

**WORK SESSION AGENDA
SEPTEMBER 4, 2018
4:00 p.m.**

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
SEPTEMBER 4, 2018 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

John Freitag, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. August 21, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

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. 3614

An Ordinance of the City Council of Morristown, Tennessee, Amending
Title 12 (Fire and Construction Codes), of the Morristown Municipal Code.

2. Ordinance No. 3615

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Residential Development (RP1) and High Density Residential (R3) Zoning Text.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. _____

A Resolution of the City Council of Morristown, Tennessee, Rescinding Items Placed on the September 18th Agenda and Adding Same Items to the September 4th Agenda; {Bid and Agreement for Public Works Facility, Phase II, with Merit Construction}.

2. Resolution No. _____

A Resolution Authorizing the City of Morristown to Participate in The Pool's James L. Richardson "Driver Safety" Matching Grant Program.

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. _____

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.

{Annexation of property identified as being located in the sixth civil district of Hamblen County, having Hamblen County Tax Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the general location being shown on attached exhibit A.}

{Public Hearing September 18, 2018}

2. Ordinance No. _____

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to Appropriate Additional Funds Totaling \$300,000, necessary to cover the costs of Economic Development and Future Application for Additional Grant Funds. Application for Grant Funds will be Presented to Council for Consideration.

{Public Hearing September 18, 2018}

9-c. **Awarding of Bids/Contracts**

1. Approval of Bid from Merit Construction, Inc., for Phase II of Public Works Building.

2. Approval of Agreement with Merit Construction, Inc. for Public Works Facility, Phase II.
3. Approval of Grant Agreement between the City of Morristown and the Boyd Foundation for the Dog Park Dash Grant Program in the amount of \$25,000.
4. Approval of 2018-2019 Public Library Maintenance of Effort Agreement in the amount of \$278,150.
5. Approval of Additional Funding received through the 2018 Consolidated Annual Action Plan for funding under the Community Development Block Grant (CDBG) program from \$261,530 to \$292,614.
6. Approval of Interlocal Agreement between the City of Morristown, TN and Hamblen County for the 2018 Byrne Justice Assistance Grant (JAG) Program Award.
7. Approval of Purchase for Elevator Upgrades, in the amount of \$32,932 to Kone, Inc., {our current vendor}.

9-d. Board/Commission Appointments

1. Appointment to the Municipal Airport Commission for a five (5) year term to expire on August 31, 2023; term expiring Frank McGuffin.
2. Mayor Nomination and City Council approval of appointment(s) and/or re-appointment to the Tree Board for a three (3) year term to expire on September 18, 2021; terms expiring Wanda Neal (not eligible for re-appointment) and Barbara Garrett (eligible for re-appointment).

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**

Sep. 18, 2018	(Tues) 3:45 p.m.
Sep. 18, 2018	(Tues) 4:15 p.m.
Sep. 18, 2018	(Tues) 5:00 p.m.
Oct. 2, 2018	(Tues) 4:00 p.m.
Oct. 2, 2018	(Tues) 5:00 p.m.
Oct. 16, 2018	(Tues) 4:00 p.m.
Oct. 16, 2018	(Tues) 5:00 p.m.
Nov. 6, 2018	(Tues) 4:00 p.m.
Nov. 6, 2018	(Tues) 5:00 p.m.
Nov. 20, 2018	(Tues) 3:45 p.m.
Nov. 20, 2018	(Tues) 4:15 p.m.
Nov. 20, 2018	(Tues) 5:00 p.m.
Nov. 22-23, 2018	Thurs & Friday
Dec. 4, 2018	(Tues) 4:00 p.m.
Dec. 4, 2018	(Tues) 5:00 p.m.
Dec. 18, 2018	(Tues) 4:00 p.m.
Dec. 18, 2018	(Tues) 5:00 p.m.
Dec. 25, 2018	Tuesday
Jan. 1, 2018	Tuesday

Finance Committee Meeting**Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****Finance Committee Meeting****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****City Employee's Holiday Thanksgiving****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****Work Session – Council Agenda Review****Regular City Council Meeting with Work Session****City Employee's Holiday Christmas Day****City Employee's Holiday New Years Day**

**WORK SESSION AGENDA
SEPTEMBER 4, 2018**

1. City Council Feedback

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
AUGUST 21, 2018**

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, August 21, 2018, 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.

Dr. Chris Dotson, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to correct the August 7, 2018, minutes by adding the amount that was approved for Heritage Park Phase I (\$1,518,900) and to approve those minutes as amended. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney introduced Bill Killen who presented the Preservation Award from the Society for the Preservation & Appreciation of Antique Motor Fire Apparatus in America (SPAAMFAA) for maintaining and preserving an antique fire apparatus; to Mayor Chesney, Chief Bill Honeycutt and his staff.

Councilmember Alvis made a motion to approve Ordinance No. 3614 on first reading and schedule a public hearing relative to final passage of said ordinance for September 4, 2018. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3614

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 12 (Fire and Construction Codes), of the Morristown
Municipal Code.**

Councilmember Smith made a motion to approve Ordinance No. 3615 on first reading and schedule a public hearing relative to final passage of said ordinance for September 4, 2018. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3615

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 14 (Zoning and Lane Use Control), Residential
Development (RP1) and High Density Residential (R3) Zoning Text.**

Councilmember Pedigo made a motion to approve the Grant from the Tennessee Department of Agriculture Division of Forestry Urban Tennessee Agricultural Enhancement Program in the amount of \$18,675. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Agreement from Mattern & Craig, Task Order No. 1, for Project Coordination & Preliminary Engineering Services on East Morris Boulevard Project in the amount of \$339,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Interlocal Agreement between the Hamblen County Board of Education and the Police Department of the City of Morristown for School Resource Officer program. Councilmember Smith seconded the motion; during discussion Councilmember Pedigo stated "I would like for this Council to go on record as saying they would encourage the school system to put SRO Officers in every school, every hour that the child is there"; upon roll call; all voted "aye".

Mayor Chesney stated that the next two items on the agenda concern the bids that have been received on the Public Works Building; the Council is considering a "Special Called" Work Session to further discuss. Councilmember Bivens made a motion that the bid and contract for the Public Works Building be tabled until the September 18, 2018, City Council meeting. Councilmember Smith seconded the motion and upon roll call all voted "aye".

Councilmember Pedigo made a motion to approve Change Order No. 2 for Progress Parkway extension to Summers-Taylor, Inc. in the reduced amount of (\$25,611) due to final contract quantities used; which will close out the project. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Stormwater Inspection and Maintenance Agreement (I&M) between City of Morristown and Morristown Self Storage, LLC, 219 New Line Road, Morristown, TN. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter a motion to approve the Promotion of Anthony Livesay to Training Officer, Morristown Fire Department. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Promotion of Keith Rouse to Lieutenant, Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

August 21, 2018

Councilmember Bivens made a motion to approve the Promotion of Gary Underwood to Driver, Morristown Fire Department. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

City Administrator Cox introduced DIA Architectural Firm who gave an update to council regarding the renovation of the plaza area.

Mayor Chesney adjourned the August 21, 2018, City Council meeting at 6:04 p.m.

MAYOR

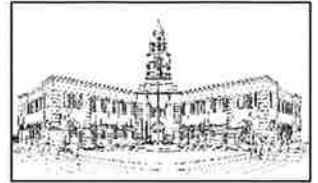
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *Sign*
DATE: August 21, 2018
SUBJECT: Text Amendment – Title 12, Chapter 4, Electrical Code

BACKGROUND:

This is a proposed amendment to Title 12, Chapter 4, Electrical Code of the Municipal Code of Ordinances to adopt the 2017 National Electrical Code (NEC) replacing the previously adopted 2008 NEC.

The State recently adopted the 2017 National Electrical Code (NEC) which will take effect October 1, 2018. The City has until then to adopt the new code. The adoption of the 2017 NEC is mandatory by the State. No city, town, or county is exempt from adopting these provisions, nor can they adopt less stringent standards unless specifically allowed by the State.

The biggest change between the codes is the requirement of more stringent Arc Fault Circuit Interrupters (AFCI) circuit protection for residential installations. AFCI devices are designed to detect an arcing situation that can be found mostly in loose connections that cause overheating situations and eventually lead to a fire hazard. Depending on the size of the home and the number of circuit breakers installed, it is estimated that the new regulations will add approximately \$300 to \$700 per dwelling.

RECOMMENDATION:

Staff recommends adopting the 2017 National Electrical Code.

ORDINANCE NO. 3614
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 12 (FIRE AND
CONSTRUCTION CODES), OF THE MORRISTOWN MUNICIPAL
CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 12 (FIRE AND CONSTRUCTION CODES), Chapter 4 – ELECTRICAL CODE be amended to states:

Delete: Sec. 12-401. – Electrical code adopted. in its entirety and replace it with:

Sec. 12-401. - Electrical code adopted.

- i. Pursuant to authority granted by T.C.A. §§6-54-501—6-54-506 and for the purpose of providing practical minimum standards for the safeguarding of persons and of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio, signaling, or for other purposes, the National Electrical Code (NFPA 70), 2017 edition, as prepared by the National Fire Protection Association, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the electrical code. Pursuant to the requirements of T.C.A. § 6-54-502, one copy of the electrical code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

ii. Modifications.

- (a) Article 300-50 along with Table 300-50 of the 2017 edition of the National Electrical Code is deleted in its entirety and the following substituted therefore:

Article 300-50. Underground installations.

Underground conductors shall be identified for the voltage and conditions under which they are installed.

All underground conductors with a potential of more than six hundred (600) volts shall be installed in:

- (1) Rigid metal conduit at a minimum depth of thirty-six (36) inches; or
- (2) Schedule forty (40) nonmetallic conduit encased in a minimum of two (2) inches of concrete at a minimum depth of thirty-six (36) inches; or
- (3) Schedule eighty (80) nonmetallic conduit at a minimum depth of forty-two (42) inches. All depth measurements are to top of conduits.

These minimum depth requirements may be reduced six (6) inches for each two (2) inches of concrete or equivalent protection placed in the trench over the underground installation. Lesser depths shall be permitted where conductors rise for terminations or splices or where access is required.

Special permission may be obtained for lesser depths where solid rock is encountered.

- (b) The 2017 amendments to Chapter 0780-2-1 of the Tennessee Department of Commerce and Insurance, Division of Fire Prevention, Rules Regarding Electrical Installations are hereby adopted by reference.

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

Passed on first reading this the 21st day of August 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 4th day of September 2018.

MAYOR

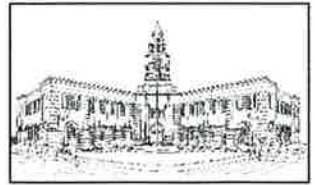
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

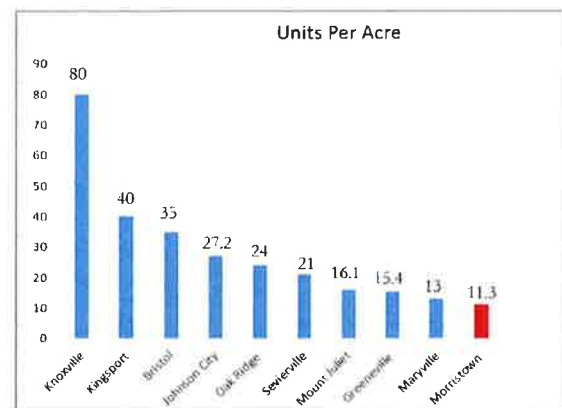


TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SN*
DATE: August 21, 2018
SUBJECT: Text Amendment – R3 and RP-1 Districts

BACKGROUND:

As part of staff's continuing effort to update the Zoning Ordinance, staff has begun reviewing the residential districts. The proposed changes to the R-3, High Density Residential District, and the RP-1, Planned Residential District are attached.

At the July 10th Planning Commission workshop, staff discussed the various densities in each of the district. Staff pointed out that Morristown allowed the lowest residential densities compared to other cities in the region of relatively compatible size. With the tremendous growth of the local manufacturing industry, there is an increase pressure on the housing market to provide diverse and affordable housing. Allowing higher densities will help the city address these issues.



Staff has received letters from Jack Fishman, Chairman of the Industrial Development Board and Marshall Ramsey, President of the Chamber of Commerce supporting code amendment to allow higher residential densities.

In addition to amending densities, staff is proposing other amendments which include:

R-3, High Density Residential District

- Removed requirement that property must be zoned R2 prior to be rezoned to R3.
- Removed retail and office uses from district
- Amending minimum front yard setback from twenty (20) feet to twenty-five (25) feet
- Increasing multi-family residential density from 11.3 to 20 units per acre
- Add twenty (20) percent open space requirement

RP-1, Planned Residential District

- Increasing multi-family residential density from 10 to 20 units per acre.
- Density could be increased to twenty-five (25) provided the petitioner meets certain conditions.
- Added a requirement for building elevations/renderings for all new proposed buildings
- Increase open space requirement from ten (10) percent to twenty (20) percent.

- Removed parking requirements (parking is already addressed in Ch. 2 – General Zoning Provisions)
- Removed subdivision standards (these standards are addressed in the City’s Subdivision Regs.)
- Moved landscape buffer requirements to Ch.33 – Landscape , Buffers and Screening
- Moved Pedestrian Walkway requirements to Ch. 2 – General Zoning Provisions

The Planning Commission at its August 14th meeting recommended approval voted 8 to 0.

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

ORDINANCE NO. 3615
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND
LAND USE CONTROL), OF THE MORRISTOWN MUNICIPAL
CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (ZONING AND LAND USE CONTROL), Chapter 2 - General Provisions, Chapter 4 PLANNED Residential Development (RP-1) District, Chapter 7 - R-3 High Density Residential District, and Chapter 33 – Landscape, Buffers and Screening be amended to states:

Delete: Sec. 14-401. – PLANNED RESIDENTIAL DEVELOPMENT (RP-1) DISTRICT in its entirety and replace it with:

14-401. PLANNED RESIDENTIAL DEVELOPMENT (RP-1) DISTRICT

14-402. PURPOSE

The purpose of this district is to encourage creativity and flexibility in planned residential developments. Higher development density may be obtained through the protection of scenic vistas, waterways, hillsides (mountains) while creating open spaces and promoting a pedestrian friendly atmosphere.

All development within the RP-1 must be approved by the Planning Commission. Any change of use, increase in density, or significant modification to the approved plan must be approved by the Planning Commission.

14-403. USES PERMITTED

1. Bed-and-Breakfast.
2. Clubhouse and amenities as an accessory to the overall development.
3. Day Care Centers.
4. Golf Courses (public or private).
5. Group Homes
6. Home Occupation require Board of Zoning Appeals approval (3584-08/01/2017).
7. Marinas.
8. Convalescent and Nursing Homes, retirement homes, orphanages, and assisted living facilities.
9. Churches, Synagogues, Temples, Parsonages and Parish Houses and other Places of Worship.
10. Private Schools.
11. Public Buildings, Parks, other Public/Governmental Uses, and Utilities.
12. Residential Dwellings (one-family, two-family, multifamily)

14-404. REQUIREMENTS FOR EACH DEVELOPMENT WITHIN A RP-1 DISTRICT

1. Minimum Development Size: 5 acres

2. Minimum Frontage (For Development): 200 feet adjacent to a public right-of-way
3. RP-1 District Locations: Must be located adjacent to a public right-of-way that is classified as a collector or arterial street.
4. Minimum Lot Size: N/A
5. Minimum Lot Frontage per Residential Unit: N/A
6. Density Permitted: Twenty (20) dwelling units per acre.
7. The density permitted may be increased up to twenty-five (25) units per acre if two or more of the following enhancements are applied to the proposed development:
 - a. Preservation of hillside vistas on ridges or other steep topographic regions having a slope of 25% or greater (River Ridge, Crockett Ridge, Kidwells Ridge, Boatmans Ridge, and Bays Mountain). This can be achieved by clustering development away from scenic vistas.
 - b. Protect existing trees and/or other natural vegetation areas, preserve 75% of the existing, natural healthy hardwoods area when greater than seven (7) acres.
 - c. Clustering development within areas that have been previous disturbed (land grading) instead of developing onto undisturbed, pristine areas.
 - d. Preservation of scenic views of major water bodies by clustering development away from lake banks, streams, and rivers.
 - e. Increase the land area for wildlife, natural vegetation, or wetland (floodplain area) protection and enhancements.
 - f. Use and maintenance of permeable pavements.
 - g. Creation and maintenance of new recreational facilities such as playgrounds, trails, golf courses, and marinas.
8. Maximum Building Height: 45 feet, or what is determined by the height limitation within the Airport Overlay District, whichever is more strict.
9. Minimum Amount of Open Space: twenty (20%)
10. Yard Setback Requirements:

Front: Twenty-five (25) feet if adjacent to a public right-of-way, otherwise N/A.

Side: If adjacent to a public right-of-way – twenty-five (25)
If interior – zero lot line

Rear: If adjacent to a public right-of-way – twenty-five (25)
If interior – zero lot line

Perimeter: Twenty-five (25) foot setback for all improvements along the perimeter of the development.

11. Utilities: All proposed utilities, including but not limited to, cable, gas, electric, water, sewer, and telephone lines, for any new developments must be underground.
12. Building elevations/renderings are required for proposed new development.

Delete: Sec. 14-701. – R-3 HIGH DENSITY RESIDENTIAL DISTRICT in its entirety and replace it with:

14-701. R-3 HIGH DENSITY RESIDENTIAL DISTRICT

This residential district is intended to promote and encourage the establishment of a suitable environment for urban residence in areas appropriate by location and character for occupancy by high-density, zero lot line development.

14-702. USES PERMITTED

1. Any use permitted and as regulated in the R-1 and R-2 Residential Districts.
2. Zero lot line town homes.

14-703. USES PERMITTED ON REVIEW

1. Any use permitted on review in the R-1 and R-2 Residential Districts.
2. Convalescent and Nursing Homes, retirement homes, orphanages, and assisted living facilities.
 - a. The property shall have access from a collector or arterial street.

14-704. LOT WIDTH

Minimum lot width shall be no less than fifty (50) feet at the building line, corner lots shall have a minimum lot width of fifty-five (55) feet at the building line.

14-705. DEPTH OF FRONT YARD

Minimum depth of front yard for a principal building shall be no less than twenty-five (25) feet to the front lot line. Minimum depth of front yard shall apply to all public right-of-ways.

Any lot within a newly proposed subdivision which does not have primary access on a road network internal to the newly proposed subdivision but has access on an already existing street network shall be subject to additional front yard requirements as determined by the Morristown Planning Commission for the purpose of safe vehicular ingress and egress. (3009-09/07/1999)

14-706. DEPTH OF REAR YARD

Minimum depth of rear yard for a principal building shall be no less than twenty (20) feet to the rear lot line.

14-707. WIDTH OF SIDE YARDS

Other than zero-lot line development, the minimum depth of side yard for a principal building shall be no less than ten (10) feet to the side lot line.

14-708. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-709. LOT AREA

1. Minimum lot size for a single-family dwelling shall be no less than 5,500 square feet in area.
2. Minimum lot size for two (2) family dwellings shall be no less than 11,000 square feet in area.
3. Minimum density for three (3) or more dwelling units is twenty (20) units per acre.

14-710 OPEN SPACE

Minimum open space of twenty (20) percent for all multi-family developments of three (3) or more dwelling units.

Chapter 33- Landscape, Buffers and Screening

14-3304. E. Buffer Yard

1. Applicability

To minimize the impact of higher impact uses on surrounding properties, a Buffer Yard is required when:

- a. A nonresidential site borders any agricultural or residential zoning district or use; and
- b. A multi-family site borders an agricultural or single-family district or use.

Buffer yards may be included in the building setback requirements but cannot interfere with existing or proposed utility easements.

Chapter 2- General Zoning Provisions

Pedestrian Movement

A pedestrian walkway is required to connect all buildings to a public right of way. A pedestrian walkway can be a concrete sidewalk, or a bright white-painted striped marking, or a five-foot paved hard asphalt surface. The asphalt surface

may be recommended in order to connect to the City's Greenway Project, if applicable.

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

Passed on first reading this the 21st day of August 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 4th day of September 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**RESOLUTION NO. _____
BEING A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE RESCINDING ITEMS PLACED ON THE SEPTEMBER 18TH
AGENDA AND ADDING SAME ITEMS TO THE SEPTEMBER 4TH
AGENDA; {Bid and Agreement for Public Works Facility, Phase II with
Merit Construction}.**

Whereas at the August 21st City Council Meeting, the City Council for the City of Morristown did postpone the consideration of the approval of the Bid from Merit Construction, Inc., for Phase 2 of Public Works Building in the amount of \$12,393,600 and the consideration of the approval of the Agreement with Merit Construction, Inc. for Public Works Facility, Phase 2 and placed these items on the September 18th City Council Agenda. The City Council does hereby desire to rescind the placement of these items on the September 18th Agenda and instead move and add these items to the September 4th Agenda.

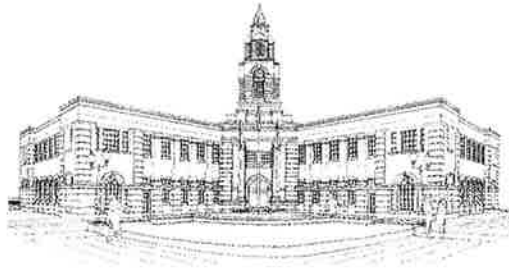
Now therefore, be it resolved by the City Council for the City of Morristown, Tennessee that the consideration of the approval of the Bid from Merit Construction, Inc., for Phase 2 of Public Works Building in the amount of \$12,393,600 and the consideration of the approval of the Agreement with Merit Construction, Inc. for Public Works Facility, Phase 2 currently placed on the September 18th Agenda are hereby rescinded from that Agenda and instead placed on the September 4th Agenda.

Passed this the 4th day of September 2018.

Mayor

ATTEST:

City Administrator, Anthony Cox



Morristown City Council Agenda Item Summary

Date: September 4, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Driver's Safety Grant from The Risk Pool

Background / History: This is a grant that the City has applied for in the past.

Findings / Current Activity: This grant will help offset costs for Motor Vehicle License checks and for monthly GPS services on Public Works Vehicles.

Financial Impact: Provides additional revenue for City's expenditures.

Action options / Recommendations: Approval of Grant.

Attachments: Grant

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN,
TENNESSEE, TO PARTICIPATE IN The Pool's James L. Richardson
"Driver Safety" Matching 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 for the City of Morristown employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a *"Driver Safety" Matching 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" Matching 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 4th day of September 2018.

MAYOR

ATTEST:


CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner 
DATE: September 4th 2018
SUBJECT: Annexation Request of Hill Trail Drive and Adjoining Land

SUBMITTAL:

The Planning Department has received a request from Mr. Phillip Carlyle to annex Hamblen County Tax ID #016-065.00 currently addressed as 1731 Hill Trail Drive. Zoned both for agriculture (A-1) and single family residential (R-1) by Hamblen County, the subject land is located adjacent to Windswept Subdivision along Cherokee Lake in north Morristown.

The owner intends to develop a majority of this 71 + acre parcel into single family residential lots with public streets and infrastructure, hence his request to incorporate with the City's R-2 (Medium Density Residential) zoning designation in place, as opposed to going through a rezoning process at a later date. The owner has been advised that Hill Trail Drive is a substandard street and will require improvements be made at his expense to handle additional traffic generated by a large development.

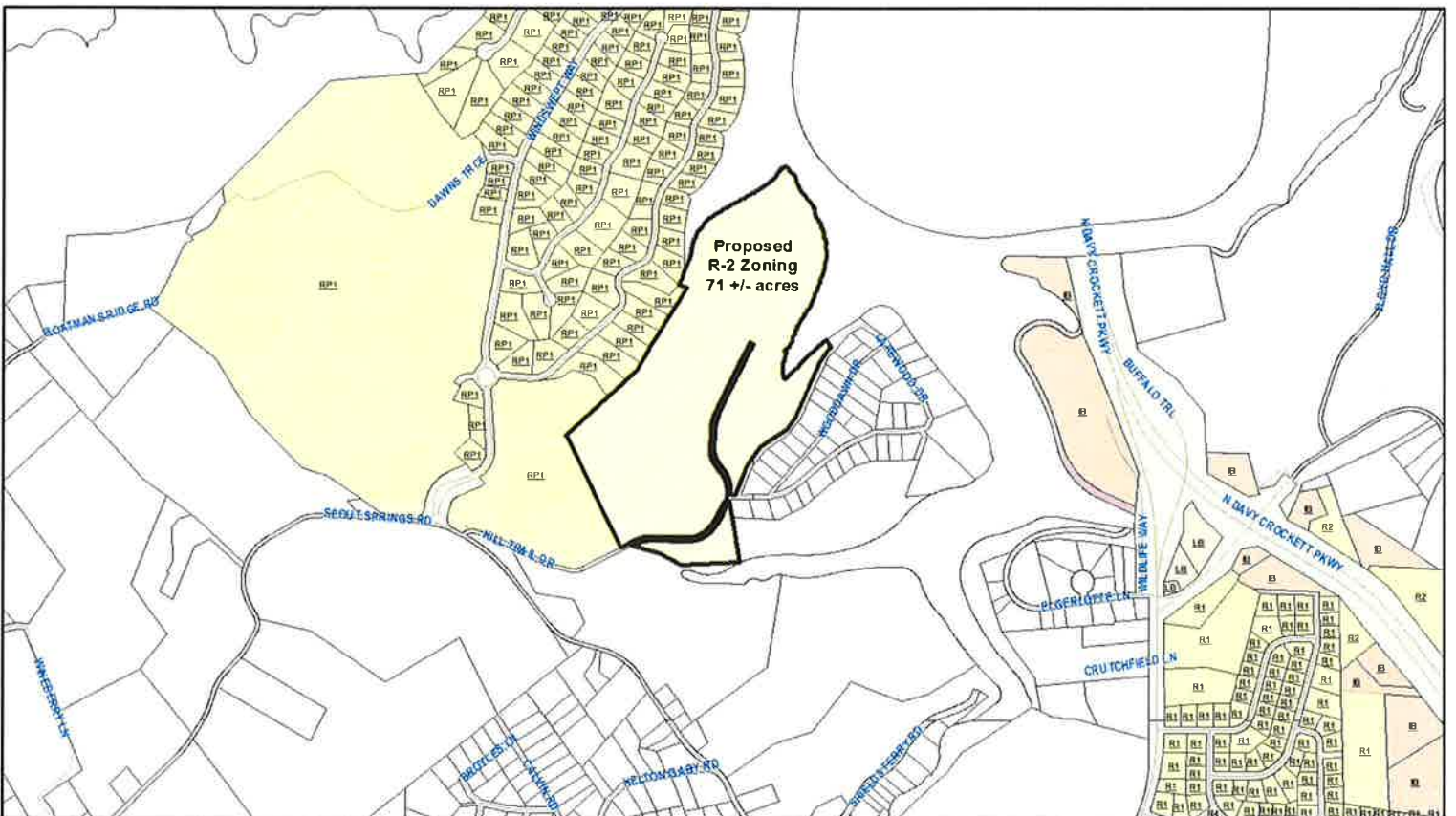
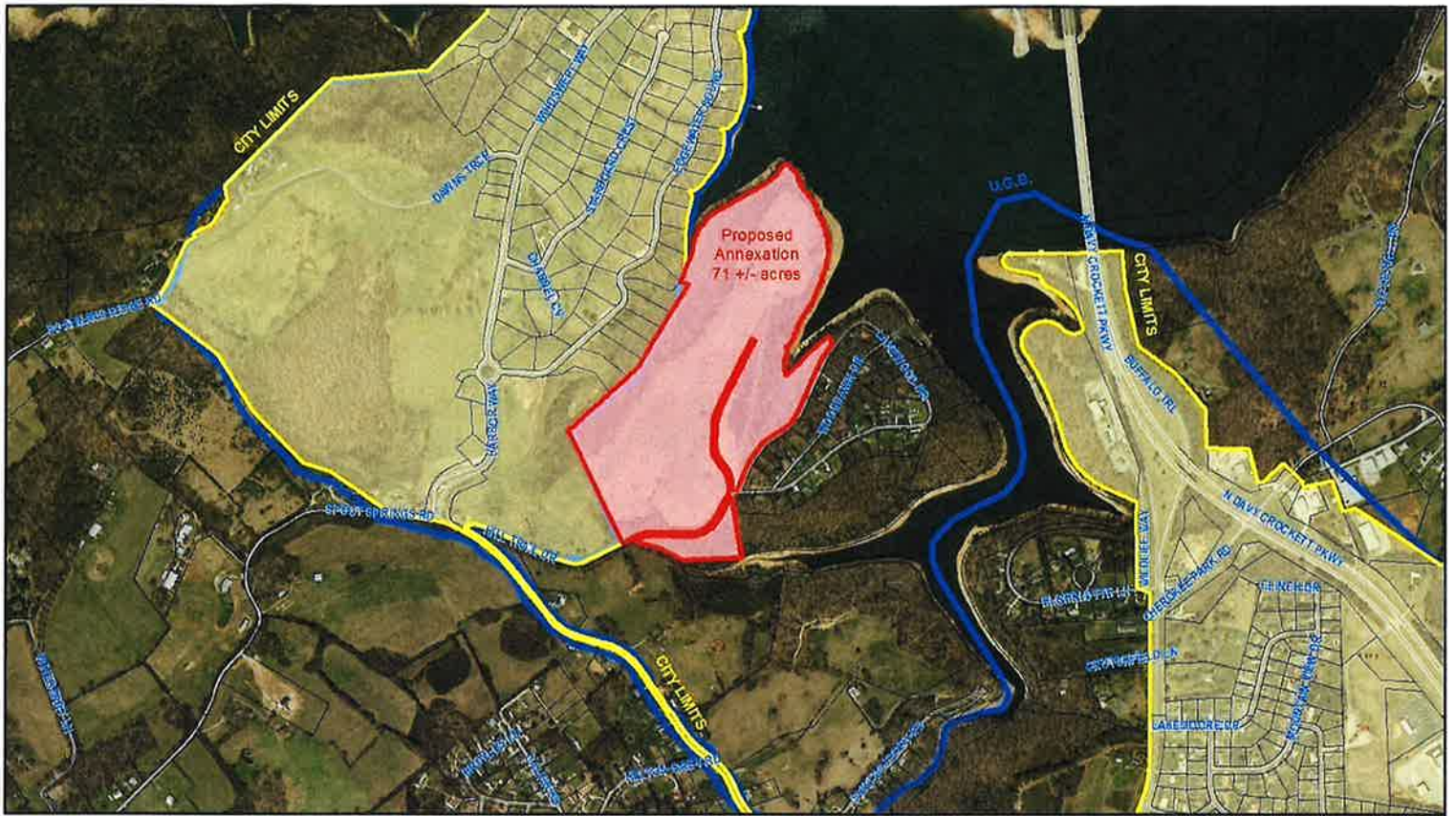
The subject parcel, which is split to the south by Hill Trail Drive, adjoins Windswept Subdivision, Cherokee Lake and Cherokee Lakeview Homes Subdivision. The requested annexation will include the entirety of Hill Trail Drive (a 30 foot +/- right-of-way) from its intersection with Spout Springs Road to its intersection with Lakewood Drive along the north which will be approximately 2,376 (1/2 mile) linear feet. Current City limits for this area extend from the intersection of Spout Springs Road at its intersection with Shields Ferry Road north, to include Windswept Subdivision (annexed in 2005, 2006) which just bypasses that portion of Hill Trail Drive.

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs to the development. No additional Fire or Police personnel will be required at this time.

Staff has as of today rec'd one email asking for more information about the annexation request. No objections have been received by this office.

RECOMMENDATION:

The Morristown Regional Planning Commission at their regular meeting on August 14th 2018 voted unanimously to approve the plan of services and forward the annexation request on to City Council for approval.



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE;

Annexation of property identified as being located in the sixth civil district of Hamblen County, having Hamblen County Tax Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the general location being shown on the attached exhibit A;;

Section 1. WHEREAS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:

The entirety of Hill Trail Drive (right of way) beginning at its intersection with Spout Springs Road and ending with its intersection at Lakewood Drive, containing approximately 2,376 linear feet; and to include the entire 73.0366 acre tract described as the Helms Property and depicted in Plat Book LPlat, Page 71 of the Hamblen County Tax Assessor's office;

2. Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 4th DAY OF SEPTEMBER, 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND READING THIS 18TH DAY OF SEPTEMBER, 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: **3611.01**

TO AMEND ORDINANCE NUMBER 3611, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2018-2019 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$300,000; NECESSARY TO COVER THE COSTS OF ECONOMIC DEVELOPMENT AND FUTURE APPLICATION FOR ADDITIONAL GRANT FUNDS. APPLICATION FOR GRANT FUNDS WILL BE PRESENTED TO COUNCIL FOR CONSIDERATION.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27100	Unassigned Fund Balance		\$ 300,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 300,000	
			Totals	\$ -	\$ 300,000	\$ 300,000	\$ -

PASSED ON FIRST READING THIS 4th Day of September 2018

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 18th Day of September 2018

ATTEST:

Mayor

City Administrator



August 14, 2018

Ms. Ashley Ahl, Purchasing Assistant
City of Morristown
100 West First North Street
Morristown, Tennessee 37814

RE: Morristown Public Works Bid Package 2 – Bid Opening

Dear Ms. Ahl:

This letter shall serve as our recommendation to accept the bid of Merit Construction, Incorporated for Phase 2 of the Public Works Facility submitted on August 9, 2017. We are recommending that the base bid and all alternates be approved for a total project cost of \$12,393,600.00.

Please contact me if you have any questions

Sincerely,

A handwritten signature in blue ink that reads 'Chris Camp'. The signature is stylized with a large 'C' and a prominent 'A'.

Chris Camp,
President

AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the thirtieth day of August in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Morristown
100 West First North Street
Morristown, TN 37814

and the Contractor:
(Name, legal status, address and other information)

Merit Construction, Inc. 10435 Dutchtown Road
Knoxville, TN 37932

for the following Project:
(Name, location and detailed description)

Morristown Public Works Facility, Phase 2

The Architect:
(Name, legal status, address and other information)

Lose Design.
2809 Foster Ave.
Nashville, TN 37210
Telephone Number: 615-242-0040

The Owner and Contractor agree as follows.

Construction of Building and Site Improvements, including Base Bid & Alternates, as submitted on bid dated August 9, 2018.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
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- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Init.

To be determined.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than four hundred eighty five (485) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
All work	485 day from Notice to Proceed

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ [x] Stipulated Sum, in accordance with Section 3.2 below
- ☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- ☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be twelve million dollars and zero cents (\$ 12,000,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternates, See Attached Bid dated August 9, 2018.

§ 3.2.2 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Building D	2	\$375,000.00

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
NA	

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 N/A.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

NA

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

NA

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ 12,000,000), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Base bid of \$11,549,000, and Alternates up to \$451,000.

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Building D (open air parking building)	2	\$375,000.

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
Both deductive and additive alternates will be selected by the owner.	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty-one (21) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

5%

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Legal prevailing rate.

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 21.4 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

Init.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Bid Manual		July 23, 2018	

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Bid Manual dated July 23, 2018.

Section	Title	Date	Pages
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§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Bid Manual dated June 13, 2018.

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
Addendum #1	7/31/2018	2
Addendum #2	8/7/2018	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

.1

AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.2 Other documents:

Bid dated August 9, 2018

.3 Payment and Performance Bonds

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Init.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further

warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

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ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;

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- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will

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constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

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(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Init.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

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[Return to Agenda](#)

PROJECT: **Morristown Public Works Facility – Bid Pkg. 2
Morristown, TN**

OWNER: **CITY OF MORRISTOWN
100 WEST FIRST NORTH STREET
MORRISTOWN, TN 37814**

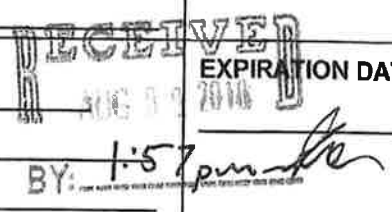
ARCHITECT: **LOSE DESIGN
2309 FOSTER AVENUE
NASHVILLE, TN 37210**

DATE: **AUGUST 9, 2018 @ 2:00 P.M. ET**

BIDDER'S NAME: **MERIT CONSTRUCTION, INC.
10435 DUTCHTOWN ROAD
KNOXVILLE, TN 37932
(865) 966-4100 (PHONE)
(865) 966-4101 (FAX)**

CONTRACTORS LICENSE NUMBER: **20853**
STATE INCORPORATED: **TENNESSEE**
LICENSE LIMIT: **UNLIMITED**

EXPIRATION DATE: **9/30/19**
CLASSIFICATION OF LICENSE NUMBER: **BC; MU; HRA; LMC**

PLUMBING SUBCONTRACTOR: <u>BK Plumbing, Inc.</u> LICENSE LIMITATIONS: <u>\$900,000.00</u>	LICENSE NO. <u>603166</u> CLASSIFICATION: <u>CMC-A</u>	EXPIRATION DATE: <u>11-30-2019</u>
MECHANICAL SUBCONTRACTOR: <u>United Services, Inc.</u> LICENSE LIMITATIONS: <u>\$1,913,600.00</u>	LICENSE NO. <u>471699</u> CLASSIFICATION: <u>CMC, CE</u>	EXPIRATION DATE: <u>10-31-2019</u>
ELECTRICAL SUBCONTRACTOR: Shoffnerkalthoff Mechanical Electrical Service, LLC License No. 13837 Expiration: 8/30/2019 Class: BC-16,18,28; 32; CE; CMC; MU-A Limit: Unlimited	LICENSE SIFICATION: 	EXPIRATION DATE:
MASONRY SUBCONTRACTOR: <u>Merit Construction, Inc.</u> LICENSE LIMITATIONS: <u>Unlimited</u>	LICENSE NO. <u>20853</u> CLASSIFICATION: <u>BC; MU; HRA; LMC</u>	EXPIRATION DATE: <u>9-30-19</u>
GEOHERMAL SUBCONTRACTOR: <u>N/A</u> LICENSE LIMITATIONS:	LICENSE NO. CLASSIFICATION:	EXPIRATION DATE:

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID - MORRISTOWN PUBLIC WORKS FACILITY - BID PACKAGE 2

INVITATION TO BID

Office of Finance
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown is accepting sealed bids for the Morristown Public Works Facility - Bid Package 2 with specifications stated herein.

Proposer shall return bids in **SEALED** envelope to:

**City of Morristown
Attn: Ashley Ahl, Purchasing Assistant
100 West First North Street
Morristown, TN 37814**

Public opening of sealed bids will be held at the above address at the deadline date and time listed below.

DATE ISSUED:	July 23, 2018
BID TITLE:	Morristown Public Works Facility - Bid Package 2 Bid Number 1902
BID DEADLINE DATE & TIME:	August 9, 2018 at 2:00 pm. Eastern Time (local prevailing time)
BID OPENING LOCATION:	Morristown City Center, Training Room on 1 st Floor
BID CONTACT:	Ashley Ahl, Purchasing Assistant
CONTACT PHONE:	423.585.4622
CONTACT EMAIL:	purchasing@mvmorristown.com
PRE-BID MEETING:	No Pre-Bid Meeting for this bid.
DEADLINE FOR QUESTIONS:	The deadline to submit questions in writing is 4:00 pm Eastern Time on August 2, 2018. Questions to be submitted to Ashley Ahl.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID - MORRISTOWN PUBLIC WORKS FACILITY - BID PACKAGE 2

TERMS AND CONDITIONS

1. **REQUIREMENTS FOR SEALED BID SUBMISSION.**
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed bid.
 - b. Complete and original invitation to bid with "Bidder Initial" completed by authorized representative.
 - c. All bids shall be submitted SEALED, envelope clearly marked with the bid name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
 - d. Copy of IRS W-9 Form.
2. **BIDS RECEIVED ON TIME.** Bids and amendments thereto, if received by the City of Morristown's Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the BIDDER to see that the bid is received by the City of Morristown's Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any bid received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for bids received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.
3. **TAX EXEMPT.** The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.
4. **ANTI-COLLUSION.** The bidder certifies by signing this document that the bid is made without prior understanding, agreement, or accord with any person submitting a bid for the same services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
5. **AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total bid; to reject any and/or all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.
6. **OPEN RECORDS ACT.** Once the bid document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.
7. **PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month's statement being received in the City of Morristown's Finance Office.
8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your bid by the City of Morristown is not to be construed as an award for services.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID – MORRISTOWN PUBLIC WORKS FACILITY – BID PACKAGE 2

9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All bids must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **NO SUBMISSION.** If you choose to not respond to this sealed bid request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The bidder agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The bidder shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the bidder, the bidder's subcontractors, suppliers, or others by the bidder or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The bidder understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the bidder must comply with all State and Federal drug-free workplace laws, rules and regulations. The bidder agrees to comply by the execution of the "Bidder Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the bidder agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the bidder. The bidder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
16. **RIGHT TO WITHDRAWAL.** Bidders have the right to request withdrawal of their bid from consideration due to error by giving notice at any time before and not later than two (2) days after bids are publicly opened.
17. **ORIGINAL BID DOCUMENT.** The original bid document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID – MORRISTOWN PUBLIC WORKS FACILITY – BID PACKAGE 2

18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the bid opening, for whatever reason, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. **BID APPROVAL BY LEGISLATIVE BODY.** The bid awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with bid any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **IRAN DIVESTMENT ACT.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **ADDENDA.** In the event that it becomes necessary to revise any part of this bid, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid.
27. **QUESTIONS.** All questions shall be directed to the bid contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to purchasing@mymorristown.com.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID - MORRISTOWN PUBLIC WORKS FACILITY - BID PACKAGE 2

Project Description

This project includes the site work for a parking lot and public works yard, including: vehicular pavement; pedestrian pavement; fencing; storm, water, and sanitary sewer service connections, and landscaping; and construction of 6 buildings (public works administration and maintenance building, public work sign shop, storage building, covered parking buildings (2), and salt storage bin) as outline on the plans and specifications. Mass grading for the project site is to be completed with the improvements for Bid Package 1, and all utility infrastructure is to be installed with Bid Package 1.

<u>Item</u>	<u>Lump Sum Price</u>
Base Bid Morristown Public Works Facility – Bid Package 2	\$ <u>11,549,000.00</u>
Alternate No. 1 Morristown Police Impound Lot	\$ <u>86,000.00</u>
Alternate No. 2 Landscaping Beyond Code Minimum Requirements	\$ <u>-70,000.00</u>
Alternate No. 3 Gravel for Lay-Down Yard	\$ <u>-34,000.00</u>
Alternate No. 4 P.E.M. B. Canopies	\$ <u>-44,000.00</u>
Alternate No. 5 Building C Materials Storage	\$ <u>-570,000.00</u>
Alternate No. 6 Building D – Unit Price	\$ <u>375,000.00</u>
Alternate No. 7 Building E	\$ <u>-130,000.00</u>
Alternate No. 8 Oil Unit Heater	\$ <u>5,600.00</u>
Alternate No. 9 Vehicle Lifts	\$ <u>129,000.00</u>
Alternate No. 10 Overhead 10-Tonne Crane	\$ <u>-53,000.00</u>

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID – MORRISTOWN PUBLIC WORKS FACILITY – BID PACKAGE 2

Alternate No. 11

Heated Water Pressure Pump

\$ 3000.00

Warranty	- 1yr	
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Warranty & Service Information

Manufacturer's standard warranty shall apply to system components that are warranted for longer than one year. Warranty will begin on date the system is accepted by the owner.

Bidder Initial 

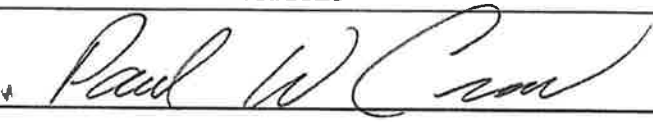
CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID – MORRISTOWN PUBLIC WORKS FACILITY – BID PACKAGE 2

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her bid with other proposers and has not colluded with any other proposer or parties regarding the bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this sealed bid invitation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	Merit Construction, Inc.
CONTACT PERSON:	Wes Crow
CONTACT PERSON TITLE:	Senior Vice President
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	62-1143997
LICENSE #	20853
STREET ADDRESS:	10435 Dutchtown Road
CITY, STATE, ZIP:	Knoxville, TN 37932
TELEPHONE NUMBER:	(865) 966-4100
FAX NUMBER:	(865) 966-1020
EMAIL:	wcrow@meritconstruction.com
DATE:	August 9, 2018

****By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.**

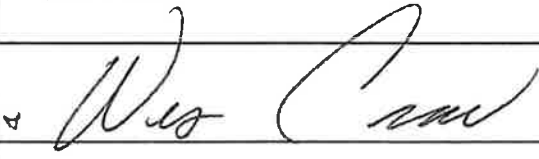
Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID – MORRISTOWN PUBLIC WORKS FACILITY – BID PACKAGE 2

EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

☒ Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.

FIRM NAME:	Merit Construction, Inc.
AUTHORIZED REPRESENTATIVE: (printed)	Wes Crow
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	August 9, 2018

☐ Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of their submittal.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
INVITATION TO BID - MORRISTOWN PUBLIC WORKS FACILITY - BID PACKAGE 2

**THE CITY OF MORRISTOWN, TENNESSEE
COMPANY/CONTRACTOR AFFIDAVIT FORM**
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS SEALED BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the bid. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME Merit Construction, Inc.

NAME (PRINT) Wes Crow PHONE (865) 966-4100

TITLE Senior Vice President FAX (865) 966-1020

SIGNATURE *  DATE 8/9/2018

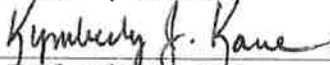
(TO BE COMPLETED BY NOTARY)

STATE OF: Tennessee

COUNTY OF: Knox

Before me personally appeared Wes Crow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this day of August 20 18


Kimberly J. Kane

Notary Public

My commission expires: 10-31-2020

Bidder Initial 



BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Merit Construction, Inc.
10435 Dutchtown Road
Knoxville, TN 37932-2512

OWNER:

(Name, legal status and address)

City of Morristown
100 West First North Street
Morristown, TN 37814

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Morristown Public Works Facility-Bid Package 2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2018

Kimberly J. Kane
(Witness) Kimberly J. Kane

Endia Williams
(Witness) Endia Williams

Merit Construction, Inc.
(Principal)

(Seal)

By: Wes Crow

(Title) Wes Crow, Senior Vice President

Travelers Casualty and Surety Company of America
(Surety)

(Seal)

By: Catherine L. McMillan

(Title) Catherine L. McMillan Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Merit Construction, Inc.

OR

Project Description: Morristown Public Works Facility-Bid Package

Obligee: City of Morristown

2

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Catherine L. McMillan** of the City of **Knoxville**, State of **TN**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **June, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **24th** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

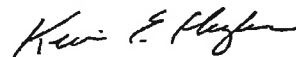
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **9th** day of **August**, **2018**.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

State of Tennessee


County of Knox

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. It has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this affidavit; or
2. It operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3008 of the City of Morristown Employee Handbook and shall, upon request, provide documentation of such program to the city.

Merit Construction, Inc.
Name of Bidder

Wes Crow, Senior Vice President
Printed Name and Title of Principal Officer


Signature of Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on
This 9th day of August 2018




Notary Public Kimberly J. Kane

10-31-2020
My Commission Expires

END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee

County of Knox

Wes Crow, being first duly sworn, deposes and says that;

1. The undersigned is the (owner, ~~partner~~ officer, ~~representative~~, or agent) of Merit Construction, Inc., the bidder submitting the attached bid.
2. Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Neither the said bidder nor any of its officer, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit an collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or, to fix any overhead, profit, or cost element of the bid price or unlawful agreement any advantage against the City of Morristown or any person interested in the proposed contract.
4. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest including this affidavit.

[Signature]
Name of Bidder

Wes Crow, Senior Vice President

Printed Name and Title

Sworn to and subscribed before me, a Notary Public for the above state and county, on
This 9th day of August, 2018



[Signature]
Notary Public Kimberly J. Kane

10-31-2020

My Commission Expires

END OF SECTION

ADDENDUM #1

Date: July 31, 2018
Project No. 17007
Project Name: Morristown Public Works Compound – Bid Package 2 Rebid

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the Contract Documents for the above-referenced project.

Failure to acknowledge this addendum as directed in the Invitation to Bid may result in the Bid being deemed non-responsive.

Where any original item is amended, voided, or superseded hereby, the provision of such item not so specifically amended, voided, or superseded shall remain in effect.

NARRATIVE:

This addendum includes substitution requests and responses to questions received up to the issue date of this addendum.

Clarifications

1. None.

Project Drawing Revisions

1. None

Project Specification Revisions

1. Section 133419 Pre-Engineered Metal Building Systems

Received Bidder Questions

1. Is there a Demolition Portion for the project?
 - a. *There is no demolition in Bid Package 2.*
2. Can the second part of Building 'A' Office be priced as a conventional structural steel building in lieu of Pre-engineered metal building or even a design change?
 - a. *The second part of Building 'A' Office is to be bid as shown on the drawings.*
3. Would it be possible for this project to bid at a later date?
 - a. *No, the bids will be opened on August 9th as initially set forth in the bid documents.*
4. What are the collateral loads for the pre-engineered metals buildings?
 - a. *A collateral load of 5 psf has been considered in the foundation design. This load is in addition to the self weight of the building components (ie beams, columns, purlins, roofing, insulation, etc.). The PEMB supplier should verify all loads from MEP, ceilings, etc. that are attached to the PEMB structure are also accounted for in addition to this 5 psf collateral loading.*

Substitution Requests – APPROVED (Pending review for compliance with Construction Documents).

1. Machflow hand dryers by Saniflow Corp. for Section 102800
2. Hydralastic 836 Cold-Applied, Single Component Waterproofing for Section 071416
3. Multiwall Polycarbonate Window System for Section 084513
4. Versico 60 mil Fleeceback TPO for Section 012533
5. Securock Roof Board for Section 012533

Substitution Requests – DENIED

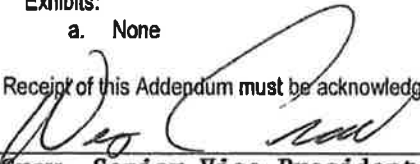
1. None.

Attachments

1. General:
 - a. None
2. Plan Sheets:
 - a. None,
3. Specification Sections:
 - a. Section 133419 Pre-Engineered Metal Building Systems
4. Exhibits:
 - a. None

NOTE: Receipt of this Addendum must be acknowledged by signing below:

✓



Date: August 9, 2018

Wes Crow, Senior Vice President

END OF ADDENDUM

ADDENDUM #2

Date: August 7, 2018
Project No. 17007
Project Name: Morristown Public Works Compound – Bid Package 2 Rebid

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the Contract Documents for the above-referenced project.

Failure to acknowledge this addendum in the Bid Form may result in the Bid being deemed non-responsive.

Where any original item is amended, voided, or superseded hereby, the provision of such item not so specifically amended, voided, or superseded shall remain in effect.

NARRATIVE:

This addendum includes clarifications, substitution requests and responses to questions received up to the issue date of this addendum

Clarifications

1. The intent is for the GC is to provide a full and complete project – Site work, utilities, landscaping, and all buildings. All buildings are to be complete and whole as indicated within the drawings and specifications. GC is to select a PEMB Manufacturer whom is in accordance to the project specifications. GC is to coordinate and provide any scoping, materials, or systems not provided by their selected PEMB Manufacturer.
2. Detail 5/S3.01 note reading "FOR COLUMN SIZE, BASE PLATE AND ANCHOR BOLTS SEE COLUMN SCHEDULE ON SHEET S0.03" should read "For Column size, base plate and anchor bolts See PEMB supplier"

Project Drawing Revisions

1. None

Project Specification Revisions

1. 133400 Membrane Structure

Received Bidder Questions

1. The specified gauge metal for the embossed panels is nonstandard for pre-engineered metal buildings as well as the manufacture has said they will not guarantee even embossing or texture as any samples you may have seen. Can the standard 26-gauge panels be used for the PEMB panels? This is AWIP recommended.
 - a. *Yes, 26-gauge panels will be accepted.*
2. The specification in addendum one specifies "Nucor Classic" roof panel. This is a screw down panel which I am assuming this is an error and you want the PEMB manufacture's standard standing seam.
 - a. *The design intent is for the buildings to receive standing seam metal roof panels.*
3. Is H/400 lateral deflection truly required? H/100 is standard for buildings with CMU walls.
 - a. *It is acceptable to alter the Drift on Rigid Frames under wind load to H/200 consistent with the requirements of MBMA Metal Building Systems Manual Table 3.3 using the 10 yr mean recurrence interval wind loading for reinforced masonry exterior walls. All other drift/deflection limits shown in the general notes should remain as shown.*
4. Can we use 22Ga. Galvanized 1.5B-Deck for the EPDM roof system in the administration areas of Building A? This is standard.

Addendum #1 – Page 1 of 3

- a. *1 1/2", Type B Roof deck is structurally acceptable. The roof deck gauge is dependent on the structural framing spacing supporting it although 22 gauge would be acceptable given the appropriate purlin spacing for the giving and deflection conditions. There are areas in building A that require a perforated acoustical deck. In those locations, Type BA (acoustical deck) with insulation will be required. The locations where acoustical deck is required are shown on the architectural drawings.*
5. Is the 20 psf live load reducible per code?
 - a. *The roof live load of 20 psf is reducible as allowed by 2012 IBC. The roof snow load is not reducible.*
6. Is a 36" wide 26Ga, standard ribbed panels in PVDF (Kynar) finish acceptable for ceiling liner panel?
 - a. *Yes.*
7. The PEMB manufactures will not provide a flat roof design for the administration portion of building A. They will supply a minimum 12" per foot slope in which we will have to use 14" tapered insulation to bring it back to flat and then add the required insulation to meet the designed slope. Will it be possible to adjust the roof drainage post bid to adjust the drainage to be a single slope with all of the roof drains on one side wall?
 - a. *Refer to Clarification Number 1 of this addendum. The designer recognizes that during the shop drawing process, systems may need to be adjusted to accommodate the selected PEMB's product. These adjustments shall be minor in nature. All attempts shall be made to provide a product that conforms to the design intent.*
8. While working through our take off for the Morristown Public Works project, I have found that Division 12 specs call for horizontal louver blinds in addition to the roller shades but I do not see where the blinds are to be applied based on the drawings. Can you possibly point me in the right direction, please?
 - a. *Refer to A8.03 – Horizontal Louver Blinds are not specified for any windows.*
9. Plan A4.A3 shows metal lockers for keynote 22. Where are the metal lockers for keynote 23?
 - a. *Keynote 23 is not used on the plans.*
10. The benches located on Plan A4.A3. Keynote 20 and Keynote 21 what bench type are these? Metal or Solid?
 - a. *Benches to be Solid Phenolic Locker Bench, refer to Spec. Section 105113.2.10.*
11. States All-welded Athletic metal lockers – Where are the metal lockers for Keynote 23 stated on plan A4.A3?
 - a. *See response to question 9.*
12. Solid Plastic Lockers. – Location?
 - a. *Not used*
13. Plastic Laminate Plywood Lockers – Location?
 - a. *Not used.*
14. Wood lockers – Location?
 - a. *Not Used*
15. Solid Phenolic Lockers – Location?
 - a. *See drawings.*
16. Locker benches – Location?
 - a. *See drawings and response to question 10*
17. Solid phenolic locker benches. – Location?
 - a. *See drawings and response to question 10.*

Substitution Requests – APPROVED (Pending review for compliance with Construction Documents).

1. LIFTS by Rotary Lifts for Section 144513
2. LOCKERS by Elite Storage Products for Section 105113
3. CFI Foam Inc. Masonry Foam Insulation for Section 072119.13

Substitution Requests – DENIED

1. None.

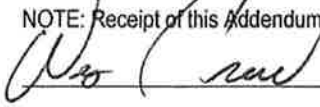
Attachments

1. General:
 - a. None
2. Plan Sheets:
 - a. None.

3. Specification Sections:
a. 133400 Membrane Structure.

4. Exhibits:
a. None

NOTE: Receipt of this Addendum must be acknowledged by signing below:



Date: 8-7-18

END OF ADDENDUM

**THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM
AND GRAND PRIZE CONTEST AGREEMENT**

SPONSOR: THE BOYD FOUNDATION

COMMUNITY: THE CITY OF MORRISTOWN

[ADDRESS]: P.O. BOX 1499
MORRISTOWN, TN 37816-1499

[CONTACT PERSON]: JOEY BARNARD, ASSISTANT CITY ADMINISTRATOR
[TELEPHONE]: 423-585-4614
[EMAIL]: JBARNARD@MYMORRISTOWN.COM

The Community is a (check the box that applies);

- ☐ a county, city, municipality or other local government unit, legally organized, constituted and existing under Tennessee law (each, a **"Local Government"**); or
- ☐ a Tennessee non-profit, public benefit organization legally organized and existing under Tennessee law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities in the State of Tennessee on behalf of a Local Government or which owns, manages and/or operates park facilities in the State of Tennessee which are open to the general public at no charge (each, an **"Eligible Non-profit Organization"**). The Community specifically certifies to the Sponsor that the Community's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, remains in full force and effect and has not been terminated, released or revoked.

If the Community is an Eligible Non-profit Organization, the Community must submit copies of the Community's corporate charter or other organization documents, their IRS determination letter and such other documentation that the Sponsor may reasonably request to confirm that the Community is in existence and in good standing under Tennessee law and has tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

GRANT AMOUNT: \$ \$25,000

AGREEMENT: Subject to the terms and conditions set forth herein and in the Terms and Conditions attached hereto and incorporated herein by reference, Sponsor agrees to award the Grant to the Community, and the Community agrees to accept the Grant and be bound by this Agreement and The Boyd Foundation Dog Park Dash Grant Program and Grand Prize Contest Official Rules (the "Official Rules"). The Community acknowledges that it may be required to provide additional documents and information to receive the Grant.

THE BOYD FOUNDATION:	COMMUNITY:
By:	BY:
Title:	Title: MAYOR
Date:	Date:

THE BOYD FOUNDATION DOG PARK DASH GRANT PROGRAM AND GRAND PRIZE CONTEST AGREEMENT TERMS AND CONDITIONS:

1. **Representations and Warranties.** To induce the Sponsor to make the Grant, the Community hereby represents, warrants and certifies to the Sponsor as follows: (a) the Community has read, complied with, and will continue to comply with the Official Rules, and any other requirements imposed by law with respect to the Program and/or the Contest; (b) the Community is a duly organized, valid, legally existing Local Government or Eligible Non-profit Organization, as applicable, and in good standing in the State of Tennessee; (c) the execution and delivery by the Community of this Agreement and the performance by the Community of its obligations hereunder have been duly authorized by any and all necessary corporate or governmental action; and (d) the Community has full right, power, legal capacity and authority, to enter into and perform its obligations under this Agreement in accordance with its terms, and this Agreement constitutes the valid and legally binding obligation of the Community, enforceable in accordance with its terms.

2. **Advertising and Promotion.** The Community grants the Sponsor and each of its respective affiliates, representatives, agents and advertising/promotion agencies (collectively, the "Sponsor Affiliates") the right and permission to use the Community's name and all items and information submitted by a Community to the Sponsor in connection with Program and/or the Contest, such as but not limited to links to media support, photographs, videos, and documentation of charitable donations, for advertising and promotion of the Program and/or the Contest and for any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. The Community releases the Sponsor and the Sponsor Affiliates from any and all claims that any advertising or promotional materials produced, presented, and/or prepared by or on behalf of the Sponsor or the Sponsor Affiliates infringes upon the Community's rights with regard to its name or any submitted materials or information. The Community agrees that its name may be announced publicly in connection with the award of the Grant.

3. **Limitation of Liability.** The Sponsor, the Sponsor Affiliates and their respective trustees, officers, directors, employees, representatives, agents and affiliates, expressly disclaim, shall have no liability and shall be held harmless from and against any liability, loss, injury or death to the Community, including without limitation damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Grant, the Community's participation or attempt to participate in the Program and/or the Contest or ability or inability to upload or download any information in connection with participating in the Program and/or the Contest, any fraud, viruses or other events that compromise the integrity of the Program and/or the Contest or any claims related to the ownership, construction, maintenance or use of the dog park. The Community further acknowledges that neither the Sponsor, the Sponsor's Affiliates nor any of their respective trustees, officers, directors, employees, representatives and agents, has made or is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any right or Grant, other than the dollar amount of the Grant. To the extent permitted by law, the Community agrees to indemnify, release and hold the Sponsor and the Sponsor's Affiliates, including but not limited to Facebook, and all of their respective trustees, officers, directors, employees, representatives, agents and affiliates, harmless from any and all claims, damages, expenses, costs (including attorney's fees) and liabilities (including settlements) due to or arising out of or in any way related to their participation in the Program or the Contest, their acceptance or use of the Grant and from any claims related to the ownership, construction, maintenance or use of the dog park.

4. **Miscellaneous.** The parties agree that nothing contained herein shall be construed as creating a joint venture, partnership or any other type of relationship between the parties and neither party shall have the right to act on behalf of or otherwise bind the other party. This Agreement will be binding upon the parties hereto, their successors and permitted assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee, without regard to its conflict of laws principles. Exclusive jurisdiction and venue for any action arising out of or relating to this Agreement shall be in the state or federal courts of record located in Knox County, Tennessee. The Community agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with this Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless set forth in writing and signed by the parties, or their respective successors or assigns. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Official Rules.

2018-2019 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

Due to the Holston River Regional Office by October 26, 2018

Region: Holston River

County(ies): Hamblen

Library/Library System: Hamblen County

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet MOE (Maintenance of Effort) may result in the loss of all regional services, including materials currently held at the local library(ies) paid for with State and Federal funds.

Public funds appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County(ies):

County(ies)	Appropriated FY 2016-17	Expended FY 2016-17	Appropriated FY 2017-18	Expended FY 2017-18	Appropriated FY 2018-19
Hamblen	\$267,250.00	\$267,250.00	\$272,250.00	\$272,250.00	\$278,150.00
TOTAL	\$267,250.00	\$267,250.00	\$272,250.00	\$272,250.00	\$278,150.00

B. Appropriated and Expended by the City(ies):

City(ies)	Appropriated FY 2016-17	Expended FY 2016-17	Appropriated FY 2017-18	Expended FY 2017-18	Appropriated FY 2018-19
Morristown	\$257,000.00	\$257,000.00	\$277,250.00	\$277,250.00	\$278,150.00
TOTAL	\$257,000.00	\$257,000.00	\$277,250.00	\$277,250.00	\$278,150.00

C. Totals:

	Appropriated FY 2016-17	Expended FY 2016-17	Appropriated FY 2017-18	Expended FY 2017-18	Appropriated FY 2018-19
TOTAL	\$524,250.00	\$524,250.00	\$549,500.00	\$549,500.00	\$556,300.00

2018-2019 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

Office of the Secretary of State Tennessee State Library and Archives

D. Number of library operating hours in a normal week:

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2016-17	Number of Hours per Week FY 2017-18	Number of Hours per Week FY 2018-19	Comments
Morristown-Hamblen Library	Main	56	56	56	
Total		56	56	56	

E. Official Signatures:

Bill Brittain 8/27/18
Bill Brittain, Hamblen County Mayor Date

Gary Chesney, Morristown Mayor Date

Elizabeth Campbell 8/15/18
Elizabeth Campbell, Library Board Chair Date

For State Library Use Only

Reviewed by:

Signature _____ Date _____
Nancy Roark, Holston River Regional Library Director

Additional notes:

Approved by:

Signature _____ Date _____
Charles A. Sherrill, State Librarian and Archivist



City Council and City Administrator

We originally budgeted our projects anticipating Washington to give us the same amount they did last year (\$261,530).

With eight days until our plan was due to HUD they announced the 2018 allocations and we actually got an increase (\$292,614).

The extra funds were put into the homeowner rehab/emergency repair program.

This was our original budget;

Analysis of Impediments to Fair Housing 5 year updates	\$10,000.00
Homeowner Rehab and Emergency Repair	\$69,530.00
City Park Improvements	\$65,000.00
MHCS Homeless Prevention	\$10,000.00
TVCH-HUD HMIS Program	\$5,000.00
Façade	\$50,000.00
Admin	<u>\$52,000.00</u>
Total	\$261,530.00

This is the final budget submitted to HUD;

Analysis of Impediments to Fair Housing 5 year updates	\$10,000.00
Homeowner Rehab and Emergency Repair	\$94,091.20
City Park Improvements	\$65,000.00
MHCS Homeless Prevention	\$10,000.00
TVCH-HUD HMIS Program	\$5,000.00
Façade	\$50,000.00
Admin	<u>\$58,522.80</u>
Total	\$292,614.00

Please let me know if you need anything else.

Thanks,

Tracy Stroud



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902-2526

August 7, 2018

Anthony Cox, City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37816

Dear Mr. Cox:

I am pleased to transmit to you the U.S. Department of Housing and Urban Development's (HUD) approval of the 2018 Consolidated Annual Action Plan for funding under the Community Development Block Grant (CDBG) Program. Your jurisdiction's Program Year (PY) 2018 begins on July 1, 2018, and the available funding for the CDBG Program is \$292,614.

The Department commends the City of Morristown and staff on the efforts which successfully completed this Consolidated Annual Action Plan. The goals and objectives developed through this process will provide and expand the foundation for partnerships at all levels of government with citizens and the private sector, including for profit and nonprofit organizations. These partnerships have proven to be invaluable as you and your partners address the problems of affordable housing, homelessness, community development needs, and economic opportunities for all citizens, particularly for very low- income and low-income persons. In addition, these programs are instrumental as your community and the Nation address pressing housing and economic problems and address the needs of our citizens.

As you know, HUD published a Federal Register Notice on May 18, 2018 which withdrew the Local Government Tool for use by CDBG recipients when preparing and submitting their Assessment of Fair Housing (AFH), thereby delaying the requirement to submit an AFH. Nevertheless, the legal obligation to affirmatively further fair housing continues for all. Until HUD publishes a new Local Government Tool, the AFFH obligation reverts to the submission of the certification of affirmatively furthering fair housing. This means that the jurisdiction is conducting an Analysis of Impediments (AI) to fair housing choice, taking appropriate actions to overcome the effects of any impediments, and keeping records reflecting the analysis and actions. The AI should be updated in accordance with the HUD Fair Housing Planning Guide (1996). Any governments that already have an accepted AFH are not required to conduct a separate AI. The Office of Fair Housing and Equal Opportunity is available to answer any questions you may have regarding this matter. You may contact Zachary D. Blair, Senior Equal Opportunity Specialist at 615.515.8597 or at zachary.d.blair@hud.gov.

A copy of your Consolidated Annual Action Plan was provided to the Department's program offices for review and comments. Any received comments have been either enclosed separately or are contained in the Advice and Guidance, which is an enclosure.

Enclosed are three originals of the Grant Agreements for CDBG Entitlement Program (form HUD 7082), which require the Mayor's or the official designee's signatures. These constitute the contract between HUD and the City of Morristown.

The grant agreement(s) require specific information for those using an Indirect Cost Rate. If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, you are required to enter specific information as instructed. The requirement on Indirect Cost rate is indicated under the Special Conditions, Item 8 (attached) for CDBG. Now, if your jurisdiction is not using an indirect cost rate, you are required to state NO. If your jurisdiction is using an indirect cost rate, then enter the required information as indicated on each grant agreement (Funding Approval). If no answer and/or no information are provided, then the applicable grant agreement(s) are not considered as fully executed and will be returned to your jurisdiction for completion. Also, please be aware that the HUD Field Accounting Center will not process the grant agreements until the required information has been entered on a grant agreement. You are also reminded that HUD funds are drawn down using a grant-based approach in the Integrated Disbursement and Information System (IDIS).

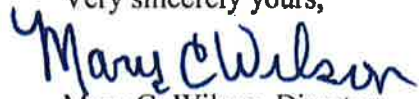
As you know, formula grant funds are governed by the Department, and the management of the Consolidated Plan, including the Consolidated Annual Action Plan is handled by the Office of Community Planning and Development (CPD). I have signed the agreements and applicable funding approval forms. Please retain one set of originals for your records and return the other two sets to CPD as noted below:

U.S. Department of Housing and Urban Development
Mary C. Wilson, Director, CPD
John J. Duncan Federal Building, Suite 300
710 Locust Street, SW
Knoxville, TN 37902

Failure to execute and return the grant agreements within 60 days of the date of this letter may be considered to constitute rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. Also, the year- end reporting on 2017 program performance and accomplishments in the Consolidated Annual Performance and Evaluation Report (CAPER) is due to CPD 90 days after the end of the 2017 program year. At this time, no new guidance has been received from our headquarters, and grantees are advised to follow the format used for last year's CAPER reporting and submit the CAPER in IDIS. For submission of other HUD program required reports, please refer to the enclosed Advice and Guidance for instructions.

We look forward to working with your jurisdiction to accomplish the goals set forth for your jurisdiction. In the meantime, if you have any questions regarding this letter, please contact me at (865) 474-8225.

Very sincerely yours,

A handwritten signature in blue ink that reads "Mary C. Wilson". The signature is written in a cursive style with a large initial "M".

Mary C. Wilson, Director
Office of Community Planning
and Development

Enclosures

cc

Honorable Gary Chesney

Mayor of Morristown

Tracy Stroud, Community Development Coordinator

**KNOXVILLE OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PROGRAM YEAR 2018
CONSOLIDATED ANNUAL ACTION PLAN
ADVICE AND GUIDANCE**

MORRISTOWN, TENNESSEE

The Knoxville Office of Community Planning and Development (CPD), U. S. Department of Housing and Urban Development (HUD) provides the following Advice and Guidance to assist your jurisdiction as it implements the activities under the 2018 Consolidated Annual Action Plan, prepare for the completion of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER), and begin the process for developing the next Plan submission.

Accessing the Integrated Disbursement and Information System (IDIS) – Important Reminder

IDIS users are reminded to log into IDIS at least monthly to maintain their system access. The system will remove any and all users that fail to log in within 90 days.

Technical Assistance

Technical assistance is available for grantees to implement, operate, or administer CPD-funded program. HUD has Technical Assistance (TA) available to help. Based on the information you provide, HUD will determine the type and level of assistance available to you. Technical assistance is more involved than basic policy questions. It involves recurrent communication with TA providers, possible site visits, and/or longer-term assistance that enables your organization to build skills, knowledge and capacity for operating CPD programs. To make the TA request contact Knoxville CPD or go to the below website:

<https://www.hudexchange.info/program-support/technical-assistance/>

Environmental Review Procedures for Formula Programs

Certain activities included in the Consolidated Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG, HOME, Emergency Solution Grants, and Housing Opportunities for Persons With AIDS Programs). Funds for such activities may not be obligated or expended unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification. Grantee are encouraged to submit all environmental review requests in the HUD Environmental Review Online System (HEROS). At this time, such requests may also be submitted to Knoxville CPD.

Minority Business Enterprise (MBE)/Women Owned Business (WOB) and Section 3 Activities

Executive Orders 12432 and 11625 require all Federal agencies to promote MBE, including women owned businesses, participation in their programs. The next MBE report, Contract and Subcontract Activity, covers the period of October 1, 2017 - September 30, 2018. As indicated on the form, the required submission date is within 10 days of September 30th each year.

Section 3

You are also urged to expand your efforts in complying with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135. Section 3 provides that to the greatest extent feasible opportunities of employment and training be given to lower income residents of the project area and contracts be awarded to businesses located in or owned, substantially by residents of the project area. All direct recipients of HUD funding covered by Section 3 must submit Form 60002 annually. All reports must be submitted in the Section 3 Performance Evaluation and Registry System (SPEARS). The Section 3 Report is due 90 days at the end of each Consolidated Plan grantee's program year and is requested at the time of submission of the Consolidated Annual Performance and Evaluation Report. For more information on access to SPEARS, please go to the following website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

Plan's Overall Assessment

The 2018 Consolidated Annual Action Plan was successfully submitted in a timely manner and contains all the required components as specified at 24 CFR Section 91.220. The Action Plan is for the fourth year of the 2015-2020 Consolidated Plan. The Plan contains all the required components as specified by the Consolidated Plan regulations. The initial public hearings to solicit input regarding community needs for the Action Plan were held on February 9, 2018 and February 14, 2018. A draft of the proposed Action Plan was made available to the public on April 9, 2018. Two public hearings were held to solicit comments on the draft Action Plan on April 13, 2018 and May 10, 2018. The final hearing for City Council to review the Action Plan was on May 1, 2018. A final comment period was allowed prior to final submission to HUD on May 15, 2018. All comments to date have been requests for funding and general support for the program.

For the 2018 Action Plan, the City has allocated its \$292,614 in CDBG funding to the following activities: \$10,000- Analysis of Impediments to Fair Housing 5-year updates; \$94,091.20- Homeowner Rehab/Emergency Assistance; \$65,000 City Park Improvements; \$10,000-MHCS Homeless Prevention; ~~\$10,000-MHCS Homeless prevention program~~; \$5,000-TVCH CoC HUD HMIS Program; \$50,000-Façade Economic Development Program; and \$58,522.80 for Administrative. The City of Morristown's three goals are to provide decent affordable housing, to create a suitable living environment, and to expand economic opportunities.

Funding Approval/Agreement

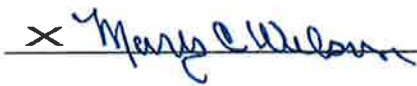
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Morristown	3a. Grantee's 9-digit Tax ID Number 626000369	3b. Grantee's 9-digit DUNS Number 079026779
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 W. First North Street Morristown, TN 37816	4. Date use of funds may begin (07/01/2018)	
	5a. Project/Grant No. 1 B-18-MC-47-0013	6a. Amount Approved \$292,614.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Mary C. Wilson		Grantee Name City Of Morristown	
Title CPD Director		Title	
Signature 	Date (08/07/2018)	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (05/15/2018) 9b. Date Grantee Notified (08/07/2018) 9c. Date of Start of Program Year (07/01/2018)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development			
Block Grant		FY (2018)	FY (2017)
a. Funds Reserved for this Grantee		\$292,591.00	\$ 23.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			
12a. Amount of Loan Guarantee Commitment now being Approved N/A		12b. Name and complete Address of Public Agency City Of Morristown 100 W. First North Street Morristown, TN 37816	
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.		12c. Name of Authorized Official for Designated Public Agency	
		Title	
		Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

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- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval/Agreement


Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Morristown	3a. Grantee's 9-digit Tax ID Number 626000369	3b. Grantee's 9-digit DUNS Number 079026779
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 W. First North Street Morristown, TN 37816	4. Date use of funds may begin (07/01/2018)	
	5a. Project/Grant No. 1 B-18-MC-47-0013	6a. Amount Approved \$292,614.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Mary C. Wilson		Grantee Name City Of Morristown	
Title CPD Director		Title	
Signature 	Date (08/07/2018)	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (05/15/2018) 9b. Date Grantee Notified (08/07/2018) 9c. Date of Start of Program Year (07/01/2018)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development			
Block Grant		FY (2018)	FY (2017)
a. Funds Reserved for this Grantee		\$292,591.00	\$ 23.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			
12a. Amount of Loan Guarantee Commitment now being Approved N/A		12b. Name and complete Address of Public Agency City Of Morristown 100 W. First North Street Morristown, TN 37816	
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.		12c. Name of Authorized Official for Designated Public Agency	
		Title	
		Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

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<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
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Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
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highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

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Funding Approval/Agreement

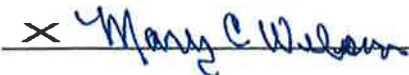
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Morristown	3a. Grantee's 9-digit Tax ID Number 626000369	3b. Grantee's 9-digit DUNS Number 079026779
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U.S. Department of Housing and Urban Development (By Name) Mary C. Wilson		Grantee Name City Of Morristown	
Title CPD Director		Title	
Signature 	Date (08/07/2018)	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (05/15/2018)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (08/07/2018)		
		9c. Date of Start of Program Year (07/01/2018)		
11. Amount of Community Development				
Block Grant		FY (2018)	FY (2017)	FY ()
a. Funds Reserved for this Grantee		\$292,591.00	\$ 23.00	
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Morristown 100 W. First North Street Morristown, TN 37816
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
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Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

24 CFR 570

form HUD-7082 (5/15)

[Return to Agenda](#)

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
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<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:		4. Applicant Identifier: TN471326MORRISTOWN
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: B-18-MC-47-0013
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Morristown		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 62-6000369		*c. Organizational DUNS: 079026779
d. Address:		
*Street 1: 100 West First North St. Street 2: _____ *City: Morristown County: Hamblen *State: Tennessee Province: _____ *Country: USA *Zip / Postal Code 37816		
e. Organizational Unit:		
Department Name: Finance		Division Name: Community Development
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. *First Name: Tracy Middle Name: _____ *Last Name: Stroud Suffix: _____		
Title: Community Development Coordinator		
Organizational Affiliation: Staff		
*Telephone Number: 423-585-1834		Fax Number: 423-585-4679
*Email: tstroud@mymorristown.com		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

HUD

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

***12 Funding Opportunity Number:**

14.218

*Title:

Community Development Block Grants/Entitlement Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Morristown, Hamblen County, Tennessee

***15. Descriptive Title of Applicant's Project:**

Homeless Management Information System, city park improvements, homeowner rehab and emergency repair, façade program economic development, non-profit capacity building, and homeless prevention.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: 1

*b. Program/Project: 1

17. Proposed Project:

*a. Start Date: 7-1-18

*b. End Date: 6-30-19

18. Estimated Funding (\$):

*a. Federal \$292,614

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr.

*First Name: Anthony

Middle Name:

*Last Name: Cox

Suffix:

*Title: City Administrator

*Telephone Number: 423-581-0100

Fax Number: 423-585-4679

* Email: tc Cox@mymorristown.com

*Signature of Authorized Representative: 

*Date Signed: 6-12-18

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (Specify): 	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-025 for California 5 th district, CA-212 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e., all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required) Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the 	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application. Enter the name (First and last name required), organization's affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State (intergovernmental) review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.																								
		20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.																								
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="0"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

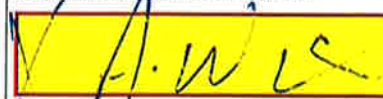
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Administrator
APPLICANT ORGANIZATION City of Morristown	DATE SUBMITTED 5-22-18

SF-424D (Rev. 7-97) Back

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MORRISTOWN, TN AND COUNTY OF HAMBLLEN, TN**

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 17TH day of August, 2018, by and between The COUNTY of HAMBLLEN acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of MORRISTOWN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hamblen County, State of Tennessee, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$ 0 from the JAG award for the 2018 Byrne Justice Assistance Grant Program Award; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1: COUNTY agrees to pay CITY a total of \$ 0 of JAG funds.

Section 2: COUNTY agrees to use \$13,472 for the 2018 Byrne Justice Assistance Grant Program Award until September 30, 2019.

Section 3: Each party entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MORRISTOWN, TN

COUNTY OF HAMBLLEN, TN

City Mayor

County Mayor

ATTEST:

ATTEST:

City Secretary

County Clerk

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2019

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **19000549-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**KONE INC
2933 NORTHWEST PARK DRIVE

KNOXVILLE, TN 37921**S
h
i
p
t
o**City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
423-584-3377		000-000-0000		19000618	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
08/28/18	011325				41610	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			1.00	32932.00000	32,932.00
	ELEVATOR UPGRADES TO INCLUDE FIXTURES, CPU UPGRADE AND SOFT STARTER			EACH		
	43120-399					32,932.00
					PO Total	32,932.00

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA**VENDOR COPY**_____
Authorized Signature_____
Date_____
Authorized Signature_____
Date[Return to Agenda](#)



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OF BOARD/COMMISSION
MEMBER

DATE: August 31, 2018

The following Board/Commission Members term will expire on August 31, 2018. This is a City Council appointment and/or re-appointment scheduled for the September 4, 2018, City Council meeting.

Morristown Regional Airport Commission

Term Expiring: Frank McGuffin, this member has been contacted by staff and would like to be considered for re-appointment.

This appointment/re-appointment is for a five (5) year term that will expire on August 31, 2023.



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OF BOARD/COMMISSION
MEMBERS

DATE: August 31, 2018

The following Board/Commission Member(s) terms will expire on September 18, 2018. This is a Mayor nominated City Council approved appointment and/or re-appointment scheduled for the September 4, 2018, City Council meeting.

Tree Board

Terms Expiring: Wanda Neil, this member is currently serving her last term and is not eligible for re-appointment.

Barbara Garrett, this member has been contacted by staff and would like to be considered for re-appointment.

These appointments are for three (3) year terms that will expire on September 18, 2021.