



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 12, 2018

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Amendment Once
Gresham, Smith and Partners to Gresham Smith
Edison #45941

Committee,

The referenced contract provides for On-Call services to perform Transportation Planning Studies and related analyses to evaluate long range and short term transportation needs for the Tennessee Department of Transportation. The original Contractor was competitively selected through the Requisition process. The purpose of this amendment is to change over the contract from Gresham, Smith and Partners to Gresham Smith.

This package contains the following materials as required by your office:

1. Fiscal Review Committee checklist.
2. Supplemental Documentation Required for Fiscal Review Committee.
3. Expenditures by Fiscal Year documentation from Edison.
4. A copy of the approved STS Pre-Approval Endorsement Request.
5. A copy of the announcement of the name change from Gresham Smith.
6. A copy of the original Contract Summary Sheet for Gresham, Smith and Partners.
7. A copy of the Contract Amendment Cover Sheet for Amendment #1.
8. A copy of the original Contract with Gresham, Smith and Partners.
9. A copy of the Amendment One for changing the contractor's name from Gresham, Smith and Partners to Gresham Smith
10. A copy of the approved Amendment Request for Amendment One.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John C. Schroer', is written over a blue horizontal line.

John C. Schroer
Commissioner

REVISED CHECKLIST EFFECTIVE APRIL 2014

Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than \$250,000, including all possible extensions; and

Any amendment to a contract (meeting the \$250,000 and over one year threshold) ***must*** be presented to the Fiscal Review Committee (FRC), ***60 days prior to the proposed effective date***, if it meets ***any*** of the following conditions:

- increases or decreases the maximum liability;
- extends or shortens the original term of the contract;
- changes the entity or name of the entity with which the state is contracting; or
- otherwise changes an original contract or amended contract in a substantive manner.

If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.

Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:



SUMMARY LETTER

- Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.
- If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late.
PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.



SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.



APPROVED RULE EXCEPTION REQUESTS (if appropriate)

**REVISED CHECKLIST
EFFECTIVE APRIL 2014**

- APPROVED OFFICE FOR INFORMATION RESOURCES (OIR), eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL ENDORSEMENT REQUESTS (if appropriate)
- SPECIAL CONTRACT REQUEST
- SUMMARY SHEET FOR CONTRACT (original or proposed)
- ANY REVISED SUMMARY SHEETS
- ORIGINAL CONTRACT
 - If *new* non-competitive contract, actual language of the proposed contract (can be in draft form if necessary).
- SUMMARY SHEET FOR EACH PRIOR AMENDMENT
- ALL PRIOR EXECUTED AMENDMENTS
- REQUEST FORM and SUMMARY SHEET FOR PROPOSED AMENDMENT
 - If *new* amendment, actual language of the proposed amendment (can be in draft form if necessary).
- COPY OF PERFORMANCE BOND IF REQUIRED IN THE CONTRACT (if performance bond must be renewed each year, a copy of the renewal)
- ANY ADDITIONAL SUPPORTING DOCUMENTS
- FULLY EXECUTED COPY OF FINAL DOCUMENT IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT

FRC STAFF COMMITTEE CONTACT INFORMATION:

**Leni Chick, Contract & Audit Coordinator
8th Floor, Rachel Jackson Building
(615) 253-2048 (direct)
(615) 741-2564 (main line for FRC)
(E-mail address: leni.chick@capitol.tn.gov)**

<http://www.capitol.tn.gov/joint/committees/fiscal-review>

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508		
*Presenter's name(s):	Toks Omishakin, Brian Carroll				
Edison Contract Number: <i>(if applicable)</i>	45941	RFS Number: <i>(if applicable)</i>	37214-3421		
*Original or Proposed Contract Begin Date:	May 15, 2015	*Current or Proposed End Date:	May 14, 2020		
Current Request Amendment Number: <i>(if applicable)</i>	One				
Proposed Amendment Effective Date: <i>(if applicable)</i>	January 1, 2019				
*Department Submitting:	Department of Transportation				
*Division:	Long Range Planning				
*Date Submitted:	October 12, 2018				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Gresham Smith				
*Current or Proposed Maximum Liability:	\$1,055,555.56				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2015	FY:	FY:	FY:	FY	FY
\$ 1,055,555.56	\$	\$	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY	FY
\$42,373.75	\$42,373.75	\$42,373.75	\$42,373.75	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			This contract is an on-call contract originating from an RFQ in 2015. Because it is an on-call, the need for their services can vary from fiscal year to fiscal year. Surplus funds were carried over because Finance and Administration allows this on contracts of this nature.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$255,555.56	Federal:	\$800,000.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If " <i>other</i> " please define:			
If " <i>interdepartmental</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		RFQ	
<p style="text-align: center;">*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>Projects costs of service for entire term of contract is \$1,055,555.56. Cost determined based on projected planning needs.</p>	
<p style="text-align: center;">*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>This contract was one of nine originally selected using the RFQ process.</p>	



STS Pre-Approval Endorsement Request E-Mail Transmittal

Received by STS on Thursday, September 13, 2018

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mark Patterson
E-mail : mark.d.patterson@tn.gov

DATE : September 12, 2018

RE : Request for STS Pre-Approval Endorsement

Applicable RFS #	37214-3421
State Security Confidential Information Applicability	
Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.	
<input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable	
STS Endorsement Signature & Date:	
<p>Mark F. Bengel (WMH)</p> <p>Digitally signed by Mark F. Bengel (WMH) DN: cn=Mark F. Bengel (WMH), o=Tennessee Dept. of Finance and Administration, ou=Strategic Technology Solutions, email=william.hafley@tn.gov, c=US Date: 2018.09.25 14:31:01 -05'00'</p>	
Chief Information Officer	
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>	

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Transportation, Long Range Planning Division
Agency Contact (name, phone, e-mail)	Victoria Hassinger, 615-532-3508, Victoria.hassinger@tn.gov

Applicable RFS # 37214-3421

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any), original OIR approval

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.

On-Call Consultants to perform Transportation Planning Studies and related analyses to evaluate long range and short term transportation needs due to development in the various areas within the State on behalf of any local government Rand community. Contractor will have access to programs within Long Range Planning when onsite.

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It's a big day for our firm and we want you to hear the news
straight from us!

**Gresham, Smith and Partners is
now Gresham Smith.**

That's right. The architecture, engineering and design practice
you've come to know over the years is unveiling a new,
simplified name – and that's not all. It's part of a larger brand

strategy that includes a new logo, new website, and new tagline and brand promise.

Want to learn more about the story behind our brand?

[Watch the video](#)



Why the change?

Many firms announce new names and identities as part of a merger or buy-out. That's not the case here. We simply needed a new brand identity that captures the spirit of the growth and success we've experienced and the incredible corporate culture we've built.

What should you expect?

We'll all be working to live up to our brand promise and tagline of "Genuine Ingenuity." Our colleagues, clients, partners and communities should expect good, authentic, personable people who deliver quality work that is highly functional and highly creative.



Join us at 3 p.m. CT today
via live-stream broadcast as we toast
to the next chapter of our story!

Watch it live

[Check out the official press release to learn more details about our new brand.](#)

The Fine Print

Our new name: We're only dropping two words, but we believe that will make it a little easier to remember. (Plus, we're still honoring our two founders – Batey Gresham and Flem Smith.)

Our new tagline and brand promise: “Genuine” speaks to the authentic, personable people that make up Gresham Smith, and “ingenuity” represents the smart, highly functional and highly creative work we do.

Our new logo: The half circle represents our genuine, well-rounded people. The precise, upward facing triangle symbolizes progress and ingenuity. The shapes also illustrate our small and large impacts on communities.

Our employee email addresses have been updated and now follow the format of Firstname.Lastname@GreshamSmith.com. Go ahead and update your contacts! If you forget, all emails sent to our old addresses will forward along.

If you're an existing client or partner, we'll be sending an official letter to your accounting department with notification of the change. And don't worry, all existing contracts with Gresham, Smith and Partners remain valid.



GreshamSmith.com

This email was sent to joe.shaw@tn.gov
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
Gresham Smith · 222 Second Ave South · Suite 1400 · Nashville, Tennessee 37201 · USA



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date May 15, 2015	End Date May 14, 2020	Agency Tracking # 37214-3421	Edison Record ID 45941
Contractor Legal Entity Name Gresham, Smith and Partners			Edison Vendor ID 73812

Service Caption (one line only)
 On-Call Consultants (OCC)" to perform Transportation Planning Studies and related analyses to evaluate long range and short term transportation needs due to development in the various areas within the State on behalf of any local government and community

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 20.205
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Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$255,555.56	\$800,000.00			\$1,055,555.56
TOTAL:	\$255,555.56	\$800,000.00			\$1,055,555.56

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American Asian Hispanic Native American Female
 Person w/Disability Small Business Government NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

<input checked="" type="checkbox"/> RFQ	The procurement process was completed in accordance with the approved RFQ document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Jennifer Kuntel

OCR USE - FA

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF TRANSPORTATION
AND
GRESHAM, SMITH and PARTNERS**

This Contract, by and between the State of Tennessee, Tennessee Department of Transportation (TDOT), hereinafter referred to as the "State" and Gresham, Smith and Partners, hereinafter referred to as the "Contractor," is for the provision of On-Call Consultants (OCC) to perform Transportation Planning Studies and related analyses to evaluate long range and short term transportation needs due to development in the various areas within the State on behalf of any local government and community, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Partnership
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 73812

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide transportation planning services, as requested by the State.
- A.3. The Contractor must maintain an organization sufficient to administer, manage and oversee all aspects of the contract.
 - a. The Contractor shall ensure that the project staff has the professional and other educational backgrounds and certifications commensurate with the nature and scope of services.
 - b. The Contractor shall maintain an administrative structure to oversee the monthly billing, payment and processing of invoices to the state for work performed under the contract and specifically authorized by the state.
- A.4. The Contractor shall meet on a monthly regular schedule with the State to review ongoing projects as required by the State. Most meetings shall take place by conference call, though some may require a face to face consultation. These meetings shall occur at State location and shall be no additional cost to the State. The Contractor shall provide a written report monthly as to the status of ongoing projects with a final report within two weeks of completion of each work order.
- A.5. The Contractor shall perform these services using the job classifications listed in the Attachment One.
- A.6. Project Team - The Contractor shall build the project team for each project and for each deliverable required, using the classification in its staffing plan.
 - a. The Contractor may use the same individual to perform the tasks of multiple classifications on a given project, as long as it creates no conflicts or delays in the project schedule.
 - b. The Contractor may use the same individual to perform the tasks of the same of multiple classifications on multiple simultaneous projects, as long as it creates no conflicts or delays in the project schedules.
 - c. At the State's sole discretion, the Contractor will reassign personnel and/or assign new personnel to remedy all conflicts or delays in the project schedules caused by assignment of individuals to multiple classifications or projects. The State will not pay for additional hours resulting from resolution of conflicts or delays.



- d. The Contractor must request and receive prior approval from the State to remove an individual from a current project in order to assign that person to a new State project. The Contractor must provide a State approved replacement for the current State project
- e. The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to the work order. Continuity of personnel promotes efficiency in the performance of the project. There shall be no overlaps in which a Contractor-supplied staff member is working and billing simultaneously under two or more classifications.

A.7. Contractor Performance and Replacement

- a. The State shall determine the quality of services provided and the project progress achieved. The Contractor agrees to remove and replace at the Contractors' expense, personnel who the State judges to be incompetent, careless, unsuitable or objectionable or whose continued use is deemed contrary to the best interests of the State or deemed not to make contributions to the project. The State shall not pay for services performed which the State designates as unacceptable. This provision will not be used to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, the provision is intended to give the State only the right to require the Contractor to discontinue using an employee in the performance of services for the State.
- b. At the State's request, the Contractor will replace an individual that has voluntarily withdrawn or that the Contractor has voluntarily removed from State assignment. Any requirement for such replacement will be at the State's sole discretion, the State is not obligated to accept replacement of removed or withdrawn consultants. The State will compensate the Contractor for acceptable services approved by the State provided that the services can be utilized by the State as defined in the scope of work that is completed by the consultant prior to voluntary withdrawal or removal.
- c. If the State requests a replacement, the Contractor will replace that individual with one of equal or greater qualifications.
- d. The termination of an individual may or may not result in the termination of a work order.

- A.8. The Contractor must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device, including client access license if required. If the Contractor laptop or desktop is coming from the internet through a VPN tunnel, a personal firewall must be enabled.

Commensurate with the needs of a given project, the State may provide office and meeting space, access to telephones, printers, and copiers, and connections to the internet and/or State network. The State shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

The Contractor must provide their own anti-virus software protection. Any applications or devices connected to the State's network must be scanned and approved by an appropriate IT staff member.

If the data being accessed requires administrative security privilege/access, two factor authentications will be required.

- A.9. The Contractor shall perform any or all of the following services at the direction of the State:

- o Data collection
- o Traffic counts



- Highway Performance Monitoring System Inventories and activities
- Socio-economic data preparation and analysis
- Corridor and access management analysis and reports
- Complete Street Plan analysis and reports
- Congestion Mitigation and Air Quality Improvement (CMAQ) programs/analysis/reports
- Transportation Ordinances and Zoning analysis and reports
- Transportation Demand Management analysis and reports
- Pedestrian and Bicycle Master Plans analysis and reports
- Planning Activities to perform Road Diet analysis and reports
- Project cost/benefit estimates, Innovative finance and financial analysis and reports
- Public participation /outreach
- Regional transportation planning studies and analysis
- Environmental assessment and reports
- Multimodal (freight, transit bicycle, pedestrian, etc.) analysis and reports
- Conceptualized urban design, imaging and rendering
- Traffic forecasting and modeling (system level, subarea and micro-simulation)
- Provide other traffic planning related professional services as required
- Transportation emissions analysis and reports
- Transportation System Management and Operations (TSM&O) analysis and reports
- Intelligent Transportation System (ITS) reports and analysis
- Forecasting and Modeling
- Provide Transportation Planning related professional tasks as requested

A.10. The services described above shall be authorized with the issuance of individual work orders as project needs arise. A detailed scope of work for each project will be defined by the State and the Contractor will submit a project proposal that identifies manpower requirements. The manpower shall be based on the job classifications in Attachment One. Billing for qualified personnel shall not be at a higher rate than the Job Title they are qualified for. Contractor shall not bill the State at a higher personnel rate than the personnel rate required to perform the work. For example, an Economic Modeler performing the activities of an Air Quality Modeler will be reimbursed at the Job Title rate for an Air Quality Modeler.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning May 15, 2015 and ending on May 14, 2020. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.



C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed One Million fifty-five thousand, five hundred fifty-five Dollars and fifty-six cents (\$1,055,555.56). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Maximum Per Diem / Per Hour 5/15/2015-5/14/2016	Maximum Per Diem / Per Hour 5/15/2016-5/14/2017	Maximum Per Diem / Per Hour 5/15/2017-5/14/2018	Maximum Per Diem / Per Hour 5/15/2018-5/14/2019	Maximum Per Diem / Per Hour 5/15/2019-5/14/2020
Project Director	\$225.00	\$229.50	\$234.09	\$238.77	\$243.55
Project Manager	\$195.00	\$198.90	\$202.88	\$206.94	\$211.07
Senior Planner	\$185.00	\$188.70	\$192.47	\$196.32	\$200.25
Planner	\$115.00	\$117.30	\$119.65	\$122.00	\$122.44
Computer Analyst	\$109.37	\$111.55	\$113.78	\$116.06	\$118.38
GIS Technician	\$87.71	\$89.47	\$91.26	\$93.08	\$94.94
Graphics Designer / Marketing	\$77.15	\$78.69	\$80.26	\$81.87	\$83.51
Transportation Data Collector Supervisor	\$113.28	\$115.54	\$117.85	\$120.21	\$122.61



Transportation Data Collector	\$72.36	\$73.80	\$75.28	\$76.78	\$78.32
Clerical support	\$70.00	\$71.40	\$72.83	\$74.28	\$75.77
Hourly Non-Professional Laborer	\$51.41	\$52.44	\$53.49	\$54.56	\$55.65
Grant Writer	\$92.00	\$81.26	\$82.89	\$84.55	\$86.24
Travel Demand Modeler	\$136.14	\$138.86	\$141.64	\$144.47	\$147.36
Economic Modeler	\$143.65	\$146.52	\$149.45	\$152.44	\$155.49
Air Quality Modeler	N/A	N/A	N/A	N/A	N/A
Survey Specialist	\$101.88	\$103.91	\$105.99	\$108.11	\$110.28
Photographer/Videographer	\$108.98	\$111.16	\$113.38	\$115.65	\$117.96
Economist	\$206.52	\$210.65	\$214.86	\$219.16	\$223.54
Logistics/Supply Chain Specialist	N/A	N/A	N/A	N/A	N/A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation
 Long Range Planning Division
 James K. Polk Building, Suite 900
 505 Deaderick Street
 Nashville, TN 37243-0223
 Attention: Paula B. Hoskins
Paula.B.Hoskins@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Transportation, Long Range Planning
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:



- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Two, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the



services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, et seq..
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.



- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.22. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor 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 the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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 Contract, these special terms and conditions shall control.



E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Administrative:
Tanisha Hall, Director
Tennessee Department of Transportation
Long Range Planning Division
James K. Polk Building, Suite 900
505 Deaderick Street
Nashville, TN 37243-0223
Tanisha.Hall@tn.gov
Telephone # 615-741-3421
FAX # 615-532-8451

Technical for Community Planning Grants:

Jack Qualls
Department of Transportation, Region 1
7345 Region Lane
Knoxville, TN 37914
Telephone # 865-594-2662
Fax # 865-594-2495
Jack.qualls@tn.gov

Technical for HPMS:

Jeff Murphy, Manager
Tennessee Department of Transportation
Long Range Planning Division
James K. Polk Building, Suite 1000
505 Deaderick Street
Nashville, TN 37243-0223
Jeff.Murphy@tn.gov
Telephone # 615-741-3429

The Contractor:

MARSHALL ELIZER, JR., P.E., PTOE
marshall_elizer@gspnet.com
1400 Nashville City Center
511 Union Street
Nashville, TN 37219
615.770.8348 (phone)
866.539.7192 (fax)

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon



receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate



- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.10. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or



intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFQ-37214-3421 (RFQ 4.1.4.1) and resulting in this Contract.
- The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.
- E.14. Review Process Audit: At the State's direction, the Contractor shall provide to independent auditors selected by the State access to the Contractor's facilities during regular business hours for the purpose of on-site review. The Contractor shall further provide to such auditors case specific documentation requested by the auditors. The auditors will agree to abide by the Contractor's confidentiality policies.

IN WITNESS WHEREOF,

GRESHAM, SMITH and PARTNERS:





5/11/15
DATE

CONTRACTOR SIGNATURE

Michael A. Flatt Sr. Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:



MAY 12 2015

JOHN C. SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:



5/12/2015
DATE

JOHN REINBOLD, GENERAL COUNSEL



ATTACHMENT ONE

Each classification below must possess the qualifications, education and or experience necessary to fully discharge their assigned tasks. The State reserves the right to require a change in personnel assigned to particular tasks if the state has reason to believe an individual will not be able to successfully complete the tasks.

- A. **Project Director/QA-QC Advisor**- This is the most senior executive involved in the task, possibly a principal in the firm. This person makes executive decisions, but does not get involved in routing daily management of tasks.
- B. **Project Manager**- This position requires at least 8 years of project management experience with exposure to a variety of planning projects and a good understanding of project management concepts. The project manager will set overall objectives, prioritize critical issues and policy matters. The project manager may directly implement smaller projects or phases and tasks within large projects as well as guiding the larger project through supervising, coordinating and reviewing the work of the subordinates.
- C. **Senior Planner**- This position requires a minimum of 5 years of experience in the planning field. Planners at this level coordinate the work of project team members and manage project budgets.
- D. **Planner**- This position requires a Bachelor's Degree in a related field. Planners at this level work under the general supervision of a senior planner.
- E. **Computer Programmer/Analyst Web Designer**- This position is responsible for developing, designing, and building databases and creating websites. Possesses specialized knowledge related to computer programs, (e.g. SQL Server, ITS Architectures, etc.), writing and designing of complex business applications. Computer programmers at this level may oversee the work of computer technicians.
- F. **GIS Technician** – Geographic Information Systems (GIS), Intelligent Transportation Systems
This position works under the general supervision of a computer programmer or project manager. Technicians at this level maybe complete simple tasks to moderately complex tasks (e.g. python scripting, etc.) under general supervision.
- G. **Graphics Designer/Marketing** - This position requires a Bachelor's Degree in a related field and a minimum of four years related experience. Personnel at this level must have a firm grasp of marketing strategies and have the technical ability to create marketing material as needed.
- H. **Transportation Data Collection Supervisor** – This position is responsible for supervising transportation data collection work, supervises the preparation of city and county maps, supervises the preparation and maintenance of operating records and reports and supervises the collection of HPMS data for submission to the Federal Highway Administration.
- I. **Transportation Data Collector** - Is responsible for transportation data collection work, conducts traffic turning movement, classification count, and truck weight and origin destination surveys. Gathers pertinent data necessary for the preparation of city and county maps; verifies data gathered with city and county officials. Conducts traffic volume counts for a geographic area; maintains traffic counters by repairing or replacing damaged parts. Prepares and maintains operating records and reports pertaining to surveys conducted. Conducts HPMS data collection for submission to the Federal Highway Administration.
- J. **Clerical Support**- This position requires the ability to maintain records, files, reports, etc. and invoices.



- K. **Hourly Nonprofessional Laborer**- Unskilled worker that works under the supervision to perform menial tasks (e.g.- administering surveys or general physical labor, etc.)
- L. **Grant Writer**- This position requires a minimum of three years of professional experience writing grants and supporting documents.
- M. **Travel Demand Modeler**- This position requires a minimum of five years of professional experience travel demand modelling. Extensive experience with travel demand software packages, particularly TRANSCAD is needed. Working knowledge of geographic information systems software is helpful. Working knowledge of statistical analysis, especially as it relates to travel demand model development is desirable.
- N. **Economic Modeler**- This position requires a minimum of five years of professional experience. Modeler must be skilled in analyzing market conditions, competitive activity and the regulatory, legal and political considerations associated with transportations.
- O. **Air Quality Modeler**- This position requires a minimum of five years of professional modeling experience related to air quality, as well as experience with Motor Vehicle Emission Simulator (MOVES). Modelers will have a significant role in analyzing and preparing outputs from the local travel demand forecasting models as inputs for MOVES.
- P. **Survey Specialist** – This position will conduct surveys and collect data, using methods such as interviews, questionnaires, focus groups, market analysis, public opinion polls, literature reviews, and file reviews.
- Q. **Photographic/Videographer**- This position will create photographs or videos for use in presentations and or websites.
- R. **Economist**- This position requires a Master's degree and five years of professional experience. It involves compiling, analyzing and reporting data to explain economic phenomena, forecasting market trends by applying mathematical models and statistical techniques, as well as development guidelines and standards. This position will study economic and statistical data, formulate plans, and provide recommendations.
- S. **Logistics/Supply Chain Specialist**- This position uses analytical and quantitative methods to understand, predict and enhance supply chain processes and will be responsible for assembling data, analyzing performance, identifying problems and developing recommendations which support supply chain management planning and operations.



(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	TDOT Agr 73812
CONTRACTOR LEGAL ENTITY NAME:	GRESHAM, SMITH and PARTNERS
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	[REDACTED]

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

5/11/15

DATE OF ATTESTATION



G R E S H A M
S M I T H A N D
P A R T N E R S

Pro Forma Attachment Two

511 Union Street
Suite 1400
Nashville, TN 37219

Subject: Diversity Commitment

To Whom It May Concern:

Gresham, Smith and Partners is committed to achieving or surpassing the goals noted in the proposal and stated below with certified diversity business enterprise firms on the State of Tennessee contract #73812. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of estimated goals of participation on the On-Call Contract for Transportation Planning Studies by using the following diversity businesses:

(i.) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:
Younger Associates; Southern Traffic Services, Inc.

(ii.) Description of Services and Participation estimates (expressed as a percent of the work anticipated for services in each task to be dedicated to diversity subcontractors and suppliers):

Subconsultant Services	Younger Associates	Southern Traffic Services, Inc.
Data Collection, Traffic Counts and HPMS Inventories	N/A	50%
Corridor & Access Management and Regional Transportation Planning	10%	N/A
Complete Streets, Pedestrian & Bicycle Planning and Road Diets	10%	N/A
Transportation Ordinances Zoning and Urban Design	5%	N/A



**Pro Forma Attachment Two
Page 2**

Transportation Demand Management and Multimodal Planning	10%	N/A
Cost/Benefit Estimates, Environmental Assessments, and Public Participation	30%	N/A

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, TN service-disabled veterans and small business accomplished under contract#73812.

Gresham, Smith and Partners is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Authorized Company Signer)

ACORD™

Client#: 3609

GRESSMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/08/12



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 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: The Crichton Group, 3011 Armory Drive Suite 250, Nashville, TN 37204, 615-383-9761. CONTACT NAME: Jeffrey Corvin, PHONE: 615 383-9761, FAX: 615 383-4628, E-MAIL ADDRESS: jcorvin@thecrichtongroup.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Casualty Ins. Co A (NAIC # 29424), INSURER B: Trumbull Insurance Company A (NAIC # 27120), INSURER C: Hartford Ins Co of Midwest A (NAIC # 37478), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (20UUNTW0356), C AUTOMOBILE LIABILITY (20UUNTW0356), A UMBRELLA LIAB (20XHUPB5535), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (20WEAK4351).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) GS&P Project No. 19258.12: TDOT On-Call Transportation Planning Agr#73812. Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER: Tennessee Dept. of Transportation, Long Range Planning Div., James K. Polk Building, 505 Deaderick St., Ste. 900, Nashville, TN 37243-0223. 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: Robert B. Jackson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8



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 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 Crow Friedman Group A Risk Strategies Company 104 Woodmont Blvd. Nashville, TN 37205 www.risk-strategies.com	CONTACT NAME: Noreen Nelson PHONE (A/C, No, Ext): 615-383-0072 E-MAIL ADDRESS: noreen@crowfriedman.com	FAX (A/C, No): 615-297-4020
	INSURER(S) AFFORDING COVERAGE	
INSURED Gresham Smith and Partners 511 Union Street, Suite 1400 Nashville TN 37219	INSURER A: XL Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

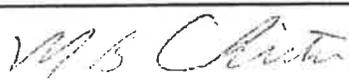
COVERAGES **CERTIFICATE NUMBER:** 24609335 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9718061	8/1/2014	8/1/2015	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: TDOT On-Call Transportation Planning, Agr#73812
 GS&P Project No. 19258.12

CERTIFICATE HOLDER Tennessee Department of Transportation Long Range Planning Division James K. Polk Building, Suite 900 505 Deaderick Street Nashville TN 37243-0223	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  Michael Christian

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**AMENDMENT ONE
OF CONTRACT FA1545941-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and GRESHAM SMITH hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section E.15.:

E.15. Contractor Name. All references to "Gresham, Smith and Partners" shall be deleted and replaced with Gresham Smith.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

GRESHAM SMITH.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@tn.gov

APPROVED

Kevin C. Bartels for
Michael F. Perry

Digitally signed by Kevin C. Bartels for Michael F. Perry
DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2018.09.28 16:21:33 -05'00'

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	37214-3421	
1. Procuring Agency	Department of Transportation, (TDOT) Long Range Planning Division	
2. Contractor	Gresham, Smith and Partners	
3. Edison contract ID #	45941	
4. Proposed amendment #	One	
5. Contract's Original Effective Date		5/15/15
6. Current end date		5/14/20
7. Proposed end date		5/14/20
8. Current Maximum Liability or Estimated Liability		\$ 1,055,555.56
9. Proposed Maximum Liability or Estimated Liability		\$ 1,055,555.56
10. Strategic Technology Solutions Pre-Approval Endorsement Request – <i>information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – <i>state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed Contractor changed name to Gresham Smith		
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. N/A		

Agency request tracking #	37214-3421
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
 JOHN C. SCHROER, COMMISSIONER	SEP 27 2018 DATE