a. No federally appropriated funds have been paid or will be paid, by or on behalf of the MPO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with is grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub recipients of federally appropriated funds shall certify and disclose accordingly.

37. MAINTENANCE OF RECORDS

The CONSULTANT shall maintain documentation for all charges against the MPO. The books, records and documents of [contractor], insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and shall be subject to audit at the Consultant's offices, at any reasonable time and upon reasonable notice by the MPO or its duly appointed representatives. The financial records shall be maintained in accordance with generally accepted accounting principles.

38. SUSPENSION AND DEBARMENT

The CONSULTANT warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR,

1986 Comp., p. 189).

39. CONFLICTS OF INTEREST

The CONSULTANT warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the MPO in connection with any work contemplated or performed relative to this Contract.

40. ENVIRONMENTAL TOBACCO SMOKE

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the CONSULTANT shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The CONSULTANT shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

41. LICENSURE

The CONSULTANT and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

42. NOTATIONS AND STATEMENTS

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page: *This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.*

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the CONSULTANT shall include the statement, "This project is funded (in part) under an agreement with the State of Tennessee, Department of Transportation."

43. PUBLIC ACCOUNTABILITY

If [Contractor] is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by CONSULTANT on behalf of the Tennessee Department of Transportation, the CONSULTANT agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the CONSULTANT shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

44. TERMINATION FOR CAUSE

If the CONSULTANT fails to properly perform its obligations nder this agreement in a timely or proper manner, or if the CONSULTANT violates any terms of this agreement, the MPO shall have the right to immediately terminate the agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the MPO for damages sustained by virtue of any breach of this agreement by the CONSULTANT.

45. TERMINATION FOR CONVENIENCE

The agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. Should either party exercise this provision, the CONSULTANT shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the MPO be liable to the CONSULTANT for any service which has not been rendered. The final decision as to the amount, for which the MPO is liable, shall be determined by the MPO. In the event of disagreement, CONSULTANT may file a claim with the Contractors Administrator in order to seek redress.

first above written.

APPROVED: **SHELBY COUNTY GOVERNMENT**

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

DALHOFF THOMAS DAWS LLC

BY: _____

TITLE: President

RENEE D. WALKER NOTARY PUBLIC AT LARGE SHELBY CO., TN

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Robert Dalhoff with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Dalhoff Thomas Daws LLC, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at office this 3rd day of March, 2009.

Renee D. Walker
Notary Public

My Commission Expires: 11/20/2011

EXHIBIT A
SCOPE of SERVICES: SOUTHERN POPLAR CORRIDOR
March 2, 2009

This Exhibit details the services that Dalhoff Thomas Daws LLC (DTD) and its sub-consultants will perform for the client, Memphis Area Metropolitan Planning Organization (Memphis MPO), under the Memphis MPO Southern Poplar Corridor Study project.

The study area limits are defined by a corridor 2,640 feet in width measured 1,320 feet north and south of the centerline of the Norfolk Southern Rail Line. The study's western boundary will begin at Airways Road just west of the Norfolk Southern Rail Yard (Forest Yard) and extend to the easternmost current limit of the Metropolitan Planning Organization (MPO) study limits, which falls between the cities of Piperton and Rossville in Fayette County. The study limits will not include the proposed intermodal rail yard currently planned adjacent to the City of Rossville in Fayette County.

The overall study purpose is to identify and analyze the major north/south arterial roadways within the study limits to determine the most logical and cost effective locations for alternative transportation conflict solutions for existing at-grade crossings.

The DTD team, along with MPO and the major stakeholders, will work together to determine the six (6) most practical and beneficial arterial crossings on which to base the study crossings. The DTD team will create base mapping to include data as defined in Task 302 of this contract. With this data in hand, team meetings and work sessions will be scheduled to determine the six most logical crossings to study in a general format. With the results of these work sessions, the DTD team, with MPO, will select two of these crossings for a more detailed analysis of a grade separation alternative. These two alternative analyses of grade crossings will incorporate the criteria from Task 303 of this contract. The detailed analysis of these crossings will provide design standards and probable cost options for crossing alternatives that can be used as a basis for pricing of additional grade-separated crossings in the future.

Upon the completion of this analysis, a project prioritization will be determined and the final action plan will be submitted to MPO, ETC (Engineering and Technical Committee) and TPB (Transportation Policy Board) for comment. The DTD team will create the final executive summary incorporating comments received into the Southern Poplar Corridor for distribution.

Task 100. Project Management

• Project management scope items shall include periodic meetings with Memphis MPO staff in person and via teleconference. It is assumed that up to eight (8) meetings will be conducted throughout the project. Four (4) of these meetings shall take place via teleconference and four (4) of these meetings shall be in person. Dalhoff Thomas Daws will develop meeting minutes for each meeting and distribute to all members in attendance at the meeting.

• Monthly status reports shall be submitted by Dalhoff Thomas Daws at the end of each month for the duration of the project. These monthly status reports shall be no longer than two typed pages and shall be submitted via e-mail.

• A public web site will be developed and maintained by Dalhoff Thomas Daws and will be stored on their consultant's server. The site will contain contact information for the project team and Memphis MPO, notice of meeting dates, and select project documents for review by anyone interested to learn more about the project. The site will have limited graphics and links only to project documentation. Updates will occur at monthly intervals and/or to display upcoming meeting dates and pertinent information such as location and time. The site will be available on the Web for the duration of the project. At the close of the project, the Web site will be terminated and information will be archived.

• Internal team coordination will be conducted by the Dalhoff Thomas Daws Project Manager.

• It is anticipated that the MPO will identify key stakeholders. It is assumed that the stakeholder meetings will occur concurrent with the monthly MPO project meetings.

Task 200. Public Participation.

The Memphis MPO shall be responsible for reserving rooms to hold all meetings as well as advertising for all meetings. Dalhoff Thomas Daws shall be responsible for the presentation materials as described below, as well as providing meeting summaries for each meeting and distributing the meeting summaries to the Memphis MPO.

• Prepare for and attend two (2) Engineering and Technical Committee (ETC) meetings. A PowerPoint presentation will be prepared for each of the two (2) Engineering and Technical Committee meetings.

i. The first meeting will be scheduled for the first Thursday in August 2009 and the main topic of discussion will be an overview of the project and a status report.

ii. The second meeting will be scheduled after the draft report is submitted for comment. The meeting topic will be draft review and project summation.

• Prepare for and attend two (2) Transportation Policy Board meetings. The PowerPoint presentations created for the ETC meetings will be utilized for the Policy Board meetings with revisions as needed.

i. The first meeting will be scheduled in August 2009 and the main topic of discussion will be an overview of the project and a status report.

ii. The second meeting will be scheduled after the draft report is submitted for comment. The meeting topic will be draft review and project summation.

• Prepare for and attend up to four local public meetings of two hour duration for each meeting. Dalhoff Thomas Daws will break the study area up into logical sub areas, (i.e. University/Oak Court, Germantown/Collierville, Fairgrounds/Orange Mound).

i. The Dalhoff Thomas Daws Team will look for Memphis MPO staff to identify a meeting location and accommodations. In accordance with the MPO's Public Involvement Plan, the DTD Team will advertise in the Commercial Appeal and the la Prensa Latina Hispanic newspapers.

ii. The Memphis MPO staff will assist Dalhoff Thomas Daws in identifying key stakeholders to participate in these meetings.

a) The meetings will focus on gathering information about grade crossings from the local perspective.

b) DTD will use the MPO project ranking criteria to obtain objective input from the public.

c) The DTD Team will develop and process a public survey to identify issues related to the project goals and objectives, deficiencies associated with the existing conditions, and concerns related to various alternatives. The survey will be posted on the project website and mailed to neighborhood associations along the study corridor.

• Meeting summaries will be written for any formally scheduled meeting.

Task 300. Work Plan

301. GOAL SETTING:

• The goals and objectives of the 2030 Long Range Transportation Plan will serve as a guide for this study. As part of the Poplar/Southern Railroad Corridor Study, DTD will develop project goals and objectives that will be consistent with the 2030 Long Range Transportation Plan.
• Review goal setting and process refinement after meetings with stakeholders and the study area residents, and integrate significant comments into the overall study process.

302. DATA COLLECTION:

This project phase will include the preparation of base mapping information for the overall length of the study area. The base map will include an aerial photo image incorporating street names, city limit lines, limits of study area, major landmarks and sites with historical significance, major stakeholders, educational and institutional uses, and major traffic generators. This map will be utilized in formal meetings with MPO and major stakeholders to determine up to six (6) crossings that are significant to the overall study.

- Collect development and transportation planned improvements within and adjacent to the study corridor.

- Base year and historic traffic data collection.

- Identify Horizon and Interim analysis years.

- Report future year E+C traffic volumes.

- Obtain crash data from Federal Railroad Administration and local municipalities

- Review inventory of at-grade and grade separated crossings.

- Obtain Utilities information of two major arterial crossings deemed most suited for modifications only. It is assumed that this information will be provided to the DTD Team from MLGW in electronic format.

- Obtain emergency vehicles information; determine number of trips per major arterial crossings.
- Obtain school bus route information; determine number of trips per major arterial crossings.
- Obtain rail vehicle and geometric information from Norfolk Southern.
- Obtain socioeconomic base and horizon year data from the Travel Demand Model.
- Obtain environmental information within the limits of major arterial crossings deemed most suited for modifications only.
- Identify major traffic generators within close proximity to study corridor including existing and proposed developments.
- Obtain two-foot contour information from current municipal GIS data or other available data.
- Prepare Technical Memorandum #1 that will document the data collection effort.

303. ALTERNATIVE ANALYSIS OF GRADE SEPARATED CROSSINGS:

This project phase will include an analysis of up to six (6) crossings based on the key characteristics or criteria determined as part of the goal setting meeting in Task 301. We will then conduct an analysis to determine which two (2) of the six (6) arterial crossings warrant further evaluation and are more generally representative of major crossings in the study area. The DTD Team will develop the two (2) most representative crossings that best define the needs of the community to include the following information listed below. These two (2) alternative analyses will serve as the basis for MPO for evaluating additional crossings within the corridor in the future. DTD will evaluate up to four (4) alternative solutions for each of the two (2) selected crossings. The options will include the "Do Nothing" alternative, safety improvements to existing at-grade crossings, and a grade-separated alternative. The fourth alternative will be determined based on input from the Client, the public, and stakeholders. This Task consists of the following:

- Identify conceptual alternative solutions.
- Develop sketch level horizontal and vertical rail geometry for the grade separated alternatives.
- Develop opinion of probable cost of two selected arterial crossings.
- Evaluate impacts of solutions to improve safety of two selected arterial crossings.
- Evaluate impacts of solutions to improve congestion of two selected arterial crossings.
- Evaluate impacts of solutions to improve air quality of two selected arterial crossings.

Task 400. Action Plan

- Summarize each of the study components to integrate into the final plan document to include an Executive Summary of the Plan.

- Provide a draft document for review by the Engineering and Technical Committee, and Transportation Policy Board with a two to four-week comment period.

- Revise the draft document to incorporate comments received and submit final plan documents.

Project Deliverables

- (50) color copies of the Southern Poplar Corridor including an Executive Summary of the plan. Documentation of the public involvement activities will be included as an appendix.

- All documents and data will be delivered on a DVD at the project conclusion

Exclusions

Items specifically excluded from this contract include, but are not limited to the following:

- Surveying

- Traffic counts

- Landscape Design and Details

- Hardscape Design and Details

- Additional Land Use Studies

- Additional Pedestrian crossings

- Design Guidelines or Policy

- Additional socioeconomic impacts

- NEPA Document preparation

- Construction Documents or Specifications

- Detailed analysis of impacts to transit routes

SOUTHERN POPLAR CORRIDOR STUDY
PROJECT SCHEDULE

April - June 2009 (Phase I)

1. Data collection and analysis of existing conditions
    a. collect development and planned transportation improvements
    b. collect base year and historic traffic data
    c. identify horizon and interim analysis years
    d. run travel demand model to obtain future year traffic volumes
    e. obtain crash data from Federal Railroad Administration and other governmental sources
    f. review inventory of at-grade and grade separated crossings
    g. obtain utilities information
    h. obtain rail vehicle and geometric information from Norfolk Southern
    i. obtain socioeconomic base and horizon year data from the TDM
    j. obtain environmental information
    k. identify major traffic generators
    l. obtain two foot contour information
2. Public involvement activities
    a. Develop public involvement plan
    b. Stakeholder interviews
    c. Hold project kick off meeting
    d. Set up project website
    e. Hold public information meetings to receive public input
3. Prepare Technical Memorandum #1

July – November 2009 (Phase II)

1. Data Collection and analysis of existing conditions
    a. run travel demand model to obtain future year traffic volumes
2. Alternative Analysis of Grade Separated Crossings
    a. identify conceptual alternative analysis
    b. develop sketch level horizontal and vertical rail geometry
    c. develop opinion of probable cost
    d. evaluate impacts of solutions to safety only
    e. evaluate impacts of solution to improve congestion
    f. evaluate impacts of solutions to improve air quality
    g. evaluate community impacts
    h. Develop benefit cost ratios for alternative analysis
3. Prioritize Projects
    a. develop ranking criteria
4. Prepare Technical Memorandum #2