



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION  
DIVISION LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

November 4, 2015

The Honorable James Mayberry, Mayor  
City of Crossville  
392 North Main Street  
Crossville, TN38555-4232

Re: Crossville – Community Transportation Planning Grant  
Federal Project Number: SPR-PR-15A(355)  
State Project Number: 16SPR1-F7-016  
Pin# 104685.10

Dear Mayor Mayberry:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires any additional explanation. The estimated cost for your agency's share of the funding is \$25,000.00. If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return the contract with your matching funds of \$25,000.00 to the following person:

**Larry McGoogin** | Assistant Director, Comprehensive Planning  
Long Range Planning Division  
James K. Polk Building, Ninth Floor  
505 Deaderick Street, Nashville, TN 37243  
p. 615.253.2428 m. 615.761.8015  
[larry.mcgoogin@tn.gov](mailto:larry.mcgoogin@tn.gov)

Once the contract is fully executed, we will forward a copy to you for your records. If you have any questions or need any additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jack Qualls".

**Jack Qualls**, Community Transportation Planner  
Long Range Planning Division, Region 1  
p. 865-594-2662 c. 865-963-5090  
[Jack.Qualls@tn.gov](mailto:Jack.Qualls@tn.gov)

Attachment

Ecc: Director of Long Range Planning

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
City of Crossville**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency", and Grantee City of Crossville, hereinafter referred to as the "Grantee," is for the provision of Community Transportation Planning Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001547  
Federal Project Number: SPR-PR-15A(355)  
State Project Number: 16SPR1-F7-016  
Pin# 104685.10

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The State shall contract with Parsons Brinckerhoff, Inc. (PB) to provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The study includes two primary objectives:

- To improve mobility throughout the City and support a more pedestrian-friendly downtown. Existing congestion in downtown Crossville is partly caused by the narrowing of Main Street (SR 28/US 127) from five to three lanes in this area. The study is intended to recommend ways to improve traffic flow on alternative routes, which will better distribute trips across the City's road network and help divert trips from the downtown portion of Main Street. This in turn will allow the City to configure and time its traffic signals along downtown Main Street in a way that creates a more pedestrian-friendly environment.
- To identify existing traffic problem areas as well as available capacity on less-traveled corridors. The study will analyze the nature of the identified traffic problems and recommend actions to address them, which could include adjustment of signal timing. This task also includes the development of recommendations for signal hardware modifications, including signal system communication infrastructure and other signal features to comply with federal and state standards and/or to improve operations. The information on unused capacity will help the City guide future development to areas where transportation infrastructure is available to meet new demand.

A.3. Project Coordination and Administration

The Consultant will coordinate as needed with the TDOT Point of Contact (POC) to obtain project information, as well as for document reviews and invoicing. This task includes project set-up, tracking, and preparation of invoices and progress reports.

Deliverables:

- Maintain direct contact and continuous liaison with the designated TDOT POC; and
- Prepare monthly invoices and progress reports.

A.3. Stakeholder Coordination

The Consultant will attend and participate in stakeholder meetings throughout the project delivery process. It is assumed that there may be as many as four (4) meetings. These may include meetings with City staff, local government officials, and business owners.

Deliverables:

- Project kickoff meeting and finalization of scope
- Two (2) progress meetings
- Presentation of findings and recommendations

A.4. Review and Coordination with Previous/Existing Plans and Studies

Crossville will provide the Consultant with relevant background data including but not limited to maps and reports from the development of the 2013 Major Thoroughfare Plan, land use plans, existing traffic signal inventories and timing plans, any traffic data, copies of traffic impact studies prepared, and information on land development (recently completed projects, developments in progress and anticipated future buildout). The Consultant will review this data in conjunction with stakeholder coordination activities and collection of data on existing conditions.

Deliverables:

- Summary of relevant background data and studies

A.5. Data Collection – Traffic Volumes

The Consultant will assemble available TDOT ADT count information and existing traffic signal information from the City of Crossville. The Consultant will conduct peak hour turning movement counts at designated signalized intersections and conduct select mid-block road tube type traffic counts. The Consultant will also collect turning movement data at select unsignalized intersections to support the analysis in later tasks. The Consultant anticipates collecting turning movement data at approximately 30 signalized intersections and an additional 10 unsignalized locations located primarily in the downtown area.

Deliverables:

- Existing Conditions Technical Memorandum – Traffic Volumes

A.6. Data Collection – Equipment

The Consultant will inventory existing traffic signal equipment for approximately 30 signalized intersections to confirm and supplement data provided by the City of Crossville. The Consultant will inventory existing roadway geometry along various corridors. This data will be used in the development of traffic simulation models. The Consultant will prepare and submit a technical memorandum summarizing the existing conditions.

Deliverables:

- Existing Conditions Technical Memorandum – Signal System Inventory

A.7. Develop Existing Conditions Traffic Models and Analysis

From the data compiled in Tasks 3.0 and 4.0, the Consultant will develop traffic simulation models using the Synchro traffic modeling program. The Consultant will develop one Synchro model network that will cover the majority of the key corridors in Crossville. It is anticipated that this one network would include the three zones: downtown area (24 signals), N. Main Street/US 127/SR28 (6 signals), and Genesis Road (4 signals). The Consultant will develop AM and PM peak period scenarios. All base models will be developed, calibrated, and validated against existing conditions. The Consultant will utilize capacity analysis output data to establish roadway level of service for existing signalized intersections and roadway sections.

Deliverables:

- Baseline (existing conditions) traffic simulation models for three (3) zones and two peak periods (AM and PM)

A.8. Technical Memorandum documenting capacity analysis and existing level of service

Signal Timing Recommendations (For Existing Conditions)

Once calibration is completed, the Consultant will develop recommended signal timing plans that address existing operational deficiencies for the AM and PM peak periods. Special emphasis will be placed on modifying traffic flow on the segments of N. Main Street in the downtown area to create a more pedestrian friendly environment. The Consultant will then prepare traffic signal coding sheets.

Deliverables:

- Synchro model with recommended timings (AM and PM peak periods) Traffic signal coding sheets

**A.9. Future Transportation Demand and Livability Goals**

Using the land use information provided by the City, the Consultant will review major vacant/undeveloped properties in the study area and their potential to generate traffic if developed according to adopted land use plans. The Consultant will also use locally adopted plans and stakeholder input to describe and confirm the City's livability goals and desired characteristics of development along the corridors that may provide alternatives to Main Street. This information will guide the scenario development in Task 9.0.

**Deliverables:**

- Technical Memorandum summarizing future development goals and impacts

**A.10. Downtown Pedestrian Mobility – Analysis & Recommendations**

After completing the recommendations for Existing Conditions, the Consultant will evaluate options to divert traffic from the downtown portion of Main Street to alternative routes with available roadway capacity. The Consultant will develop and test a set of recommendations, at a planning level, to distribute traffic across the network more efficiently while minimizing negative impacts to livability. From this planning level assessment, the team will make recommendations that can improve pedestrian mobility in the downtown area.

**Deliverables:**

- Technical Memorandum documenting the scenario analysis and recommended pedestrian enhancements in the downtown area.

**A.11. Capital Improvement Recommendations**

The Consultant will work with the City of Crossville to develop a listing of projects that can be included in the City's Major Thoroughfare Plan. Potential solutions may range from signal equipment upgrades and a periodic re-timing program, to roadway infrastructure investments that help preserve vehicular mobility in key corridors while enhancing the pedestrian experience in the downtown district. The Consultant will provide planning level cost estimates for these recommendations.

**Deliverables:**

- Technical Memorandum that outlines recommendations and estimated capital costs.

**A.12. Signal System (Hardware, Software, and Communication Recommendations)**

The Consultant will use the data collected from the signal system inventories in Task 5.0 to develop recommendations for signal hardware modifications, including signal system communication infrastructure and other signal features that will provide long-term value and operational efficiency for Crossville in addition to complying with federal and state standards.

**Deliverables:**

- Technical Memorandum on the state of the practice and proposed system recommendations for Crossville

**A.13.** Grantee shall adopt a governing ordinance or statute to sustain the planning documents or study that is developed in section A of this contract. In the event, said ordinance is not adopted within 12 months from the time of study or plan completion; the State reserves the right for the Grantee to refund the 90 percent of the total project cost.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on November 6, 2016 and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee or PB

for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred and fifty thousand dollars (\$250,000) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Grantee shall deposit with the State an amount equal to ten (10) per cent of the Grant award. Upon completion of the Scope, as described in Section A of this Grant Contract, the State shall determine the amount of any remaining funds to be reimbursed to the Grantee after receipt of the final invoices from PB.
- C.4. Travel Compensation. Reimbursement to the Grantee and PB for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Invoice Requirements. PB shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

**State Agency Billing:**

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee and PB).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation, Long Range Planning Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) PB Remittance Address.
  - (10) PB Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by PB (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by the State to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee and PB understand and agree to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Disbursement Reconciliation and Close Out. PB shall submit a final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, PB shall refund the difference to the State. The State shall submit any remaining grantee matching funds back to the grantee along with final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee or PB costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. PB's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in PB being deemed ineligible for reimbursement under this Grant Contract, and PB shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. PB must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to PB shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to PB under this Grant Contract or under any other agreement between the Grantee, PB and the State of Tennessee under which PB has a right to receive payment from the State.
- C.12. Prerequisite Documentation. PB shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. PB shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, PB acknowledges and agrees that, once this form is received by the State, all payments to PB under this or any other grant contract will be made by automated clearing house ("ACH").

- b. PB shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as PB's Federal Employer Identification Number or Social Security Number referenced in PB's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee and PB at least thirty (30) days written notice before the effective termination date. The Grantee and PB shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee or PB for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee and PB shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee and PB fail to properly perform its obligations under this Grant Contract, or if the Grantee and PB violate any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee and PB shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee or PB.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of 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, the entering into of 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 this contract, grant, loan, or cooperative agreement, the Grantee and PB shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jack Qualls, Community Planning  
Tennessee Department of Transportation  
7345 Region Lane, Knoxville, TN 37914  
Jack.Qualls@tn.gov  
Telephone # 865-594-2662  
FAX # 865-594-2495

The Grantee:

James Mayberry, Mayor  
City of Crossville  
392 North Main Street  
Crossville, TN 38555-4232  
[Jsmayberry456@gmail.com](mailto:Jsmayberry456@gmail.com)  
Phone: (931) 484-5113  
Fax: (931) 484-7713

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.



- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee and PB. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, PB shall cease all work associated with the Grant Contract. Should such an event occur, PB shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee nor PB shall have any right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall

comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.23. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.24. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.25. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.26. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.27. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.28. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.30. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME: City of Crossville**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION:**

---

**JOHN C. SCHROER, COMMISSIONER**

**DATE**

---

**JOHN H. REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**