

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
OCTOBER 6, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mike Cutshaw, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 15, 2015

6. PROCLAMATIONS/PRESENTATIONS

1. Presentation from the Rotary Club Service Committee.

**7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY
(Other than items scheduled for public hearing.)**

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 3524
An Ordinance to Amend the Municipal Code of the City of Morristown,
Tennessee, Appendix B. [Rezoning 143 Brady Drive from (R-1) Single Family
Residential to (IB) Intermediate Business.]

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Bid/Contract for a Knuckle Boom Truck from Worldwide Equipment in the amount of \$129,481 for the Public Works Department.
2. Bid/Contract for a Single Axle Dump Truck with Heated Bed from Worldwide Equipment in the amount of \$94,460 for the Public Works Department.
3. Bid/Contract for four (4) Dump Trailers (Sway Cars) from Hurst Trailers in the amount of \$13,900 per unit, total amount of \$55,600, for the Public Works Department.
4. Bid/Contract for a Skid Steer Loader from Bobcat of Knoxville in the amount of \$46,848 for the Parks & Recreation Department.
5. Bid/Contract for Resurfacing of Agricultural Park Blvd. in White Pine, TN to APAC-Atlantic, Inc. in the amount of \$89,229.25, subject to concurrence by TDOT and the White Pine Board of Mayor and Aldermen. (This is a pass-through project funded by White Pine and TDOT which is being managed by the City of Morristown under a Memo of Understanding dated July 1, 2009.)
6. Bid/Contract for Resurfacing of N. Chucky Pike in Jefferson City, TN to APAC-Atlantic, Inc. in the amount of \$150,938.20, subject to concurrence by TDOT and Jefferson City City Council. (This is a pass-through project funded by Jefferson City and TDOT which is being managed by the City of Morristown under a Memo of Understanding dated July 1, 2009.)
7. Approve Change Order No. 1 for Colortech Rail Spur Project in the amount of \$22,204.16 to Summers-Taylor, Inc.
8. Approve Amendment to Grant Contract between the State of Tennessee Department of Transportation (TDOT) and the City of Morristown for Morristown/LAMTPO Planning Fund this grant covers the years 2014 through 2018. The total contract amount increase per this amendment is \$475,326.
9. Approve 2015-2016 Governor's Highway Safety Grant in the amount of \$15,000.
10. Approval of Request for Qualifications (RFQ) for an Architect/Engineering Firm for roadway rehabilitation project from West A.J. Hwy at Walters Drive to North Fairmont; staffs' recommendation is to select Mattern & Craig as the engineering firm on the above referenced project. Upon approval of the firm, the City Administrator or his designee will negotiate with the firm for services on this project

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

| | | |
|------------------------|---------------------|---|
| October 15, 2015 | (Thurs) 5:00 p.m. | Special Called Work Session to Discuss Proposed Ordinance Changes for Bulk Waste & Weed Lot Regulations |
| October 20, 2015 | (Tues) 4:00 p.m. | Finance Committee Meeting |
| October 20, 2015 | (Tues) 5:00 p.m. | Regular City Council Meeting with Work Session |
| November 3, 2015 | (Tues) 5:00 p.m. | Regular City Council Meeting with Work Session |
| November 17, 2015 | (Tues) 4:00 p.m. | Finance Committee Meeting |
| November 17, 2015 | (Tues) 5:00 p.m. | Regular City Council Meeting with Work Session |
| November 26 & 27, 2015 | (Thursday & Friday) | City Employee's Holiday |
| December 1, 2015 | (Tues) 5:00 p.m. | Regular City Council Meeting with Work Session |
| December 15, 2015 | (Tues) 4:00 p.m. | Finance Committee Meeting |
| December 15, 2015 | (Tues) 5:00 p.m. | Regular City Council Meeting with Work Session |
| December 25, 2015 | Friday | City Employee's Holiday |
| January 1, 2016 | Friday | City Employee's Holiday |

WORK SESSION AGENDA
October 6, 2015
5:00 p.m.

No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
SEPTEMBER 15, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, September 15, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo.

Mark Burford, Senior Chaplain Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the September 1, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to open the Agenda. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to add an item to the agenda under 9-c. Awarding of Bids/Contracts item No. 7 Amendment to TDOT Grant Contract, and remove from agenda under 9-b. First Reading of Ordinance(s) items 2, 3, & 4. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Resolution No. 14-15. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 14-15
A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN,
TENNESSEE TO PARTICIPATE IN The Pool's James L. Richardson
"Driver Safety" Grant Program.**

WHEREAS, the safety and well being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace and to increase safe driving practices for the City of Morristown employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace and driving practices by offering a *"Driver Safety" Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a *"Driver Safety" Grant Program* through The Pool.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 15th day of September in the year of 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Ordinance No. 3524 on first reading and schedule a public hearing relative to final passage of said Ordinance for October 6, 2015. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3524
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. [Rezoning 143 Brady Drive from (R-1) Single Family Residential to (IB) Intermediate Business.]

Councilmember Senter made a motion to approve Tennessee Department of Transportation (TDOT) 1990 Bridge Grant Contract for replacement of bridge at West 2nd North Street in the total amount of \$257,800.68 with a 2% local match of \$5,156.02. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Tennessee Department of Transportation (TDOT) 1990 Bridge Grant Contract for replacement of bridge at South Henry Street in the total amount of \$315,344.38 with a 2% local match of \$6,306.89. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the bid/contract for Laptop Computers from CDW Government, LLC in the not to exceed amount of \$15,000. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid/contract for Service Weapon Exchange from GT Distributors, Inc. in the not to exceed amount of \$23,052. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the sole source purchase of Sensor Detection Hardware and Equipment from Wavetronix, LLC in the amount of \$19,352.50. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Change Order No. 2 in the amount of \$97,142.85 Apron Rehabilitation to Summers-Taylor, Inc. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve amendment to TDOT Grant Contract for Rehabilitation Apron Pavement/Crack Seal in the amount of \$97,400. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney nominated Barbara Garrett and Wanda Neal to the Tree Board for three (3) year terms to expire September 18, 2018. Councilmember Alvis made a motion to accept the nominations. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported to Council on Debt Obligation pursuant to TCA Section 9-21-1151.

Mayor Chesney adjourned the September 15, 2015 City Council meeting at 5:28 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Department of Community Development
West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: September 15, 2015
SUBJECT: Rezoning – 143 Brady Drive
Hamblen County Tax Map 048H Group A Parcel 008.00
R1 (Single Family Residential) to IB (Intermediate Business)

BACKGROUND:

A Rezoning request has been submitted by Edwin Jerry Blaylock, II, for property located at 143 Brady Drive. The property, roughly 0.62 acres in size, is currently zoned Single-Family Residential (R-1). The request is to rezone the entire parcel to Intermediate Business (IB). The site is currently vacant although it previously housed a single-family residential structure, which the owner of the property previously moved to another part of Morristown. This tract of land is surrounded by IB zoning districts to the south and west and is bounded by Brady Drive and Suntrust Bank to the east. The adjoining parcel to the south is also owned by Mr. Blaylock. The adjoining parcels to the north lay within the county at present but are within the City's Urban Growth Boundary.

The Intermediate Business (IB) zoning classification states that IB "is intended to provide for more intensive commercial activities" (Section 14-1001). The applicant believes that the IB zoning designation will allow him greater opportunity to develop the vacant parcel adjacent to his current business.

At this time, city staff has received no complaints from adjoining property owners regarding the rezoning of the property.

RECOMMENDATION:

Staff views the applicant's rezoning request as consistent with adjacent zoning designations and land uses. Staff proposes that the Morristown Regional Planning Commission recommend this rezoning request to City Council for approval.

PLANNING COMMISSION ACTION:

The City of Morristown Regional Planning Commission, at their regular meeting on September 8, 2015, recommended that the rezoning request be forwarded to City Council for approval as submitted.

ORDINANCE NO. 3524

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {The Official Zoning Map of Morristown, TN of approximately 0.62 acres being part of Hamblen County Tax Parcels 048H A 00800, located along the western rights-of-way of Brady Drive.}

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect said amendment;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that the Ordinance be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-1 (Single Family Residential) to IB (Intermediate Business).

BEGINNING at a point on the northeastern corner of Parcel 048-H "A" 008.00 as shown on 2015 Hamblen County Tax Map and the western boundary of Brady Drive right-of-way; thence in a southeasterly direction along the western boundary of Brady Drive right-of-way and the eastern boundary of said Parcel 048-H "A" 008.00 for a distance approximately one hundred two (102) feet to a point on the southeastern corner of said Parcel 048-H "A" 008.00; thence southwestward for a distance of approximately two hundred and sixty-eight (268) feet to a point on the southwestern corner of said Parcel 048-H "A" 008.00; thence northwestward along a line from said point for a distance of approximately one hundred (100) feet to the northwest corner of said Parcel 048-H "A" 008.00; thence northeastward for a distance of approximately two hundred and sixty-seven (267) feet to a point on a northeastern corner of said Parcel 048-H "A" 008.00 to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps records and necessary minutes entries be changed so as to effect the amendment as herein provided, to the extent that the areas herein above described shall be permitted to be used for IB (Intermediate Business) only.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 15TH DAY OF SEPTEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 6TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Morristown City Council Agenda Item Summary

Date: September 18, 2015

Agenda Item: Approval of Bid – Knuckle Boom Truck

Prepared by: Joey Barnard

Subject: Knuckle Boom Truck Bid

Background/History: Due to aging of the fleet and the increase in use based on demand, it has become necessary to replace a knuckle boom truck. The approval to purchase this knuckle boom truck will allow Public Works to replace a 1995 truck with approximately 127,000 miles. It should be noted that mileage is only used as one measure in determining truck replacement. The best measure for this vehicle would be the number of hours on the engine. However, the number of hours on the engine is not available due to the year of the truck.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on August 31, 2015 and on September 6, 2015. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was 2:00 PM on Monday, September 14, 2015. We received two (2) responses.

Financial Impact: This capital expenditure was planned and appropriated in the 15-16 budget. Funds totaling \$145,000 have been appropriated. The two bids received were less than budget. As summarized in the bid tabulation, the bid submitted by Worldwide Equipment (\$129,481) exceeds the bid submitted by CMI Equipment Sales (\$127,295) by \$2,186. However, the bid submitted by Worldwide Equipment meets all specifications including electronic over hydraulics on the joystick that is utilized to operate the knuckle boom. The bid submitted by CMI Equipment Sales includes a joystick that is mechanical only.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Worldwide Equipment.

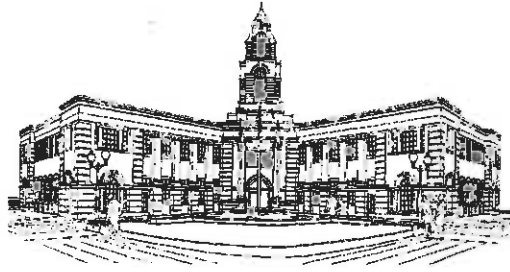
Attachments: Copy of the Bid Tabulation

City of Morristown

Knuckle Boom Truck Bid Tabulation

Monday, September 14, 2015 2:00 p.m.

[illegible]



Morristown City Council Agenda Item Summary

Date: September 29, 2015

Agenda Item: Approval of Bid – Single Axle Dump Truck with Heated Bed

Prepared by: Joey Barnard

Subject: Single Axle Dump Truck with Heated Bed

Background/History: Public Works is in the need of a single axle dump truck with a heated bed to haul hot mix asphalt for street maintenance and repairs. The approval of this bid will allow Public Works to have the capability to keep the asphalt at the appropriate temperature until it can be installed.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 14, 2015 and on September 21, 2015. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was 2:00 PM on Tuesday, September 29, 2015. We received two (2) responses.

Financial Impact: This capital expenditure was planned and appropriated in the 15-16 budget. Funds totaling \$105,000 have been appropriated. The two bids received were less than budget. As summarized in the bid tabulation, the bid submitted by Worldwide Equipment (\$94,460) is \$5,190 less than the bid submitted by MHC Kenworth – Knoxville (\$99,650).

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Worldwide Equipment.

Attachments: Copy of the Bid Tabulation

City of Morristown
Single Axle Dump Truck with Heated Bed
Tuesday, September 29, 2015 2:00 p.m.

| Bidder | Specification Compliance | Bid Submitted |
|--------------------------|--------------------------|---------------|
| Worldwide Equipment | Yes | \$ 94,000.00 |
| MHC Kenworth - Knoxville | Yes | \$ 99,650.00 |
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Morristown City Council Agenda Item Summary

Date: September 29, 2015

Agenda Item: Approval of Bid – Dump Trailer (Sway Car)

Prepared by: Joey Barnard

Subject: Dump Trailer (Sway Car)

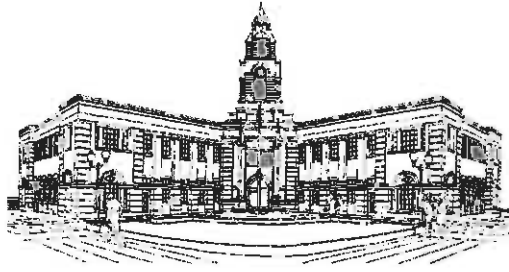
Background/History: Due to the age and utilization of current dump trailers (sway cars), Public Works needs to replace trailers that are currently in use. These trailers are utilized to haul bulk waste to the landfill.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 14, 2015 and on September 21, 2015. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 11:00 AM on Tuesday, September 29, 2015. We received one (1) response.

Financial Impact: This capital expenditure was planned and appropriated in the 15-16 budget. Funds totaling \$60,000 have been appropriated. Hurst Trailers submitted the only bid for the trailers in the amount of \$13,900 per unit. It is Public Works desire to purchase four (4) units for a total capital outlay of \$55,600.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Hurst Trailers as detailed above.

Attachments: None.



Morristown City Council Agenda Item Summary

Date: September 29, 2015

Agenda Item: Approval of Bid – Skid Steer Loader

Prepared by: Joey Barnard

Subject: Skid Steer Loader Bid

Background/History: Due to increasing maintenance needs related to maintaining the City of Morristown's sixteen (16) parks, it has become necessary to obtain a skid steer loader. With the approval of this bid and the subsequent purchase of the skid steer loader and various attachments, park staff will be able to maintain and make improvements to the properties.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 11, 2015 and on September 18, 2015. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 2:00 PM on Friday, September 25, 2015. We received three (3) responses.

Financial Impact: This capital expenditure was planned and appropriated in the 15-16 budget. Funds totaling \$48,640 have been appropriated. Bids were let with alternatives that included the following: pallet forks, backhoe unit, trenching bucket, high flow hydraulics, and tracks instead of tires. As summarized in the bid tabulation, the bid submitted by Bobcat of Knoxville, including all attachments totals \$46,848.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Bobcat of Knoxville.

Attachments: Copy of the Bid Tabulation

City of Morristown
Skid Steer Loader Bid Tabulation
Friday, September 25, 2015 2:00 p.m.

| Description | VENDOR | | | |
|--|---------------------|-----------------|------------------------|--|
| | Bobcat of Knoxville | Mountain Empire | Stowers Machinery Corp | |
| Skid Steer Loader (Tires) | \$ 28,308.18 | \$ 32,170.00 | \$ 26,600.00 | |
| Alternatives: | | | | |
| Pallet Fork Frame | \$ 492.80 | \$ 815.00 | \$ 780.00 | |
| 8811 Backhoe | \$ 9,829.60 | Not Quoted | \$ 11,625.00 | |
| Trenching Bucket | \$ 570.20 | \$ 842.00 | Included with unit | |
| Skid Steer Loader (Rubber Track) | \$ 35,318.33 | \$ 40,725.00 | Not Quoted | |
| Skid Steer Loader (Metal Track) | Not Quoted | Not Quoted | \$ 3,200.00 | |
| High Flow Hydraulics | \$ 1,136.64 | Not Quoted | \$ 2,600.00 | |
| Summary: | | | | |
| Skid Steer Loader (Tires) with attachments | \$ 39,837.42 | \$ 33,827.00 | \$ 41,405.00 | |
| Skid Steer Loader (Rubber Track) with attachments | \$ 35,847.57 | \$ 42,382.00 | N/A | |
| Skid Steer Loader (Metal Track- attachable) with attachments | N/A | N/A | \$ 44,605.00 | |



Volkert, Inc.

1428 Chestnut Street
Suite 110
Chattanooga, TN 37402

Office 423.842.3335
Fax 423.842.8630
chattanooga@volkert.com
www.volkert.com

September 18, 2015

Mr. Jim Whitbeck
100 W 1st North Street
Morristown, TN 37816-1499

Subject: Bid Tab Certification for the Resurfacing of Agricultural Park Boulevard from Witt Foundry Rd. to RR Overpass in White Pine, TN. Federal STP-M-4500(26); State 45LPLM-F3-021, PIN 115261

Dear Mr. Whitbeck:

Please find attached the bid tabulation certification for the subject project. The bid tabulation was found to be correct with no mathematical errors. The apparent low bidder, APAC-Atlantic, Inc., is verified as the low bidder with a bid of \$89,229.25 which is within 1% of the engineer's estimate.

Volkert has verified that APAC-Atlantic, Inc. is pre-qualified with TDOT to perform this work and holds the appropriate license with the Tennessee Department of Commerce and Insurance.

Volkert recommends moving forward to award the project to APAC-Atlantic, Inc.

Please feel free to contact us with any questions or comments.

Sincerely,

James E. Floyd, PE
Assistant Vice-President

Office Locations:

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Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania
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Project Agricultural Park Blvd. Resurfacing
 PIN 115261.00
 Location Town of White Pine Municipal Building

Certified Bid Tabulations
 Bid Opening: 9/10/2015 at 2:00 PM

| Engineer's Estimate | | | | | | | APAC-ATLANTIC, INC. |
|---------------------|--|--------------------|------|-------------|-----------------|------------|---------------------|
| Item # | Item | Estimated Quantity | Unit | Unit Price | Estimated Price | Unit Price | Total Cost |
| 403-01 | BITUMINOUS MATERIAL FOR TACK COAT (TC) | 2.2 | TON | \$ 559.27 | \$ 1,230.38 | \$575.00 | \$1,265.00 |
| 411-01.07 | ACS MIX (PG64-22) GRADING E SHOULDER | 237 | TON | \$ 86.83 | \$ 20,578.71 | \$83.75 | \$19,848.75 |
| 411-01.10 | ACS MIX (PG64-22) GRADING D | 430 | TON | \$ 97.18 | \$ 41,787.40 | \$96.00 | \$41,280.00 |
| 415-01.02 | COLD PLANING BITUMINOUS PAVEMENT | 775 | S.Y. | \$ 1.92 | \$ 1,484.13 | \$8.00 | \$6,200.00 |
| 705-02.02 | SINGLE GUARDRAIL (TYPE) 2 | 100 | L.F. | \$ 15.36 | \$ 1,536.00 | \$20.75 | \$2,075.00 |
| 705-04.05 | GUARDRAIL TERMINAL (TYPE IN-LINE) | 2 | EACH | \$ 561.87 | \$ 1,123.74 | \$700.00 | \$1,400.00 |
| 705-04.07 | TAN ENERGY ABSORBING TERM (NCHRP 350, TL3) | 2 | EACH | \$ 2,092.04 | \$ 4,184.07 | \$2,250.00 | \$4,500.00 |
| 706-01 | GUARDRAIL REMOVED | 50 | L.F. | \$ 0.61 | \$ 30.50 | \$1.00 | \$50.00 |
| 712-01 | TRAFFIC CONTROL | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$1,600.00 | \$1,600.00 |
| 712-06 | SIGNS (CONSTRUCTION) | 128 | S.F. | \$ 6.49 | \$ 830.08 | \$7.50 | \$960.00 |
| 716-02.05 | PLASTIC PAVEMENT MARKING (STOP LINE) | 102 | L.F. | \$ 9.77 | \$ 996.54 | \$12.75 | \$1,300.50 |
| 716-13.01 | SPRAY THERMO PVMT MRKNG (4IN LINE) | 1.7 | L.M. | \$ 1,807.59 | \$ 3,072.89 | \$2,500.00 | \$4,250.00 |
| 717-01 | MOBILIZATION | 1 | LS | \$ 6,000.00 | \$ 6,000.00 | \$4,500.00 | \$4,500.00 |
| TOTAL | | | | | \$ 87,854.44 | | \$89,229.25 |

I, James E. Floyd hereby certify these are the bid amounts received for the Resurfacing of Agricultural Park Boulevard. at the Public Works Director, Town of White Pine on Thursday, September 10, 2015.

James E. Floyd, PE

Tennessee License Number: 00108435



| Contractor | Phone # | Street Address |
|-----------------------------|--------------------------|-----------------------|
| Builders Exchange Plan Room | 865-246-4549 | |
| APAC | 865-705-0728 | 4817 Rutledge Pike |
| ISFT | 1-800-364-2059 ext. 8221 | |
| Newport Paving | 423-721-0116 | |
| Duracap Asphalt | | |
| Summers-Taylor, Inc. | 423-543-3181 | PO BOX 1628 |
| Patty Construction | 865-986-8216 | PO BOX 396 |
| Rogers Group Inc. | 615-242-0585 | 421 Great Circle Road |
| John Hale Paving | 423-586-5953 | 1202 E Main St. |
| Blalock | | |
| Stethen-Smith | | |

| City, State, Zip | Person Requesting | Email |
|------------------------|-------------------|--|
| Knoxville, TN 37914 | Mike Taylor | mtaylor@isqft.com |
| | Michelle | reporter@bxtn.org |
| | Gary Hensley | gghensley@apac.com |
| | Kristy Osborn | Kristy Osborn <kosborn@ISQFT.com> |
| | Doyle Ball | joem@newport-paving.com |
| Elizabethton, TN 37664 | Brian Smith | brian.smith@duracapasphalt.com |
| Lenoir City, TN 37771 | Danny Matthews | dannym@summerstaylor.com |
| Nashville, TN 37228 | | |
| Morristown, TN 37814 | | |

| Date Sent | Addendum 1 sent | Addendum 1 returned |
|----------------------------------|----------------------------|--------------------------------|
| 8/19/2015 | 9/1/2015 | |
| 8/20/2015 | 9/1/2015 | |
| 8/19/2015 | 9/1/2015 | 9/2/2015 |
| 8/20/2015 | | |
| 8/25/2015 | 9/1/2015 | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |
| 8/19/2015 sent bid advertisement | | |

Construction Advertising and Award Checklist

PIN: 115261.00
County: Jefferson
Federal Project No.: STP-M-4500(26)
State Project No.: 45LPLM-F3-021

The following checklist is intended to serve as a guide to assist the Local Government for advertising and award of the Contract. **This Checklist shall be submitted when requesting TDOT Concurrence in AWARD.**

| | YES | NO | COMMENTS |
|---|-------------------------------------|--------------------------|---|
| Was the Advertisement for bid in the newspapers at least 3 weeks prior to the public bid opening date? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date of advertisement: 8/14, 8/16, 8/18, 8/19 |
| Did the advertisement state the date, time, and location of public bid opening? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date of bid opening: 9/10/2015 Location: White Pine Municipal Building |
| Were bids read aloud at the bid opening? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Reason for not reading aloud: |
| If not, was the bidders name read and the reason for not reading aloud stated publicly? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Were only pre-qualified bidders read? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| If addendums were issued during the advertisement period, were they acknowledged by the bidders? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | One addendum |
| Were the bids reviewed for responsiveness and irregularities in accordance with guidelines? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Has the DBE goal been met (must demonstrate within 3 days of bid opening)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DBE goal is 0% |
| Is the lowest responsive bidder recommended for award? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If not, why: |
| Is TDOT provided an electronic bid tabulation of the three lowest bidders at least 14 days prior to the end of award period | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date to TDOT for concurrence: Date of award closing : |
| Is the pre-bid estimate with quantities included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Is a request for award or rejection included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Has a qualified CEI firm been selected properly and with the necessary information submitted to TDOT (or other approved by TDOT)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CEI contract sent to Eli Jones 8/13/2015 |

I certify that that ALL necessary requirements have been met.

Signature

Date

MEMORANDUM OF AGREEMENT

Between the various entities of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) for the handling and spending of STP and ARRA funds

I. PURPOSE

This Memorandum of Agreement (MOA) is for the purpose of conducting cooperative planning for pavement resurfacing/repaving, and road & signal rehabilitation projects for Morristown, Jefferson City, and White Pine, Tennessee.

II. BACKGROUND

- A. President Barrack Obama signed into law the ARRA act on February 17, 2009. The use of these federal funds is for transportation projects that are "shovel ready".
- B. LAMTPO shall also amend the 2008-2011 TIP in order to delete proposed projects and to create repaving/ resurfacing projects in order to spend "older" STP funds that have not been used to date.
- C. The LAMTPO Technical Advisory Committee (TAC) subcommittee members agreed on using these funds for repaving/resurfacing and road & signal rehabilitation projects within the LAMTPO area, and to have one bid letting process instead of doing several separate bid processes. Jefferson City would pay for the projects that occur only in Jefferson City, White Pine would pay for the projects to occur only in White Pine, and Morristown would pay for the projects that only occur in Morristown. Project costs include design, bid, local government program and project management costs and expenses, construction administration and construction services required to execute the projects.

Each Agency will be responsible for communicating project scope requirements to the Consultant preparing plans and project documents as the project is being prepared for bid.

- D. The LAMTPO TAC subcommittee members agreed that the City of Morristown, Tennessee will be the lead agency to handle the following aspects:

E.

- 1. To obtain the required contracts with TDOT. A separate contract will be done for a project(s) in Morristown, a separate contract(s) will be done for project(s) in Jefferson City, and separate contract(s) will be done for project(s) within White Pine;
- 2. Advertise as required for the bid letting process, and recommend the consultant/contractor.

The consultant would be used for, including but not limited to, PE, surveying, design, environmental, obtaining the necessary permits, and inspection of the project(s), and all necessary reporting as required by TDOT and/or FHWA.

4. The local agencies shall review the bids/proposals for the work that is to be awarded in their jurisdiction and have final approval before award of contract.

5. The City of Morristown shall invoice all local agencies for the work that was performed in their respective jurisdictions for reimbursement. This includes all services contracted through this MOU including Design and Construction Services. Payment should be received by the City of Morristown within 30 days of receipt of invoice.

6. Any cost over-runs shall be paid by the local agency (where the project is located) (i.e., if a Morristown project has a cost over-run, then the City of Morristown shall pay for the cost over-run). The various local agencies may request to use funding from the STP Cost Over-run bucket, which the local match is 20% and the federal amount is 80%. For this to occur, approval from the LAMTPO Technical Advisory Committee and approval from the Executive Board is needed in order to use these funds.

V. AGREEMENT TERMS

- A. This MOA shall remain in effect until all projects are closed, and as long as each of the parties is in agreement with its terms.

VI. SIGNATORIES

The following signatory parties do hereby agree to comply with the provisions and terms of this MOA.


Mayor Barbara "Sami" Barile, City of Morristown


Mayor Darrell Helton, Jefferson City


Mayor Stanley Wilder, White Pine

7/1/2009

Page 3 of 6



Volkert, Inc.

1428 Chestnut Street
Suite 110
Chattanooga, TN 37402

Office 423.842.3335
Fax 423.842.8630
chattanooga@volkert.com
www.volkert.com

September 18, 2015

Mr. Jim Whitbeck
100 W 1st North Street
Morristown, TN 37816-1499

Subject: Bid Tab Certification for the Resurfacing of N. Chuchy Pike from Clearbrook Dr. to SR-34
and W. Mountcastle Rd. from Bishop Ave. to Russell Ave. in Jefferson City, TN.
Federal STP-M-9106(13); State 45LPLM-F3-018, PIN 114480

Dear Mr. Whitbeck:

Please find attached the bid tabulation certification for the subject project. Both bidders tabulations were found to be correct with no mathematical errors. The apparent low bidder, APAC-Atlantic, Inc., is verified as the low bidder with a bid of \$150,938.20 which is \$8,255.93 below than the engineer's estimate.

Volkert has verified that APAC-Atlantic, Inc. is pre-qualified with TDOT to perform this work and holds the appropriate license with the Tennessee Department of Commerce and Insurance.

Volkert recommends moving forward to award the project to APAC-Atlantic, Inc.

Please feel free to contact us with any questions or comments.

Sincerely,

James E. Floyd, PE
Assistant Vice-President

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.



Construction Advertising and Award Checklist

PIN: 114480.00
County: Jefferson
Federal Project No.: STP-M-9106(13)
State Project No.: 45LPLM-F3-018

The following checklist is intended to serve as a guide to assist the Local Government for advertising and award of the Contract. **This Checklist shall be submitted when requesting TDOT Concurrence in AWARD.**

| | YES | NO | COMMENTS |
|---|-------------------------------------|--------------------------|---|
| Was the Advertisement for bid in the newspapers at least 3 weeks prior to the public bid opening date? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date of advertisement: 8/14, 8/16, 8/18, 8/19 |
| Did the advertisement state the date, time, and location of public bid opening? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date of bid opening: 9/10/2015 Location: Jefferson City Municipal Building |
| Were bids read aloud at the bid opening? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Reason for not reading aloud: |
| If not, was the bidders name read and the reason for not reading aloud stated publicly? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Were only pre-qualified bidders read? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| If addendums were issued during the advertisement period, were they acknowledged by the bidders? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2 addendums were issued |
| Were the bids reviewed for responsiveness and irregularities in accordance with guidelines? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Has the DBE goal been met (must demonstrate within 3 days of bid opening)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DBE goal 0% |
| Is the lowest responsive bidder recommended for award? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If not, why: |
| Is TDOT provided an electronic bid tabulation of the three lowest bidders at least 14 days prior to the end of award period | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Date to TDOT for concurrence: Date of award closing : |
| Is the pre-bid estimate with quantities included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Is a request for award or rejection included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Has a qualified CEI firm been selected properly and with the necessary information submitted to TDOT (or other approved by TDOT)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CEI contract sent to Eli Jones 8/13/2015 |

I certify that that ALL necessary requirements have been met.

Signature

Date

| Item | | Project No. 1 Quantity | Project No. 2 Quantity | Estimated Quantity | Unit | Unit Price | Estimated Price | Unit Price | Total Cost | Unit Price |
|------------------------------------|--|---------------------------|---------------------------|-----------------------|------|--------------|-----------------|------------|--------------|------------|
| MATERIAL FOR TACK COAT (TC) | | 2.9 | 1.8 | 4.7 | TON | \$ 486.79 | \$ 2,287.89 | \$900.00 | \$4,230.00 | \$575.1 |
| 1-22) GRADING E SHOULDER | | 149 | 0 | 149 | TON | \$ 70.69 | \$ 10,532.81 | \$120.95 | \$18,021.55 | \$87.1 |
| 1-22) GRADING D | | 472 | 292 | 764 | TON | \$ 95.74 | \$ 73,145.36 | \$120.40 | \$91,985.60 | \$98.1 |
| 3 BITUMINOUS PAVEMENT | | 710 | 4112 | 4822 | S.Y. | \$ 1.57 | \$ 7,546.43 | \$4.80 | \$23,145.60 | \$2.1 |
| NEWALK (4" REPAIR) | | 0 | 1000 | 1000 | S.F. | \$ 28.33 | \$ 28,330.00 | \$12.50 | \$12,500.00 | \$12.1 |
| INDICAP RAMP (RETROFIT) | | 0 | 38 | 38 | S.F. | \$ 18.79 | \$ 714.02 | \$100.00 | \$3,800.00 | \$100.1 |
| ROLL | | 0.5 | 0.5 | 1 | LS | \$ 12,500.00 | \$ 12,500.00 | \$9,850.00 | \$9,850.00 | \$1,600.1 |
| RUCTION) | | 296 | 192 | 488 | S.F. | \$ 6.86 | \$ 3,347.68 | \$6.00 | \$2,928.00 | \$7.1 |
| VENT MARKING (4' LINE) | | | | 1.857 | L.M. | | | \$3,360.00 | \$6,239.52 | \$2,600.1 |
| VENT MARKING (STOP LINE) | | 220 | 56 | 276 | L.F. | \$ 8.86 | \$ 2,445.36 | \$12.00 | \$3,312.00 | \$9.1 |
| VENT MARKING (TURN LANE ARROW) | | 2 | 0 | 2 | EACH | \$ 104.73 | \$ 209.46 | \$180.00 | \$360.00 | \$160.1 |
| VENT MARKING (STRAIGHT-TURN ARROW) | | 2 | 0 | 2 | EACH | \$ 141.38 | \$ 282.76 | \$240.00 | \$480.00 | \$240.1 |
| O PVMT MRKNG (4IN LINE) | | 2 | 0.5 | 2.5 | L.M. | \$ 1,807.59 | \$ 4,518.96 | \$2,420.00 | \$6,050.00 | \$2,100.1 |
| O PVMT MRKNG (4IN DOTTED LINE) | | 270 | 0 | 270 | L.F. | \$ 1.39 | \$ 375.30 | \$2.70 | \$729.00 | \$1.1 |
| | | 0.5 | 0.5 | 1 | LS | \$ 11,500.00 | \$ 11,500.00 | \$9,254.00 | \$9,254.00 | \$7,600.1 |
| | | 350 | 0 | 350 | LF | \$ 2.78 | \$ 973.00 | \$8.85 | \$3,097.50 | \$7.1 |
| | | 990 | 0 | 990 | LF | \$ 0.49 | \$ 485.10 | \$0.85 | \$841.50 | \$0.1 |
| | | | | | | | \$ 159,194.13 | | \$196,824.27 | |

I/We hereby certify these are the bid amounts
 for Resurfacing of N. Chuck Pike and W.
 at the Public Works Director, City of
 on Thursday, September 10, 2015.



James E. Floyd, PE

Tennessee License Number: 00108435

| Contractor | Phone # | Street Address |
|-----------------------------|--------------------------|-----------------------|
| APAC | 865-705-0728 | 4817 Rutledge Pike |
| Newport Paving | 423-721-0116 | |
| ISFT | 1-800-364-2059 ext. 8221 | |
| Builders Exchange Plan Room | 865-246-4549 | |
| Duracap Asphalt | | |
| Summers-Taylor, Inc. | 423-543-3181 | PO BOX 1628 |
| Patty Construction | 865-986-8216 | PO BOX 396 |
| Rogers Group Inc. | 615-242-0585 | 421 Great Circle Road |
| John Hale Paving | 423-586-5953 | 1202 E Main St. |
| Blalock | | |
| Stethen-Smith | | |

| City, State, Zip | Person Requesting | Email |
|------------------------|-------------------|--|
| Knoxville, TN 37914 | Gary Hensley | gghensley@apac.com |
| | Doyle Ball | joem@newport-paving.com |
| | Kristy Osborn | Kristy Osborn <kosborn@ISQFT.com> |
| | Michelle | reporter@bxtn.org |
| | Brian Smith | brian.smith@duracapasphalt.com |
| Elizabethton, TN 37664 | Danny Matthews | dannym@summerstaylor.com |
| Lenoir City, TN 37771 | | |
| Nashville, TN 37228 | | |
| Morristown, TN 37814 | | |

| Date Sent | Addendum 1 sent | Addendum 1 Returned | Addendum 2 sent | Addendum 2 Returned |
|----------------------------------|----------------------------|--------------------------------|----------------------------|--------------------------------|
| 8/19/2015 | 8/19/2015 | 8/19/2015 | 9/1/2015 | 9/2/2015 |
| 8/25/2015 | 8/25/2015 | | 9/1/2015 | |
| 8/20/2015 | 8/20/2015 | | 9/1/2015 | |
| 8/20/2015 | 8/20/2015 | | 9/1/2015 | |
| 8/26/2015 | 8/26/2015 | 9/8/2015 | 9/1/2015 | 9/8/2015 |
| 8/19/2015 sent bid advertisement | | | | |
| 8/19/2015 sent bid advertisement | | | | |
| 8/19/2015 sent bid advertisement | | | | |
| 8/19/2015 sent bid advertisement | | | | |
| 8/19/2015 sent bid advertisement | | | | |
| 8/19/2015 sent bid advertisement | | | | |

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Mayor Barbara "Sami" Barile, City of Morristown


Mayor Darrell Helton, Jefferson City


Mayor Stanley Wilder, White Pine

7/1/2009

Page 3 of 6

1/11/2011

[Return to Agenda](#)

**AIA****Document G701™ – 2001****Change Order****PROJECT (Name and address):**
Rail Spur & Site Improvements**CHANGE ORDER NUMBER:** 001
DATE: August 31, 2015**OWNER:** ☒**ARCHITECT:** ☒**TO CONTRACTOR (Name and address):**
Summers-Taylor, Inc.
300 West Elk Avenue
Elizabethton, TN 37643**ARCHITECT'S PROJECT NUMBER:** 3524202
CONTRACT DATE: May 26, 2015
CONTRACT FOR: General Construction**CONTRACTOR:** ☒**FIELD:** ☐**OTHER:** ☐**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

| | |
|---|---------------------|
| 1. Additional Erosion Control | \$ 11,462.10 |
| 2. Bituminous Coated 36" CMP Culvert | \$ 3,669.00 |
| 3. Sanitary Manhole Adjustments | \$ 1,796.44 |
| 4. Undercut and Replacement of Unsuitable Soil at Rail | \$ 3,913.49 |
| 5. Undercut and Replacement of Unsuitable Soil at Roadway | \$ 1,363.13 |
| TOTAL | \$ 22,204.16 |

| | |
|--|---------------|
| The original Contract Sum was | \$ 857,150.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 857,150.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 22,204.16 |
| The new Contract Sum including this Change Order will be | \$ 879,354.16 |

The Contract Time will be increased by Three (3) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 6, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**Barge, Waggoner, Sumner & Cannon, Inc.**
ARCHITECT (Firm name)520 West Summit Hill Drive, Suite 1202
Knoxville, TN 37902**ADDRESS****BY (Signature)**

Chris Umberger

(Typed name)

21 Sep 2015

DATE**Summers-Taylor, Inc.****CONTRACTOR (Firm name)**300 West Elk Avenue
Elizabethton, TN 37643**ADDRESS****BY (Signature)**

DANNY MATTHEWS

(Typed name)

9/21/15

DATE**City of Morristown****OWNER (Firm name)**100 West First North
Morristown, TN 37814**ADDRESS****BY (Signature)****(Typed name)****DATE**



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue

Elizabethton, TN 37644-1628

Phone (423) 543-3181 Fax (423) 543-6189

www.summertaylor.com

Bid Proposal

Quote to: Casey Tyree
Barge Waggoner Sumner & Cannon
Phone: 865.637.2810
email: Casey.Tyree@bwsc.net
Fax: 865.673.8554
CR # 1

Job Name: Colortech Rai Spur And Site Improvements
ST#201511
Date of Plans: 2/10/2015
Revision Date: 6/16/2015

| Item | Description | QTY | Unit | Unit Price | Bid item Total |
|----------------------|------------------------------|-----|------|--------------|------------------|
| 10002 | ADDITIONAL EROSION CONTROL | 1 | LS | 11,462.10 \$ | 11,462.10 |
| 10004 | 36" 12GA COATED 244 LF | 244 | LF | 15.04 \$ | 3,669.00 |
| 10006 | SANITARY MANHOLE ADJUSTMENTS | 1 | LS | 1,796.44 \$ | 1,796.44 |
| BID TOTAL: \$ | | | | | 16,927.54 |

INCLUSIONS/ITEM BREAK DOWN:

ITEM 10002 - ADDITION EROSION CONTROL - See attachments for breakdown.

ITEM 10004 - 36" 12GA COATED CMP - Is for the material pricing difference for CROSS DRAIN #1, 244 LF of 36" 12ga. CMP Pipe, to 244 LF of 36" CMP 12 ga. Asphalt Coated Pipe.

ITEM 10008 - SANITARY MANHOLE ADJUSTMENTS - See attachments for breakdown.

Request two (2) days added to the contract for this change.

EXCLUSIONS / CLARIFICATIONS:

Permits, Fees, or Testing is according to contract.

GENERAL TERMS & CONDITIONS:

The Construction Contract will govern.

Thank you for the opportunity to quote this scope.

Respectfully,

Acceptance:

Summers - Taylor, Inc.

By: Greg Keene

Date:

8/27/2015

Title: Office Engineer/Estimator

Date:

Summers-Taylor, Inc.**Hourly Labor & Equipment Rates**

Project: Colortech (ST#201511)

Scope of Work: TWO (5) CULVERT PROTECTIONS

Date: PLANS 6/19/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|-------------|-----|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 5 | \$270.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 5 | \$115.00 |
| LABORER | \$20 | 5 | \$100.00 |
| TRUCK DRIVER | \$27 | 5 | \$135.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 5 | \$150.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0 | \$0.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 5 | \$575.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|---|----------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0 | \$0.00 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 5 | \$320.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 5 | \$70.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$1,735.00 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| RIP-RAP TONS W/ HAUL & TAX | 30 | \$25.24 | \$757.28 |
| FILTER FABRIC (SYDS) | 200 | \$0.76 | \$151.46 |
| 57 STONE TONS W/ HAUL & TAX | 10 | \$17.01 | \$170.11 |
| TOTAL MATERIALS | | | \$1,078.84 |
| MATLS GC/OH 5% | | | \$53.94 |
| MATLS MU 10% | | | \$107.88 |
| SUB-TOTAL MATERIALS | | | \$1,240.67 |
| DAILY WORK TOTAL \$ | | | \$2,975.67 |

Summers-Taylor, Inc.***Hourly Labor & Equipment Rates***

Project: Colortech (ST#201511)

Scope of Work: FIVE (5) OUTLET PROTECTIONS

Date: PLANS 6/19/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|----------------|-----|------------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 1.5 | \$81.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 15 | \$345.00 |
| LABORER | \$20 | 15 | \$300.00 |
| TRUCK DRIVER | \$27 | 15 | \$405.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 15 | \$450.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0 | \$0.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 15 | \$1,725.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|----|----------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0 | \$0.00 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 15 | \$960.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 15 | \$210.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$4,476.00 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| RIP-RAP TONS W/ HAUL & TAX | 85 | \$25.24 | \$2,145.61 |
| FILTER FABRIC (SYDS) | 300 | \$0.76 | \$227.18 |
| | | | |
| TOTAL MATERIALS | | | \$2,372.80 |
| MATLS GC/OH 5% | | | \$118.64 |
| MATLS MU 10% | | | \$237.28 |
| SUB-TOTAL MATERIALS | | | \$2,728.71 |
| | | | |
| DAILY WORK TOTAL \$ | | | \$7,204.71 |
| | | | |

Summers-Taylor, Inc.**Hourly Labor & Equipment Rates**

Project: Colortech (ST#201511)

Scope of Work: 280 LF SEDIMENT TUBE

Date: PLANS 6/19/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|-------------|-----|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 2 | \$108.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 2 | \$46.00 |
| LABORER | \$20 | 2 | \$40.00 |
| TRUCK DRIVER | \$27 | 0 | \$0.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 2 | \$60.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 2 | \$118.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 0 | \$0.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|---|---------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0 | \$0.00 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 0 | \$0.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 2 | \$28.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$400.00 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| SEDIMENT TUBE 10 FT EA & TAX | 28 | \$27.38 | \$766.71 |
| | | | \$0.00 |
| | | | |
| TOTAL MATERIALS | | | \$766.71 |
| MATLS GC/OH 5% | | | \$38.34 |
| MATLS MU 10% | | | \$76.67 |
| SUB-TOTAL MATERIALS | | | \$881.72 |
| | | | |
| DAILY WORK TOTAL \$ | | | \$1,281.72 |
| | | | |

Summers-Taylor, Inc.

Hourly Labor & Equipment Rates

Project: Colortech (ST#201511)

Scope of Work: SANITARY MANHOLE ADJUSTMENTS

Date: 8/12/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|-------------|-----|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 0 | \$0.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 0 | \$0.00 |
| LABORER | \$20 | 0 | \$0.00 |
| TRUCK DRIVER | \$27 | 0 | \$0.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 0 | \$0.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0 | \$0.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 0 | \$0.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|---|--------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0 | \$0.00 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 0 | \$0.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 0 | \$0.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$0.00 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| 48" XYPEX RISER, 24" GRADE RINGS | 1 | \$762.12 | \$762.12 |
| TWO (2) ADDITIONAL CORINGS | 2 | \$400.00 | \$800.00 |
| | | | |
| TOTAL MATERIALS | | | \$1,562.12 |
| MATLS GC/OH 5% | | | \$78.11 |
| MATLS MU 10% | | | \$156.21 |
| SUB-TOTAL MATERIALS | | | \$1,796.44 |
| | | | |
| DAILY WORK TOTAL \$ | | | \$1,796.44 |
| | | | |



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-1628
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

Bid Proposal

Quote to: Casey Tyree
Barge Waggoner Sumner & Cannon
Phone: 865.637.2810
email: Casey.Tyree@bwsc.net
Fax: 865.673.8554
CR # 1

Job Name: Colortech Rai Spur And Site Improvements
ST#201511
Date of Plans: 2/10/2015
Revision Date:

| Item | Description | QTY | Unit | Unit Price | Bid item Total |
|---------------|-------------------------|-----|------|------------|----------------|
| 10008 | UNDERCUTTING & BACKFILL | 146 | CY | 3,913.49 | \$ 3,913.49 |
| | | | | \$ | - |
| | | | | \$ | - |
| | | | | | |
| BID TOTAL: \$ | | | | | 3,913.49 |

INCLUSIONS/ITEM BREAK DOWN:

ITEM 10008 - UNDERCUTTING & BACKFILL - See attachments for breakdown.

Request two (1) days added to the contract for this change.

EXCLUSIONS / CLARIFICATIONS:

Permits, Fees, or Testing is according to contract.

GENERAL TERMS & CONDITIONS:

The Construction Contract will govern.

Thank you for the opportunity to quote this scope.

Respectfully,

Acceptance:

Summers - Taylor, Inc.

By: Greg Keene

Date:

8/28/2015

Date:

Title: Office Engineer/Estimator

Summers-Taylor, Inc.**Hourly Labor & Equipment Rates**

Project: Colortech (ST#201511)

Scope of Work: Undercutting and Backfill

Date: 8/25/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|----------------|-----|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 4 | \$216.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 4 | \$92.00 |
| LABORER | \$20 | 4 | \$80.00 |
| TRUCK DRIVER | \$27 | 0 | \$0.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 6 | \$180.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0 | \$0.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 8 | \$920.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|---|---------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 1 | \$47.00 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 0 | \$0.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 0 | \$0.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$1,535.00 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| #2 STONE W/ HAUL & TAX (TONS) | 51.71 | \$20.85 | \$1,078.28 |
| FILTER FABRIC (SYDS) | 100 | \$0.69 | \$69.00 |
| | | | |
| TOTAL MATERIALS | | | \$1,147.28 |
| MATLS GC/OH 5% | | | \$57.36 |
| MATLS MU 10% | | | \$114.73 |
| SUB-TOTAL MATERIALS | | | \$1,319.38 |
| | | | |
| DAILY WORK TOTAL \$ | | | \$2,854.38 |
| | | | |

Summers-Taylor, Inc.**Hourly Labor & Equipment Rates**

Project: Colortech (ST#201511)

Scope of Work: Undercutting and Backfill

Date: 8/26/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|----------------|-----|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 5 | \$270.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 4 | \$92.00 |
| LABORER | \$20 | 4 | \$80.00 |
| TRUCK DRIVER | \$27 | 0 | \$0.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 4 | \$120.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0 | \$0.00 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0 | \$0.00 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 4 | \$460.00 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|------|---------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0.78 | \$36.66 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 0 | \$0.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 0 | \$0.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$1,058.66 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| | 0 | \$0.00 | \$0.00 |
| | 0 | \$0.00 | \$0.00 |
| TOTAL MATERIALS | | | \$0.00 |
| MATLS GC/OH 5% | | | \$0.00 |
| MATLS MU 10% | | | \$0.00 |
| SUB-TOTAL MATERIALS | | | \$0.00 |
| DAILY WORK TOTAL \$ | | | \$1,058.66 |

Daily Report

Diary: Date - 08/25/2015 (Tuesday)
Warm - (75 - 90); Partly Sunny / Cloudy; Normal Ground

Foreman - LANE,R

- Hauled 320 yards of waste
- Undercut 16x30"x4" deep under rail spur
- Installed geo fabric
- Installed 51.71 ton of 2" stone
- Safety meeting on pipe saw blades

| Time Card: Date - 08/25/2015 (Tuesday) | | 200020-100 | | 200050-100 | | Foreman - LANE,R Revision - 0, Shift - 1 | |
|--|--------------------------|------------|--|--------------|--|--|--|
| Cost Codes | | CUT- WASTE | | UNDERCUTTING | | Totals | |
| Description | Prod. Qty. | 320 CY | | 72 CY | | | |
| Code | Name | Class | | | | | |
| LANE,R | ROY C. LANE SR | FMDR | | 1 | | 1 | |
| MARTINEZ-D,M | MARTIN MARTINEZ-DU OPCLA | 6 | | 4 | | 10 | |
| LANE,J | JOHN WILLIAM LANE SLASK | 6 | | 4 | | 10 | |
| MALEITZKE,MH | MARK HAROLD MALEI OPCLB | 8 | | 2 | | 10 | |
| POND,MC | MICHAEL CODY POND LASK | 6 | | 4 | | 10 | |
| S1142 | 2008 GMC SIERRA 250 | | | 1 | | 1 | |
| S4800 | CATERPILLAR 930G IT | 2.22 | | | | 2.22 | |
| R229 | Komatsu Trackhoe | | | 8 | | 8 | |
| S5521 | CATERPILLAR CP563D | | | 1 | | 1 | |
| S4408 | LINKBELT 290LX | 4.23 | | | | 4.23 | |

Totals for Labor Hours: 41
Totals for Equipment Hours: 16.45
Broken Out: (41/0/0)
Broken Out: (16.45/0/0)

Return to Agenda

x _____ Date: _____

'c' - indicates a completed item.
'(R)' - indicates a rework quantity.

Daily Report

Time Card Notes: Date - 08/25/2015 (Tuesday)

| Code | Name | Meter | | Start | Break (1) | Lunch | Break (2) | Meal (2) | End | Foreman - LANE, R | |
|-------|--------------------|---------|---------|-------|-----------|-------|-----------|----------|-------|-------------------|------|
| | | Begin | End | | | | | | | Per | Diem |
| S4800 | CATERPILLAR 930G I | 7219.59 | 7221.82 | 07:37 | | | | 6.800000 | 16:38 | | |
| S4408 | LINKBELT 290LX | 8680.52 | 8684.76 | 06:57 | | | | 6.033333 | 17:13 | | |

Cost Code Notes: Date - 08/25/2015 (Tuesday)

| Code | Slot | Notes | Inspector Note | Foreman - LANE, R | |
|------------|------|-------------------------------|----------------|-------------------|------|
| | | | | Per | Diem |
| 203020-100 | 1 | Hauled off 320 yards of waste | | | |

203050-100 2 Under cut area 16'x30'x4' deep
Placed 51.71 ton of 2" stone
Placed geo fabric under rock

Inspector Note

Matl-Sub-Exp Transactions: Date - 08/25/2015 (Tuesday)

| Code | Description | Matl-Sub-Exp | Description | Unit | Received Quantity | Installed Quantity | Foreman - LANE, R | |
|------------|-------------|--------------|------------------------|------|-------------------|--------------------|-------------------|------|
| | | | | | | | Per | Diem |
| 203020-100 | CUT- WASTE | 3WASTEPI | WASTE PIT | CY | 0.000 | 320.000 | | |
| 203020-100 | CUT- WASTE | 5HIREDTRKHR | HIRED HAULER TRUCK (HO | HOUR | 0.000 | 0.000 | | |

Return to Agenda

Date:

'c' - indicates a completed item.
'(R)' - indicates a rework quantity.

Daily Report

| Time Card: Date - 08/26/2015 (Wednesday) | | | | | | | | | |
|--|--|-------------------------|--|-------------|--|------------|--|--------|--|
| Cost Codes | | | | | | | | | |
| | | 203020-100 | | 203050-100 | | 607022-400 | | | |
| Description | | CUT-WASTE | | UNDERCUTTIN | | 36" CMP | | | |
| Prod Qty. | | 450 CY | | 74 CY | | 174 LF | | | |
| Code | | Class | | | | | | Totals | |
| LANE,R | | ROY C. LANE SR | | FMDR | | 25 | | .25 | |
| MARTINEZ-D,M | | MARTIN MARTINEZ-DUOPCLA | | | | | | 6 | |
| LANE,J | | JOHN WILLIAM LANE SLASK | | | | | | 6 | |
| MALEITZKE,MH | | MARK HAROLD MALEI OPCLB | | 10 | | | | | |
| POND,MC | | MICHAEL CODY POND LASK | | | | 4 | | 6 | |
| S1142 | | 2008 GMC SIERRA 250 | | | | | | | |
| S4800 | | CATERPILLAR 930G IT | | | | | | 6.28 | |
| R229 | | Komatsu Trackhoe | | | | 4 | | 4 | |
| S5521 | | CATERPILLAR CP563D | | | | .78 | | | |
| S4408 | | LINKBELT 290LX | | | | 7.42 | | | |
| | | | | | | | | 1 | |
| | | | | | | | | 10 | |
| | | | | | | | | 10 | |
| | | | | | | | | 10 | |
| | | | | | | | | 10 | |
| | | | | | | | | 0 | |
| | | | | | | | | 6.28 | |
| | | | | | | | | 8 | |
| | | | | | | | | 0.78 | |
| | | | | | | | | 7.42 | |

Daily Report

Cost Code Notes: Date - 08/26/2015 (Wednesday)

Foreman - LANE, R

Code Slot Notes

203020-100 1 Hauled off 450 yards of waste

Inspector Note

203050-100 2 Undercut rail spur
74 yards of dirt
16'x25'x5' deep

Inspector Note

607022-400 3 Installed 174' of 36" CMP storm drain
Cross drain # 1

Inspector Note

Matl-Sub-Exp Transactions: Date - 08/26/2015 (Wednesday)

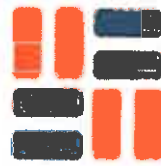
Foreman - LANE, R

| Code | Description | Matl-Sub-Exp | Description | Unit | Received Quantity | Installed Quantity |
|------------|-------------|--------------|-------------------------|------|-------------------|--------------------|
| 607022-400 | 36" CMP | 2QLLBM | BEDDING MATL LOWLAND | TN | 0.000 | 0.000 |
| 203020-100 | CUT- WASTE | 5HIREDTRKHR | HIRED HAULER TRUCK (HO | HO | 0.000 | 0.000 |
| 607022-400 | 36" CMP | 2SDCMP3612 | 36" CMP STORM DRAIN 12G | LF | 0.000 | 174.000 |
| 203020-100 | CUT- WASTE | 3WASTEPI | WASTE PIT | CY | 0.000 | 450.000 |

Return to Agenda

Date:

ENGINEER'S FIELD REPORT



Foundation Systems
Engineering, P.C.

Geotechnical Engineering and Consulting

Page 1 of 2

| | | | |
|-------------------|-----------------------------|------------------|---------------------|
| PROJECT NAME: | Rail Spur/Site Improvements | DATE OF VISIT: | 8/25/15 |
| PROJECT LOCATION: | Colortech, Inc. | FSE PROJECT No.: | 215235 |
| PROJECT LOCATION: | Morristown, TN | MET WITH: | Steve McQueen (CML) |
| CLIENT: | Summers & Taylor (S&T) | | Danny Kinley (S&T) |
| CONTRACTOR: | Summers & Taylor (S&T) | | |

Observations

A proofroll was performed by Mr. Danny Kinley and Mr. Steve McQueen of an area in the new rail line location. An area was observed to have deflections greater than 2 inches. The area observed is shown on the attached map below.

It was requested that FSE observe the area as it was excavated to determine the depth of undercut required to repair the area. The area was initially over excavated 2 feet below current ground surface elevations. Based on probe rod results the soil was still very soft and wet. The excavated soil was observed as old clay fill soil. It was recommended an additional 2 feet be excavated to remove the soft wet soil.



Photos of Overexcavated Area

Recommendations

The area that was excavated measured 16'x30'x4'. The area was recommended to have a layer of geotextile fabric placed prior to placing 1 foot of No. 2 graded limestone rock. The remaining backfill material was recommended to be compacted soil. The soil should be placed in lifts and compacted to at least 98% of the Standard Proctor density.

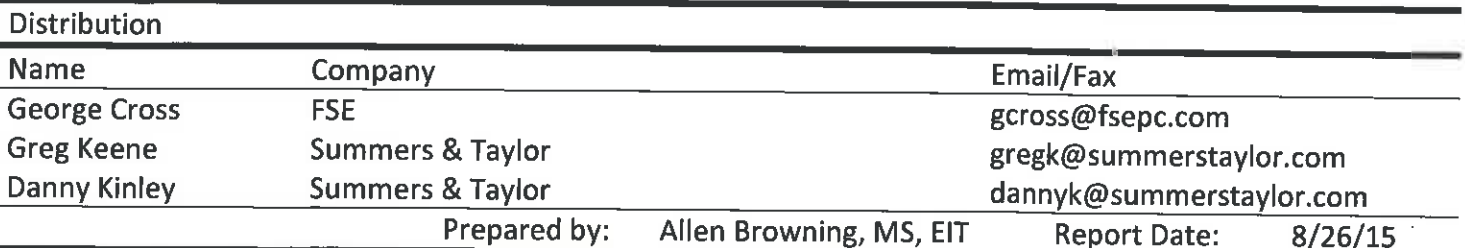
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Area Observed 8-25-15



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ENGINEER'S FIELD REPORT



Foundation Systems
Engineering, P.C.
Geotechnical Engineering and Consulting

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| | | | |
|-------------------|-----------------------------|------------------|---------|
| PROJECT NAME: | Rail Spur/Site Improvements | DATE OF VISIT: | 8/26/15 |
| PROJECT LOCATION: | Colortech, Inc. | FSE PROJECT No.: | 215235 |
| PROJECT LOCATION: | Morristown, TN | MET WITH: | |
| CLIENT: | Summers & Taylor (S&T) | | |
| CONTRACTOR: | Summers & Taylor (S&T) | | |

Observations

A proofroll was performed by Mr. Steve McQueen of an area in the new rail line location. An area was observed to have deflections greater than 3 inches. The area observed is shown on the attached map below.

The area was over excavated 5 feet below current ground surface elevations. The excavated soil was observed as old clay fill soil.



Photos of Overexcavated Area after being backfilled

Recommendations

The area that was excavated measured 16'x25'x5'. The area was recommended to have a layer of geotextile fabric placed prior to placing 1 foot of No. 2 graded limestone rock. The remaining backfill material was recommended to be compacted soil. The soil should be placed in lifts and compacted to at least 98% of the Standard Proctor density.

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Geotechnical Engineering and Consulting

| | | | |
|-------------------|-----------------------------|------------------|---------|
| PROJECT NAME: | Rail Spur/Site Improvements | DATE OF VISIT: | 8/26/15 |
| PROJECT LOCATION: | Colortech, Inc. | FSE PROJECT No.: | 215235 |
| PROJECT LOCATION: | Morristown, TN | MET WITH: | |

SANITARY SEWER NOTES:

- ALL NEW SANITARY SEWER MANHOLES SHALL BE PRECAST WITH ZYPLEX ADHESURE (C-100 WITH RED TINT)
- NEW SANITARY SEWER MANHOLE LIDS TO BE STAMPED "SANITARY SEWER"
- BEFORE ORDERING STRUCTURES THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE EXISTING SANITARY SEWER

APPROXIMATE AREA OF UNDERCUT

The plan shows various sanitary sewer components including manholes (e.g., 4' DIA. SAN. MH TO 1286.00 INV. 1277.97 (EST.), 4' DIA. SAN. MH TO 1285.00 INV. 1277.88 (EST.)), pipe segments (e.g., 18" DUCTILE IRON PIPE WITH CASING), and curves (e.g., CURVE #2 - 12° DERAIL). It also indicates areas for relocation and clearance, such as "RELOCATED CLEAN OUT" and "CHP CLEARANCE 26'-0" 13,500 VOLTS (RELOCATION REQUIRED)". A specific area is highlighted with a rectangle and labeled "APPROXIMATE AREA OF UNDERCUT". Other features include a "METAL BUILDING FLJ#3.56", "TIE TO EXIST. DRIVE", and "EXIST. FLOUORESCENT OPEN".

| Name | Company | Email/Fax |
|--------------|------------------|--------------------------|
| George Cross | FSE | gcross@fsepc.com |
| Greg Keene | Summers & Taylor | gregk@summerstaylor.com |
| Danny Kinley | Summers & Taylor | dannyk@summerstaylor.com |

Report Date: 8/27/15

PO Box 5267 - Kingsport, Tennessee, 37663 • www.fsepc.com • 423-239-9226(p)/423-239-8677(f)

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Summers-Taylor, Inc.**Hourly Labor & Equipment Rates**

Project: Colortech (ST#201511)

Scope of Work: Undercutting and Backfill

Date: 9/15/15

| DESCRIPTION | HOURLY RATE | HRS | TOTAL \$ |
|--|-------------|------|----------|
| LABOR RATES: | | | |
| FOREMAN W/PICKUP | \$54 | 1 | \$54.00 |
| CARPENTER | \$27 | 0 | \$0.00 |
| CONCRETE FINISHER | \$24 | 0 | \$0.00 |
| SKILLED LABORER | \$23 | 2 | \$46.00 |
| LABORER | \$20 | 0 | \$0.00 |
| TRUCK DRIVER | \$27 | 0 | \$0.00 |
| ROD BUSTER | \$27 | 0 | \$0.00 |
| POWDERMAN/BLASTER | \$34 | 0 | \$0.00 |
| CRANE OPERATOR | \$33 | 0 | \$0.00 |
| EQUIPMENT OPERATOR | \$30 | 2 | \$60.00 |
| MECHANIC | | | |
| EQUIPMENT RATES: | | | |
| GPS BASE UNIT | \$8 | 0 | \$0.00 |
| GPS EQUIPMENT UNIT | \$7 | 0 | \$0.00 |
| D4 CAT DOZER | \$50 | 0 | \$0.00 |
| D5 CAT DOZER | \$46 | 0 | \$0.00 |
| JD700 DOZER W/GPS | \$80 | 0.18 | \$14.40 |
| D6 CAT DOZER | \$85 | 0 | \$0.00 |
| D8 CAT DOZER | \$127 | 0 | \$0.00 |
| D8 CAT DOZER W/RIPPER | \$140 | 0 | \$0.00 |
| D9 CAT DOZER | \$165 | 0 | \$0.00 |
| D9 CAT DOZER W/ RIPPER | \$176 | 0 | \$0.00 |
| 613 CAT WATER WAGON | \$99 | 0 | \$0.00 |
| 613 SELF LOADING SCRAPER | \$116 | 0 | \$0.00 |
| 621 CAT SCRAPER | \$126 | 0 | \$0.00 |
| 631 CAT SCRAPER | \$172 | 0 | \$0.00 |
| CAT CHALLENGER TRACTOR 300 HP | \$81 | 0 | \$0.00 |
| ROME DISC | \$10 | 0 | \$0.00 |
| 35-40 TON OFF ROAD REAR DUMP TRUCKS | \$110 | 0 | \$0.00 |
| SKID-STEER W/ MILLING ATTACHMENT | \$74 | 0 | \$0.00 |
| SKID-STEER LOADER | \$34 | 0 | \$0.00 |
| R.T. LOADER CAT (920-930) (IT28) CLASS | \$59 | 0.13 | \$7.67 |
| R.T. LOADER CAT (950-960) (IT38) CLASS | \$74 | 0 | \$0.00 |
| ATHLEY DIRT LOADER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR (5000-8000 LB CLASS) | \$44 | 0 | \$0.00 |
| MINI EXCAVATOR (8000-10,000 LB CLASS) | \$55 | 0 | \$0.00 |
| MINI EXCAVATOR W/ROCK HAMMER | \$88 | 0 | \$0.00 |
| MINI EXCAVATOR SIDE GRADER | \$65 | 0 | \$0.00 |
| LB 290LX EXCAVATOR | \$101 | 0 | \$0.00 |
| CAT 312-315 EXCAVATOR | \$53 | 0 | \$0.00 |
| CAT 320 - 325 EXCAVATOR | \$115 | 1.5 | \$172.50 |
| CAT 330 EXCAVATOR | \$141 | 0 | \$0.00 |

| | | | |
|--|-------|-----|----------|
| KOMATSU PC400 | \$166 | 0 | \$0.00 |
| JD 850 EXCAVATOR (7.5CY) | \$208 | 0 | \$0.00 |
| CAT 320-330 W/ ROCK HAMMER | \$240 | 0 | \$0.00 |
| HITACHI ZX370 EXCW/HAMMER | \$240 | 0 | \$0.00 |
| JOHN DEERE 310-410 R.T. BACKHOE/LOADER | \$41 | 0 | \$0.00 |
| CAT 416-420C RT BACHOE/LOADER | \$44 | 0 | \$0.00 |
| CAT M318-320 RT EXCAVATOR | \$72 | 0 | \$0.00 |
| CAT 12G-120H GRADER | \$83 | 0 | \$0.00 |
| CAT 14G/140G GRADER | \$102 | 0 | \$0.00 |
| JOHN DEERE 570 GRADER | \$40 | 0 | \$0.00 |
| CAT 815 - 825 COMPACTOR | \$156 | 0 | \$0.00 |
| VIBRO SHEEPFOOT COMPACTORS (66" - 84") | \$60 | 0 | \$0.00 |
| LARGE ST-WHEEL ROLLER | \$36 | 0 | \$0.00 |
| SMALL VIBRO SM-DRUM TND ROLLER | \$26 | 0 | \$0.00 |
| LARGE VIBRO SM-DRUM TND ROLLER | \$47 | 0.4 | \$18.80 |
| LARGE R/T ROLLER | \$36 | 0 | \$0.00 |
| VIBRO BASE ROLLER | \$40 | 0 | \$0.00 |
| POWER BROOM | \$26 | 0 | \$0.00 |
| 60-TON TRUCK CRANE | \$81 | 0 | \$0.00 |
| 80 TON CRAWLER CRANE | \$101 | 0 | \$0.00 |
| 110 TON CRAWLER CRANE | \$132 | 0 | \$0.00 |
| 25-35 TON ROUGH TERRIAN CRANE | \$44 | 0 | \$0.00 |
| BOOM TRUCK 22 TON | \$65 | 0 | \$0.00 |
| S-80 TELESCOPIC BOOM | \$48 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| ICE 6E VIBRO W/ EXC | \$218 | 0 | \$0.00 |
| BIDWELL BRIDGE SCREED | \$55 | 0 | \$0.00 |
| ICE I12 HAMMER W LEADS | \$79 | 0 | \$0.00 |
| SCHWING SP750 PUMP | \$71 | 0 | \$0.00 |
| 3500 HYD. ROCK DRILL | \$146 | 0 | \$0.00 |
| SHUTTLE BUGGY | \$208 | 0 | \$0.00 |
| ASPHALT PAVER | \$107 | 0 | \$0.00 |
| CAT MP 465 MILLING MACHINE | \$355 | 0 | \$0.00 |
| CURB/GUTTER SLIP-FORM MACHINE | \$92 | 0 | \$0.00 |
| CURB SLIP-FORM MACHINE SMALL | \$26 | 0 | \$0.00 |
| ASPHALT DISTRIBUTOR TRUCK | \$39 | 0 | \$0.00 |
| SERVICE TRUCK | \$46 | 0 | \$0.00 |
| MECHANIC TRUCK | \$52 | 0 | \$0.00 |
| DUMP TRUCK (TRI-AXLE) | \$64 | 2 | \$128.00 |
| EQUIPMENT TRANSPORT | \$78 | 0 | \$0.00 |
| FLATBED TRUCK | \$26 | 0 | \$0.00 |
| PICK-UP TRUCKS 1/2-3/4 TON | \$14 | 1 | \$14.00 |
| SUV VEHICLES | \$14 | 0 | \$0.00 |
| WATER TRUCK | \$59 | 0 | \$0.00 |
| PLATE TAMPER | \$7 | 0 | \$0.00 |
| GENERATOR SET | \$7 | 0 | \$0.00 |
| WELDER | \$10 | 0 | \$0.00 |
| MISC SMALL TOOLS | \$10 | 0 | \$0.00 |
| ARROW BOARD SOLAR | \$20 | 0 | \$0.00 |
| LIGHT PLANT 6KW | \$12 | 0 | \$0.00 |
| 750 PSI AIR COMPRESSOR | \$33 | 0 | \$0.00 |
| 85 - 185 PSI AIR COMPRESSOR | \$13 | 0 | \$0.00 |

| | | | |
|-------------------------------------|-------------|-------------------|-------------------|
| FIRE AIR CURTAIN | \$46 | 0 | \$0.00 |
| SUB-TOTAL LABOR & EQUIP. | | | \$515.37 |
| MATERIALS: | | | |
| | QTY. | UNIT PRICE | TOTAL \$ |
| PUG STONE W/ HAUL & TAX (TONS) | 50.84 | \$14.50 | \$737.18 |
| | | | \$0.00 |
| TOTAL MATERIALS | | | \$737.18 |
| MATLS GC/OH 5% | | | \$36.86 |
| MATLS MU 10% | | | \$73.72 |
| SUB-TOTAL MATERIALS | | | \$847.76 |
| | | | |
| DAILY WORK TOTAL \$ | | | \$1,363.13 |
| | | | |

Daily Report

Job Code 201511

Time Card: Date - 09/15/2015 (Tuesday)
Cost Codes

203020-100

203050-100

203010-600

Foreman - LANE,R Revision - 0 Shift - 1

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| Description Prod. Qty. | Name | Class | CUT- WASTE 216 CY | UNDERCUTTING 45 CY | STONE BASE 462.08 TON | Totals |
|---------------------------|-------------------------|-------|----------------------|-----------------------|--------------------------|--------|
| LANE,R | ROY C. LANE SR | FMDR | .10 | .10 | .8 | 1 |
| MARTINEZ,D,M | MARTIN MARTINEZ-DUOPCLA | | 7 | 2 | | 9 |
| LANE,J | JOHN WILLIAM LANE SLASK | | 7 | 2 | | 9 |
| MALEITZKE,MH | MARK HAROLD MALEI OPCLB | | 7 | 2 | | 9 |
| POND,MC | MICHAEL CODY POND LASK | | | | | 0 |
| S1142 | 2008 GMC SIERRA 250 | | .1 | .1 | .8 | 1 |
| S4800 | CATERPILLAR 930G IT | | 1 | .13 | | 1.13 |
| S4408 | LINKBELT 290LX | | 6 | 1.5 | | 7.5 |
| S4113 | CATERPILLAR 312C | | .003 | | | 0.003 |
| S4506 | JOHN DEERE 700 | | 1 | .18 | 5 | 6.18 |
| S6530 | CATERPILLAR CS-633 | | .4 | | 3 | 3.4 |

Totals for Labor
Totals for Equipment

Hours: 28
Hours: 19.21
Broken Out: (28/0/0)
Broken Out: (19.21/0/0)

| Code | Name | Begin | End | Start | Break (1) | Lunch | Break (2) | Meal (2) | End | Diem | Subsistence | Notes |
|-------|--------------------|---------|---------|-------|-----------|-------|-----------|----------|-------|------|-------------|-------|
| S4800 | CATERPILLAR 930G I | 7254.75 | 7255.89 | 07:36 | | | | 5.233333 | 13:58 | | | |
| S4408 | LINKBELT 290LX | 8733.67 | 8740.68 | 07:22 | | | | 2.533333 | 16:54 | | | |
| S4113 | CATERPILLAR 312C | 8285.32 | 8285.34 | 07:53 | | | | | 07:55 | | | |
| S4506 | JOHN DEERE 700 | 4465.08 | 4471.26 | 10:03 | | | | 0.850000 | 17:05 | | | |
| S6530 | CATERPILLAR CS-53 | 2914.21 | 2917.61 | 07:20 | | | | 6.350000 | 17:05 | | | |

Time Card Notes: Date - 09/15/2015 (Tuesday)

Foreman - LANE,R

X _____ Date: _____

'C' - indicates a completed item.
'(R)' - indicates a rework quantity.

Daily Report

Job Code 201511

203020-100 1 Hauled 216 yards of waste
Inspector Note

203050-100 2 Undercut
3x8x12'
3.5'x14'x19'.
50.84 ton of stone
Inspector Note

303010-600 3 Installed 462.08 ton of pug mix
Inspector Note

Mat-Sub-Exp Transactions: Date - 09/15/2015 (Tuesday)

| Code | Description | Mat-Sub-Exp | Description | Unit | Received Quantity | Installed Quantity | Foreman - LANE, R |
|------------|-----------------|-------------|------------------------|------|-------------------|--------------------|-------------------|
| 303010-600 | STONE BASE (HD) | 20LLBS | BASE STONE LOWLAND | TON | 0.000 | 462.080 | |
| 203020-100 | CUT- WASTE | 5HIREDTKRHR | HIRED HAULER TRUCK (HO | TON | 0.000 | 0.000 | |
| 203020-100 | CUT- WASTE | 3WASTEPT | WASTE PT | CY | 0.000 | 216.000 | |

'C' - indicates a completed item.
'(R)' - indicates a rework quantity.

Date: _____

ENGINEER'S FIELD REPORT



Foundation Systems
Engineering, P.C.

Geotechnical Engineering and Consulting

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| | | | |
|-------------------|-----------------------------|------------------|---------------|
| PROJECT NAME: | Rail Spur/Site Improvements | DATE OF VISIT: | 9/15/15 |
| PROJECT LOCATION: | Colortech, Inc. | FSE PROJECT No.: | 215235 |
| PROJECT LOCATION: | Morristown, TN | MET WITH: | RC Lane (S&T) |
| CLIENT: | Summers & Taylor (S&T) | | |
| CONTRACTOR: | Summers & Taylor (S&T) | | |

Observations

A subgrade proofroll was performed on the new road area of the site (see map attached for location). This area was reported at the approximate subgrade elevations at the time of the proofroll. The area was proofrolled in a slow driving pattern with a loaded tandem axle dump truck to check for subgrade strength. During the proofroll testing there was generally less than a 1/2 inch of deflection observed.

Two (2) locations were observed with a pumping movement indicating underlying soft/wet soil. (see map attached for locations) An excavator was used to allow observation of the soil in these areas. Soft and wet, old fill soil with some mixed in topsoil was observed. The soil remained soft and wet for approximately 3 to 3 1/2 feet in depth.



Photos of areas proofrolled

Assessment

Based on the testing, the area passed the proofroll with the exception of the two (2) areas described. The passing area is ready for the placement of the aggregate basestone material.

Recommendations

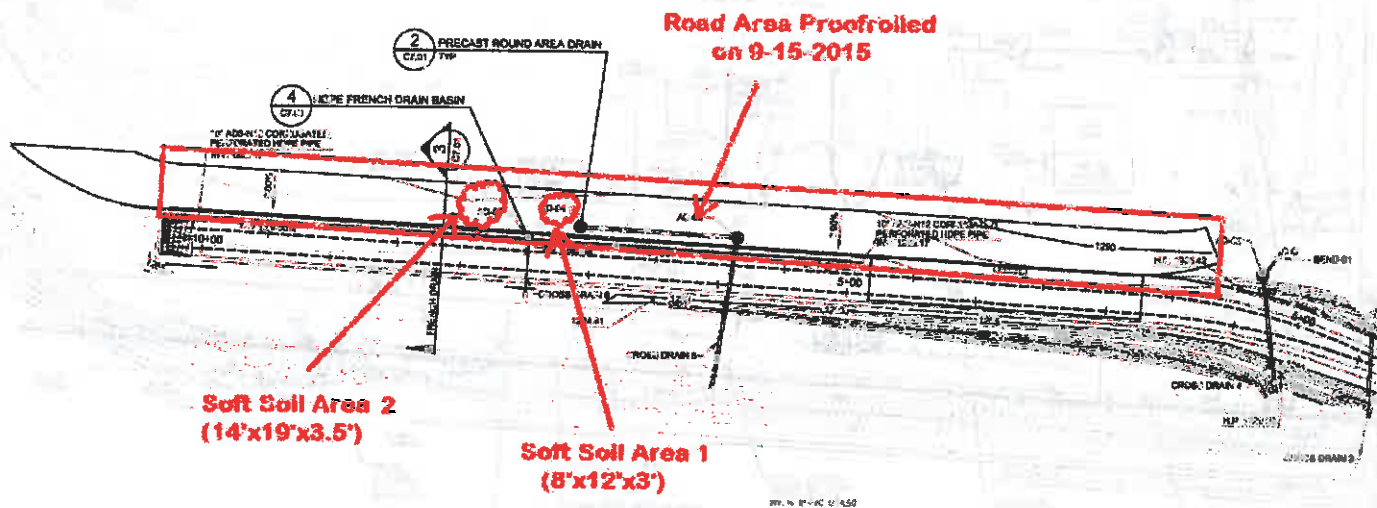
Undercut the two (2) soft areas and replace with suitable soil. Place and compact per the project specifications.

Continued testing and observation per the plans and specifications.

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Geotechnical Engineering and Consulting

| | | | |
|-------------------|-----------------------------|------------------|---------------|
| PROJECT NAME: | Rail Spur/Site Improvements | DATE OF VISIT: | 9/15/15 |
| PROJECT LOCATION: | Colortech, Inc. | FSE PROJECT No.: | 215235 |
| PROJECT LOCATION: | Morristown, TN | MET WITH: | RC Lane (S&T) |



| Name | Company | Email/Fax |
|----------------|------------------|--------------------------|
| Allen Browning | FSE | abrowning@fsepc.com |
| Greg Keene | Summers & Taylor | gregk@summerstaylor.com |
| Danny Kinley | Summers & Taylor | dannyk@summerstaylor.com |

Report Date: 9/16/15

PO Box 5267 - Kingsport, Tennessee, 37663 • www.fsepc.com • 423-239-9226(p)/423-239-8677(f)

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: October 1, 2015

Subject: Morristown/ LAMTPO TDOT Planning Funds Grant Amendment

Attached is the revised TDOT Planning Funds (PL funds) grant. It covers the years 2014 through 2018 (5-year span).

This is something new with TDOT, as previously the grants were done on a yearly basis. The rationale for the change is help provide better guidance/ understanding of what planning funds are available for each MPO area in Tennessee for the current and future years.

Planning Funds are 80% federal, 20% local match. They are used for administrative purposes, planning studies/ documents. Please note the first page shows only the Federal portion. So for federal fiscal year (FFY)2016, the federal amount is \$158,442.00, the local match will be \$39,610.50, and the total would be \$198,052.50. The same will hold true for FFY2017 and FFY2018. The rationale for a decrease in funds from FFY2015 and FFY2016 is due to the federal government is currently been working on transportation bill extensions. (The current extension expires on Dec. 11, 2015).

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

LAMTPO staff recommends approving the Grant Amendment as submitted.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.



GRANT AMENDMENT

| Agency Tracking # | Edison ID | Contract # | Amendment # |
|-------------------|-----------|------------|-------------|
| 40100-29014 | 38616 | Z14MPO009 | 1 |

| Contractor Legal Entity Name | Edison Vendor ID |
|------------------------------|------------------|
| City of Morristown | 4108 |

Amendment Purpose & Effect(s)

To amend the City of Morristown grant contract to extend the term and increase the maximum liability.

| | |
|---|-------------------------------------|
| Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | End Date: September 30, 2018 |
|---|-------------------------------------|

TOTAL Contract Amount INCREASE per this Amendment (zero if N/A): **\$475,326.00**

| Funding — | | | | | |
|---------------|-------|-------------------|-------------------|-------|-----------------------|
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2014 | | 158,966.00 | | | 158,966.00 |
| 2015 | | 158,966.00 | | | 158,966.00 |
| 2016 | | 158,442.00 | | | 158,442.00 |
| 2017 | | 158,442.00 | | | 158,442.00 |
| 2018 | | 158,442.00 | | | 158,442.00 |
| TOTAL: | | 793,258.00 | | | 793,258.00 |

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

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.

OCR USE

Speed Chart (optional)

Account Code (optional)

**AMENDMENT ONE
OF GRANT CONTRACT Z14MPO009**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the City of Morristown, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added to Grant Contract section A. Scope of Services:
 - A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.
2. Grant Contract section **B.1. CONTRACT PERIOD** is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD

This Grant Contract shall be effective on October 1, 2013 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

3. Grant Contract section C.1. Maximum Liability, is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Hundred Ninety-Three Thousand Two Hundred Fifty-Eight Dollars (\$793,258.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
4. Grant Contract section D.12. is deleted in its entirety and replaced with the following:

D.12. 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.

5. Grant Contract section D.16. is deleted in its entirety and replaced with the following:

D.16. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

6. Grant Contract section D.21. is deleted in its entirety and replaced with the following:

D.21. 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.

7. Grant Contract section D.22. is deleted in its entirety and replaced with the following:

D. 22. 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.

8. The following is added as Grant Contract section D.27.:

D.27. 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.

9. The following is added as Grant Contract section D.28.:

D.28. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete

Attachment Three Parent Child Information.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

10. The following is added as Grant Contract section D.29.:

D.29. 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.

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 October 1, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS THEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY, APPROVED AS TO FORM

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

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ATTACHMENT ONE**Federal Award Identification Worksheet**

| | |
|--|--|
| Subrecipient's name (must match registered name in DUNS) | City of Morristown |
| Subrecipient's DUNS number | 079026779 |
| Federal Award Identification Number (FAIN) | |
| Federal award date | |
| CFDA number and name | 20.205 – Highway Planning & Construction |
| Grant contract's begin date | October 1, 2013 |
| Grant contract's end date | September 30, 2018 |
| Amount of federal funds obligated by this grant contract | \$793,258.00 |
| Total amount of federal funds obligated to the subrecipient | \$4,054,260.00 |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | Approximately \$4,500,000 annually |
| Name of federal awarding agency | Federal Highway Administration (FHWA) |
| Name and contact information for the federal awarding official | Ms. Theresa Claxton FHWA Tennessee Division Office 404 BNA Drive, Suite 508 Nashville, TN 37212 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | NA |

| GRANT BUDGET | | | | |
|--|---|---------------------|--------------------------|---------------------|
| LAKEWAY MTPO FY 2014 – FY 2018 | | | | |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following | | | | |
| Applicable Period: BEGIN: OCTOBER 1, 2013 END: SEPTEMBER 30, 2018 | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1. 2 | Salaries, Benefits & Taxes | \$400,000.00 | \$100,000.00 | \$500,000.00 |
| 4, 15 | Professional Fee, Grant & Award ² | 273,258.00 | 68,315.00 | 341,573.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 40,000.00 | 10,000.00 | 50,000.00 |
| 11. 12 | Travel, Conferences & Meetings | 40,000.00 | 10,000.00 | 50,000.00 |
| 13 | Interest ² | 0 | 0 | 0 |
| 14 | Insurance | 0 | 0 | 0 |
| 16 | Specific Assistance To Individuals | 0 | 0 | 0 |
| 17 | Depreciation ² | 0 | 0 | 0 |
| 18 | Other Non-Personnel ² | 40,000.00 | 10,000.00 | 50,000.00 |
| 20 | Capital Purchase ² | 0 | 0 | 0 |
| 22 | Indirect Cost | 0 | 0 | 0 |
| 24 | In-Kind Expense | 0 | 0 | 0 |
| 25 | GRAND TOTAL | \$793,258.00 | \$198,315.00 | \$991,573.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|---|-------------------|
| LONG-RANGE PLAN UPDATE AND CORRIDOR STUDIES | 341,573.00 |
| TOTAL | 341,573.00 |

| OTHER NON-PERSONNEL | AMOUNT |
|-----------------------------|------------------|
| ADVERTISING / LEGAL NOTICES | 50,000.00 |
| TOTAL | 50,000.00 |

ATTACHMENT THREE

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a parent? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager

3rd Floor, WRS Tennessee Tower

312 Rosa L Parks Avenue

Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Debra Stamey

From: Joey Barnard
Sent: Tuesday, September 22, 2015 8:03 AM
To: Debra Stamey
Cc: Casey Cummings
Subject: FW: Morristown PD: FY16 Grant Application Packet
Attachments: Buy America 5K public interest waiver FR notice-1.pdf; FY 2016 Supplemental Contract Forms.pdf; Impaired Driving, Alcohol Enforcement Memo-1.pdf; Morristown PD, 154AL-16-50, Attachment 1.pdf; Morristown PD, 154AL-16-50, Contract.pdf; Tennessee Open Roads Policy Local Agreement.pdf

Grant agreement for the next agenda.

Joey Barnard, CGFM, CFE, MBA
Finance/Purchasing Manager
City of Morristown
100 West First North Street
Morristown, TN 37814
423.585.4614
jbarnard@mymorristown.com

From: Michelle Jones
Sent: Friday, September 18, 2015 2:00 PM
To: Joey Barnard <jbarnard@mymorristown.com>
Subject: FW: Morristown PD: FY16 Grant Application Packet

Joey,

Please see the attached grant contract we were just awarded from the Governor's Highway Safety Office (along with several other attachments!). If possible we need to get this to council for signature the first meeting in October as they will not allow us to conduct grant activity until it is signed by us and them.

Thank you,

Michelle

From: Sharmila Patel [<mailto:Sharmila.Patel@tn.gov>]
Sent: Wednesday, September 16, 2015 3:53 PM
To: Michelle Jones
Subject: Morristown PD: FY16 Grant Application Packet

Good afternoon, Major Jones!

It is my pleasure to serve as your Program Manager for FY16. While the official start date of your grant is October 1, please remember this does not take effect until the contract has been signed by the Commissioner of TDOT and a copy has been sent back to you. No activity and/or incurring of costs can occur until October 1 at the earliest.

Attached you will find all of the necessary documents for your FY16 contract. Keep in mind to do all steps included in the instructions below. Failure to do so will result in a delay in processing your contract. Please do the following:

1. **Contract**
 - a. Print the contract.
 - b. Sign your name and date (must be an individual on the Signature Authority form).
 - c. Print your name and title of Grantee Signatory (ex. Joe Z. Smith, Mayor).
2. **Contract Attachment 1**
 - a. Print only (no signature necessary).
3. **FY 2016 Supplemental Contract Forms**
 - a. **Signature Authority Consent form**
 - i. Print form.
 - ii. First 3 lines must be completed (Name of Person Granting, Title of Person Granting, and Name of Organization).
 - iii. Use as many of the middle section as needed (Names and Signatures). Use an additional form if necessary.
 - iv. Bottom 2 lines must be completed (Signature of Person Granting Authority and Date).
 - b. **Substitute W-9 form**
 - i. If your banking information has changed, print and complete all lines.
 - c. **ACH (Automated Clearing House) form**
 - i. If your banking information has changed, print and complete all lines.
 - d. **FY16 Certifications**
 - i. All agencies should print and sign the Buy America and Hatch Act certification
 - ii. Law Enforcement agencies should print and sign the MOU and IACP rules certification
 - e. **Tennessee Department of Transportation Drug-Free Work Place Policy – ONLY ONE SIGNED FORM PER AGENCY IS REQUIRED. A copy of the signed form should then be provided to each of your staff.**
 - i. Print and attach with contract.
 - f. **Acknowledgement Drug-Free Work Place Policy**
 - i. Print and complete all lines.
4. **Tennessee Open Roads Policy Local Agreement**
 - a. All law enforcement agencies should print and sign. Disregard if your agency has already submitted the MOU to the GHSO Office.
5. **Impaired Driving, Alcohol Enforcement Memo (ONLY FOR IMPAIRED DRIVING/ALCOHOL ENFORCEMENT GRANTS.)**
 - a. Print and review
6. **Buy America Act - Public Interest Waiver**
 - a. Print and review

Once all the forms have been completed, mail the entire packet with original signatures to my attention:

ATTN: _____
Governor's Highway Safety Office

505 Deaderick Street
Suite 1800
Nashville, TN 37243

Once we receive the signed forms from you, we will immediately begin the process to secure internal signatures. You will receive a fully executed copy of your contract from me as quickly as it is completed. This may take a few weeks, so please be patient.

Lastly, please remember the upcoming annual Grant Orientation Workshops for each of the four main regions of the state. More information about the workshop dates and locations will be provided at a later time.

Sincerely,

Sharmila



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

GOVERNOR'S HIGHWAY SAFETY OFFICE

SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2589

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

GHSO Grantees,

It is important both to our office and our parent agency, the National Highway Traffic Safety Administration (NHTSA) that enforcement being performed with alcohol or impaired driving funds are monitored. Typically, any TN law enforcement agency receiving section 154 (alcohol funds) or 405d (impaired driving funds) must justify hours outside those hours that are considered peak times. Further, we are also aware that some establishments serving alcohol are permitted to serve alcohol until 3:00 a.m. which can pose a difficulty to law enforcement agencies patrolling around closing time.

We want to streamline this process in order to keep our partnerships strong, remain in alignment with the intent of the policy, and stay within the boundaries of our funding bill, MAP-21.

Below is what should be followed by all law enforcement agencies receiving any **alcohol or impaired driving funds**:

1. NHTSA still prefers peak hours from 8:00 p.m. – 3:00 a.m.; "Happy Hour Checkpoints" are encouraged.
2. The GHSO will allow saturations to begin at 2:00 p.m. and continue to 4:00 a.m. without justification of data from the agency.
3. Any GHSO-funded enforcement **outside** the hours of 2:00 p.m. – 4:00 a.m. must be justified with data/supporting information. To do so, agencies must perform the following steps:
 - a) Use TITAN to pull a year-by-year comparison of the past three years of local DUI crashes, arrests, and their times. This data can also be requested from the TN Department of Safety;
 - b) Provide this to the GHSO Program Manager in advance of the enforcement; and
 - c) Once the data has been reviewed and approved, it will remain in effect for the remainder of the grant year.
4. Impaired driving funding is **not** allowed for speed, school zone, and/or seatbelt enforcement. We understand that citations will be given for those types of offenses, but those should be secondary in nature. Further, saturation and check points for impaired driving enforcement are based on data for time of day and location.

Sincerely,

Kendell Poole
Director
Governor's Highway Safety Office

Effective Date: October 1, 2013

[Return to Agenda](#)

GRANT BUDGET

Agency Name: Morristown Police Department

Project Title: Traffic Safety and Impaired Driving Prevention Program

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2015 END: 09/30/2016

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
|---|---|-------------------|--------------------------|------------------|
| 1 & 2 | Salaries, Benefits & Taxes | \$15,000.00 | \$0.00 | \$15,000.00 |
| 4, 15 | Professional Fee, Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5, 6, 7, 8, 9 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel, Conferences & Meetings | \$0.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$15,000.00 | \$0.00 | \$15,000.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
Governor's Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2015-2016 grant awarded by the Governor's Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name (Printed)

Signature

Name (Printed)

Signature

Name (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Governor's Highway Safety Office.

Signature of Person Granting Authority

Date

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SUBSTITUTE W-9 FORM
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Please complete general information:

Taxpayer Name _____ Phone Number _____

Business Name (if applicable) _____

Address _____

City _____ State _____ ZIP Code _____

2. Circle the most appropriate category below: (please circle only one)

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4)
 - a. Revocable savings trust (grantor is also trustee)
 - b. So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust
- 8) **Corporation**
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership
- 11) A broker or registered nominee
- 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)

3. Fill in your taxpayer identification number below: (please complete only one)

- 1) If you circled number 1-5 above, fill in your Social Security Number.

- 2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

4. Sign and date the form:

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number.
If I circled category 13 above, I also certify that my agency or organization is: tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature _____ Date _____

Title (if applicable) _____



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? _____ (Yes or No). If yes, please specify the account that should be changed: ABA No. _____ Account No. _____
Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____
(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone no.: _____

FOR STATE USE ONLY:

Contact Agency: _____
Contact Person: _____
Telephone No.: _____

FY16 Certifications

Agency Name: _____

We certify that _____ (agency name),
agrees to comply with the following:

BUY AMERICA ACT

The grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Authorized Signature

Date

FY16 Certifications
(For Law Enforcement agencies only)

Agency Name: _____

We certify that _____ (agency name),
agrees to comply with the following:

TENNESSEE OPEN ROADS - MOU

Tennessee experiences an abundance of secondary crashes that result from the queues that build up behind a primary crash. TDOT's Office of Incident Management has been working to forge a relationship with local law enforcement agencies to assist in the quick clearance of crashes, particularly on interstates and state highways. A Memorandum of Understanding (MOU) was developed to help this effort.

We are asking your department, as a Governor's Highway Safety Office grant recipient, to complete the attached MOU. This document is vital in keeping our roads safe and ensuring that no additional lives are lost after a primary crash takes place.

As you review the MOU, please consider who from your city or county would be the responsible party to sign. The agreement requires additional resources outside of enforcement, so it may be that your Mayor or City/County Manager is the individual who should review the memorandum. TDOT will not approve contracts without a signed MOU.

IACP RULES FOR HIGH SPEED CHASES

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

Authorized Signature

Date

TENNESSEE DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE POLICY

Illegal and excessive use of drugs has become an epidemic in our state. Any abuse and use of drugs at the workplace are subjects of immediate concern in our society. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Drug use may also seriously impair an employee's ability to perform his or her job; therefore, it is the policy of the Tennessee Department of Transportation that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employee violating this policy will be subject to discipline up to and including termination. The specifics of this policy are as follows:

1. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in or at the workplace. Such manufacture, distribution, possession or use while on the job or state property will subject the violator to discipline up to and including termination.
2. The term "controlled substance" means any drug listed in 21 U.S.C. 812 and other federal regulations. Generally, these are drugs, which have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack". They also include "legal drugs" which are not prescribed by a licensed physician to an alleged violator.
3. Each employee is required by law to inform this agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute where such violation occurred at the workplace. A conviction means a finding of guilt (including the plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. The Department of Transportation must then notify the U.S. government agency with which the grant was made within the (10) days after receiving notice from the employee or otherwise receiving actual notice of such a conviction.
5. If an Employee is convicted of violating any criminal drug statute while at the workplace, he/she will be subject to discipline up to and including termination. Alternatively, the Department may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of employment or continued employment on any federal government grant, the law requires all employees to abide by this policy.

ACKNOWLEDGEMENT
DRUG-FREE WORKPLACE POLICY

_____, an employee of the
_____, employed through a federal
government grant, hereby certify that I have received a copy of the Department of Transportation
policy regarding the maintenance of a drug-free workplace. I realize that the unlawful
manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited
in the workplace or on state property and violation of this policy can subject me to discipline up
to and including termination. I realize that as a condition of employment on such federal
contract, I must abide by the terms of this policy and will notify the employer of any criminal
drug conviction for a violation occurring in the workplace no later than five (5) days after such
conviction. I further realize that the federal law mandates that the employer communicate this
conviction to the federal agency, and I hereby waive any and all claims that may arise for
conveying this information to the federal agency.

Employee Signature

Date

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Final Federal Agency Actions on the Interstate 64 Peninsula Study in Virginia

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Notice of limitation on claims for judicial review of actions by FHWA.

SUMMARY: This notice announces actions taken by the FHWA that are final within the meaning of 23 U.S.C. 139(j)(1). The actions relate to the second section of the Interstate 64 Peninsula Study from approximately Exit 247 in the east to approximately Exit 242 in the west in the City of Newport News and York County, Virginia. Those actions grant licenses, permits, and approvals for the project.

DATES: By this notice, the FHWA is advising the public of final agency actions subject to 23 U.S.C. 139(j)(1). A claim seeking judicial review of the Federal agency actions on the project will be barred unless the claim is filed on or before November 27, 2015. Notwithstanding any other provision of law, a claim arising under Federal law seeking judicial review of a permit, license, or approval issued by a Federal agency for a highway or public transportation capital project shall be barred unless it is filed within 150 days after publication of a notice in the *Federal Register* announcing that the permit, license, or approval is final pursuant to the law under which the agency action is taken, unless a shorter time is specified in the Federal law pursuant to which judicial review is allowed.

FOR FURTHER INFORMATION CONTACT: Mr. Mack Frost, Planning and Environmental Specialist, Federal Highway Administration, 400 North 8th Street, Richmond, Virginia 23219; telephone: (804) 775-3352; email: Mack.frost@dot.gov. The FHWA Virginia Division Office's normal business hours are 7:00 a.m. to 5:00 p.m. (Eastern Time). For the Virginia Department of Transportation: Mr. Scott Smizik, 1401 East Broad Street, Richmond, Virginia 23219; email: Scott.Smizik@vdot.virginia.gov; telephone: (804) 371-4082.

SUPPLEMENTARY INFORMATION: Notice is hereby given that FHWA has taken final agency actions subject to 23 U.S.C. 139(j)(1) by issuing licenses, permits, and approvals for the following project in the State of Virginia: The second section of the Interstate 64 Peninsula Study from approximately Exit 247 in

the east to approximately Exit 242 in the west. The project would involve constructing one additional lane in each direction in the median. The actions taken by FHWA, and the laws under which such actions were taken, are described in the Final Environmental Impact Statement (FEIS), the Request for the Record of Decision (ROD), and the ROD. The FEIS was signed on November 26, 2013. The ROD was issued on June 8, 2015. The FEIS, Request for the ROD, and ROD can be viewed on the project's internet site at http://www.virginiadot.org/projects/hamptonroads/i-64_peninsula_study.asp. These documents and other project records are also available by contacting FHWA or the Virginia Department of Transportation at the phone numbers and addresses provided above.

This notice applies to all Federal agency decisions as of the issuance date of this notice and all laws under which such actions were taken, including but not limited to:

1. General: National Environmental Policy Act (NEPA) [42 U.S.C. 4321-4351]; Federal-Aid Highway Act (FAHA) [23 U.S.C. 109 and 23 U.S.C. 128].
2. Air: Clean Air Act [42 U.S.C. 7401-7671(q)].
3. Land: Section 4(f) of the Department of Transportation Act of 1966 [23 U.S.C. 138 and 49 U.S.C. 303].
4. Wildlife: Endangered Species Act [16 U.S.C. 1531-1544 and Section 1536].
5. Historic and Cultural Resources: Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470(f) *et seq.*].
6. Social and Economic: Farmland Protection Policy Act [7 U.S.C. 4201-4209].

(Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.)

Authority: 23 U.S.C 139(j)(1).

Issued On: June 24, 2015.

John Simkins,
Planning and Environment Team Leader.
[FR Doc. 2015-16024 Filed 6-29-15; 8:45 am]

BILLING CODE 4910-RY-P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA-2015-0065]

Notice of Buy America Waiver

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Notice of Buy America waiver; request for comment.

SUMMARY: This notice provides NHTSA's finding that a public interest waiver of the Buy America requirements is appropriate for any manufactured product whose purchase price is \$5,000 or less, excluding a motor vehicle, when such product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code; and requests public comment.

DATES: The effective date of this waiver is July 30, 2015. Written comments regarding this notice may be submitted to NHTSA and must be received on or before July 30, 2015.

ADDRESSES: Written comments may be submitted using any one of the following methods:

- **Mail:** Docket Management Facility, M-30, U.S. Department of Transportation, West Building, Ground Floor, Rm. W12-140, 1200 New Jersey Avenue SE., Washington, DC 20590.
- **Fax:** Written comments may be faxed to (202) 493-2251.
- **Internet:** To submit comments electronically, go to the Federal regulations Web site at <http://www.regulations.gov>. Follow the online instructions for submitting comments.
- **Hand Delivery:** West Building, Ground Floor, Room W12-140, 1200 New Jersey Avenue SE., between 9 a.m. and 5 p.m. Eastern Time, Monday through Friday, except Federal holidays.

Instructions: All comments submitted concerning this notice must include the agency name and docket number. Please note that all comments received will be posted without change to <http://www.regulations.gov>, including any personal information provided. You may also call the Docket at 202-366-9324.

FOR FURTHER INFORMATION CONTACT: Andrew DiMarsico, Office of Chief Counsel, NHTSA (phone: 202-366-1834). You may send mail to Mr. DiMarsico at the National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE., Washington, DC 20590.

SUPPLEMENTARY INFORMATION:

Background

The statutory requirement ("Buy America") states that the Secretary "shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or [title 23 of the United States Code] and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States." 23 U.S.C. 313(a). The Secretary of Transportation has delegated the authority to administer Buy America for NHTSA programs to the Administrator of NHTSA. 49 CFR 1.95; 49 CFR 501. Buy America provides that NHTSA may waive those requirements if "(1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent." 23 U.S.C. 313(b).

Buy America establishes a preference for domestically produced goods for use in Federally sponsored projects. The first Buy America legislation conditioning the expenditure of Federal funds by NHTSA grant recipients was enacted in 1978 as part of the Surface Transportation Assistance Act of 1978. Pub. L. 95-599, 92 Stat. 2689. The focus of that Buy America provision was on large procurements, such as bridge replacement projects, and not on smaller, routine purchases.¹ The House of Representatives considered excluding up to \$5 million in project costs from the requirements of Buy America, but ultimately did not pursue a threshold.² The Senate bill sought to limit Buy America requirements to projects whose costs exceeded \$1 million to avoid imposing excessive requirements on small, routine projects. See H.R. Conf. Rep. 95-1797 (1978), 1978 U.S.C.C.A.N. 6693, 6754. Ultimately, the Senate's proposed threshold was reduced in conference to \$500,000, and the provision became law, establishing a preference for "articles, materials, supplies mined, produced or manufactured" in the United States and costing more than \$500,000.

In 1983, Congress repealed that Buy America provision and substituted section 165 of the Surface Transportation Assistance Act of 1982.

Pub. L. 97-424, 96 Stat. 2067.³ The 1982 enactment specified that the Buy America prohibition applied to "steel, cement and manufactured products" and eliminated the \$500,000 threshold.⁴ Although the threshold was eliminated, Congress acknowledged circumstances where the prohibition would be difficult to apply and introduced exceptions under a waiver process that remains in place today. Pub. L. 97-424, 96 Stat. 2067. One of these exceptions is the public interest waiver. *Id.*

Agencies are permitted to waive the Buy America requirement when they determine that "it is inconsistent with the public interest." 23 U.S.C. 313(b)(1). In consideration of this authority and consistent with the purposes of NHTSA's grant programs to reduce accidents and resulting fatalities and injuries, the agency has determined that it is appropriate to issue a public interest waiver for small, routine purchases by States under the highway safety grant programs. In making this decision and arriving at a reasonable threshold for waiver, NHTSA remains mindful of the overarching purposes of Buy America, while evaluating all relevant facts, including administrative burden, delay and impact on the congressionally authorized State grant programs.

NHTSA Highway Safety Grant Programs

NHTSA's mission is to reduce deaths, injuries and economic losses resulting from motor vehicle crashes. This is accomplished by setting and enforcing safety performance standards for motor vehicles and motor vehicle equipment, and through grants to States to enable them to conduct effective State and local highway safety programs. NHTSA's State highway safety programs are codified in Chapter 4 of Title 23, United States Code. Chief among these programs is section 402, which provides formula grants to States to administer a comprehensive highway safety program designed to reduce traffic accidents and resulting deaths, injuries and property damage. 23 U.S.C. 402. Section 402 authorizes State programs related to speeding, occupant protection, impaired driving, accident prevention, school bus safety, unsafe driving behavior (aggressive, fatigued and distracted driving), traffic safety law enforcement,

driver education, pedestrian and bicycle safety, and traffic administration (record systems, accident investigation and emergency services). In addition to the core section 402 grants, NHTSA also administers other grants to the States, which Congress from time to time authorizes to address specific highway safety needs. Most recently, under the "Moving Ahead for Progress in the 21st Century Act" (Pub. L. 112-141), Congress authorized the "National Priority Safety Programs," providing additional grants to States in the areas of occupant protection, State traffic safety information system improvements, distracted driving, motorcyclist safety, and State graduated driver licensing laws. See 23 U.S.C. 405.

In general, States may expend Federal section 402 or 405 funds for any item or service that is necessary and reasonable for proper and efficient performance and administration of their highway safety programs and activities, subject to the statutory requirements and implementing regulations. See 23 CFR 1200 *et seq.* Because of the broad reach of these Federally sponsored highway safety programs, States may expend grant funds on thousands of different items and activities. In the area of equipment, allowable purchases range from low cost items such as office supplies (DVDs, printers and ink cartridges), computers, cameras, child restraints, motorcycle helmets, and radar speed detection devices to higher cost items such as police cruisers. In recent years, NHTSA has seen an increase in waiver requests for purchases of these smaller commercial items, based on non-availability in the United States or availability only at a high price differential. Many of these items cost \$5,000 or less. See, e.g., 80 FR 9851 (Feb. 24, 2015) (printers); 79 FR 74811 (Dec. 16, 2014) (child restraints); 79 FR 74812 (Dec. 16, 2014) (training motorcycles); and 79 FR 55529 (Sept. 16, 2014) (DVDs and motorcycle safety vests).

Non-Availability and High Cost Differential Waivers Under Buy America

State grantees incur significant burdens when required to submit waivers for small, routine purchases of items that are increasingly not manufactured in the United States. As part of a waiver request, a State must demonstrate through a market analysis that the item for which it seeks a waiver is not available in the United States or will cost 25 percent more than a comparable non-domestic item. For each waiver request, the agency must, in the exercise of due diligence, perform

¹ H.R. Rep. No. 95-1485, 1978 U.S.C.C.A.N. 6575, 6644 (August 11, 1978).

² *Id.*

³ Section 165 was originally included as a note to section 23 U.S.C. 101 and codified in 2005 to current its section, 23 U.S.C. 131. See Pub. L. 109-509, 119 Stat. 1464.

⁴ Congress amended section 165 of the STAA of 1982 by removing "cement" in 1984, Pub. L. 98-229, 98 Stat. 55, and by adding "Iron" in 1991, Pub. L. 102-240, 105 Stat. 1914.

an additional independent review and market analysis to confirm that the item meets either the non-availability exemption or the high cost differential exemption of Buy America. *See* 23 U.S.C. 313(b)(2), (b)(3). This process substantially delays State grantees in obtaining the items needed to administer and implement important highway safety programs. It also consumes limited agency resources to administer the highway safety grants. Moreover, the staff time needed by a State to prepare individual waivers for many small purchases comes at the expense of time devoted to implementing these life-saving programs. This is especially concerning in an era of tight State budgets, where State highway safety offices administering these grants face increasingly serious staffing constraints.

It is important to consider these constraints and burdens in the historical context of Buy America. During the many years Buy America has been in place, a significant statutory focus has been on purchases of materials used in construction and large-scale fabrication. Its application to the grants of transportation agencies such as the Federal Highway Administration (for road and bridge building materials) and the Federal Transit Administration (for acquisition of rolling stock and manufactured end products) is plain, because those materials are of central importance to those grants. However, by statute, NHTSA grant funds may not be used for construction. 23 U.S.C. 402(g)(1)(A). As a result, while steel and iron purchases are not implicated in NHTSA's grant programs, Buy America's reach to include the small amount of manufactured products used in NHTSA's programs does not have any effect on the manufacturer of those items. Under NHTSA's State grant programs, purchases of small manufactured products that are largely ancillary rather than central to the purposes of the highway safety grants (e.g., laptops, printers, ink cartridges, DVDs, and other office products) are captured by the restriction. Whereas the core expenses under NHTSA's State grant programs are for reimbursing performance (estimated at more than 90 percent), such as police enforcement of State traffic safety laws, safety education, and the like, Buy America has the effect of restricting or delaying the States' ability to acquire ancillary support items necessary to successfully deploy these important highway safety programs. The result is that critical safety program delivery to the States,

and from the States to their localities, suffers.

Public Interest Waiver

Based upon the foregoing discussion, NHTSA believes that a public interest waiver is appropriate to address these delays and burdens and thereby promote the success of State highway safety programs. NHTSA concludes that it is in the public interest to waive the Buy America requirements for a manufactured product whose purchase price is \$5,000 or less, with one exception—the purchase of a motor vehicle, as defined in 49 U.S.C. 30102.⁵ We do not believe that the purchase of motor vehicles can be reasonably viewed as ancillary in the context of these highway safety programs, and therefore decline to extend this public interest waiver to such purchases. The agency has selected this per-item threshold based on our determination that it is the level necessary to alleviate the burdens associated with purchases of low-priced commercially available items that are required for the successful implementation of the highway safety projects required under NHTSA grants. In selecting this conservative threshold, we sought to balance the goals of Buy America with the life-saving goals of the State highway safety grant programs.

A threshold of \$5,000 for this waiver is in step with government-wide requirements and procedures applicable to grantee purchases of equipment, where the Federal interest starts at the \$5,000 level. Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, equipment is defined as an item having a per unit cost of \$5,000 or more. 2 CFR 200.33. At levels of \$5,000 and above, grantees are required to obtain prior approval and account for equipment purchases. *See* 2 CFR 200.313; 2 CFR 200.439. In contrast, at levels below \$5,000, Federal procedures governing purchase, administration, and disposition of items needed for performance of the grant do not apply. This treatment has also been codified in the NHTSA regulation implementing these programs, the Uniform Procedures for State Highway Safety Grant Programs. *See* 23 CFR 1200.31.

⁵ Under that statutory provision, motor vehicle means "a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line." We recognize that the cost of most motor vehicles would fall above the threshold in today's notice. However, this exception from the waiver is included because the cost of some motor vehicles (for example, certain motorcycles), may fall below the threshold.

Moreover, NHTSA's chosen threshold is very conservative when compared to small purchase waivers or exclusions under Buy America within the jurisdiction of other operating modes of the U.S. Department of Transportation. For example, the Federal Transit Administration issued a general public interest waiver for small purchases, as defined in DOT's grants management common rule at 49 CFR 18.36(d).⁶ 60 FR 37930 et. seq. (July 24, 1995); 49 CFR 661.7, Appendix A(c). Also, Congress codified the public interest need for a small purchase waiver in the Buy America requirement applicable to the Federal Railroad Administration, setting the threshold at \$100,000. 49 U.S.C. 24405(a)(11).

In light of the above discussion, and pursuant to 23 U.S.C. 313(b)(1), NHTSA finds that it is appropriate to waive Buy America requirements for a manufactured product, excluding a motor vehicle, whose cost per unit is \$5,000 or less. Therefore, in accordance with the provisions of Section 117 of the SAFETEA-LU Technical Corrections Act of 2008 (Pub. L. 110–244, 122 Stat. 1572), NHTSA is providing this notice of its finding that a waiver of the Buy America requirements is appropriate. Written comments on this finding may be submitted through any of the methods discussed above. This waiver is consistent with the general government initiatives that promote streamlined government contracting by Federal agencies and use of Federal funds by grantees to reduce administrative burdens and increase efficiency to accomplish agency missions. *See* E.O. 12931, 59 FR 52387 (October 13, 1994). It does not eliminate NHTSA's oversight of the State grantees' use of Federal grant funds. NHTSA's Regional Administrators will continue to ensure that Federal grantee purchases are necessary and reasonable for the purposes of the specific highway safety grant program. After the effective date, grantees must still request a waiver of Buy America requirements for purchases that exceed the threshold published in today's notice. The agency will monitor State purchases under the highway safety grant programs and under this waiver to ensure that the important policy goals and the spirit of Buy America are maintained.

Authority: 23 U.S.C. 313; Pub. L. 110–161.

⁶ The DOT Grants Management common rule, 49 CFR part 18, was repealed and replaced by 2 CFR part 2. *See* 78 FR 78590 (December 26, 2013).

Issued in Washington, DC, on June 25, 2015 under authority delegated in 49 CFR part 1.95

Paul A. Hemmersbaugh,
Acting Chief Counsel.

[FR Doc. 2015-16099 Filed 6-29-15; 8:45 am]

BILLING CODE 4910-59-P

DEPARTMENT OF THE TREASURY

Internal Revenue Service

Proposed Collection; Comment Request for Regulation Project

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Notice and request for comments.

SUMMARY: The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

Currently, the IRS is soliciting comments concerning information reporting for qualified tuition and related expenses, magnetic media filing requirements for information returns, information reporting for payments of interest on qualified education loans, and magnetic media filing requirements for information.

DATES: Written comments should be received on or before August 31, 2015 to be assured of consideration.

ADDRESSES: Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of regulations should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the internet, at Lanita.VanDyke@irs.gov.

SUPPLEMENTARY INFORMATION:

Title: REG-161424-01 (Final), Information Reporting for Qualified Tuition and Related Expenses; Magnetic Media Filing Requirements for Information Returns, and REG-105316-98 (Final), Information Reporting for Payments of Interest on Qualified Education Loans; Magnetic Media Filing Requirements for Information.

OMB Number: 1545-1678.

Regulation Project Numbers: REG-105316-98 and REG-161424-01.

Abstract: These regulations relate to the information reporting requirements in section 6050S of the Internal Revenue Code for payments of qualified tuition and related expenses and interest on qualified education loans. These regulations provide guidance to eligible education institutions, insurers, and payees required to file information returns and to furnish information statements under section 6050S.

Current Actions: There is no change to this existing regulation.

Type of review: Extension of OMB approval.

Affected Public: Business or other for-profit organizations, and not-for-profit institutions.

The burden is reflected in the burdens for Form 1098-T and Form 1098-E.

Estimated total annual reporting burden for Form 1098-T: 4,848,090 hours.

Estimated average annual burden hours per response for Form 1098-T: 13 minutes.

Estimated number of responses for Form 1098-T: 21,078,651.

Estimated total annual reporting burden for Form 1098-E: 1,051,357 hours.

Estimated average annual burden hours per response for Form 1098-E: 7 minutes. Estimated number of responses for Form 1098-E: 8,761,303.

The following paragraph applies to all of the collections of information covered by this notice:

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection of information displays a valid OMB control number. Books or records relating to a collection of information must be retained as long as their contents may become material in the administration of any internal revenue law. Generally, tax returns and tax return information are confidential, as required by 26 U.S.C. 6103.

Request For Comments: Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval. All comments will become a matter of public record. Comments are invited on: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection

techniques or other forms of information technology; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information.

Approved: June 22, 2015.

Christie Preston,
IRS Reports Clearance Officer.

[FR Doc. 2015-16060 Filed 6-29-15; 8:45 am]

BILLING CODE 4830-01-P

DEPARTMENT OF THE TREASURY

Internal Revenue Service

Proposed Collection; Comment Request for Regulation Project

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Notice and request for comments.

SUMMARY: The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

DATES: Written comments should be received on or before August 31, 2015 to be assured of consideration.

ADDRESSES: Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of the regulation should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the Internet at Lanita.VanDyke@irs.gov.

SUPPLEMENTARY INFORMATION:

Title: Assumptions of Partner Liabilities.

OMB Number: 1545-1843.

Regulation Project Number: TD 9207 (Final & Temp), REG-106736-00 (NPRM).

Abstract: In order to be entitled to a deduction with respect to the economic performance of a contingent liability that was contributed by a partner and assumed by a partnership, the partner, or former partner of the partnership, must receive notification of economic performance of the contingent liability from the partnership or other partner assuming the liability.

Current Actions: There is no change to this existing regulation.

State of Tennessee

“OPEN ROADS POLICY”

Quick Clearance for Safety and Mobility

Between the Tennessee Department of Transportation,

Tennessee Department of Safety and Homeland Security, and

Tennessee Counties and Cities

This Memorandum of Understanding (MOU) by and between the Tennessee Department of Transportation (TDOT), the Tennessee Department of Safety and Homeland Security (TDOSHS), County/City Law Enforcement and Fire and Rescue Agencies (City/County Agencies), establishes a policy for the Tennessee Highway Patrol (THP), TDOT, City/County Agencies to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System (roadways) to restore, in an URGENT MANNER the safe and orderly flow of traffic following a motor vehicle crash or incident on Tennessee’s roadways. This MOU is intend to complement the existing Memorandum of Understanding between TDOT and TDOSHS entered into on February 16, 2012, and does not supersede or circumvent any of the components of that document between the two State departments.

Whereas: Public safety is the highest priority and must be maintained especially when injuries or hazardous materials are involved. The quality of life in the State of Tennessee is heavily dependent upon the free movement of people, vehicles, and commerce. THP, TDOT, and City/County Agencies share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible. THP, TDOT, and City/County Agencies have the responsibility to do whatever is reasonable to reduce the risk to responders, secondary crashes, and delays associated with incidents, crashes, roadway maintenance, construction, and enforcement activities.

The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary.

Be it resolved: Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. It is understood that damage to vehicles or cargo may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the highest priority is restoring traffic to normal conditions. Incident caused congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

Tennessee Highway Patrol Responsibilities

Members of the THP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the collision. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. The THP will only close those lanes absolutely necessary to conduct the investigation safely. THP will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal as soon as possible.

Whenever practical, crashes on access controlled roadways will be removed to off ramps, accident investigation sites or other safe areas for completion of investigations to reduce the delays associated with motorists slowing to “gawk”. Tow trucks will be requested as soon as it is evident that they will be needed to clear the roadway. THP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity and design meeting the standards for the State of Tennessee.

The THP will not unnecessarily cause the delay in reopening all or part of a roadway to allow a company to dispatch their own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. The THP and TDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner.

Tennessee Department of Transportation Responsibilities

When requested by the THP or City/County Agencies, TDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each TDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during normal working hours and **60 minutes** after hours and on weekends.

TDOT, in cooperation with the THP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if clearance of the travel lanes are being delayed or is determined that the task is beyond the capabilities of the wrecker service on scene. If cargo or non-hazardous spilled loads are involved, TDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by TDOT will be moved as short a distance as possible to eliminate the traffic hazard.

TDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. TDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain adjacent to the travel lanes on the shoulder for removal at a later time.

The THP and TDOT will continually work together to ensure that the needs of motorists on our roadways are being met in the most professional, safe, and efficient manner.

Local Law Enforcement, Fire and Rescue Department Responsibilities

Members of City/County Agencies who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When investigating an incident, the investigation will be conducted in as expedient a manner as possible considering the severity of the collision (serious injuries, fatality, or hazardous materials). City/County Agencies will close only those lanes absolutely necessary to safely conduct the fire/rescue operations. City/County Agencies will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal conditions as soon as possible. As soon as TDOT has set up appropriate traffic control for the safety of the responders and travelers, City/County Agencies will move any fire/rescue apparatus or vehicles initially used to shield responders to appropriate areas.

Therefore, it is agreed as follows:

The THP, TDOT, and City/County Agencies, will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this **“OPEN ROADS POLICY”** MOU.

The THP, TDOT, and City/County Agencies, will research, evaluate and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or incident scenes. THP and City/County Agencies will prioritize the investigative tasks and reopen travel lanes upon completion of tasks that must be conducted, without the impediment of traffic flowing.

Roadways will be cleared as soon as possible. It is the goal of THP, TDOT, and City/County Agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer.** This goal is being made with the understanding that a more complex scenario may require additional time for complete clearance. Incidents that extend beyond the 90 minute goal will be assessed every 30 minutes to determine an expected clearance time and reported to the appropriate communications center.

City/County Agencies will determine the well-being of motorists in the event of a lengthy traffic queue and /or roadway closure and provide assistance to motorists within the stopped traffic queue whenever possible.

City/County Agencies will establish a local Highway Incident Management Committee that will include Local Law Enforcement, Fire and Rescue Departments and all other City/County agencies that respond to roadway incidents for the purpose of optimizing communication, coordination and collaboration at roadway incident scenes. The Committee will meet at least bi-monthly

It is further agreed that:

The THP, TDOT, and City/County Agencies, will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse and become party to this **“OPEN ROADS POLICY”** for the State of Tennessee.

MOU Execution: *Use of Counterpart Signature Pages*

This MOU, and any amendments hereto may be simultaneously executed in multiple counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding any other provision herein to the contrary, this MOU shall constitute an agreement amongst the parties that have executed a counterpart and parties listed but not executing shall not be deemed to be parties to the MOU.

In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized Chief Executive.

**TENNESSEE DEPARTMENT OF
TRANSPORTATION**

By: _____

Commissioner

Date: _____

10/12/2012

**TENNESSEE DEPARTMENT OF SAFETY
AND HOMELAND SECURITY**

By: _____

Commissioner

Date: _____

9/19/12

Tennessee's
"OPEN ROADS POLICY"
Quick Clearance for Safety and Mobility

City/County Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

ADDITIONAL SIGNATORIES

| | | |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

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| Name | Title | Date |
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| Name | Title | Date |
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| Name | Title | Date |
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GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

| | | | | | |
|---|---------------------------------------|--|---------------------------------|--------------|------------------------------------|
| Begin Date October 1, 2015 | End Date September 30, 2016 | Agency Tracking # Z16GHS247 | Edison ID 47354 | | |
| Grantee Legal Entity Name Morristown Police Department | | | Edison Vendor ID 4108 | | |
| Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor | | CFDA # 20.607 Grantee's fiscal year end 06/30/2016 | | | |
| Service Caption (one line only) Traffic Safety and Impaired Driving Prevention Program | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2016 | | \$15,000.00 | | | \$15,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | \$15,000.00 | | | \$15,000.00 |
| Grantee Selection Process Summary | | | | | |
| <input checked="" type="checkbox"/> Competitive Selection | | Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree, somewhat agree or disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability. | | | |
| <input type="checkbox"/> Non-competitive Selection | | | | | |
| 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. | | | CPO USE - GG | | |
| Speed Chart (optional) | | Account Code (optional) 71302000 | | | |

16-47354 8/10/2015
Address # 10

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
Morristown Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will adhere to the policy and guidelines located in the Governor's Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>
- A.3. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backlog of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backlog of DUI cases pending in courts.
- A.4. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.5. Quarterly reports are due in the State office no later than the 15th of the month following the quarter covered by the reporting period. The Grantee agrees:
 - a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
 - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
 - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
 - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
 - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
 - f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate

officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

- g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.

A.6. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below);
- b. the Grantee's proposal

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee 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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant

Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee 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, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation, Governor's Highway Safety Office
505 Deaderick Street, Suite 1800, Nashville, TN 37243

- 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).
 - (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, Governor's Highway Safety Office
 - (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) Grantee Remittance Address.
 - (10) Grantee 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 Grant Budget line-item (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 Grant Budget line-item 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 understands and agrees 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 subject to the Grant Budget

and 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. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the 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 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. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee 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. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. 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.10. 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.11. Non-allowable Costs. Any amounts payable to the Grantee 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.12. 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 the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee 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 the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee'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 at least thirty (30) days written notice before the effective termination date. The Grantee 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 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 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 fails to properly perform its obligations under this Grant Contract, or if the Grantee violates 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 shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- 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 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 subrecipients 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:

Kendell Poole, Director
Department of Transportation, Governor's Highway Safety Office
505 Deaderick Street, Suite 1800

Nashville, TN 37243
 Telephone # (615) 741-2589
 FAX # (615) 253-5523

The Grantee:

Michelle Jones, Major
 Morristown Police Department
 100 West 1st North Street
 Morristown, Tennessee 37816
 mjones@mymorristown.com
 Telephone # (423) 585-2710
 FAX # (423) 585-9518

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. 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, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.
- 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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.
- Audit reports shall be made available to the public.
- D.20. 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.21. 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.22. 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.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. 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.25. 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.26. 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.27. 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.28. 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
- D.29. 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.30. 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.31. 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.32. 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.
- E.2. Debarment and Suspension. The Grantee 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 Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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.3. 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

Morristown Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

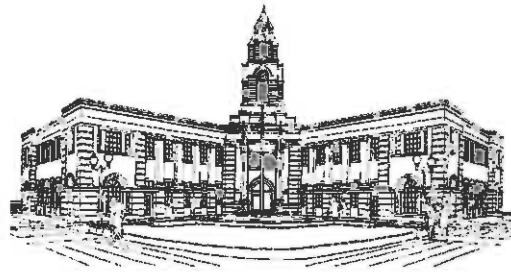
DATE

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

DATE

ATTACHMENT TWO**Federal Award Identification Worksheet**

| | |
|--|--|
| Subrecipient's name (must match registered name in DUNS) | Morristown Police Department |
| Subrecipient's DUNS number | |
| Federal Award Identification Number (FAIN) | 18X9205464TN15 |
| Federal award date | 10/01/2014 |
| CFDA number and name | 20.607, Alcohol Open Container |
| Grant contract's begin date | 10/01/2015 |
| Grant contract's end date | 09/30/2016 |
| Amount of federal funds obligated by this grant contract | \$15,000.00 |
| Total amount of federal funds obligated to the subrecipient | \$15,000.00 |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$8,582,718.00 |
| Name of federal awarding agency | Tennessee Department of Transportation, Governor's Highway Safety Office |
| Name and contact information for the federal awarding official | Kendell Poole, Director 505 Deaderick Street, Suite 1800 Nashville, TN 37243 Telephone # (615) 741-2589 FAX # (615) 253-5523 |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | 0% |



Morristown City Council Agenda Item Summary

Date: September 29, 2015

Agenda Item: Approval of RFQ – Architect\Engineering Firm for Project

Prepared by: Joey Barnard

Subject: Roadway Rehabilitation Project

Background/History: In compliance with Tennessee Department of Transportation guidelines, it is necessary to secure the services of a qualified architect/engineering firm for a roadway rehabilitation project. The roadway project that is being planned includes milling and resurfacing the section of West Andrew Johnson Highway from the Walters Drive/West Morris Boulevard intersection to North Fairmont Avenue (near the Crescent Center Shopping Center). With the approval of the firm, the city administrator or his designee will be able to negotiate with the firm for services for this project.

Findings/Current Activity: The RFQ was advertised as follows: *Citizen Tribune* on April 6, 2014; *Knoxville-News Sentinel* on April, 6, 2014; *Standard Banner* on April 3, 2014; and the *Mundo Hispano* in April 2014. We received ten (10) responses.

Financial Impact: Due to the fact that we are in the planning phase, capital outlay for the project has yet to be determined. Funding for the project will come from the Tennessee Department of Transportation and from local gas tax. The City of Morristown received the notice to proceed for the environmental phase on this project July 20, 2015. Once the notice to proceed was granted, the firms that had submitted qualifications were evaluated. Staff members rated each firm and the recommendation presented below is based on those rankings.

Action options/Recommendations: It is staffs' recommendation to select Mattern and Craig as the engineering firm on the above referenced project.

Attachments: None.

NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST

The City of Morristown, TN is issuing a Request for Qualifications (RFQ) from qualified firms to retain the services of professional engineering/planning firms regarding the W. Andrew Johnson Roadway Rehabilitation Project from the Walters Dr / W. Morris Blvd intersection to N. Fairmont Ave (near Crescent Center Shopping Center) Project in Morristown, Tennessee. The proposed work will include the installation of the following: approximately 0.55 miles of roadway milling and repaving, pavement restoration, pavement markings, handicap ramps and other ADA required improvements at the intersections where necessary, storm drainage repair and/or replacement (if necessary), utility relocation (if necessary), and updated regulatory signage. Other requirements are establishing roadway markings and signage consistent with MUTCD, staking of the proposed right of ways, coordination with property acquisition team (if necessary), providing property surveys for property acquisition (if necessary), plan distribution for the remaining project phases, construction administration, and construction observation services.

Parties interested in responding to this advertisement **MUST** be currently on the Tennessee Department of Transportation's (TDOT) list of prequalified consultants. If the selected consultant wishes to use subcontractors, then the subcontractors **MUST** be on TDOT's prequalified list as well.

A more detailed description of the scope of work and requirements can be found on the City of Morristown's website www.mymorristown.com and LAMTPO website www.lamtpo.com.

Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by City of Morristown. More information on DBE certification may be found at: www.tdot.state.tn.us/civil-rights/smallbusiness/

It is the policy of City of Morristown, TN and LAMTPO not to discriminate on the basis of race, color, national origin, age, sex, or disability in operation of its programs, services, and activities. With regard to all aspects of this proposal, the consultant/ engineering firm certifies and warrants it will comply with this policy.

NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST

March 27, 2014

The City of Morristown, TN is issuing a Request for Qualifications (RFQ) from qualified firms to retain the services of professional engineering/planning firms regarding the W. Andrew Johnson Roadway Rehabilitation Project from the Walters Dr / W. Morris Blvd intersection to N. Fairmont Ave (near Crescent Center Shopping Center) Project in Morristown, Tennessee.

A. General Scope of Work

1. The consultant will oversee all phases of the project, which will include contract administration, the various phases of the project: PE-NEPA, PE-Design, R.O.W. (if needed) (support services including conducting Tennessee Department of Transportation (TDOT) required public hearings), and Construction Phase. All services must be performed in accordance with the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.
2. The proposed work will include the installation of the following: approximately 0.55 miles of roadway milling and repaving, pavement restoration, pavement markings, handicap ramps and other ADA required improvements at the intersections where necessary, storm drainage repair and replacement (if necessary), utility relocation (if necessary), and updated regulatory signage. Other requirements are establishing roadway markings and signage consistent with MUTCD, staking of the proposed right of ways, coordination with property acquisition team (if necessary), providing property surveys for property acquisition (if necessary), plan distribution for the remaining project phases, construction administration, and construction observation services.
3. The consultant shall give status reports on a monthly basis. Information that is needed for status reports (at a minimum): the schedule of critical path activities, funding summary relative to TDOT funding levels at each phase including consultant activities, immediately advising the City of any issues that could threaten the project budget, reporting of any issues during construction regarding scope changes with written recommendations regarding work orders and change orders. The Consultant will be responsible for writing recommendations as necessary for City Council consideration such as contractor / bid award recommendations as the engineer of record, as well as drafting all change orders and work orders that are necessary to execute the project design.

B. SELECTION CRITERIA

A Consultant Evaluation Committee (CEC) shall be established, and will evaluate the qualifications of firms based at a minimum on the following factors:

1. Ability and relevant expertise of the firm's personnel to be used in performing the service.

2. Past experience in the required disciplines with TDOT and/or other clients.
3. Qualification and availability of staff.
4. Demonstrated ability to meet schedules without compromising sound engineering practice.
5. Evaluations on prior federally funded projects, if available.
6. Size of project and limited or unlimited prequalification status.
7. Amount of work under contract with the Agency.
8. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
9. Other factors, including interviews and demonstrations, as approved by the City of Morristown.

Each of these factors will be given numeric values and will be compiled for each firm under consideration by the City. A rank will be given to each proposal and or firm based on the numeric evaluation criteria. The City will negotiate with the firm(s) in rank order.

C. Method of Payment

Funding for the program is through the federal STP (80% match) and local funds (20% match).

Method of payment for consultants preferred is Cost Plus Fixed Fee (CPFF) as defined by the latest approved TDOT payment or reimbursement procedures. Cost accounting records must be maintained as required by TDOT. Consultant invoicing and payment for services will be submitted by the consultant to the City of Morristown in accordance with TDOT guidelines. Consultant will be responsible for managing project funds and advising the City and/or LAMTPO personnel concerning project funding limits for all phases of the project.

The selected firm shall submit invoices for services to the City of Morristown no more often than on a monthly basis, and at least quarterly. The consultant shall not seek payment of invoices for services for a phase (PE-NEPA, PE-Design, ROW, Construction) until the previous phase has been completely paid for and closed out, as approved by the City of Morristown and/or TDOT. It should be noted that the next phase of a project shall not start until TDOT has issued a Notice-To-Proceed for the next phase of the project.

D. Contact Information

For a more details on the scope of work or to seek more information on the project please contact, in writing, Jim Whitbeck at the City of Morristown, 100 W. 1st North Street, Morristown, TN 37814 or at jwhitbeck@mymorristown.com. No telephone calls please.

E. Deadline for Submittals

Six (6) hard-paper copies of the Summary of Qualifications shall be received prior to 5:00 p.m. Thursday, May 1, 2014, in the Engineering Office, attn. Jim Whitbeck/ Buddy Fielder, City Center Bldg. 100 W. 1st North Street, Morristown, TN 37814. The submittal shall also indicate the scope of services anticipated to be completed by any sub-consultant.

Note that submittals shall **not** include proposed billing rates, time estimates, or any other information related to cost of services. A fee will be negotiated with firms in ranked order after the selection process is complete.

F. Prequalification

Parties interested in responding to this advertisement **MUST** be currently on the Tennessee Department of Transportation's (TDOT) list of prequalified consultants. If the selected consultant wishes to use subcontractors, then the subcontractors **MUST** be on TDOT's prequalified list as well. More information on this subject and other information for consultants may be found at: www.tdot.state.tn.us/consultantinfo.htm.

G. Other

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action base upon grounds of race, color, sex, creed, or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by City of Morristown. More information on DBE certification may be found at: www.tdot.state.tn.us/civil-rights/smallbusiness/

It is the policy of City of Morristown, TN and LAMTPO not to discriminate on the basis of race, color, national origin, age, sex, or disability in operation of its programs, services, and activities. With regard to all aspects of this proposal, the consultant/ engineering firm certifies and warrants it will comply with this policy.

| voters | Fields Engineering | KIMLEY HORN | CSR Engineering | MATTEN AND CRAIG | S&ME and Vaughn & Melton | Robert G Campbell | AMT | QK4 | Thompson and Litton | Cannon & Cannon |
|---------------|--------------------|--------------|-----------------|------------------|--------------------------|-------------------|--------------|------------|---------------------|-----------------|
| rich | 27 | 71 | 54 | 64 | 39 | 44 | 36 | 65 | 27 | 48 |
| lori | 49 | 64 | 50 | 74 | 76 | 55 | 53 | 56 | 58 | 50 |
| jim | 16 | 59 | 34 | 57 | 41 | 36 | 41 | 35 | 48 | 38 |
| larry | 42 | 42 | 42 | 42 | 42 | 42 | 43 | 42 | 42 | 42 |
| buddy | 59 | 64.5 | 63 | 72 | 61 | 70 | 61.5 | 64 | 68.5 | 60.5 |
| paul | 58 | 65 | 63 | 64 | 63 | 64 | 69 | 64 | 61 | 64 |
| totals | 251 | 365.5 | 306 | 373 | 322 | 311 | 303.5 | 326 | 304.5 | 302.5 |

| | | |
|----|-------------------|-------|
| 1 | MATTEN AND CRAIG | 373 |
| 2 | kimley horn | 365.5 |
| 3 | qk4 | 326 |
| 4 | vaughn and melton | 322 |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

KG

**NOTICE TO PROCEED WITH THE
PRELIMINARY ENGINEERING PHASE
(ENVIRONMENTAL ONLY)
OF PROJECT DEVELOPMENT**

PIN: 121752.00
FEDERAL PROJECT NUMBER: STP-M-9113(23)
STATE PROJECT NUMBER: 32LPLM-F0-051
ROUTE (STREET NAME): West Andrew Johnson Hwy.
FROM: N. Fairmont Ave.
TO: W. Morris Blvd.
CITY: Morristown
COUNTY: Hamblen
REGION: 1

Effective Date: July 20, 2015

Date of Transmittal: August 15, 2015

This letter serves as your official Notice to Proceed with the above referenced phase of work for the subject project. The Local Government shall perform this phase of project development in accordance with the Local Government Guidelines provided on the Local Program Development Office website at <http://www.tdot.state.tn.us/local/>. Work may not be performed for any later phase of project development until an additional Notice to Proceed is issued. Any work performed ahead of a Notice to Proceed's Effective Date will not be reimbursed.

You may procure, in accordance with law, a consulting engineering firm to do all phases of preliminary engineering at this time. Please refer to Section 1.6 of the Local Government Guidelines for guidance on consultant selection, if needed. *Please provide a copy of the executed contract with the consultant and a copy of the notice sent to the consultant indicating the date work was authorized on the phase of the project mentioned above.* These documents should be addressed to Manager, Local Program Development Office and sent by email to Local.Programs@tn.gov. **Note: If the person in responsible charge for this phase of the project has changed since Form 3-1 (Project Initiation Form) was submitted, the Local Government shall resubmit the responsible charge page of Form 3-1 at this time to the Local Programs Development Office at the email below.**

If you have questions or concerns regarding this matter please direct them to Eli Jones at 615-741-5314 in the Local Program Development Office. You may contact us by email at: Local.Programs@tn.gov.

cc: Paul Degges
Jim Moore
Ronnie Porter
Whitney Sullivan
Kip Mayton
Matt Burcham
TDOT.Environmentaldoc@tn.gov
Steve Borden
Andrea Hall

Michael Palmer
Rich DesGroseilliers
File



TDOT
Department of
Transportation