

ADDENDUM No. 1

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2018
(PUB. L. 115-141, MARCH 23, 2018)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2018 BUILD TRANSPORTATION DISCRETIONARY GRANTS)**

CITY OF SPRING HILL, TENNESSEE

I-65 INTERCHANGE AT BUCKNER ROAD

FHWA FY 2018 BUILD Grant No. 33

SECTION 1. PURPOSE OF ADDENDUM

- a) The purpose of this addendum, Addendum No. 1 (the “Addendum”) to FHWA FY 2018 BUILD Grant No. 33 (“Grant Agreement”), is to recognize and accept modifications to the statement of work, schedule, and USDOT contacts for the “I-65 Interchange Spring Hill Williamson County, TN” Project (“Project”).
- b) This Addendum will constitute a formal amendment to the Grant Agreement, which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the “Government” or “FHWA”) and City of Spring Hill, Tennessee (the “Recipient”) (collectively the “Parties”). Except as modified, changed and supplemented by this Addendum, all terms and conditions of the original Grant Agreement shall continue in full force and effect.
- c) The following sets out the amendments to the referenced sections of the Grant Agreement:

SECTION 2. AMENDED ARTICLE 1 OF THE GRANT AGREEMENT

a) Section 1.4 of the Grant Agreement is amended and restated in its entirety and will read as follows:

1.4 **Federal Award Amount.** The USDOT hereby awards a FY 2018 BUILD Transportation Discretionary Grant in the amount of \$25,000,000 for the budget period. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

b) Section 1.5 of the Grant Agreement is amended and restated in its entirety and will read as follows:

1.5 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the project end date in FMIS. The period of performance for this award begins on the date of this agreement and ends on the project end date in FMIS.

c) A new Section 1.6 of the Grant Agreement is added and will read as follows:

1.6 Budget Period.

- (a) The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.2. The Recipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement. This restriction includes any costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458 incurred prior to the date of this agreement. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for this Project.

d) The existing Sections 1.6 through 1.9 of the Grant Agreement are renumbered as Sections 1.7 through 1.10.

SECTION 3. AMENDED ARTICLE 2 OF THE GRANT AGREEMENT

a) Section 2.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.2 Summary of Project’s Estimated Schedule. (See Attachment B for additional details).

Actual Completion of NEPA:	February 12, 2020
Actual RFP Approval:	July 16, 2020
Actual Design-Build Contract Award Date:	January 8, 2021
Actual Design/Build Start Date:	January 22, 2021
Actual Construction Date:	February 1, 2022
Planned Construction Substantial Completion and Open to Traffic Date:	May 1, 2024
Budget Period End Date:	June 30, 2025

b) Section 2.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.3 Summary of Project’s Estimated Budget. (See Attachment C for additional details).

BUILD Funds and Additional Sources of Project Funds:

BUILD Grant Amount:	\$25,000,000
Other Federal Funds ¹ :	\$ 9,634,757
State Funds ² :	\$ 6,408,689
Local Funds ³ :	\$21,089,418
Private Funds (if any):	\$ 0
Other Funds (if any):	\$ 0
<hr/> Total Project Cost:	\$62,132,864

¹ NHPP

² State funds includes \$2,408,689 intended to match NHPP funding per requirements.

³ City Bond Funds provided by City of Spring Hill

c) Section 2.4 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.4 Recipient Cost Share Certification.

As negotiated, the Recipient hereby certifies that not less than \$27,498,107 in non-Federal funds are committed to fund the Project.

d) Section 2.8 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.8 Recipient Contacts.

Pamela S. Caskie
City Administrator
City of Spring Hill, Tennessee
199 Town Center Parkway
Spring Hill, Tennessee 37174
(931) 486-2252
pcaskie@springhilltn.org

Clayton Markham
Civil Engineering Manager 2, Construction Division
Tennessee Department of Transportation
James K. Polk Building, 7th Floor
505 Deaderick Street
Nashville, TN 37243
(615) 350-8332
clayton.markham@tn.gov

SECTION 4. AMENDED ARTICLE 4 OF THE GRANT AGREEMENT

a) Section 4.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:

4.2 Closeout Information. No later than 90 days after the end of the period of performance, the Recipient shall:

- (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and any other information required under the Administering Operating Administration's closeout procedures; and
- (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

b) Section 4.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:

4.3 Project Closeout. In this agreement, "Project Closeout" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.2.

SECTION 5. AMENDED ARTICLE 7 OF THE GRANT AGREEMENT

a) Section 7.2 of the Grant Agreement is amended and restated in its entirety as follows:

7.2 Schedule Changes. If the project's substantial completion date changes to a date that is more than six months after the substantial completion date listed in section 2.2 or a schedule change would require the budget period to continue after the budget period end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

SECTION 6. AMENDED ARTICLE 8 OF THE GRANT AGREEMENT

a) Section 8.1 of the Grant Agreement is amended and restated in its entirety as follows:

8.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) The Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2, 2.3, and 2.4;

- (2) The Recipient fails to start the design/build project before **March 4, 2021**;
 - (3) The Recipient fails to begin expenditure of award funds by **March 22, 2021**;
 - (4) The Recipient fails to finish construction (substantial completion) by **November 1, 2024**;
 - (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) The USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section the USDOT may elect to consider only the interests of the USDOT.

b) Section 8.3 of the Grant Agreement is amended and restated in its entirety as follows:

8.3 Fund Liquidation, Adjustment, and Cancellation.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 8.3(c).
- (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.344 – .346.
- (c) Outstanding FY 2018 BUILD Discretionary Grant balances are canceled by statute after September 30, 2025, and are then unavailable for any purpose, including adjustments.

SECTION 7. AMENDED ATTACHMENT B OF THE GRANT AGREEMENT

Attachment B of the Grant Agreement is amended and restated in its entirety and will read as follows:

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

Actual Start of Preliminary Engineering:	February 5, 2019
Actual End of Preliminary Engineering:	March 4, 2020
Actual Completion of NEPA:	February 12, 2020
Actual Start of Right of Way Acquisition:	February 20, 2021
Planned End of Right of Way Acquisition:	August 9, 2022

Actual RFP Approval: July 16, 2020

Actual Design Build Advertisement : July 17, 2020

Actual Design Build Contract Award Date: January 8, 2021

Actual Design Build Start Date: January 22, 2021

Actual Construction Start Date: February 1, 2022

Major Project Activity	Planned Start Date	Planned End Date
Design (Final, Permits)	August 19, 2021	May 1, 2024
Right-of-way Acquisition	August 19, 2021	May 1, 2024
Construction Engineering Services	August 19, 2021	May 1, 2024
Mobilization	August 19, 2021	May 1, 2024
Erosion Control	February 1, 2022	May 1, 2024
Utility Relocations	February 1, 2022	May 1, 2024
Clearing and Grubbing	February 1, 2022	May 1, 2024
Traffic Control	February 1, 2022	May 1, 2024
Earthwork	February 1, 2022	May 1, 2024
Construct Bridge	February 1, 2022	May 1, 2024
Signalization	February 1, 2022	May 1, 2024
Asphalt and Pavement Markings	February 1, 2022	May 1, 2024

Planned Construction Substantial Completion
and Open to Traffic Date: May 1, 2024

Budget Period End Date: June 30, 2025

SECTION 8. AMENDED ATTACHMENT C OF THE GRANT AGREEMENT

Attachment C of the Grant Agreement is amended and restated in its entirety and will read as follows:

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

The Project will construct a new diverging diamond interchange on I-65 between Saturn Parkway (SR 396) and I-840, as well as construct an extension of Buckner Road from Buckner Lane to the new interchange, and from the new interchange to Lewisburg Pike (US 431). As a result of additional schedule analysis and project planning, it was determined that all three project segments should be constructed as a single design-build contract in order to meet the required BUILD Grant schedule. However, as indicated in the original BUILD Grant application, all BUILD Grant funds will be utilized solely for the interchange segment of the contract.

Activity	FY 2018 BUILD Transportation Discretionary Grant Funds	Other Federal Funds (NHPP)	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	Project Cost
NEPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design (Final, Permits)	\$1,500,000	\$490,512	\$122,628	\$1,886,860	\$0	\$0	\$4,000,000
Right-of-Way Acquisition	\$8,899,575	\$0	\$0	\$7,133,954	\$0	\$0	\$16,033,529
Construction Engineering Services	\$1,803,378	\$520,000	\$130,000	\$1,457,788	\$0	\$0	\$3,911,166
Mobilization	\$818,004	\$421,997	\$105,499	\$724,500	\$0	\$0	\$2,070,000
Erosion Control	\$1,294,060	\$250,526	\$62,631	\$1,442,783	\$0	\$0	\$3,050,000
Utility Relocations	\$2,560,815	\$0	\$0	\$651,443	\$0	\$0	\$3,212,258
Clearing and Grubbing	\$225,000	\$80,000	\$20,000	\$175,000	\$0	\$0	\$500,000
Traffic Control	\$800,000	\$201,834	\$50,458	\$847,708	\$0	\$0	\$1,900,000
Earthwork	\$1,400,000	\$1,300,714	\$325,178	\$3,507,108	\$0	\$0	\$6,533,000
Bridge Construction	\$4,000,000	\$2,000,600	\$500,150	\$399,250	\$1,300,000	\$0	\$8,200,000
Signalization	\$900,000	\$472,561	\$118,142	\$9,297	\$200,000	\$0	\$1,700,000

Asphalt and Pavement Markings	\$799,168	\$3,896,013	\$974,003	\$2,853,727	\$2,500,000	\$0	\$11,022,911
Total project cost	\$25,000,000	\$9,634,757	\$2,408,689	\$21,089,418	\$4,000,000	\$0	\$62,132,864

SECTION 9. AMENDED ATTACHMENT D OF THE GRANT AGREEMENT

Attachment D of the Grant Agreement is amended and restated in its entirety and will read as follows:

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: Since the interchange will be a new installation and not a modification to an existing road, the areas measured will be three (3) existing roads that run parallel to I-65 and in the same parallel vicinity as the interchange on these respective roads. The existing roads will be on Highway 31, Buckner Lane and Highway 431 and the areas measured will be just north of Buckner Road intersection with each.

Pre-project Measurement Date: July 1, 2021

Pre-project Report Date: December 2, 2021

Project Outcomes Report Date: May 1, 2028

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Auto Crash Rates by Type/Severity	<p style="text-align: center;">Safety</p> <p>Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury and property-damage-only (PDO) crashes</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of 5/1/2025 5/1/2026 5/1/2027</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning 6/1/2025 6/1/2026 6/1/2027</p>
Average Daily Traffic (ADT)	<p>Category: Economic Competitiveness</p> <p>The total volume of vehicle traffic on a highway or road segment</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures:</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning</p>

	per day as defined by the project study area	Accurate as of 5/1/2025 5/1/2026 5/1/2027	6/1/2025 6/1/2026 6/1/2027
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SECTION 10. EXECUTION OF ADDENDUM

This Addendum may be executed in counterparts, which constitute one document. The parties shall execute this Addendum in quadruplicate and intend each countersigned original to have identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 2022.

Signature of USDOT's Authorized Representative

Pamela Kordenbrock
Division Administrator
FHWA Tennessee Division

EXECUTION BY THE CITY OF SPRING HILL, TENNESSEE

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2022.

Signature of Recipient's Authorized Representative

Jim Hagaman
Mayor, City of Spring Hill, TN

EXECUTION BY TENNESSEE DEPARTMENT OF TRANSPORTATION

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2022.

Signature of State Department of Transportation
Designated Official Representative

Howard H. Eley
Commissioner, Tennessee Department of Transportation