

**WORK SESSION
MARCH 19, 2019
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MARCH 19, 2019
5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Mike Cutshaw, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. March 5, 2019

6. PROCLAMATIONS/PRESENTATIONS

1. Presentation of check for Project Graduation

**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. 3629

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of certain properties located along Progress Parkway and South Davy Crockett Highway/25E from Heavy Industrial (HI) to Tourist Accommodation (TA)}.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Controls), Amending Chapter 2, Section 14-203, Definitions of the Morristown Municipal Code.

{Public Hearing April 2, 2019}

9-c. Awarding of Bids/Contracts

1. Approval of Change Order No. 2 for Public Works Project Phase I in the amount of \$433,551.76 on contract with East Tennessee Turf and Landscape.
2. Approval to reject bids submitted for Tennis Courts.
3. Approval of Contract Amendment with McGill & Associates for Freddie Kyle Trail Phase 4 Construction Phase Services in the amount of \$40,000.
4. Approval of Purchase Order #19002015-00 in the amount of \$19,486 to Gulf States Distributors, Inc. for taser purchase for the Morristown Police Department.
5. Approval of Sponsorship Agreement between the City of Morristown and Dicks Sporting Goods.
6. Approval of Contract between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and Mattern and Craig Associates for the Bicycle and Pedestrian Plan.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

March 28, 2019	Thursday	7:00 p.m.	Community/Council Listening Roundtable
April 2, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 2, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 16, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting Review
April 16, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
April 16, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2109	Friday		City Employee’s Holiday - Good Friday
May 7, 2019	Tuesday		City Election Day
May 7, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 7, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 13, 2019	Monday	5:00 p.m.	“Sine Die” – Swear in of Councilmembers & Mayors
May 21, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting Review
May 21, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
May 21, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 4, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 4, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 18, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 18, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA

MARCH 19, 2019

1. Tennessee College of Applied Technology (TCAT) Update
2. Health Benefits – Mark III

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
March 5, 2019**

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, March 5, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Chris Bivens, absent; Tommy Pedigo.

Pastor John Paul Freitag, Senior Chaplain, Morristown Police Department led in the invocation and Councilmember Dennis Alvis led the “Pledge of Allegiance”.

Councilmember Alvis made a motion to approve the February 19, 2019, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney announced that Agenda Item 9.c.6. Approval of Contract between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and Mattern and Craig Associates for the Bicycle and Pedestrian Plan has been postponed to the March 19, 2019 Council meeting.

A Public Hearing was held relating to Ordinance 3628; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3628 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3628

An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 3 (R-1 Single Family Residential District), Chapter 4a (Rd-1 Moderate Density Single Family Residential District) and Chapter 6 (R-2 Medium Density Residential District) of the Morristown Municipal Code.

A Public Hearing was opened relating to Ordinance 3629 and upon request the Public Hearing was then recessed to reconvene on March 19, 2019.

Ordinance No. 3629

An Ordinance of the City Council of Morristown, Tennessee, Amending the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of certain properties located along Progress Parkway and South Davy

Crockett Highway/25E from Heavy Industrial (HI) to Tourist Accommodation (TA)).

A Public Hearing was held relating to Ordinance 3630; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3630 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3630

An Ordinance of the City Council of Morristown, Tennessee, to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of West Park Commons, Lot 7R located along Old Highway 11E}.

Councilmember Alvis made a motion to approve Resolution No. 04-19. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

RESOLUTION NO. 04-19

A resolution of the city of Morristown, authorizing the application for the 2019 Federally Funded Home Grant for housing rehabilitation for low income households

WHEREAS the City Council of Morristown recognizes the need for housing rehabilitation for low income residents residing within the city; and

WHEREAS the City Council of Morristown desires to provide housing rehabilitation services to these residents; and

WHEREAS the City Council of Morristown understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

NOW THEREFORE BE IT RESOLVED, that the City Council of Morristown does hereby authorize the Mayor of Morristown to file an application for 2019 HOME funds with Tennessee Housing Development Agency (THDA) not to exceed \$500,000.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

Adopted and approved this 5th day of March 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution No. 05-19. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

RESOLUTION NO. 05-19

A Resolution of the City Council of Morristown, Tennessee, urging the Tennessee Legislature and Governor Bill Lee to adopt a state historic tax incentive, titled The Main Street Historic Rehabilitation and Tourism Revitalization Act

WHEREAS, thirty-five states offer tax incentives for rehabilitation of income-producing historic structures, including every state surrounding Tennessee; and;

WHEREAS, these rehabilitation incentives consistently demonstrate a strong return on investment in other states; and

WHEREAS, adoption of a state historic tax credit will enable the City of Morristown, Tennessee and other communities in the state of Tennessee to compete with neighboring states for investment in revitalizing historic structures and to spur economic activity throughout the state; and

WHEREAS, adoption of a state historic tax credit will be particularly beneficial for the City of Morristown, Tennessee, since its downtown commercial core has an abundance of historic buildings that contribute to the character and culture of the city and its appeal as a place to live; and

WHEREAS, a state historic tax incentive would offer investors in Morristown, Tennessee, a credit on approved rehabilitation of historic structures; and

WHEREAS, a state historic tax incentive could be combined with the 20 percent federal historic tax credit to improve the return on investment for approved rehabilitation of historic income-producing properties; and

WHEREAS, between fiscal years 2002 and 2017, the federal historic tax credit enabled the completion of 190 rehabilitation projects in the State of Tennessee; and

WHEREAS, Tennessee's historic rehabilitation tax incentive will require the private sector to make an initial investment and the state will not award any credits until a building's rehabilitation is certified; and

WHEREAS, redeveloping underutilized and vacant historic buildings puts them back into productive use, increases their value for property tax purposes, and reduces the potential for codes enforcement issues, as well as vandalism and other crimes involving those underutilized and vacant historic buildings; and

WHEREAS, these economic development incentives create highly paid local jobs that often require craftsmen skilled at repairing historic windows, plaster, masonry, and flooring; and

WHEREAS, historic tax incentives will enhance Tennessee's tourism economy because heritage tourists typically stay longer and spend more money when compared with other travelers; and

WHEREAS, for the reasons set out above, the Crossroads Downtown Partnership urges the City Council of the City of Morristown, Tennessee to express its support for The Main Street Historic Rehabilitation and Tourism Revitalization Act.

NOW, THEREFORE BE IT RESOLVED that the City of Morristown, Tennessee, that the City Council urges the Tennessee Legislature and the Governor of Tennessee to adopt a state historic tax incentive, titled **The Main Street Historic Rehabilitation and Tourism Revitalization Act**, or such substantially similar legislation as may be introduced under a different caption.

This Resolution shall be effective from and after its adoption.

Adopted on this the 5th day of March 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve the contract between Merit Construction Inc. and the City of Morristown for the City Center Plaza Garage in the amount of \$2,764,000. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the contract between the City of Morristown and Population Health and Sports Technology Centers, Inc. (PHAST Centers) for Food and Beverage Concessions for the Parks and Recreation Department. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the purchase one TSR60 Tiger Side Mower Deck via Statewide Contract #242 in the amount of \$9,979. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Contract Amendment No. 4 between the City of Morristown and Design Innovation Architects (DIA) for the City Center Plaza Project, Phase 4 Design Services in the amount of \$94,000. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the surplus of 67 Mobile Data Terminals. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Cherokee Crossing, LLC (Chili’s Grill and bar). Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the hiring of Tyler Harbin as an entry level Patrol Officer for the Morristown Police Dept. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the surplus (retirement) of K-9 Dano from the Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox reported on stormwater and the recent flooding. He commended Stormwater Coordinator Michael Poteet and staff for their quick and diligent response to action concerning the rain and flooding issues across the city.

Mayor Gary Chesney announced the next Community Roundtable will be held on March 28, 2019 at Panther Springs Methodist Church.

Mayor Chesney adjourned the March 5, 2019 City Council meeting at 5:31 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3629

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {Rezoning of certain properties located along Progress Parkway and South Davy Crockett Highway/25E from Heavy Industrial (HI) to Tourist Accommodation (TA)}

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

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to R-3 (Heavy Density Residential);

To include Lot 1 of The Downs at Wallace Farms Phase IV-A as recorded in Plat Book K, page 58; and to include Lot 3 of The Downs at Wallace Farms Phase IV-A as recorded in Plat Book L, page 190; and to include that entirety of real estate, the point of beginning being the intersection of the western right-of-way line of Steeplechase Lane with Progress Parkway, following this line northeast to its terminus with the centerline of the Wallace Hardware driveway, thence travelling southeast along this same centerline to its terminus with the western right-of-way line of 25E, thence travelling southwest along this same right of way line to its terminus with Lot 2 Phase IV-A in the Downs at Wallace Farms, thence travelling northwest, following the lot lines of Lot 2 to their intersection again with 25E, which will exclude Lot 2 from this boundary; thence continuing along the western right of way line of 25E to its intersection with the north right of way line of Progress Parkway, thence travelling northwest along this same line to the point of beginning; the sum total of all lands to being rezoned from HI to TA being approximately 11.10 acres in size;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used Tourist Accommodation uses exclusively.

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

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

Passed on first reading the 19th day of February 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 19th day of March 2019.

Mayor

ATTEST:

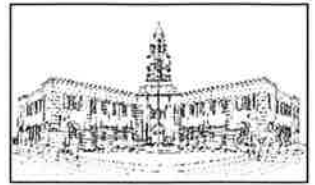
City Administrator



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SN*
DATE: March 19, 2019
SUBJECT: Text Amendment, First Reading – Chapter 2, 14-203 DEFINITIONS - Family

BACKGROUND:

This is a staff-initiated amendment to include a definition of “FAMILY”.

Recently, our Code Enforcement Officers received a complaint that a large number of individuals were living in a house on the west end of town. When they arrived, they found that the basement and garage had been converted into make shift bedrooms. They discovered that not less than eight adults living on the property. The property owner was sent a Notice of Violation citing numerous violations ranging from unsafe wiring, lack of smoke detectors, and failing to meet minimum square footage for bedrooms. However, staff was concerned that if the home was brought up to code, this living arrangement could continue.

Staff feels that this type living arrangement is not appropriate in a single-family neighborhood. Unfortunately, there is nothing in the Zoning Ordinance to prevent it. The best way to regulate this would be to include a definition of “family” which would define the type of living arrangement that could live in a “single-family” unit.

Staff reviewed a number of city ordinances from around East Tennessee (see attached) and found that the number of unrelated individuals allowed ranged between three and six. The majority of the ordinances limited it to no more than five adults. Staff is proposing the following definition of “family”.

FAMILY is defined for the purpose of this ordinance as one or more person(s) that are related by blood, marriage, adoption, legal guardianship, or not more than (5) five unrelated adults.

The Planning Commission voted unanimously to approve the proposed amendment.

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

Other Jurisdictions Zoning Code Definition of Family

Johnson City TN -- *Family* means one or more related persons or a group of not more than three persons who are mutually unrelated by blood, marriage, legal adoption, or legal guardianship. In multi-family dwellings in the R-6 district, the number of unrelated persons may increase to four persons provided that the allowable density is reduced to 18.75 units per acre. Domestic workers employed on the premises are not counted as part of the family.

Bristol, TN FAMILY - One or more individuals occupying a dwelling unit, or a group of not more than 5 persons who are not related by blood or marriage, and living as a single household unit.

Kingsport, TN Family - means a person living alone or two or more persons customarily living together as a single housekeeping unit and using common cooking facilities, but not including a group occupying a hotel, club, boarding house, lodging house, fraternity or sorority house, institution for human care or other similar building.

Greeneville Family: One or more persons occupying a single dwelling unit, provided that unless all members are related by blood or marriage, no such family shall contain over five (5) persons, but further provided that domestic servants employed on the premises without being counted as a family or families.

Knoxville, TN *Family*: The heads of household plus persons who are related to the heads of the household (and any domestic employees thereof). These relationships may be of the whole or half blood, by adoption, guardianship, including foster children, or through a marriage to a person with such a relationship with the heads of household.

Mountain City, TN - Family – One or more persons occupying a single dwelling unit, provided that unless all members are related by blood or marriage to such family shall contain over five (5) persons, but further that domestic servants employed on the premises without being counted as a family or families.

Murfreesboro, TN Family: In addition to customary domestic servants, either (a) an individual or two or more persons related by blood, marriage or adoption, maintaining a common household in a dwelling unit; or (b) a group of not more than four persons who are not related by blood, marriage, or adoption, living together as a common household in a dwelling unit, or (c) a group of not more than eight unrelated persons with disabilities, as defined by applicable federal law, which includes at least one (1) additional person (and may include a total of three (3) additional persons) acting as support staff or guardians, who need not be related to any of the persons with disabilities residing in the home, living together as a common household in a dwelling unit.

Note: Persons (i) who have been convicted of a crime involving violence, (ii) who have been convicted of unlawfully manufacturing or distributing any illegal drug or controlled substance, (iii) who are registered or are required to be registered as sex offenders, (iv) who are currently illegally using a controlled substance, and / or (v) whose tenancy would constitute a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others shall not be deemed to be persons with disabilities for purposes of this definition solely by virtue of that status.

Oak Ridge- FAMILY: An individual, or two or more persons related by blood or marriage, or a group of not more than five (5) persons who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling unit

Cookeville - FAMILY. In zoning districts permitting only single-family residential dwelling units a family is defined as one (1) or more persons mutually related by blood, marriage, legal adoption, or legal guardianship occupying a single-dwelling unit and living as a single housekeeping unit, together with incidental domestic servants, temporary non-paying guests and with no more than one (1) additional person who is mutually unrelated by blood, marriage, legal adoption, or legal guardianship. In zoning districts permitting two-family and/or multi-family residential dwelling units a family is defined as one (1) or more persons mutually related by blood, marriage, legal adoption, or legal guardianship occupying a single-dwelling unit and living as a single housekeeping unit, together with incidental domestic servants, temporary non-paying guests and with no more than three (3) additional persons who are mutually unrelated by blood, marriage, legal adoption, or legal guardianship. A family is further distinguished as not consisting of a group occupying a boarding house, rooming house, lodging house, club, fraternity, sorority, or hotel.

Mt. Juliet *Family* [means] one of the following:

- A. An individual, or two or more persons occupying a dwelling unit and living as a single independent, nonprofit housekeeping unit, together with incidental domestic servants and temporary nonpaying guests.
- B. A group of not more than six unrelated persons living together as a single nonprofit housekeeping unit.
- C. Four or more persons occupying a dwelling unit and living as a single, nonprofit housekeeping unit, if said occupants are handicapped persons, as defined by Title VIII, of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Such unrelated individuals shall have the right to occupy a dwelling unit in the same manner and to the same extent as any family unit as defined herein.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL),
AMENDING CHAPTER 2, SECTION 14-203 DEFINITIONS 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, Section 14-203 DEFINITIONS be amended to include a
definition of FAMILY stating:

Section 14-203, DEFINITIONS

**FAMILY is defined for the purpose of this ordinance as one or more
person(s) that are related by blood, marriage, adoption, legal
guardianship, or not more than (5) five unrelated adults.**

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 the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

March 13, 2019

Mr. Joey Barnard, Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814

RE: Change Order #2 Recommendation

Enclosed herewith please find a copy of the contractor's pricing regarding the above referenced Change Order. We have reviewed the pricing and shared the reported quantities to the testing agency employed by the City and they found the quantities to be reasonable.

This change was required to remediate several sinkholes which opened up unexpectedly during construction activities and outside the contractor's control. Significant undercutting had to be conducted to perform said remediation along with adding additional geotextile fabric, choker stone and flowable fill material. The additional materials needed exceeded the remaining balance in the contract necessitating this change order. Other minor items associated with this change order were changes to sewer pipe material as requested by the reviewing agencies.

We recommend that you approve the change order for the proposed increase in Contract Sum for an amount of \$433,551.76.

Sincerely,



Michael Black, P.E.
Vice President - Engineering

Attachments:

- Contractor Pricing
- Email for Geo Services

RE: quantities

1 message

Chris Haynes <chaynes@geoservicesllc.com>

Tue, Mar 12, 2019 at 10:22 AM

To: Chris Camp <ccamp@lose.design>, "mblack@lose.design" <mblack@lose.design>

Cc: Ros Kingery <rkingery@geoservicesllc.com>, Nathan Turner <nturner@geoservicesllc.com>

Chris,

After reviewing our field reports and revisiting the site to verify and estimate the size of the dropouts, the quantities submitted appear to be reasonable. I have attached the field reports associated with the dropouts and although they do not have quantities, the pictures show the size of the excavation to rock. In these areas, "chocker stone" was used from the top of the inverted filter (bottom of the previously installed pipe) to subgrade elevation. Naturally the excavation at the surface was much wider than the bottom.

If you have any questions, please feel free to call or ask.

Thank you,

Christopher R. Haynes, P.E.

Project Manager



GEOServices, LLC

2561 Willow Point Way

Knoxville, TN 37931

(865) 803-9395 mobile

(865) 539-8242 office

(865) 539-8252 fax

email: chaynes@geoservicesllc.com

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East Tennessee Turf & Landscape
715 White Oak Circle
Morristown, TN 37814
423-273-1189

Morristown Public Works
SINKHOLES

Sinkhole #1 1/31/19					
8oz Geotextile Fabric	900	SY	\$ 8.00	\$ 7,200.00	
Crusher Run Choker Stone	510	TON	\$ 30.00	\$ 15,300.00	
RIP/RAP Choker Stone	46	TON	\$ 30.00	\$ 1,380.00	
UnderCut Soil	811	CY	\$ 10.00	\$ 8,110.00	
					\$ 31,990.00
Sinkhole #2 2/1/19					
8oz Geotextile Fabric	1100	SY	\$ 8.00	\$ 8,800.00	
Crusher Run Choker Stone	636	TON	\$ 30.00	\$ 19,080.00	
RIP/RAP Choker Stone	69	TON	\$ 30.00	\$ 2,070.00	
UnderCut Soil	985	CY	\$ 10.00	\$ 9,850.00	
					\$ 39,800.00
Sinkhole #3 2/19/19					
8oz Geotextile Fabric	990	SY	\$ 8.00	\$ 7,920.00	
Crusher Run Choker Stone	742	TON	\$ 30.00	\$ 22,260.00	
RIP/RAP Choker Stone	66	TON	\$ 30.00	\$ 1,980.00	
UnderCut Soil	1111	CY	\$ 10.00	\$ 11,110.00	
					\$ 43,270.00
December 6, 2018 & February 26, 2019 Undercut Driveway 6" due to excessive rain					
Tensar GEO Grid	1565	SY	\$ 8.00	\$ 12,520.00	
#2 Choker Stone	303.25	TON	\$ 30.00	\$ 9,097.50	
Undercut Removal	261	CY	\$ 10.00	\$ 2,610.00	
					\$ 24,227.50
Sinkhole #4 March 1, 2019 @ Dr. Mellings Office Sign					
8oz Geotextile Fabric	84	SY	\$ 8.00	\$ 672.00	
#2 Choker Stone	23	TON	\$ 30.00	\$ 690.00	
Undercut Removal	26	CY	\$ 10.00	\$ 260.00	
					\$ 1,622.00
Sinkhole #5 March 4, 2019 @ Catch Basin D2					
FLOW FILL	9	CT	\$ 100.00	\$ 900.00	
#2 Choker Stone	26	TON	\$ 30.00	\$ 780.00	
					\$ 1,680.00
Sinkhole #6 March 4, 2019 @ Catch Basin D16					
FLOW FILL	20	CY	\$ 100.00	\$ 2,000.00	
8oz Geotextile Fabric	533	SY	\$ 8.00	\$ 4,264.00	
Undercut Removal	278	CY	\$ 10.00	\$ 2,780.00	
#2 Choker Stone	234	TON	\$ 30.00	\$ 7,020.00	
					\$ 16,064.00
					\$ 158,653.50

Plus ADD 842 TONS on the TOTAL for SHOT ROCK UNIT PRICES **\$ 10,525.00**

GRAND TOTAL \$ 169,178.50

East Tennessee Turf & Landscape
715 White Oak Circle
Morristown, TN 37814
423-273-1189

Morristown Public Works
Change Order #2

Change Durham Road Entrance to 8" Concrete w/ Wire & Fiber	2260	SF	\$ 12.75	\$ 28,815.00	
					\$ 28,815.00
Change 24" HDPE HP to 30" HDPE HP per TDEC Issued Plans	760	LF	\$ 40.01	\$ 30,407.60	
					\$ 30,407.60
Undercut Areas (Sinkholes)	32000	CY	\$ 10.00	\$ 320,000.00	
<i>(ETTL to remove Half of Spoils and shape stockpile)</i>					\$ 320,000.00
Change 8" SDR 35 Sewer to 8" DIP 401 Protector Sewer Line #2	160	LF	\$ 26.70	\$ 4,272.00	
Change 8" SDR 35 to SDR 26 Sewer Pipe Line #1 Trunk Line	975	LF	\$ 1.75	\$ 1,706.25	
Change 6" SDR 35 to SDR 26 Sewer Pipe Laterals Line #1	600	LF	\$ 1.30	\$ 780.00	
Change 8" SDR 35 to SDR 26 Sewer Pipe Line #2 Trunk Line	440	LF	\$ 1.75	\$ 770.00	
Change 6" SDR 35 to SDR 26 Sewer Pipe Line #2 Laterals	240	LF	\$ 1.30	\$ 312.00	
					\$ 7,840.25

Change Order #2 Total Amount	\$ 387,062.85
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February 28, 2019

City of Morristown
100 West 1st North Street
Attn: Ashley Ahl
Morristown, TN 37814

Re: **Responsive Bidder Recommendation** for:
Frank Lorino Park Tennis Courts
DIA Project Number: 18134 File: J05

Dear Ms. Ahl,

After review of the single bid received for the above-mentioned project, we recommend that a contract be initiated with Baseline Sports Construction, LLC.

We recommend approval and acceptance of the Base Bid amount of Four Hundred Seventy-Seven Thousand Six Hundred Ninety-Two Dollars and No Cents (\$477,692.00). The bid included construction duration of 250 days.

Just as a reminder, the tennis court scope includes completely new tennis courts constructed on top of the existing tennis courts for all 8 full courts and the half-size practice court. It also includes new court posts and nets, court numbering signage, new benches, and painting the concrete block practice wall.

We have also reviewed the (2) Alternates included with the submitted bid and find both reasonable and recommend acceptance if the City wishes to do so. Alternate #1 is replacement of the tennis court fencing and gates for \$93,922.00. Alternate #2 is replacement of on-grade stairs with railings and sidewalks including new extensions of sidewalks as indicated on the design drawings for \$60,418.00. If the base bid and both alternates are accepted the total construction amount is \$632,032.00.

If you require any additional information, please contact me. Thank you.

Sincerely,
Design Innovation



Rik Norris
Sr. Project Architect

ec: Joey Barnard, COM
Faris Eid, DIA
Greg Campbell, DIA
Nada Kuchinic, DIA



Morristown City Council Agenda Item Summary

Date: March 19, 2019

Agenda Item:

Prepared by: Larry Clark

Subject: McGill & Assoc. Contract Amendment for Construction Phase Services

Background / History: This was approved originally to cover the services provided by McGill & Assoc. during construction activities.

Findings / Current Activity: Because the contract with Summers Taylor was extended, TDOT also needs the contract with McGill & Assoc. to match the same extension dates. \$40,000 is the dollar amount.

Financial Impact: Amount covered with budgeted project.

Action options / Recommendations: Approval of extension

.

Attachments: Contract amendment

March 5, 2019

Larry Clark
City of Morristown
Administrative Services Director
100 West First North Street
Morristown, TN 37814

RE: Freddie Kyle Trail (T.C Greenway – Phase 4)
Contract Amendment – Construction Phase Services
Morristown, TN

Dear Mr. Clark,

Per guidance provided by the Tennessee Department of Transportation (TDOT), McGill Associates, P.A. offers this contract amendment proposal relative to our Freddie Kyle Trail (Phase 4 of the Turkey Creek Greenway) *Consulting Services During Construction*. The scope of work for these services is outlined in Section VII of our Agreement for professional engineering services related to the project and were originally contracted on January 16, 2018. The intent of this amendment is to clarify, per TDOT's request, that construction phase (CEI) services required in addition to those outlined in our base contract for a standard 90-day construction period, will be provided on a cost, plus expenses, basis per the attached Basic Fee Schedule and shall not exceed \$40,000, as long as there are no additional construction extensions.

This proposal, in conjunction with the aforementioned Agreement and previous Sections I-VII authorizations, represents the entire understanding between our firm and the City with respect to this project and may only be modified in writing, signed by both parties. If you find this amendment acceptable, please indicate acceptance by signing and returning one copy for our files. Thank you for your consideration.

Sincerely,
McGILL ASSOCIATES, P.A.



JOHN (JAKE) GREEAR, P.E.
Project Manager

APPROVED:
City of Morristown, Tennessee

By: _____

Title: _____

Date: _____

BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00

Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



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 # **19002015-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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GULF STATES DISTRIBUTOR, INC
P.O. BOX 241387

MONTGOMERY, AL 36124-1387

**S
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T
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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN

37813

Vendor Phone Number 800-223-7869		Vendor Fax Number 334-279-9267		Requisition Number 19002120		Delivery Reference/Contact Diana Morgan			
Date Ordered 03/13/19		Vendor Number 001386		Date Required		Interoffice Delivery		Department/Location 42120	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	X26P CEW model 11002 - Black X26P CEW class III Laser - Qty 17 42120-419				17.00 EACH	1022.00000		17,374.00	
002	X26P Power Magazines - Signal Performance Power Magazine (SPPM) Item number 70116 - Qty 22 42120-419				22.00 EACH	96.00000		2,112.00	
						PO Total		19,486.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.TASER.com

January 1, 2019

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured by TASER International and are only available for purchase through the authorized distributor listed below.

TASER CEW Descriptions

X2™ CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

X26P™ CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

X26E™ CEW

- Integrated ultra-bright LEDs (low intensity illumination)
- Red LASER (used for target acquisition)
- Capable of drive-stun with either a deployed TASER cartridge, or without a TASER cartridge installed.
- Central Information Display (CID): 2-digit LED displays remaining battery energy percentage, burst time, unit temperature, illumination status, and time and date
- Ambidextrous safety switch with Safe "S" and Fire "F" denotation
- Unit stores time, date, burst duration, unit temperature, and remaining battery energy percentage for approximately 2,000 firings. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Capable of audio/video recording with optional TASER CAM recorder
- The trigger activates a 5-second cycle. The cycle can be stopped by placing the safety lever in the down (SAFE) position. Holding the trigger in will continue the discharge beyond 5 seconds.
- Compatible with TASER standard series CEW cartridges

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2™ Models: 22002 and 22003
 - TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549
 - TASER X26P™ Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26 - 1-year extended warranty, item number 26730
 - X26 - 4-year extended warranty, item number 26744
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM™ recorder Model: 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit Model: 26737. This item is only compatible with the X26 CEW.
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. TASER CAM HD is compatible only with the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762

- TASER CAM HD optional 4-year extended warranty, item number 26763
7. Power Modules (Battery Packs) for X26 CEW:
 - Digital Power Magazine (DPM) Model: 26700
 - eXtended Digital Power Magazine (XDPM) Model: 26701
 - Controlled Digital Power Magazine (CDPM) Models: 26702 and 26703
 8. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 9. TASER Dataport Download Kits:
 - Dataport Download Kit for the X26 Model: 26500
 - Dataport Download Kit for the X2 and X26P Model: 22013
 10. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 11. Conductive Target front Model 80000 and Conductive Target back, Model 80001
 12. CEW Holsters:
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26 holster by Blade-Tech Model: 44952
 - Left-hand X26 holster by Blade-Tech Model: 44953
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
GULF STATES DISTRIBUTORS 6000 E SHIRLEY LANE MONTGOMERY AL 36117	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local TASER authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,



Jeff Kukowski
Chief Operating Officer
TASER International, Inc.

Smart, TASER CAM, X2, X26, X26P, and the 'Bolt Within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

EVERY SEASON STARTS AT



Sponsorship Agreement

City of Morristown
Frankie Cox
415 W. Louise Avenue
Morristown, Tennessee 37813
423-586-0260

2/15/19

Dear Frankie Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:	Value
Cash	\$1,000
In-Store(s) Shop Day(s)	N/A

Shopping Day(s) at our **Morristown, TN** store(s) for Organization's participants, coaches and families to receive **20% off** entire purchase (exclusions apply) on the following date(s):

In Store Shop Dates are TBD

Community Youth Sports Kits	\$2,513.65
-----------------------------	------------

Quantity	Value
4	Tee Balls (2 dozen) (\$63.99/each)
7	Baseballs (3 dozen) (\$113.99/each)
4	Pop Up L-Screens (\$149.99/each)
4	Catchers Combo Set – Youth Small (\$149.99/each)
6	Youth Batting Tees (\$19.99/each)
20	Scorebooks (\$6.99/each)

Total Sponsorship Package Value

\$3,513.65

Organization shall provide DSG with the following:

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
4. - DSG logo on marketing materials promoting organizations leagues.
- Banners displayed during tournaments and special programming.

Term

The term of this Agreement shall begin on **3/1/2019** and remain in effect until **12/31/2019** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:

Dick's Sporting Goods, Inc.

Accepted and Agreed:

City of Morristown

Name: Brian Johnson
Community Marketing Manager

Name:
Title:

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable. Any photographs taken by Organization which depicts Sponsors name, brand and logo must be approved by Sponsor prior to use.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.
7. To the extent permitted by law, and specifically in accordance with the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written,

visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

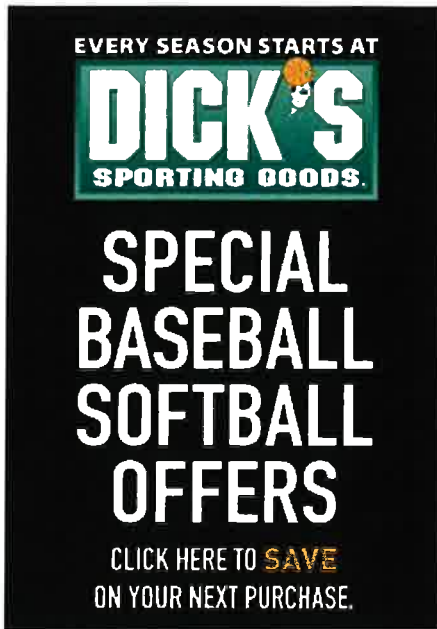
<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Exhibit C - Baseball/Softball E-Coupon

Creating a link from your website to your e-coupon

Image 1:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?offer_entity_code=024179MZ&token=A5GypBHwgv1Ew0gWgwn-uG9zmPNgdOcAFYc1GUCCazLDJEC8OwoZqbvBuOb0gcGHoOLL3XWk6orACJBNZqeA2'><img src='http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg'
```

Image 2:



Download this image:


http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_728x90.jpg

Insert the following source code into your html page:

<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHWgvLEwOgWgWN-
uG9zmPNgdOcaFYclGUCCazLDJECSOWoZqbvBuObOgcGHoOLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport com/dks/images/assets/dsg baseball softball 728x90.jpg'

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: March 13, 2019

Subject: Mattern and Craig Contract for Bicycle Pedestrian Plan

Enclosed is a copy of the contract with Mattern and Craig Associates to do the LAMTPO Bicycle and Pedestrian Plan.

The total amount of the project is \$68,000.00. \$54,000.00 will be paid with CPG federal funds, the local match amount is \$13,600.00

The local match will be paid by the following entities:

Morristown	\$6,664.00
Hamblen County	\$4,624.00
Jefferson City	\$1,768.00
Jefferson County	\$ 544.00

The LAMTPO Executive Board approved the consultant and contract amount at their February 15, 2019 meeting.

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

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

Thank you for your time and cooperation.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other.

Copyright © 2009 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of March 5, 2019 (“Effective Date”) between
City of Morristown, Tennessee on behalf of the Lakeway Area Metropolitan
Transportation Planning Organization (LAMTPO) (“Owner”) and
Mattern & Craig, Inc. (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order and Exhibit C, if included, will indicate the specific services to be performed and deliverables to be provided as well as the Basic and Additional Services to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer’s services, time for performance, Engineer’s compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope of, time for performance for, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

- I. Reimbursable Costs shall meet the requirements of Tennessee Department of Transportation (TDOT) or the strictest requirements of any other funding agencies contributing to the project.

- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C, if included in the Agreement.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. The Engineer agrees, however, that because information in the City's GIS database is based on aerial surveys and is provided on an "as-is" basis, it is the Engineer's responsibility to field-verify the information prior to relying on it.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services

- A. The times for performing services or providing deliverables will be stated in each Task Order and are hereby agreed to be reasonable. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C (if included in the Agreement), and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of an invoice meeting the requirements of this section. *All invoices submitted for payment shall be original hard copies and shall include the following:*
 - 1. *City Project number, City Account Code, and TDOT PIN (if applicable)*
 - 2. *Summary of work completed by consultant for period of invoice, including:*
 - a. *the Task and/or Phase of the project*
 - b. *deliverable(s) provided*
 - c. *design milestone(s) achieved*
 - 3. *Summary of design and/or construction progress for both the invoice period and the overall project, including:*
 - a. *design and/or construction progress for each phase and for the overall project*
 - b. *explanation of any variances from the original schedule and an action plan to return the project to the schedule*
 - 4. *Summaries of design and/or construction budget progress for both the invoice period and the overall project, including:*

- a. design and/or construction budget progress for each phase and for the overall project
 - b. explanation of any variances from the original budget and an action plan to return the project to the budget
- B. Any proposed reallocation of design funds to different phases of the project must be approved by the Owner in writing prior to the work being performed.
 1. Additional written approval must be granted by all funding agencies participating in the project.
- C. For a Project with grant or other agency funding participation:
 1. The Engineer shall be knowledgeable of reimbursement rules of those agencies.
 2. Engineer shall provide notice to the Owner of any tasks or actions which the Owner must undertake to accomplish project funding adjustments.
 3. Within 14 days of receipt of payment from the Owner for services under this Agreement, Engineer shall submit a properly-prepared request for reimbursement of the Owner's payment to the appropriate funding agency or agencies.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and Owner's failure to pay is not as a result of a dispute regarding an invoice, or a portion thereof, pursuant to 4.02.C, then:
 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. Upon notice to Engineer that an invoice, or a portion thereof, is subject to dispute, the parties may immediately commence the dispute resolution process pursuant to Exhibit H. Engineer shall continue performance pursuant to this Agreement while the dispute resolution process is underway.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in

addition to the compensation to which Engineer is entitled under the terms of Exhibit C (if included in the Agreement) and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily

furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
1. Prior to the Effective Date of each Task Order, Owner will make available to Engineer any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order, including the City's current policy regarding Temporary Traffic Control (Exhibit J). Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by or upon the advice of the Engineer.

- I.. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, and signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and should not be relied upon by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, on extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project,

on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Owner and Engineer shall each procure and maintain insurance as set forth in Exhibit G, "Insurance."
- B. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- C. Both parties agree that required insurance will remain in force during the duration of this Agreement and that any lapse in coverage will not relieve the breaching party of liability.
- D. Engineer will maintain Professional Liability coverage for three years after completion of services performed under the terms of any Task Order.
- E. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.
- F. When applicable, the Engineer will incorporate the Owner's insurance requirements for Contractors into the bidding documents. The Engineer, when under contract to perform bidding phase services, will verify that the selected Contractor meets the Owner's insurance requirements.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. In the event that federal and/or state funding is withheld, rescinded, or otherwise made unavailable to the Owner, the Owner shall either suspend or terminate the project immediately.

D. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

E. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of

termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the Task Order or Exhibit C, if included.

6.06 *Controlling Law:*

- A. This Agreement is to be governed by the [laws of the State of Tennessee](#).

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law. [The Parties also agree to set a mediation date during this 30 day period in order to expedite reaching a resolution in the event that negotiation fails.](#)

- B. If the parties fail to resolve a dispute through negotiation or mediation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H but must participate in good faith in the mediation set pursuant to 6.08.A. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from claims, costs, losses, and damages arising out of or relating to this Agreement, any

Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- B. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- C. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the Designated Representative at its address on the signature page and given personally, by e-mail, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or

different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
3. *Agreement*: This Agreement between Owner and Engineer for Professional Services – Task Order Edition including those Exhibits listed in Article 8 and any duly executed Task Order.
4. *Application for Payment*: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid*: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other

federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. *Construction Cost*: The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants*: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period*: The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective*: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

21. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings*: That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement*: The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer*: The individual or entity named as such in this Agreement.
27. *Field Order*: A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner*: The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs*: Polychlorinated biphenyls.
33. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project*: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Radioactive Materials:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings:* The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in the Task Orders.
38. *Resident Project Representative:* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR, if any, will be as set forth in each Task Order.
39. *Samples:* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site:* Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications:* That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. *Specific Project:* An undertaking of Owner as set forth in a Task Order.
44. *Subcontractor:* An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
45. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.

47. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order*: A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs*: The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Exhibit A, Engineer's Services [*NOTE: Services, tasks, and terms in Exhibit A are for reference in preparing specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order*].

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work – NOT INCLUDED

Exhibit F, Construction Cost Limit

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit J, Special Provisions

8.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

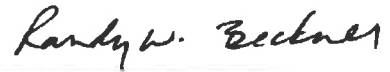
ENGINEER:

By:



Name/Title: Mark Potts, LAMTPO Chair

By:



Name/Title: Randy W. Beckner, P.E.

By:

Name/Title: Gary Chesney, Mayor

Title:

Chairman of the Board

By:

Name/Title: Lauren Carroll, City Attorney

Address for giving notices:

PO Box 1499

Morristown, TN 37816-1499

Address for giving notices:

429 Clay Street

Kingsport, TN 37660

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Rich DesGroseilliers

Title: MTPO Coordinator

Phone Number: 423-581-6277

Facsimile Number: 423-585-4679

E-Mail richd@mymorristown.com

Address:

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Jason Carder, P.E.

Title: Principal/Project Manager

Phone Number: 423-245-4970

Facsimile Number: 423-245-5932

E-Mail jacarder@matternandcraig.com

Address:

Overview of Approach

The Consultant team combines the local expertise of Mattern & Craig with the national expertise of Alta Planning + Design. Alta Planning + Design has completed thousands of bicycle and pedestrian plans across the United States in communities and regions of all sizes, including multiple efforts in the state of Tennessee. The team will lead a highly-effective and seamless planning process that will result in feasible, implementable recommendations. The multi-disciplinary team of planners, engineers, and landscape architecture, with professional TN licensure for both firms, will ensure that the public is engaged in a comprehensive manner and that projects will be evaluated with an engineering eye.

The Consultant team will focus on evaluating need and demand for bicycle and pedestrian facilities through a combination of fieldwork and GIS analysis. The team will also evaluate crashes and safety issues to identify hot spots for improvements. The existing conditions analysis will lead towards the development of recommended network improvements for greenways, bikeways, sidewalks, and roadway crossings. The team will be available to lead multiple public workshops, along with TAC and local presentations. The Draft Plan will be of the highest graphic quality, with clear analysis, recommendations, and implementation guidance.

Scope of Services

TASK 1: PROJECT STEERING COMMITTEE MEETINGS

The Consultant team will lead and facilitate three (3) steering committee meetings, beginning with a Steering Committee kick-off meeting. During the kick-off meeting, the Consultant team will give an overview presentation that describes the scope of work, deliverables, planning process and next steps. The Consultant team will also generate a draft study area base map for use during the meeting. Items to be discussed and accomplished at this kick-off meeting include:

- Develop project vision, goals, and objectives
- Review scope and determine data needs and responsibilities
- Review existing opportunities and issues
- Define types of bicycle and pedestrian facilities and identify existing facilities
- Identify priorities and target areas within the region (map work session)
- Develop and confirm public involvement strategies
- Discuss project evaluation tool

The second committee meeting will focus on the results of the existing conditions analysis (Task 2), the preliminary bicycle and pedestrian network, and on the evaluation and prioritization of bikeway and pedestrian corridors. The third committee meeting will focus on the Draft Plan, including the recommendations for implementation and next steps.

Steering Committee meetings will be timed to coincide with public meetings to maximize travel efficiencies and project budget for this effort. See schedule on page 5 for red text identifying the combinations.

TASK 1 DELIVERABLES:

- *Three committee meetings*
- *Committee input maps*
- *Project Power Point presentations*
- *Meeting summaries*

TASK 2: EXISTING CONDITIONS ANALYSIS

The Consultant team will conduct an inventory and analysis of existing conditions, bicycle and pedestrian infrastructure deficiencies, needs, opportunities, planning efforts, programs, policies, and procedures related to the plan preparation. This task will do the following:

- Review/assess existing plans and programs, demographics and bicycle/pedestrian crash data.
- Evaluate various land uses and activity centers, along with policy considerations to identify potential needs for bicycle and pedestrian connectivity.
- Divide region into manageable sub-areas.
- Review completed GIS inventory and develop working project base map.
- Conduct a simple gap analysis of existing bicycle and pedestrian infrastructure to determine areas in need of new connections or segments in need of upgrade to existing infrastructure.
- Conduct a fieldwork analysis of the MPO's roadways, land uses, and intersections by foot, bicycle, and by car, including a photo inventory, map updates, and an analysis of bicycle, pedestrian, and motorist interactions, and past crash locations.
- Meet with local TDOT staff to understand potential opportunities and constraints as it relates to bikeway and pedestrian implementation on state roadways.

TASK 2 DELIVERABLES:

- *Existing conditions report, including review of existing plans and GIS mapping*
- *Meeting summaries*

TASK 3: PUBLIC INVOLVEMENT

The Consultant team will conduct the following public engagement:

- A web-based public comment form, intended to evaluate resident and visitor perceptions on destinations, challenges, and opportunities for bicycle and pedestrian facilities (also provided in hard copy format).
- Content for a project webpage hosted by LAMTPO (through the LAMTPO website) that provides up-to-date information about the plan, and serves as a method for receiving input from the public.
- Two rounds of public meetings (open house and/or community event) for general public involvement. The first round will be to share general information about the plan, and gather community input on existing conditions. The second event will focus on draft plan recommendations, receiving feedback from the public, and generating further support for the plan. These meetings will need to be geographically distributed (for a grand total of 4, two per round). The meetings will be interactive, allowing opportunities for residents to provide input in multiple ways.
- The Consultant team will provide LAMTPO staff with materials to attend and table events or hold public workshops if desired.
- A draft plan presentation before LAMTPO TAC and Executive Board (to occur during same week as 3rd committee meeting).

TASK 3 DELIVERABLES:

- *Website content*
- *Online and hard copy comment form*
- *Public meeting materials – boards, maps, and slide show*
- *Powerpoint presentation of draft plan presentation*
- *Meeting summaries*

TASK 4: DRAFT BICYCLE AND PEDESTRIAN PLAN

The Consultant team will develop a comprehensive plan integrating all the components listed in the scope of services. The report will document all comments received from the steering committee, general public, staff, and LAMTPO TAC and/or Executive Board. The plan will include recommendations for improving conditions for biking and walking throughout the LAMTPO area and identify strategies to connect to local and regional trail systems. Ultimately, the Plan will result in a coordinated system of greenways, bikeways, sidewalks, and roadway/intersection crossing improvement recommendations. The Plan will also include an overview of benefits focusing on the value and relation of biking and walking to health and economic development impact. The plan's recommendations will specifically address:

- Vision, goals, and objectives
- Existing Conditions summary chapter (that identifies needs, deficiencies, and opportunities)
- Bicycle, pedestrian and greenway corridors (including multiple facility types to fit specific corridor challenges and opportunities)
 - To include potential projects and project priorities broken out by sub-area.
- Safety and security of bicyclists and pedestrians (Safety improvements will be based on the five federal safety performance measures (number of fatalities, rate of fatalities per 100 million vehicle miles traveled (VMT), number of serious injuries, rate of serious injuries per 100 million VMT, and number of non-motorized fatalities and non-motorized serious injuries)
- Consideration of connectivity of bicyclists and pedestrians with other modes, such as transit (including recommendations for access to transit improvements such as bike racks on buses, bike parking)
- Policies (such as bikeway design standards and bike parking requirements), including a review of current municipality and county policies and specific recommendations
- Programs (focused on encouraging biking/walking and safety education and enforcement)
- Facility standards and guidelines (based on local preferences, TDOT standards, and national best practices)
- Prioritization/evaluation tool to determine area project priorities (tool will include, at a minimum, FAST-Act planning criteria and criteria from LAMTPO's Long Range Transportation Plan, as well as feasibility and cost considerations)
- Priority projects and/or intersections (identified through locally determined prioritization criteria). Five project cutsheets will convey the specific issues to consider with project development and include visual renderings. These will also include cost estimates.
- A list and description of recommendations, including a project list
- Plan implementation guidance so that the recommendations are practical and can conceivably be implemented in the near future. Specific instruction on the steps to undertake and parties involved will be provided in an action steps table.
- Evaluation recommendations to evaluate progress of plan implementation
- Potential funding sources (local, regional, state, and federal)
- Documentation of all public input

As described in Task 3, the Consultant team will present the Draft Plan to the TAC and Executive Board.

TASK 4 DELIVERABLES:

- *Draft Plan (PDF)*

TASK 5: CLIENT REVIEW

The Consultant team will meet with LAMTPO staff to review draft documents to see that the project is consistent with the scope of services and meets the client's expectations. This will take place prior to holding the second public open event, allowing time for revisions. The Client will consolidate comments from the staff and general public, and submit one consolidated internally consistent list of comments to the Consultant Team. After incorporating comments from all parties, the Consultant team will provide LAMTPO and its stakeholders with the Final Draft Plan.

TASK 6: FINAL COMPREHENSIVE BICYCLE AND PEDESTRIAN PLAN AND PRESENTATIONS

The Consultant Team will revise the Draft Comprehensive Bicycle and Pedestrian Plan, addressing the revisions requested, and produce a final version of the plan and final deliverables. The final products will be delivered to LAMTPO. Following plan completion, the Consultant Team will provide the following deliverables.

TASK 6 DELIVERABLES:

- Provide high resolution PDF files suitable for hardcopy printing
- Standard resolution PDF files suitable for posting online
- All materials created for steering committee meetings, public meetings, and elected officials
- All meeting summaries, sign-in sheets, comment sheets, monthly project status reports, field work inventories, GIS data, PowerPoint presentations, graphics, illustrations, maps, handouts, photos, and documentation developed and/or generated throughout the planning process.

Estimated Schedule

The Consultant team is flexible with the proposed timeline below and will meet the schedule needs of the LAMTPO.

TASK	TIMEFRAME
Task 1: Committee Meetings	February 2019 – September 2019
<i>Kickoff Meeting</i>	<i>February 2019</i>
<i>2nd Committee Meeting</i>	<i>May 2019</i>
<i>3rd Committee Meeting</i>	<i>August/September 2019</i>
Task 2: Existing Conditions Analysis	February 2019 – March 2019
Task 3: Public Involvement	Ongoing
<i>1st Set of Public Workshops</i>	<i>February 2019</i>
<i>Team on-site for large portion of week to do kickoff meeting and 1st round of workshops</i>	
Task 4: Draft Comprehensive Plan	June/July 2019
<i>2nd Public Workshops</i>	<i>August/September 2019</i>
<i>LAMTPO Presentation</i>	<i>August/September 2019</i>
<i>Team on-site for large portion of week to do 3rd committee meeting, 2nd round of workshops, and LAMTPO presentation.</i>	
Task 5: Client Review	July 2019 - Early September 2019
Task 6: Final Plan	Late September/Early October 2019

Fee and Expenses

The Consultant team will perform the services described above the lump sum fee of \$68,000, to be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the Owner. Any services beyond the scope described above, as requested by the Owner, will be provided at a fee to be negotiated at a later date, as approved by the LAMTPO Executive Board.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 001 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **Mattern & Craig, Inc.**, and “Owner” shall refer to the **City of Morristown, Tennessee, on behalf of LAMTPO.**

OWNER:

ENGINEER:

By:



By:



Name/Title: Mark Potts, LAMTPO Chair

Name/Title: Randy W. Beckner, P.E.

By:

Title:

Chairman of the Board

Name/Title: Gary Chesney, Mayor

By:

Name/Title: Lauren Carroll, City Attorney

Address for giving notices:

PO Box 1499

Morristown, TN 37816-1499

Address for giving notices:

429 Clay Street

Kingsport, TN 37660

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, with respect to each Task Order the Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in each Task Order as required.
- F. Coordinate with Engineer to arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- I. Place and pay for Advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.

- O. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- P. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 5, 2019.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:
 - 1. Method A: Lump Sum
 - 2. Method C: Direct Labor Costs Times a Factor

C2.02 Explanation of Methods

A. Method A – Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method C – Direct Labor Costs Times a Factor

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of 3.4 for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
- 2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
- 3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of June 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of June 1) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.1.

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the

compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 5, 2019.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

Photo-copies	<u>\$ 0.08</u>	per sheet
Full Size Plan Sheets (bond)	<u>0.40</u>	per sheet
Half Size Plan Sheets (bond)	<u>0.20</u>	per sheet
Full Size Plan Sheets (mylar)	<u>5.00</u>	per sheet
Overnight postage – letter	<u>15.00</u>	per shipment
Overnight postage – plans	<u>30.00</u>	per shipment
Mileage (Auto)	<u>0.47</u>	per mile
Parking Fee	<u>8.00</u>	per day
Lodging	<u>77.00</u>	per night
Meals	<u>46.00</u>	per day

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy a Specific Project in whole or in part. ~

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 5, 2019.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit equal to the amount approved by City Council.
- B. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- C. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of Engineer's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A of the Agreement are as follows:

1. By Engineer

a. Workers' Compensation Statutory

b. Employer's Liability –

1) Each Accident	<u>\$100,000</u>
2) Disease, Policy Limit	<u>\$500,000</u>
3) Disease, Each Employee	<u>\$100,000</u>

c. General Liability –

1) Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>
2) General Aggregate	<u>\$2,000,000</u>

d. Excess or Umbrella Liability –

1) Each Occurrence	<u>\$5,000,000</u>
2) General Aggregate	<u>\$5,000,000</u>

e. Automobile Liability –

1) Combined Single Limit (Bodily Injury and Property Damage) Each Accident	<u>\$1,000,000</u>
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f. Professional Liability –

1) Each Claim Made	<u>\$4,000,000</u>
2) Annual Aggregate	<u>\$4,000,000</u>

2. By Owner

a. Workers' Compensation Statutory

b. Employer's Liability –

1) Each Accident	<u>\$100,000</u>
2) Disease, Policy Limit	<u>\$500,000</u>
3) Disease, Each Employee	<u>\$100,000</u>

c. General Liability –

1) General Aggregate	<u>\$2,000,000</u>
2) Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

d. Excess Umbrella Liability –

1) Each Occurrence	<u>N/A</u>
2) General Aggregate	<u>N/A</u>

e. Automobile Liability –

1) Combined Single Limit (Bodily Injury and Property Damage) Each Accident	<u>\$1,000,000</u>
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B. Additional Insureds

1. The Owner shall be listed as an additional insured on all of the following policies which the Engineer has in effect: General Liability, Excess Liability, Umbrella Liability, Environmental Liability, and Automobile Liability.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Liability Insurance Additional Insured status.

C. Workers' Compensation

1. Waiver of Subrogation for the City of Morristown is required.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Workers' Compensation Wavier of Subrogation.
2. The City of Morristown will not accept any owner-partner-member or officer to be excluded from the Workers' compensation coverage except according to Tennessee State law regarding contractors' exemptions.
 - a. A copy of the Workers' Compensation Exemption must be provided with the Certificate of Insurance.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 5, 2019.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mediator or mediation service to be jointly selected and agreed upon by both Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction located in Hamblen County, Tennessee or in the United State Federal Court located in Greeneville, Tennessee.

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 5, 2019.

Special Provisions

Paragraph 6.01E(2) of the Agreement is amended to include the City's current policy regarding Temporary Traffic Control as listed in the City Engineer's Directive #01-11 (please see attached).

City of Morristown

Incorporated 1833

OFFICE OF CITY ENGINEER



CITY ENGINEER'S DIRECTIVE #01-11

Temporary Traffic Control (TTC)

Issued October 5, 2011

Sub 14/5/11

The City of Morristown hereby adopts *Guidelines for Temporary Traffic Control*, 2009 Edition, US Department of Transportation, Federal Highway Administration (Publication No. FHWA-CFL/TD-11-001, January 2011) as the reference for all construction work within the City of Morristown which requires Temporary Traffic Control (TTC).

This reference shall be followed regarding tapers, flagging, warning lights, nighttime operations, arrow panels, channelizing devices, and signs, and all other components of TTC. A copy of the manual shall be maintained on site by each crew performing work which requires TTC.

Contractors' attention is directed in particular to the following applications which are likely to be encountered within the City:

- Lane Closure on Two-Lane Road Using Flaggers (TA-10)
- Lane Closure on Two-Lane Road with Low Traffic Volumes (TA-11)
- Temporary Road Closure (TA-13)
- Work in Center of Road with Low Traffic Volumes (TA-15)
- Lane Closure on Minor Street (TA-18)
- Closure in Center of Intersection (TA-26)
- Sidewalk Detour or Diversion (TA-28)

Note that the reference manual contains scenarios which may be encountered other than those listed above and shall be followed in those situations as well. For situations not addressed in the reference manual, the *Manual of Uniform Traffic Control Devices*, 2009 Edition, shall be followed and a TTC Plan shall be submitted to the City for review and approval before work begins.

Contractors are required to sign this form below and return it to the City Engineer's office prior to the commence of construction activities.

I, Randy W. Beckner (print name), serving as Chairman of the Board (title)
of Mattern & Craig, Inc. (company), have read and understand the information above and
agree to provide Temporary Traffic Control measures as outlined in this directive and referenced materials.

Signature: Randy W. Beckner

Date: 11/14/12

P.O. Box 1499 • Morristown, TN 37816-1499 • Phone (423) 581-0100 • Fax (423) 586-1205

Page 2 of 2

(Exhibit J – Special Provisions)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.

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