304,957.20	40022, 42407022	\$0.00	\$6,524,786.00	\$995,682.34	\$408,371.20
Yr 3	FY28	\$5,219,828.80			\$1,304,957.20	40022, 42407022	\$0.00	\$6,524,786.00	\$995,682.34	\$408,371.20
Yr 4										
Yr 5										
Total		\$13,049,572.00			\$3,262,393.00	40022, 42407022	\$0.00	\$16,311,965.00	\$2,489,205.86	\$1,020,928.00
Date Awarded:			05/18/26	Tot. Awarded:		\$13,049,572.00	Contract#:		693JJ32640018 Amend2	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

Rev. 5/13/13
6234



GCP Received 5/19/26

GCP Approved 5/19/26

Resolution No. _____

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

WHEREAS, the Metropolitan Government, acting by and through the NDOT, previously entered into a grant agreement with the U.S. Department of Transportation, to address safety issues along Nolensville Pike related to substandard and/or missing walking, bicycling, and transit facilities, the need for pedestrian-scale lighting, and lack of crossing locations present throughout the project area approved by RS2025-1610 and RS2026-1740 (amendment one); and,

WHEREAS, the parties wish to amend that grant agreement to update language in Article 3 Summary Project Information – 3.2 Project’s Estimated Schedule extends estimated project schedule by 3 months on average from original dates and 6 months for public use, and Attachment B – Indirect Cost added to reflect 15 percent De Minimis rate; a copy of which amendment two is attached hereto; and,

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

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

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

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Abby Greer
Assistant Metropolitan Attorney

Member(s) of Council

- 1. Federal Award No.**
693JJ32640018
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
Metropolitan Government of Nashville-Davidson County
1 Public Square
Nashville, TN 37201-5007

Unique Entity Id.: LGZLHP6ZHM55
TIN No.: 62-0694743
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 60 months
- 7. Total Amount**

Federal Share:	\$13,049,572.00
Recipient Share:	\$3,262,393.00
Other Federal Funds:	\$0.00
Other Funds:	\$0.00
Total:	\$16,311,965.00
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA240246PR
- 11. Federal Funds Obligated**
Base Phase: Pre NEPA-Project– \$3,271,344.00
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.4101
0.61006600

14. Description of the Project

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

RECIPIENT

15. Signature of Person Authorized to Sign

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH THE NASHVILLE
DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE
see next page _____ DATE:
_____ Freddie O'Connell, Mayor
The Metropolitan Government of Nashville
and Davidson County

RECOMMENDED BY:

see next page _____ DATE: _____
Phillip Jones, Director
Nashville Department of Transportation and
Multimodal Infrastructure

APPROVED AS TO AVAILABILITY
OF FUNDS:

see next page _____ DATE: _____

Director of Finance
Department of Finance

APPROVED AS TO
FORM AND LEGALITY: see

next page _____ DATE: _____
Assistant Metropolitan Attorney

ATTEST:

_____ DATE: _____
Metropolitan Clerk

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature _____ Date
Name: Ryan Buck
Title: Agreement Officer

RECIPIENT

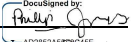
15. Signature of Person Authorized to Sign

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

DATE: _____

Freddie O'Connell, Mayor
The Metropolitan Government of Nashville
and Davidson County

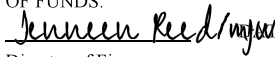
RECOMMENDED BY:

DocuSigned by:



DATE: 5/18/2026

Phillip Jones, Director
Nashville Department of Transportation and
Multimodal Infrastructure

APPROVED AS TO AVAILABILITY
OF FUNDS:

 DATE: 6/3/2026 | 9:40 AM CDT
Director of Finance
Department of Finance

APPROVED AS TO FORM

AND LEGALITY:
 DATE: 6/3/2026 | 9:42 AM CDT
Assistant Metropolitan Attorney

ATTEST:

Metropolitan Clerk

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

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

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

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

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

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

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: We Are Nolensville Pike

Application Date: 7/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$13,049,572.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Project 1: Gallatin Pike Emergency Vehicle Demo Project		
Base Phase: Pre-NEPA	\$10,345	

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

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

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Project 2:	We are Nolensville Pike (Nolensville Pike Corridor Project)	
Base Phase: Pre-NEPA	\$3,260,999	
Option Phase 1: Final Design, Right-of-Way, Misc Indirect Cost and Utility Relocation	\$2,245,629	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$7,242,939	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

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

Option Phase 1: RESERVED

Option Phase 2: RESERVED

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The projects will be completed in three phases as follow:

Project 1: Gallatin Pike Demo Project

- Base Phase:

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

- Option Phase 1:

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

- Option Phase 2:

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

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

- Base Phase:

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

- Option Phase 1:

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

- Option Phase 2:

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

3.2 Project’s Estimated Schedule.

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

Milestone	Schedule Date
Planned NEPA Completion Date:	August 31, 2026
Planned Construction Start Date	March 1, 2027
Planned Evaluation Period End Date:	September 30, 2028
Planned SS4A Final Report Date:	March 31, 2029

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

Milestone	Schedule Date
Planned NEPA Completion Date:	September 30, 2027
Planned Construction Start Date	November 1, 2029
Planned Construction Substantial Completion and Open to Public Use Date:	June 30, 2030
Planned SS4A Final Report Date:	January 31, 2031

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

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

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

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$440,354.00		\$440,354.00
Land, structures, rights-of-way, appraisals, etc.	\$701,759.00		\$701,759.00
Architectural and engineering fees	\$2,105,277.00		\$2,105,277.00
Project inspection fees	\$1,403,518.00		\$1,403,518.00
Site work	\$1,403,518.00		\$1,403,518.00
Demolition and removal	\$701,759.00		\$701,759.00
Construction	\$7,578,994.00		\$7,578,994.00
Miscellaneous-Indirect Cost	\$1,020,928.00		\$1,020,928.00
Contingency	\$955,858.00		\$955,858.00
Project Total	16,311,965		16,311,965

(c) Indirect Costs

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

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

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

4.2 Recipient Key Personnel.

Name	Title or Position
Katrina Jones	Capital Projects Manager

4.3 USDOT Project Contact(s).

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

and

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

And

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

and

Sonya Baker
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ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

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

SUBAWARDS AND CONTRACTS APPROVAL

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

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

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

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

5.2 Reimbursement Requests

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

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

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

ARTICLE 6 SPECIAL GRANT TERMS

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

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

6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 Pursuant to the court's preliminary injunction order in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash.), ECF No. 169 (June 3, 2025), DOT will not be imposing or enforcing the challenged conditions,* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to DOT Plaintiffs and subrecipients, or otherwise rescinding, withholding, cancelling, not processing, pausing, freezing, impeding, blocking, cancelling, terminating, delaying, or conditioning DOT funds based on such conditions to the DOT Plaintiffs or their subrecipients while subject to an injunction. Further, DOT will not require DOT Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on DOT Plaintiffs' participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place. Further, pursuant to the ruling in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.), DOT grant agreements have been modified to remove terms and conditions pertaining to cooperation with federal immigration enforcement.

*The challenged conditions are:

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

6.9 There are no other special grant requirements.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area:

US31E/SR6/Gallatin Pike in northeast Nashville

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

Baseline Measurement Date: September 1, 2027

Baseline Report Date: October 30, 2027

Table 1: Performance Measure Table

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

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

ATTACHMENT B CHANGES FROM APPLICATION

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

Scope: The original Nolensville Pike scope was not adjusted. NDOT is committed to the completion of this project in its original scope.

Schedule: The milestones schedule for each project was on average extended by three (3) months from original dates to accommodate new agreement timing and six (6) months for public use. No schedule changes were made in relation to indirect cost.

Budget: No budget changes regarding budget sources. Indirect cost added to reflect 15% De Minimis rate. The Finance Director does not directly sign off on single department indirect costs rates. It is a METRO wide document used to confirm agreement of rates outside of the 15% De Minimis rate. Thus, NDOT elects the 15% De Minimis rate, and the specific regulatory exclusions applied to the base. The Nashville Department of Transportation, a department of the Metropolitan Government of Nashville-Davidson County (Recipient), elects the 15% de minimis indirect cost pursuant to 2 CFR 200.414(f). Consistent with 2 CFR 200.1 “Modified Total Direct Cost (MTDC)”, this rate applies to a MTDC base. To prevent serious inequity in the distribution of indirect costs, equipment, contingencies, and a portion of the construction contracts exceeding \$50,000 were excluded from its MTDC base. This methodology ensures that indirect cost recovery equals the administrative effort required for the Recipient’s infrastructure projects. The \$1,020,927.75 Indirect Cost was moved to Miscellaneous in the (b) Cost Classification Table.

The Obligation Condition Table was updated to reflect the federal 80% only. Also under Option Phase 1 with ‘Misc Indirect Cost’ label only. (Total Federal indirect cost is \$816,742.40 (80%). Federal indirect cost for Project 1: \$32,670 (4%) and Project 2: \$784,073 is tracked in Option Phase 1 from original allotted funds).

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	\$13,049,572.00	.80%	\$13,049,572.00	.80%
Other Federal Funds				
Non-Federal Funds	\$3,262,393.00	.20%	\$3,262,393.00	.20%
Total Future Eligible Project Costs	\$16,311,965.00	100%	\$16,311,965.00	100%
Total Project Costs	\$16,311,965.00	100%	\$16,311,965.00	100%

ATTACHMENT C
[RESERVED]

ATTACHMENT D
[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

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

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

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

2. Supporting Narrative.

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

Chapter 3.56 Metro Charter - Labor Policy

3.56.010 - Right of employees to organize - Collective bargaining

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

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

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

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

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

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

2. Supporting Narrative.

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

Safe Streets and Roads for All (SS4A) Grant Program BUDGET FORM

NOTE: This Budget Form is for recipients of Implementation grants who do not meet the screening criteria.

1.0 BUDGET SUMMARY

If not provided in the application, provide Standard Forms (SFs). Forms are available at:
<https://www.grants.gov/forms/sf-424-family.html>

- SF-424 – Application for Federal Assistance
 - SF424-C Budget Information –Construction Programs
 - SF-424D Assurances for Non-Construction Programs
 - SFLLL - Note: The Prime Recipient only must complete this form, even if no lobbying to report. If no lobbying to report insert none or N/A in the form’s relevant blocks.
 - Identify project period of performance: [Start Date DD/MM/YYYY – End Date DD/MM/YYYY]
- Note: Any costs incurred outside of the period of performance (e.g., financial reconciliation at the end of the grant) are unallowable.

The Recipient should review and understand the following relevant 2 CFR § 200 Sections

- See 2 CFR 200.1, Definitions and review definitions of:
 - “Contract” and “Contractor”
 - “Indirect (facilities & administrative (F&A)) costs;” “Indirect cost rate proposal”.
 - “Equipment” per 2 CFR 200.1, Definitions
 - “Recipient” and “Subrecipient”
 - “Subaward” per 2 CFR 200.1, Definitions, and the requirements to make a subrecipient and contractor determination per 2 CFR 200.331
- 2 CFR § 200.306 – Cost sharing or matching
- 2 CFR § 200.313 – Equipment
- 2 CFR § 200.314 – Supplies
- 2 CFR § 200.318 - General procurement standards.
- 2 CFR § 200.319 - Competition.
- 2 CFR § 200.320 - Methods of Procurement to be followed.
- 2 CFR § 200.324 - Contract cost and price.
- 2 CFR § 200.331 – Subrecipient and contractor designations
- 2 CFR § 200.413 - Direct costs.
- 2 CFR § 200.414 - Indirect (F&A) costs
- 2 CFR § 200.431 - Compensation - fringe benefits.
- 2 CFR § 200.439 – Equipment and other capital expenditures
- 2 CFR § 200.453 – Materials and supplies costs
- 2 CFR § 200.475 – Travel costs
- 2 CFR § 200 Subpart E – Cost Principles
- 2 CFR Part 200 Subpart D –Procurement Standards

The recipient confirms that it has reviewed applicable 2 CFR Part 200 sections listed above, and that the information provided is correct and complete for the purposes set forth in the associated application for Federal Assistance.

Yes No

Table 1 -- Summary Budget Information

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$165,520.00	\$41,700.00	\$206,900.00
Supplies	\$240.00	\$60.00	\$300.00
Contractual /Consultant	\$1,684,222.00	\$421,055.00	\$2,105,277.00
Construction	\$10,382,848.00	\$2,595,392.00	\$12,978,240.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$816,742.00	\$204,186.00	\$1,020,928.00
Total Budget	\$13,049,572.00	\$3,262,393.00	\$16,311,965.00

NOTE: If there are no costs listed in the administrative and legal expenses cost classification on the SF-424-C, then the only cost element that will normally be filled out in this form is Construction. The administrative and legal cost classification is used when the recipient intends to perform project management work themselves that is billed directly to the grant agreement.

2.0 PROJECT TEAM

As applicable, name the organizations involved in delivering the project. List subrecipient(s), contractors and project stakeholders (i.e., Third-Party-In-Kind contributors). If unknown, mark as TBD.

Table 2 -- Project Organizational Framework

Entity	Designation
Metro Nashville	Lead Applicant/Recipient*
N/A	Subrecipient
N/A	Contractor
N/A	Partner/Stakeholder

Note: For co-applications (e.g., multi-jurisdictional application), identify which entity will be lead applicant (herein referenced as Recipient). Stakeholder would be a Third-Party-In-Kind contributor.

3.0 COST CATEGORIES

Note: Sections 3.1 to 3.5 and 3.8 and 3.9 are for cost budgeted for the Recipient only. Contractor, Subcontractor, and Consultant costs should appear under Budget Section 3.6 Contractors/Consultants. Complete sections, if applicable. Otherwise, may leave blank and note: "Left blank intentionally. Not applicable to Program."

3.1 Direct Labor *"Left blank intentionally. Not applicable to Program."*

- 1) Identify if the Recipient’s anticipated direct labor costs budget is based on labor rates that are: actuals or estimates;
 - a. If labor rates are based on actuals, provide evidence (e.g., paystub) or certification from CFO (or other relevant authority) that proposed labor rates reflect actual current rates of proposed individuals. Alternatively, if rates are based on a salary structure (i.e., pay scale), provide documentation to support the rates per labor category.
 - b. If the labor rates are estimates, provide a description of how the labor rates were estimated.
 - c. If applicable, a list of the number of any additional direct labor (new hires) that will be required during project performance.
- 2) Identify the annual direct labor escalation rate and its basis. Indicate when and how escalation will be calculated/implemented.

Provide a table Identifying the proposed individuals (if known), labor categories, and proposed hourly labor rates by individual. Example:

Name	Labor Category	Hourly Labor Rate	Hours	Total
John Doe	Senior Engineer	\$50.00	80	\$4,000.00

Note: Include the name of the proposed individual if known; however, if the labor proposed is based on a salary structure, name is not needed.

3.2 Fringe Benefits *"Left blank intentionally. Not applicable to Program."*

- Identify the Recipient’s fringe benefit rate(s) and anticipated costs.
- Provide a letter from the cognizant authority (e.g., CFO or Controller) verifying that the fringe rate has been approved within the organization.
- Has the rate been audited by an independent auditor or a government agency?
 - Yes No Other/Explain:
 - If yes, submit the final audit report.

3.3 Travel (complete this section only if travel costs are anticipated for the Recipient) *"Left blank intentionally. Not applicable to Program."*

Include a budget summary table to show anticipated travel costs.

Does the Recipient have a travel policy? Yes No Other/Explain:

- If yes, provide any applicable information/record that documents the applicable travel policy. The Recipient’s travel policy may include a State or County travel policy

that it follows. In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the Federal Travel Regulations will apply.

How will travel costs be charged? on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two?

3.4 Equipment (complete this section only if equipment costs are anticipated for the Recipient)

Provide a budget table that includes the anticipated equipment costs.

1) What is the basis of estimate? (Check all that apply):

- a. Vendor quotes
- b. Engineering estimates
- c. Prices previously paid
- d. Other (explain):

Vendor Quote [Southern Lighting & Traffic Systems]			
Quantity	Item	Unit Price	Total Price
22	OPTICOM compatible detector w/ confirmation P/N:DETOC1-IC-W	\$572.00	\$12,584.00
8	Optical Signal Processor / 4 channel P/N:SPOCV2-4	\$3,061.00	\$24,488.00
2	Detector cable, 3 conductor shielded – 2500’ reel P/N:M913-2500	\$2,573.00	\$5,146.00
12	Detector Mounting Kit (spanwire) P/N:4091-S	\$75.00	\$900.00
10	Detector Mounting Kit (mast arm) P/N:MAST-MNT-KIT	\$112.00	\$1,120.00
1	OSP Configuration Software P/N:OSPSOFT-USB	\$667.00	\$667.00
8	Card Cage for Processor P/N:1881	\$264.00	\$2,112.00
60	Low Profile Programmable Emitter P/N:T792HL-LOPRO-RW	\$1,038.00	\$62,280.00
1	Emitter Programming Software P/N:ECMPS-USB	\$105.00	\$105.00
1	Emitter Programming Cable P/N:3065-PROGCAB	\$237.00	\$237.00

60	Optional: Visible Light Filter P/N:MOTO-VLF	\$138.00	\$8,280.00
		Taxes (9.25%)	\$10,907.51
		Total	\$128,826.51

**Final equipment type and vendor subject to change*

2) Has a price/cost reasonableness determination been completed in accordance with applicable standards and regulations?

Yes No Other/Explain:

3) Will the equipment be used for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project?

Yes No Other/Explain:

4) Does the recipient have written procedures for managing equipment and that they meet the requirements in 2 CFR § 200.313(d)?

Yes No Other/Explain:

3.5 Supplies

Note: See 2 CFR § 200.314 for definition of Supplies and complete this section if supply costs are budgeted for the Recipient only. Include these costs in accordance with the recipient’s indirect cost agreement of minor items (2 CFR 200.413(d)).

Provide a budget that describes the estimates for all planned supply purchases. Example:

Item	Total
Copy Paper	\$300.00
Item	\$
TOTAL	\$300.00

1) Did the recipient review and understand the definition of “supplies” per 2 CFR 200.1, Definitions?

Yes No Other/Explain:

2) Does the recipient understand the difference between “supplies” and “equipment” as defined in 2 CFR 200.1?

Yes No Other/Explain:

3.6 Contractors (Non-Construction)/Consultants

Note: As applicable, this section should include other contractors involved that are not under the construction contract. These can include A/E, project inspection consultants, design consultants, archeologist firms, land and structures, ROW costs, supporting appraisal, etc.)

Include a budget summary table to show the anticipated costs for contractors/consultants. Recommend a separate budget summary table for each contractor/consultant, and a summary table showing the cumulative amount. If available, include, as applicable, labor, fringe, travel, equipment, supplies, and indirect costs anticipated to be incurred by the contractor/consultant.

Does the recipient have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the general procurement standards in 2 CFR 200.318, for the acquisition of property or services required under a federal award or subaward?

Yes No Other/Explain:

- If yes/other, provide a copy of the recipient's procurement procedures/policies.

<https://www.nashville.gov/departments/finance/procurement>

Scenario 1 – For Contract(s) that HAVE NOT been solicited or awarded provide:

“Left blank intentionally. Not applicable to Program.”

- Identify the type of competition: Competitive OR Noncompetitive:

If a noncompetitive procurement is necessary, indicate the circumstance the applies in accordance with 2 CFR 200.320(c).

- The acquisition does not exceed the micro-purchase threshold;
- The item is available only from a single source;
- The public exigency or emergency will not permit a delay;
- The Federal awarding agency authorizes a noncompetitive procurement; or
- After solicitation of a number of sources, competition is determined inadequate.

- Identify the estimated total value of each contract and the independent estimate including:

- The portion of work to be conducted under the contract (by task).

The Recipient acknowledges that it is responsible for performing a cost/price analysis on all proposed or selected Contractors/Consultants, showing the Recipient's determination that proposed costs are fair, reasonable, and necessary.

Yes No Other/Explain:

Scenario 2 – Contract(s) HAVE been solicited or awarded:

NOTE: 2 CFR 200.318 require the appropriate procurement procedures to be followed and that costs be evaluated based on the same standards to which recipients will be held after award.

Metro Nashville Finance Procurement Division Standards References:

<https://www.nashville.gov/departments/finance/procurement>

For each contract:

- 1) Explain how the independent estimate was formulated.

Fully loaded hourly rates are sourced from existing on-call contracts with the Metropolitan Government of Nashville and Davidson County. Estimates of person-hours are based on previous projects of similar scope and magnitude.

2) Name and address of Contractors/Consultants (for consultants, identify proposed individual's name, positions).

- KCI Technologies, Inc., 500 11th Ave N., Ste. 290, Nashville, TN 37203

Key Staff:

- Beth Ostrowski, PE, PTOE, Regional Practice Leader, Principal-in-Charge
- Brandon Taylor, PE, Practice Leader, Project Manager
- Jonathan Cleghon, PE, Senior Project Manager, Design Team Lead
- Will Hager, AICP, Practice Leader, Planning Team Lead
- Andrew Smith, Regional Practice Leader, NEPA Team Lead

- Consor Engineers, LLC, 101 Westpark Dr, Ste. 300, Nashville, TN 37027

Key Staff:

- Mark Lee, RLS, Survey Group Manager
- Josh Prysant, PE, Design Lead

- Fairpointe Planning, LLC, 2115 Yeaman Pl, Ste. 210, Nashville, TN 37206

Key Staff:

- Tanisha Hall, AICP, TDM-CP, Founding Principal/CEO, Public Engagement Team Lead
- Larry McGoogin, Principal

3) Contract type (e.g., fixed price, labor hour, cost reimbursement).

Labor Hour

4) Summary of the scope of the contract.

The KCI Team's role is to conduct community engagement and provide design documents for the proposed improvements as well as coordination, permitting, utility coordination bidding, and construction administration assistance for the project.

5) **The** portion of work to be conducted under the contract (by task).

Task 1 – Project Management and Stakeholder Coordination

This task will consist of general management and administration of the public engagement and design as well as coordination with NDOT staff throughout the project. This includes

general correspondence, status reports, meetings, and documentation related to the KCI team's role through the project's duration. It is expected that bi-weekly meetings will occur during the design phase of this project.

In addition to project management activities conducted directly with NDOT, it is anticipated that KCI will be required to coordinate the design with WeGo Public Transit and the Tennessee Department of Transportation (TDOT), who would be considered primary stakeholders along Nolensville Pike. Along with general coordination outlined above, Task 1 will be used for coordination activities with WeGo and TDOT exclusively, while Task 2 will be used for coordination with the surrounding communities and Task 7 will be used for utility coordination.

Task 2 – Public Engagement

Phase I:

Project Introduction and Initial Community Assessment

During the initial phase, the project will develop a robust communication foundation. Multilingual project communication materials will be created to ensure broad understanding. A digital engagement platform will be established using Public Input, allowing for wide-reaching community interaction. A comprehensive stakeholder and community contact database will be developed to facilitate targeted and inclusive outreach.

Deliverables:

- Multilingual project fact sheets
- Stakeholder engagement database
- Initial community engagement report

Preliminary Design Outreach

This phase focuses on active community engagement and information dissemination. Strategies include canvassing commercial and retail locations to distribute project information and workshop flyers. Multilingual community workshops will be conducted, complemented by pop-up engagement at target intersections with vulnerable road user populations. The workshop will be available virtually or recorded as an asynchronous engagement option to be available for review on NDOT digital platforms. Interactive project visualization materials will be developed to help residents better understand proposed improvements, with online and in-person comment mechanisms created through the Public Input platform.

Deliverables:

- Maximum two (2) community workshops (with translators)
- Maximum five (5) pop-ups at target intersections and/or community events
- Virtual or asynchronous workshop engagement option
- Detailed workshop summary reports
- Interactive project visualization materials
- Comprehensive community feedback compilation

Phase II: Detailed Design Consultation

The detailed design phase will focus on meaningful collaboration between the community and design team. Through targeted workshops and pop-up engagements along the corridor, residents can review and provide feedback on specific design concepts. The workshop will be available virtually or recorded as an asynchronous engagement option to be available for review on NDOT digital platforms. Public input will be systematically documented and shared with the design team to inform technical decisions and ensure community priorities are reflected in the final design solutions.

Deliverables:

- Popup engagement information
- Maximum two (2) community workshops (with translators)
- Maximum five (5) pop-ups at target intersections and/or community events
- Virtual or asynchronous workshop engagement option
- Community workshop summary

Implementation Communication

The implementation phase will focus on keeping the community informed and engaged throughout the project's construction period. A comprehensive communication plan, including a construction impact strategy, will be developed. Regular informational updates about upcoming improvements will ensure transparent communication.

Deliverables:

- Implementation communication plan (translated)
- Construction impact strategy
- Regular project update communications
- Community feedback tracking report

Reporting and Documentation

- Monthly progress reports
- Two-phase comprehensive engagement reports
- Final public engagement summary document

Assumptions

- Translation and interpretation services (written and verbal) provided by NDOT
- Materials printed by NDOT
- Coordination and materials for media will be provided by NDOT
- Assistance from Metro's engagement team that has been working along the corridor is anticipated
- Community workshops hosted at free venues along corridor
- Digital engagement platform upload and monitoring by NDOT via public input

Task 3 – Survey

CONSOR Engineers will provide land surveying services to prepare a topographic survey for the proposed design between McCall Street and Haywood Lane. The topographic survey will

be performed within the public right-of-way. Details of the topographic surveying scope of work are as follows:

- Topographic survey referenced to the Tennessee State Plane Coordinate System (NAD83/95 horizontal datum, NAVD88 vertical datum) to include ground elevations to one-foot contour intervals, all above-ground and underground utilities (including gravity storm sewer/culvert and sanitary sewer invert elevations), all physical features, right-of-way lines, and adjacent property ownership data.
- Additional ground spot elevation shots as necessary to identify break lines in ground surface.
- If gravity sewers (storm or sanitary) extend beyond the limits of the survey, locate and obtain invert elevation of next structure outside limits.
- Provide electronic file of topographic survey with elevation break lines assigned. Provide a separate electronic file containing DTM features only (points, break lines, contours, exterior boundary, etc.).
- Field run vertical level circuit (using level) with two benchmarks set outside of the construction limits.
- Two horizontal control points to be set (Tennessee State Plane Coordinate System) outside of the construction limits.
- Right-of-way (ROW) and adjoining property lines will be drawn using best available field evidence collected during the survey along with current deeds/plans or plans of record.
- Underground utilities will be shown based upon above-ground features and/or maps and plans by others requiring verification by appropriate governing authorities prior to any digging.

Task 4 – Preliminary Design Plans (60%)

Based on the safety improvements identified in the grant application shown in the table and figures above and outcomes from the public engagement, the KCI team will prepare Preliminary Design Plans using the survey collected in Task 3. The Preliminary Design Plans, which are estimated to be 60% complete, will be used as the basis for the Final Construction Plans. The following deliverables will be initiated during the Preliminary Design phase of the project.

Task 4.1 – Preliminary Design Plans (60%)

The KCI team will prepare Preliminary Design Plans for the proposed safety improvements. These plans will be prepared in accordance with applicable NDOT and TDOT standards. Included will be typical sections, preliminary quantities, property map, property acquisition table, legal descriptions (if needed), present and proposed layouts, mainline, side road and business entrance profiles, traffic signal layout and design details, retaining walls along the backs of new sidewalks (if needed), concept erosion prevention and sedimentation (EPSC) plans, preliminary pavement marking and signage plans, streetscape plans, grading and drainage plans, bus stop enhancement plans, and street lighting plans. With the exception of the new sidewalk proposed on the east side of Nolensville Pike between 4056 Nolensville Pike and Haywood Lane, these Preliminary Design Plans will be provided to the utility companies for them to design their relocation plans from. The KCI Team acknowledges that

water and sanitary sewer lines are likely to be relocated in the above-referenced sidewalk section and will provide relocation plans for the utility's use.

The KCI team will provide to the client one (1) PDF copy of the plans for review by NDOT.

Task 4.2 – Preliminary Design Review Meeting

Following completion and submittal of the Preliminary Design Plans to NDOT staff and utilities for review, the KCI team will meet with NDOT staff one (1) time to review the Preliminary Design package. It is anticipated that KCI, NDOT, WeGo, and TDOT may be in attendance. Comments for all reviewing agencies will be reviewed and discussed one time in this Task. KCI will provide a response to each comment and approval from the review agency on their comments prior to moving onto Task 5 and 6.

If ROW or temporary construction easements are required, then acquisition will be handled by Metro. KCI's team can assist as an additional service.

Task 4.3 – Engineer's Preliminary Opinion of Probable Cost

In conjunction with the development of Preliminary Design Plans, the KCI team will prepare an engineer's preliminary opinion of probable construction cost for the project. This opinion will be developed utilizing unit costs for each itemized quantity. Unit costs will be based on information obtained from TDOT and NDOT as well as relevant project information, experience, and professional judgment of the KCI team.

The KCI team does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, competitive bidding, or market conditions; therefore, it does not guarantee that proposals, bids, or actual costs may not vary from opinions of cost prepared by it.

Task 5 – NEPA Documentation

The following describes the proposed services required to attain National Environmental Policy Act (NEPA) approval for the proposed project. KCI believes that the Federal Highway Administration (FHWA) would determine that the proposed project would qualify to be classified as a Categorical Exclusion (CE) NEPA document. While it is possible that the project may qualify as a D-list CE, review of land use in the project corridor indicates that this is a full CE is a reasonable goal/strategy. KCI will develop environmental documentation in compliance with NEPA and Section 106 of the National Historic Preservation Act.

Task 5.1 – NEPA Kick-Off and Coordination

Upon award, KCI will meet with the Project Manager to review the proposed NEPA Schedule and Delivery Plan along with a schedule of product deliveries including project concepts, the Project Purpose and Need (P&N), the Environmental Inventory, mapping, and to discuss strategies regarding FHWA coordination, resource agency and public and stakeholder coordination.

It is assumed that NDOT will be the sponsoring agency and as such, will require that the project team coordinate with them on key issues including P&N, Public and Interagency Outreach, and any FHWA coordination requested.

Task 5.2 – Environmental Inventory

KCI will conduct an Environmental Inventory and mapping to assess potential impacts from the proposed interchange concepts and for inclusion in the proposed CE document. The inventory will:

- Identify any preserved land, Section 6(f) lands, conservation easements and or public recreational areas in the study area.
- Coordinate with the U.S. Fish and Wildlife Service (USFWS) and presence of species of concern and or habitat for rare, threatened, or endangered species. Field identification would not be considered under this scope of services.
- Conduct champion/specimen tree inventory and prepare letter report.
- Coordinate with the Tennessee Historical Commission to determine the presence of any historic properties and areas of high archaeological probability in the study area.
- Conduct background study and site history for hazardous materials from existing data sources.
- Identify community resources, and Limited English Proficiency (LEP) and Environmental Justice (EJ) populations.
- Prepare Environmental Inventory mapping. KCI will develop GIS maps to illustrate the natural resources inventory, cultural resource inventory, and project site location map.
- Calculate/update iterative project impacts for up to two concepts.
- Provide impact summaries/tables to support NEPA documentation, resource agency coordination, and public outreach activities.
- Coordinate resource impacts with the highway engineers to avoid and/or minimize alternative impacts.
- Develop conceptual mitigation plan for unavoidable resource impacts.
- Attend, prepare for, participate, and assist with developing meeting summaries for four (4) NDOT meetings.
- Attend, prepare for, participate, and assist with developing meeting summaries for two (2) public information meetings.

Task 5.3 – Public Involvement/Outreach

KCI, in coordination with the NDOT, will develop a public/stakeholder outreach plan that meets NEPA requirements. KCI proposes two (s) formal public meetings to meet this requirement. The initial meeting would present an overview of the P&N, designs under study, and an environmental overview while providing an opportunity for the public and stakeholders to ask project team members questions regarding the project. The project team will work with NDOT to identify key known stakeholders in the project area. Following each meeting, KCI will prepare a public meeting summary that includes display/graphics used, a summary of comments received, and how comments received regarding the design were considered.

Task 5.4 – Prepare CE Document

KCI will prepare the proposed CE document per 40 CRF 1500-1508 and FHWA's Technical Advisory T6640.8A.

Task 6 – Final Construction Plans (100%)

Following review of the Preliminary Design Plans and NEPA approval, KCI will begin development of the Final Construction Plans. This will include completion of Final Construction Plans, a final estimated opinion of cost, and a final development review meeting.

Task 6.1 – Final Construction Plans (100%)

Utilizing the Preliminary Design Plans completed in Task 4, the KCI Team will prepare Final Construction Plans and specifications acceptable for bidding purposes. Final Construction Plans will incorporate any final revisions and comments identified in the Preliminary Design phase. These plans will be prepared in accordance with applicable NDOT and TDOT standards. Final Construction Plans will be expanded to include final erosion control and traffic control plans.

The KCI team will provide to the client Final Construction Plans sealed by a professional engineer registered in the State of Tennessee. The submittal will include: one (1) PDF copy of the plans.

Task 6.2 – Final Engineer's Opinion of Probable Cost

The KCI Team will update the preliminary opinion of cost based on the Final Construction Plans. This opinion will be developed utilizing unit costs for the final quantities. Unit costs will be based on information obtained from TDOT and NDOT as well as relevant project information, experience, and professional judgment of the KCI team.

The KCI team does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions; therefore, it does not guarantee that proposals, bids, or actual costs may not vary from opinions of cost prepared by it.

Task 6.3 – Final Review Meeting

Following submittal of the final plans and cost to NDOT staff for review, the KCI team will meet with NDOT staff one (1) time to review the final design package and discuss the next phases of the project. At this point, the TDOT local programs guidelines will be reviewed for concurrence.

Task 7 – Utility Coordination

As a part of the project, the KCI Team will provide assistance to NDOT staff for utility coordination. This includes coordination with utility providers in the area to determine and resolve potential conflicts and to assist in the development of the Utility's relocation plans. It is anticipated that KCI will meet with each utility in the area one (1) time and coordinate with each utility company by phone and email to complete the relocation plans.

Coordination with the utility companies and the KCI Team will begin during the Preliminary Design Plan preparation (Task 4) and will continue through construction, as needed.

Task 8 – Permitting

This scope anticipates the need for multiple permits. The KCI team will work with Metro Water Services Stormwater Division and the Tennessee Department of Environment and Conservation (TDEC) in securing the necessary permits from the two (2) organizations as needed. KCI anticipates the need for a Metro Water Services grading permit and the potential need for an NPDES erosion control permit.

Task 9 – Preparation of Bid Documents

The KCI Team will provide bidding assistance to NDOT staff, as needed. This includes preparation of all necessary bid documents for a successful bid of the project, attendance at a pre-bid meeting, providing responses to bidder questions and requests for clarification, addendum preparation (if needed), as well as bid tabulation and review.

Task 10 – Design Modifications

The KCI Team, being the engineer of record for this project, will provide limited construction administration as needed for the duration of the construction of this project. This includes responses to Requests for Information (RFIs) and reviews of material submittals. This scope allows for three (3) field meetings for design clarification during construction.

- 6) Proposed amount and supporting cost/price proposal (with supporting information as necessary).

Task	KCI Fee	Conсор Fee	Fairpointe Fee	Total Fee
Task 1 – Project Management and Stakeholder Coordination	\$180,310.16	\$91,918.32	\$0.00	\$272,228.48
Task 2 – Public Engagement	\$46,467.60	\$0.00	\$69,912.00	\$116,379.60
Task 3 – Survey	\$0.00	\$260,838.88	\$0.00	\$260,838.88
Task 4 – Preliminary Design Plans (60%)	\$271,098.68	\$498,808.08	\$0.00	\$769,906.76
Task 5 – NEPA Documentation	\$135,042.68	\$0.00	\$0.00	\$135,042.68
Task 6 – Final Construction Plans (100%)	\$179,919.06	\$233,438.00	\$0.00	\$413,357.06
Task 7 – Utility Coordination	\$44,982.20	\$21,430.00	\$0.00	\$66,412.20
Task 8 – Permitting	\$11,712.32	\$15,446.72	\$0.00	\$27,159.04

Task	KCI Fee	Conсор Fee	Fairpointe Fee	Total Fee
Task 9 – Preparation of Bid Documents	\$8,169.00	\$15,616.38	\$0.00	\$23,785.38
Task 10 – Design Modifications	\$35,805.60	\$86,525.96	\$0.00	\$122,331.56
Contract Total				\$2,207,441.64

- 7) Proposed hourly labor rates; indicate if these rates are fully-burdened (loaded with indirect rates) or not. In the case of unloaded labor rates, provide applicable indirect rates and bases, and fee/profit rates and bases, if applicable.

Fully Burdened Hourly Rates	
<i>KCI</i>	
Administration	\$111.39
Engineering Technician I	\$84.87
Engineering Technician III	\$127.31
Project Planner I	\$137.92
Project Planner II	\$164.44
Project Planner III	\$201.57
Junior Planner	\$116.70
Engineering Intern II	\$127.31
Project Engineer I	\$137.92
Project Engineer II	\$164.44
Project Engineer III	\$201.57
Principal Traffic Engineer	\$238.70
Principal Planner	\$254.62
Principal	\$350.10
<i>Conсор</i>	
Survey Assistant	\$68.96
Administrative Support	\$79.57
Survey Party Chief	\$90.18

CAD Technician/Aerial Surveyor	\$116.70
Junior Engineer	\$122.00
Registered Land Surveyor	\$137.92
Project Engineer	\$143.22
Senior Engineer	\$148.53
Project Manager	\$206.88
Principal	\$265.23
<i>Fairpointe</i>	
Public Involvement Specialist	\$130.00
Planner II	\$165.00
Public Involvement Specialist	\$155.00
Planner VI	\$220.00
Senior Project Manager	\$239.00

8) Provide the relevant details of any other cost element that is proposed (see Table 1 and the details required for each cost element in this document).

Left blank intentionally. Not applicable to Program.

9) Summarize the solicitation or source selection process. (Note: This is often included in the summary presented to the governing body of the jurisdiction when contract authority is requested (e.g., memo to board of supervisors, memo to city council, memo to board of selectmen, etc.) Identify if this was a quals-based, best-value, or lowest price technically acceptable.

- i. Competitive or
- ii. Non-competitive solicitation. If a noncompetitive procurement is necessary, indicate the circumstance the applies in accordance with 2 CFR 200.320(c).

The KCI Technologies, Inc. Consultant Team currently maintains a contract with NDOT through the qualifications-based Traffic Engineering On-Call. The Team was selected for this project based on their previous work and understanding along the corridors, including the SS4A application and TDOT Nolensville Pike Pedestrian Road Safety Initiative Program (PRSI) Planning Study and Design.

10) Indicate (select all that apply) the basis for determining the price/cost is reasonable:

- Competitive proposals received and Recipient awarded via a lowest price or best value determination.

- Compared the proposed contract price to historical prices paid for similar services.
- The proposed prices by the prospective contractor were consistent with the prices paid on other contracts awarded to the same vendor or another vendor for similar scope of work.
- Other: _____

11) Awarded contract value.

\$1,743,387.48

3.7 Construction

Provide the requested information that describes the estimated costs for the construction contract that is anticipated for the project. Also include anticipated contingencies for the project. Breakout contingency costs.

- Identify the selected project delivery type.

General Contractor

- Summarize the proposed solicitation and source selection process.

The construction contractor will be selected for a time and materials contract based on the lowest competitive bids.

- Explain how the budget estimate was formulated.

The construction estimate was developed using accepted engineering planning-level estimate percentages calculated from the total budget. Contingency percentages align with historical contingency percentages for recent similar projects.

- Provide a copy of the independent cost estimate (e.g., engineer’s estimate) used for the budget in the draft grant agreement.

Simplified Overview	
\$16,311,965.00	Total SS4A Grant Budget
\$1,743,387.48	Total Consultant Fee
\$14,335,179.00	Total Construction Budget
\$1,976,786.00	Total Construction Contingency (12.1% of Construction Budget)

**See grant supplemental budget form attachment for construction item estimates*

**A 3% inflationary factor was applied to construction line-item cost totals*

The Recipient acknowledges that it is responsible for performing a cost/price analysis for *every procurement action in excess of the Simplified Acquisition Threshold* to determine the proposed costs are fair, reasonable, and necessary.

Yes No Other/Explain:

3.8 Other

Other costs may include, but is not limited to, any additional fees that will assessed against the total project cost, like TERO fees for Federally Recognized Tribe Recipients. For other items that that are not supplies or equipment, describe the estimates for all items in the 'other' cost category, including:

- Description of item/cost.
- The rationale for including the cost and documentation to support the cost rate.
- If an item does not fall within a cost element in Table 1 and requires procurement, please provide the following:
- Summary of market research.
- Basis of estimate (e.g., vendor quotes, engineering estimates, prices previously paid).
- Procurement approach.

Left blank intentionally. Not applicable to Program.

3.9 Indirect Costs *"Left blank intentionally. Not applicable to Program."*

If the recipient intends to charge indirect costs, provide a budget that describes the estimate for indirect costs, including:

- If Indirect Cost Rate Proposal (ICRP) is federally audited and approved, provide letter from federal agency approving the indirect cost rate;
- If ICRP is audited by state governmental agency, provide letter from state agency approving the indirect cost rate;
- If the recipient does not have a current negotiated (including provisional) rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) in accordance with 2 CFR 200.414 (f). No documentation is required to justify the 10% de minimis indirect cost rate. If applicable, identify if the recipient elects to charge a de minimis rate.
- If not federally audited and approved, provide an indirect cost rate proposal, and certify it is in accordance with 2 CFR § 200.414, 2 CFR § 200.416, and 2 CFR § 200, Appendix VII

Indicate if indirect cost rates are provisional, fixed, predetermined or final; see 2 CFR § 200, Appendix VII, (B));

-Indicate what fiscal year(s) the rate is authorized for billing; and

-State what the modified total direct cost (MTDC) basis is that the indirect rate burdens.

4.0 COST SHARE

Provide a table with the sources of cost share, the type of cost share and the amounts. Provide letters of commitment from entities providing cost share, to include the pledged amount from each entity.

Table 3 -- Sources of Cost Share

Entity	Type of Cost Share	Amount
Metro Nashville	e.g., In-kind contributions of direct labor, contributions to contractual/consultant and construction costs, and in-kind contributions of indirect costs	\$3,262,393.00
Organization B	N/A	\$0.00
Organization C	N/A	\$0.00

** The fair market value of all committed cost share must be established in the budget narratives provided under Section 3.0 –Cost Categories.

The recipient confirms that the proposed cost sharing amount complies with 2 CFR § 200.306 (Cost sharing or matching) and the requirements stated in the NOFO.

Yes No Other/Explain:

5.0 CERTIFICATIONS

The recipient confirms that to the best of its knowledge the costs and information detailed above are correct and complete for the purposes set forth in the associated application for Federal Assistance.

Yes No Other/Explain:

The recipient confirms that all proposed costs in the budget application are allowable direct and allocable indirect costs. That proposed costs are allowable in accordance with 2 CFR § 200.403, reasonable in accordance with 2 CFR § 200.404, and allocable per 2 CFR § 200.405 for the purpose of the federal award.

Yes No Other/Explain:

The recipient confirms that the budget does not include any previously incurred expenses, or costs to be incurred before the time of award and obligation.

Yes No Other/Explain:

Does the recipient have any potential conflict of interest, as defined in 2 CFR 200.318, to disclose?

Yes No Other/Explain:

The recipient understands that during the period of performance, it is required to disclose any potential conflict of interest as required by 2 CFR § 200.112.

Yes No Other/Explain:

Signature of Authorized Representative



Name: Valeria Martinez

Title: Planner

Date: 04/08/2026