

ORDINANCE NO. BL2020-308

An Ordinance authorizing Vanderbilt University to install, construct and maintain underground encroachments in the right-of-way located at 2525 West End Avenue. (Proposal No. 2020M-030EN-001).

WHEREAS, Vanderbilt University plans to install, construct and maintain underground encroachments in the right-of-way of 2525 West End Avenue, comprised of an enhanced crosswalk with inground lighting, under proposal No. 2020M-030EN-001; and,

WHEREAS: Vanderbilt University has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, Vanderbilt University is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-030EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2020M-030EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense Vanderbilt University

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-030EN-001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by Vanderbilt University

Section 4. That construction and maintenance of said encroachments under proposal No. 2020M-030EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Ordinance confers upon Vanderbilt University a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare,

and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by Metropolitan Government, Vanderbilt University, its successors and assigns, shall remove said encroachment at their own expense.

Section 6. Vanderbilt University, its successors and assigns, shall pay all cost incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2020M-030EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Vanderbilt University, its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said encroachments, and for any street closure.

Section 7. That the authority granted to Vanderbilt University as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. Vanderbilt University, shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Vanderbilt University of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



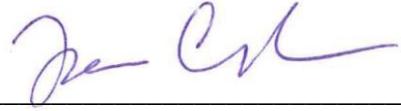
Mark Sturtevant, Director
Department of Public Works

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

INTRODUCED BY:







Proposal No. 2020M-030EN-001

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No./Ext): 1-877-945-7378 FAX (A/C, Ext): 1-888-467-2378 E-MAIL ADDRESS: ecertificate@willis.com														
INSURED Vanderbilt University 110 21st Ave. S., Suite 500 Nashville, TN 37293	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Educators Insurance a Reciprocal RI</td> <td>10020</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: United Educators Insurance a Reciprocal RI	10020	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Safety National Casualty Corporation	15105	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: W15713788** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ROR LTR	TYPE OF INSURANCE	ADDL SUBR WVD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		T05-598	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HERED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		810-2N234649-19-16-0	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY WORKER OR PARTNER OR EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Workers Comp Excess of TN Self Insured Program		AQC4060874	07/01/2019	07/01/2020	Each Accident \$1,000,000 Each Employee \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 08/16/2019 WITE ID: W12307491.

Vanderbilt University is self-insured for Workers Compensation.

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims C/O Insurance and Safety Division 222 3rd Avenue North, Ste #501 Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Vanderbilt University, in consideration of the Resolution No. BL2020-308, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 3/11/20


Michael G. Perez, Vanderbilt University
(Owner of Property)
330 24th Avenue South
(Address of Property)
Nashville, TN 37240
(City and State)



STATE OF TENNESSEE)

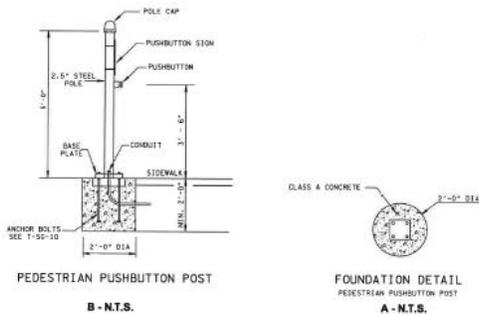
COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 11th day of March, 2020


(NOTARY PUBLIC)

My Commission Expires: 05/02/2022

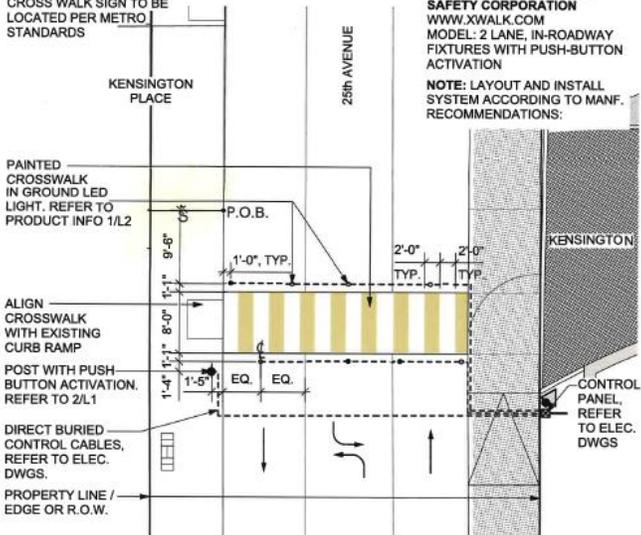


2 DETAIL: PEDESTRIAN PUSHBUTTON POST - PER METRO STANDARDS
N.T.S.

NOTE: METRO STANDARD CROSS WALK SIGN TO BE LOCATED PER METRO STANDARDS

**MANUFACTURER: TRAFFIC SAFETY CORPORATION
WWW.XWALK.COM
MODEL- 2 LANE, IN-ROADWAY FIXTURES WITH PUSH-BUTTON ACTIVATION**

NOTE: LAYOUT AND INSTALL SYSTEM ACCORDING TO MANF. RECOMMENDATIONS:



1 PLAN: ENHANCED CROSSWALK
Scale: 1" = 10 ft

	ENCROACHMENT PLAN	L1
	WEST END NEIGHBORHOOD	SHEET: 1 of 1
		DATE: 03/16/2020



Traffic Safety Corporation
 2708 47th Ave.
 Sacramento, CA 95822-3806
 Toll Free 888-446-3255
 Tel: 916.394.9884
 Fax: 916.394.2899
 Email: sales@xwalk.com
 Web: www.xwalk.com

TS-SR-48
Bi-Directional, Stainless Steel
LED Road Stud

General Description

Our TS-SR-48 stainless steel road stud features a durable, low maintenance design with outstanding visibility during the day and at night. The TS-SR-48 is typically used in crosswalk applications, but it also can be used to mark school zones and rail-road crossings, lane control for bridges and tunnels, wrong way warning, and toll booth or toll way lead-on applications. All In-Roadway Warning Lighting System components are available from TSC. A typical installation would include a set of road studs, a control system, one or more activation devices such as a pedestrian push button station, and flashing LED crossing signs.

Features

- Robust construction, suitable for harsh conditions
- Snowplow resistant.
- Outstanding visibility during the day and at night.
- Suitable for applications in crosswalks, school zones, bridges and tunnels.
- Only .33" (8.5mm) above road surface.
- Connect multiple road studs in series circuit.
- Low maintenance, 100% waterproof.
- Easy replacement: base (fixed in the pavement), main body (removable).
- LEDs protected by polycarbonate window.
- Up to .62 mile (1 km) visibility distance due to high intensity LEDs.
- Optional: use different LED colors in each window.

Specifications

- Modes of Operation:**
- Always On (other modes of operation like flashing or sequential are available with external controller)

LED Configuration:

- Bidirectional



Power Supply	12V DC	24V DC	120V AC	208V AC
Current	100 mA	50 mA	50 mA	50 mA
Power Cable	100' (30m)	100' (30m)	100' (30m)	100' (30m)
Working Temperature	-22°F to +147°F (-30°C to +54°C)			

Optical:

- LED Number: 16 LEDs
- LED Type: 5mm
- LED Colors: White, Red, Yellow, Green, Blue
- Viewing Angle: 15°

Mechanical:

- Main Body: Stainless Steel League
- Base: Aluminum
- Mechanical Resistance: 90 tons
- Weight: 5.95 lbs (2.7 kg)
- Protection Index: IP68, IK10
- Dimensions: 6.32" (160.5mm) diameter x 3.96" (100.5mm) height



Other Versions

TS-SR-48P:

- 4 high power LEDs (1W) for maximum brightness (day and night)
- Specially developed heat sink to increase LED lifetime.
- Viewing Angle: 16°
- Power Supply: 24V DC (200 mA max)

Visit our web site: www.xwalk.com

DS-36B
 Rev. A, Released 06/2019

Page 1 of 4

1 PLAN: ENHANCED CROSSWALK
 N.T.S.

	ENCROACHMENT PLAN	L2
	WEST END NEIGHBORHOOD	SHEET: 1 of 1
		DATE: 03/16/2020