

**FINANCE COMMITTEE
December 3, 2019
2:30 p.m.**

**WORK SESSION
December 3, 2019
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
December 3, 2019
5:00 p.m.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Pastor Mark Campbell, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. November 19, 2019

6. PROCLAMATIONS/PRESENTATIONS

1. Welcome the Youth Leadership Morristown Group
2. Voice of the People Award 2019 – Transformation in Built Environment

**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. 3646

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code, Chapter 2, Chapter 8, Chapter 10, Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding Methadone and Substance Abuse Treatment Facilities

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Acceptance of recommendation for Michael Baker International (MBI) to provide consulting services on the Multi-Modal Grant – Sidewalk Improvements Project and to allow Tony Cox, City Administrator to enter into contract negotiations based on terms presented in the Request for Qualifications.
2. Approval of contract with Morristown Roofing in the amount of \$572,821 for Roof Replacement of Morristown Fire Stations #2, #5, #6 and the Morristown City Center.
3. Approval of Agreement with University of Tennessee Libraries Deed of Gifts for time capsule artifacts from Morristown College.
4. Approval of Memorandum of Understanding (MOU) between the Morristown Hamblen EMS (MHEMS) and the Morristown Fire Department (MFD) to allow MFD licensed paramedics to function as TN licensed paramedics and follow MHEMS paramedic protocols with the exception being Rapid Sequence Intubation (RSI) and narcotic usage.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of sale of approximately 0.25 acres in the East Tennessee Valley Industrial District in the amount of \$10,000 per acre to Orbit Industries.
2. Approval of six (6) Entry-Level Patrol Officers, Morristown Police Department.

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:

| | | | |
|------------------------|-----------|-----------|---|
| December 3, 2019 | Tuesday | 2:30 p.m. | Finance Committee Meeting |
| December 3, 2019 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| December 3, 2019 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| December 17, 2019 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| December 17, 2019 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| December 24 & 25, 2019 | Tues/Wed | | City Employee's Holiday Christmas Eve & Christmas Day |
| January 1, 2020 | Wednesday | | City Employee's Holiday New Year's Day |
| January 7, 2020 | Tuesday | 2:30 p.m. | Finance Committee Meeting |
| January 7, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| January 7, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| January 20, 2020 | Monday | | City Employee's Holiday - Martin Luther King Day |
| January 21, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| January 21, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| February 4, 2020 | Tuesday | 2:30 p.m. | Finance Committee Meeting |
| February 4, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| February 4, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| February 18, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review |
| February 18, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |

**WORK SESSION AGENDA
December 3, 2019**

1. None

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 19, 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, November 17, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Robert Montgomery, Chaplain Morristown Fire Department led in the invocation and Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the November 5, 2019 minutes as circulated. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented the Tennessee Urban Forestry Council Award of Excellence in Governance and the Morristown Parks and Recreation Leadership Award of Excellence in Recreation to the Morristown Tree Board.

Councilmember Garrett made a motion to approve Ordinance No. 3646 on first reading and schedule a public hearing relative to final passage of said ordinance for December 3, 2019. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3646

An Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code, Chapter 2, Chapter 8, Chapter 10, Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding Methadone and Substance Abuse Treatment Facilities).

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and LKM Properties, LP, The Downs at Wallace Farm IV, Weigels Truck Center. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Villa West, LLC T. Phillip Carlyle, Villas West II. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

November 19, 2019

Mayor Gary Chesney adjourned the November 19, 2019 Morristown City Council meeting at 5:30 p.m.

Mayor

Attest:

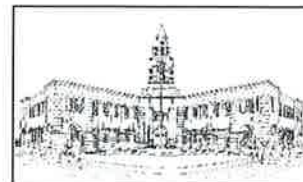
City Administrator

DRAFT

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SN*
DATE: December 3, 2019
SUBJECT: Text Amend. TEXT-2339 – Methadone/Substance Abuse Treatment Facilities

BACKGROUND:

After the August 13th Board of Zoning Appeals meeting, it became apparent that our current definition of methadone/suboxone facilities was unclear and could lead to different interpretations. Methadone and suboxone are two different drugs. Methadone is dispensed on-site and suboxone is dispensed through a prescription. Methadone is a Scheduled II drug and Suboxone is a Schedule III drug and the State has different requirements for both.

Because of this, staff felt that it was time to revisit the definition and all the regulations regarding these drugs/medications. After considerable research looking at other communities, reviewing the American Disability Act, and after consulting with Lauren Carroll, City Attorney, and with our TML attorney, staff is proposing to replace the current definition and requirements for methadone and suboxone clinics with the following amendments.

First, staff is proposing to amend the definition of BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES to exclude substance abuse treatment facilities and second, staff is proposing to separate methadone and suboxone into two separate uses with two separate definitions and requirements.

14-203 DEFINITIONS

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall mean a structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices not including pain clinics, substance abuse treatment facilities or methadone treatment clinics or facilities, and other facilities as may be determined by staff.

METHADONE TREATMENT CLINIC OR FACILITY (scheduled drugs dispensed on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment and distributing or dispensing scheduled drug(s) on-site to individuals who are dependent or addicted to legal or illegal drugs, opiates, alcohol or other similar substances. The obligation of the operations of such a facility to obtain a certificate of need (CON) and license from the State of Tennessee shall create a presumption that the intended use is a non-residential substance abuse treatment facility (scheduled drugs dispensed on-site).

SUBSTANCE ABUSE TREATMENT FACILITY (scheduled drugs dispensed by prescription/not on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the

predominant, substantial, or significant purpose of providing outpatient treatment and counseling or similar services to individuals who are dependent on legal and illegal drugs, opiates, alcohol or other similar substances. Treatments often include suboxone, buprenorphine, and other prescribed medications used to treat opiate addictions. Substance Abuse Treatment facilities does not include Methadone Treatment Clinics or Facilities.

Both Methadone Treatment Clinics and Substance Abuse Treatment Facilities would be permitted as a Use on Review in the following districts:

OMP - Office Medical and Professional District;
IB - Intermediate Business District;
CBD - Central Business District;
LI - Light Industrial District;
HI - Heavy Industrial District; and
TA - Tourist Accommodation District.

USE ON REVIEW requirement

Methadone Treatment Clinic or Facility provided (scheduled drugs dispensed on-site):

1. The facility shall be fully licensed/certified by the appropriate regulating state or federal agency, if required;
2. If a certificate of need (CON) is required, a copy of the CON application shall be submitted to the Board of Zoning Appeals prior to being heard by the Board. The CON shall be obtained as a condition of final approval; no building permits shall be issued or occupancy be allowed prior to the petitioner receiving the CON and license; and presenting them to the Planning Department;
3. The facility shall be located on properties which abut, adjoin, or physically border a collector or arterial street;
4. The petitioner shall provide the Board of Zoning Appeals with information regarding the number of staff to be employed;
5. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
6. The facility shall post a conspicuous sign stating that no loitering is allowed on the property; and
7. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance Abuse Treatment Facilities provided:

1. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees.
2. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
3. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
4. Provide name and phone number of the community relations contact who will respond to complaints.

In addition, Staff is proposing to amend the Parking Regulations to include the following requirement:

14-216-3 OFF-STREET PARKING REQUIREMENT

b. Medical Facilities:

4. Methadone Treatment Clinic or Facility: One (1) off-street space per one hundred (100) square feet of gross floor area plus one (1) space per employee.
5. Substance Abuse Treatment Facility: One (1) parking space per two hundred-fifty (250) square feet of total floor area.

RECOMMENDATION:

The Planning Commission at its November 12th meeting voted unanimously to forward on the proposed amendments to the City Council for approval. Staff recommends approval of the proposed text amendments.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE
CONTROL), OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 8, Chapter 10, and Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding methadone and substance abuse treatment facilities be amended to states:

14-203 DEFINITIONS

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall means structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices not including pain clinics, substance abuse treatment facilities or methadone treatment clinics or facilities, any other facility as may be determined by staff.

METHADONE TREATMENT CLINIC OR FACILITY (scheduled drugs dispensed on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment and distributing or dispensing scheduled drug(s) on-site to individuals who are dependent or addicted to legal or illegal drugs, opiates, alcohol or other similar substances. The obligation of the operations of such a facility to obtain a certificate of need (CON) and license from the State of Tennessee shall create a presumption that the intended use is a non-residential substance abuse treatment facility (scheduled drugs dispensed on-site).

SUBSTANCE ABUSE TREATMENT FACILITY (scheduled drugs dispensed by prescription/not on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment and counseling or similar services to individuals who are dependent on legal and illegal drugs, opiates, alcohol or other similar substances. Treatments often include suboxone, buprenorphine, and other prescribed medications used to treat opiate additions. Substance Abuse Treatment facilities does not include Methadone Treatment Clinics or Facilities.

14-216-3 OFF-STREET PARKING REQUIREMENT

b. Medical Facilities:

4. Methadone Treatment Clinic or Facility: One (1) off-street space per one hundred (100) square feet of gross floor area plus one (1) space per employee.
5. Substance Abuse Treatment Facility: One (1) parking space per two hundred-fifty (250) square feet of total floor area.

USE ON REVIEW in the Chapter 8, Office Medical and Professional District (OMP), Chapter 10, Intermediate Business District (IB), Chapter 11, Central Business District (CBD), Chapter 12, Light Industrial District (LI), Chapter 14, Heavy Industrial District (HI), and Chapter 16, Tourist Accommodation District (TA).

Methadone Treatment Clinic or Facility provided (scheduled drugs dispensed on-site):

1. The facility shall be fully licensed/certified by the appropriate regulating state or federal agency, if required;
2. If a certificate of need (CON) is required, a copy of the CON application shall be submitted to the Board of Zoning Appeals prior to being heard by the Board. The CON shall be obtained as a condition of final approval; no building permits shall be issued or occupancy be allowed prior to the petitioner receiving the CON and licenses and presenting them to the Planning Department;
3. The facility shall be located on properties which abut, adjoin, or physically border a collector or arterial street;
4. The petitioner shall provide the Board of Zoning Appeals with information regarding the number of staff to be employed;
5. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
6. The facility shall post a conspicuous sign stating that no loitering is allowed on the property; and
7. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance Abuse Treatment Facilities provided:

1. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees.
2. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
3. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
4. Provide name and phone number of the community relations contact who will respond to complaints.

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



Morristown City Council Agenda Item Summary

Date: November 26, 2019

Agenda Item: Approval of Request for Qualifications – Sidewalk Improvements Project

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Sidewalk Improvements RFQ

Background/History: The City of Morristown has identified the need to perform sidewalk improvements. The first project is on West Andrew Johnson Highway (US 25E/SR 34) beginning 100' west of West Hampton Boulevard going east to West Morris Boulevard, then going east on West Morris Boulevard to the intersection of Maden Drive, approximately 3.1 miles. The second project is on East Morris Boulevard (SR 34) beginning at the intersection of South Haun Drive going east to South Davy Crockett Highway (US 25E/SR 32), approximately 0.4 miles. The proposed work will include installing and/or replacing existing sidewalk, curb ramps and to install crosswalk striping and pedestrian signals to bring sidewalks into ADA compliance. The proposals were evaluated by a four-member committee. Each member evaluated each proposal independently.

Findings/Current Activity: The RFQ was advertised in the *Citizen Tribune* on October 22, 2019 and on October 24, 2019, in the Knoxville News Sentinel on October 24, 2019. Additionally, the bid was posted to the City of Morristown's website, TDOT's website, and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 2:00 PM on Tuesday, November 12, 2019. We received eight (8) responses.

Financial Impact: This project is funded with federal, state and local funds. Local funds have been appropriated in the 2019-20 fiscal year for the consulting services.

Action options/Recommendations: The selection committee recommends Michael Baker International for approval as the City's engineering consultant for the Sidewalk Improvements project. Council's approval is sought to allow Tony Cox, City Administrator to negotiate a contract with Michael Baker International based on the terms presented in the Request for Qualifications.

Attachments: Ranking Sheet.

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: SIDEWALK IMPROVEMENTS PROJECT
SUMMARY: FIRM RANKINGS

| RANKING | ENTITY |
|---------|-----------------------------|
| 1 | Michael Baker International |
| 2 | LDA Engineering |
| 3 | Barge Design Solutions |

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 8th day of November in the year 2019
(In words, indicate day, month and year.)

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

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

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

Morristown Roofing Company, Inc.
7840 E. Andrew Johnson Hwy., P. O. Box 97
Whitesburg, TN 38891
Phone: 423-235-7046
Fax: 423-235-7048

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

Fire Station #2, #5, #6, and City Hall
Morristown, TN

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

Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902
Phone: 865-637-8540
Fax: 865-544-3840

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101[™]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

| | |
|---|---|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS |

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement shall be the latter of the following:

1. The date in which a Notice to Proceed is received by Morristown Roofing Company, Inc.
2. The date in which a Building Permit is received by Morristown Roofing Company, Inc.
3. The date in which a signed Construction Contract is received by Morristown Roofing Company, Inc.
4. The date in which a letter of appropriated funds is received by Morristown Roofing Company, Inc.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred (100) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Seventy-Two Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$ 572,821.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

No. 01 Pressure Treated Wood Blocking
Replacement

LF (linear feet)

\$1.62

No. 02 – Replace Damaged Metal Decking

SF (square feet)

\$5.00

No. 03 – Extend Pipe Vent Penetrations

EA (each)

\$65.00

No. 04 – Replace Damaged Plywood Decking

SF (square feet)

\$2.50

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Init.

Two-Hundred Fifty Dollars (\$250.00) per calendar day.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 21st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

None

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % One and a half percent monthly

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

None

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Larry ClarkCity of Morristown

100 West First North StreetMorristown, TN 37814423-585-4622Email: accountspayable@mymorristown.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jerry Horner, President

Morristown Roofing Company, Inc.

7840 E. Andrew Johnson Hwy.

Whitesburg, TN 37891

Phone: 423-235-7046

Init.

Email: ashley@morristownroofing.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

None

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

.5 Drawings

| Number | Title | Date |
|--------|--|---------|
| G000 | Cover | 9-16-19 |
| AD101 | Fire Station #5 Demolition Plan & Notes | |
| | Fire Station #5 Demolition Plan & Notes | 9-16-19 |
| AD102 | Architectural General Notes & Legends | |
| | Information | 9-16-19 |
| AG001 | Fire Station #5 Roof Plan & Notes | |
| | Fire Station #6 Roof Plan & Notes | |
| | Fire Station #5 & #6 Roof Details | 9-16-19 |
| A101 | Fire Station #2 Demolition Roof Plan, Roof Plan, & Notes | 9-16-19 |
| A102 | Fire Station #2 Roof Details | |

Init.

| | | |
|------|--|---------|
| A103 | City Hall Demolition Roof Plan & Notes | 9-16-19 |
| | City Hall Roof Plan & Notes | |
| A104 | City Hall Roof Details | 9-16-19 |
| | | |
| A105 | | 9-16-19 |
| | | |
| A106 | | 9-16-19 |
| | | |
| A107 | | 9-16-19 |
| | | |
| A108 | | 9-16-19 |
| | | 9-16-19 |

.6 Specifications

| Section | Title | Date | Pages |
|--------------------|---|---------|-------|
| DIVISION 00 | BIDDING & CONTRACTING REQUIREMENTS | | |
| 000001 | COVER | 9-16-19 | |
| 000107 | SEALS PAGE | 9-16-19 | |
| 000110 | TABLE OF CONTENTS | 9-16-19 | |
| 001116 | INVITATION TO BID | 9-16-19 | |
| 002113 | INSTRUCTIONS TO BIDDERS | 9-16-19 | |
| 002513 | PRE-BID MEETING | 9-16-19 | |
| 004113 | BID FORM | 9-16-19 | |
| 004713 | BID ENVELOPE COVER | 9-16-19 | |
| 005213 | CONSTRUCTION AGREEMENT FORM | 9-16-19 | |
| 006113 | CONTRACT BOND | 9-16-19 | |
| 006143 | THREE YEAR ROOF BOND | 9-16-19 | |
| 007213 | GENERAL CONDITIONS | 9-16-19 | |
| 007316 | SUPPLEMENTARY CONDITIONS | 9-16-19 | |
| DIVISION 01 | GENERAL REQUIREMENTS | | |
| 011100 | SUMMARY OF WORK | 9-16-19 | |
| 011400 | WORK RESTRICTIONS | 9-16-19 | |
| 012100 | ALLOWANCES | 9-16-19 | |
| 012213 | UNIT PRICES | 9-16-19 | |
| 012215 | LIST OF UNIT PRICE ITEMS | 9-16-19 | |
| 012513 | PRODUCT SUBSTITUTION PROCEDURES | 9-16-19 | |
| 012533 | PRODUCT SUBSTITUTION REQUEST FORM | 9-16-19 | |
| 012600 | CONTRACT MODIFICATION PROCEDURES | 9-16-19 | |
| 012620 | WEATHER DELAYS | 9-16-19 | |
| 012625 | WEATHER DELAYS REPORT | 9-16-19 | |
| 012640 | FORM FOR AMENDMENT, CHANGE ORDER, OR DIRECTIVE | 9-16-19 | |
| 012654 | FORM FOR PRICE SUMMARY | 9-16-19 | |
| 012655 | FORM FOR PRICE OF WORK | 9-16-19 | |
| 012656 | FORM FOR PRICE OF TIME | 9-16-19 | |
| 012973 | SCHEDULE OF VALUES | 9-16-19 | |
| 012976 | APPLICATIONS AND CERTIFICATES FOR PAYMENT | 9-16-19 | |
| 013119 | PROJECT MEETINGS | 9-16-19 | |
| 013190 | ADMINISTRATIVE LOGS | 9-16-19 | |
| 013193 | VISITOR LOG | 9-16-19 | |
| 013200 | CONSTRUCTION PROGRESS DOCUMENTATION | 9-16-19 | |
| 013215 | PROGRESS SCHEDULES AND REPORTS | 9-16-19 | |

Init.

| | | |
|--------|--|---------|
| 013300 | SUBMITTAL PROCEDURES | 9-16-19 |
| 014000 | QUALITY REQUIREMENTS | 9-16-19 |
| 014115 | BASIC REGULATORY REQUIREMENTS | 9-16-19 |
| 016225 | PRODUCT OPTIONS | 9-16-19 |
| 017329 | CUTTING AND PATCHING | 9-16-19 |
| 017770 | CLOSEOUT PROCEDURES | 9-16-19 |
| 017821 | CLOSEOUT SUBMITTALS | 9-16-19 |
| 017825 | DATA BINDER RECEIPT | 9-16-19 |
| 017888 | REPORT OF SUBCONTRACTORS AND SUPPLIERS | 9-16-19 |

DIVISION 02 EXISTING CONDITIONS

| | | |
|--------|----------------------|---------|
| 024119 | SELECTIVE DEMOLITION | 9-16-19 |
|--------|----------------------|---------|

DIVISION 03 CONCRETE (NOT USED)

DIVISION 04 MASONRY (NOT USED)

DIVISION 05 METAL (NOT USED)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES

| | | |
|--------|-----------------|---------|
| 061000 | ROUGH CARPENTRY | 9-16-19 |
|--------|-----------------|---------|

DIVISION 07 THERMAL AND MOISTURE PROTECTION

| | | |
|--------|--|---------|
| 071300 | SHEET WATERPROOFING | 9-16-19 |
| 072100 | THERMAL INSULATION | 9-16-19 |
| 073113 | ASPHALT SHINGLES | 9-16-19 |
| 075035 | TOTAL ROOFING SYSTEM WARRANTY INSTRUCTIONS | 9-16-19 |
| 075036 | TOTAL ROOFING SYSTEM WARRANTY | 9-16-19 |
| 075323 | EPDM MEMBRANE ROOFING | 9-16-19 |
| 076200 | SHEET METAL FLASHINGS AND TRIM | 9-16-19 |
| 079005 | JOINT SEALANTS | 9-16-19 |

DIVISION 8 OPENINGS (NOT USED)

DIVISION 9 FINISHES

| | | |
|--------|-------------------|---------|
| 099113 | EXTERIOR PAINTING | 9-16-19 |
|--------|-------------------|---------|

DIVISION 10 SPECIALTIES (NOT USED)

DIVISION 11 EQUIPMENT (NOT USED)

DIVISION 12 FURNISHINGS (NOT USED)

DIVISION 13 SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 CONVEYING SYSTEMS (NOT USED)

DIVISION 21 FIRE SUPPRESSION (NOT USED)

DIVISION 22 – PLUMBING (NOT USED)

DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING

Init.

(HVAC) (NOT USED)

DIVISION 26 ELECTRICAL (NOT USED)

.7 Addenda, if any:

| Number | Date | Pages |
|--------|----------|-----------------------|
| No. 01 | 10-18-19 | 2 plus 1 Drawing A105 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

☐ Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Jerry Horner, President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:16:36 ET on 11/26/2019.

PAGE 1

AGREEMENT made as of the 8th day of November in the year 2019

...

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

...

Morristown Roofing Company, Inc.
7840 E. Andrew Johnson Hwy., P. O. Box 97
Whitesburg, TN 38891
Phone: 423-235-7046
Fax: 423-235-7048

...

Fire Station #2, #5, #6, and City Hall
Morristown, TN

...

Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902
Phone: 865-637-8540
Fax: 865-544-3840

PAGE 2

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement shall be the latter of the following:

1. The date in which a Notice to Proceed is received by Morristown Roofing Company, Inc.
2. The date in which a Building Permit is received by Morristown Roofing Company, Inc.
3. The date in which a signed Construction Contract is received by Morristown Roofing Company, Inc.
4. The date in which a letter of appropriated funds is received by Morristown Roofing Company, Inc.

PAGE 3

☒ Not later than One Hundred (100) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Seventy-Two Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$ 572,821.00), subject to additions and deductions as provided in the Contract Documents.

...

| | | |
|--|-------------------------|----------------|
| <u>No. 01 Pressure Treated Wood Blocking Replacement</u> | <u>LF (linear feet)</u> | <u>\$1.62</u> |
| <u>No. 02 – Replace Damaged Metal Decking</u> | <u>SF (square feet)</u> | <u>\$5.00</u> |
| <u>No. 03 – Extend Pipe Vent Penetrations</u> | <u>EA (each)</u> | <u>\$65.00</u> |
| <u>No. 04 – Replace Damaged Plywood Decking</u> | <u>SF (square feet)</u> | <u>\$2.50</u> |

PAGE 4

Two-Hundred Fifty Dollars (\$250.00) per calendar day.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 21st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

PAGE 5

Five percent (5%)

...

None

...

None

...

None

...

None

...

1.5 % One and a half percent monthly

PAGE 6

None

...

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

None

...

Larry Clark
City of Morristown
100 West First North Street
Morristown, TN 37814
423-585-4622
Email: accounts payable@mymorristown.com

...

Jerry Horner, President
Morristown Roofing Company, Inc.
7840 E. Andrew Johnson Hwy.
Whitesburg, TN 37891
Phone: 423-235-7046
Email: ashley@morristownroofing.net
PAGE 7

None

...

None

...

| | | |
|--------------|---|----------------|
| <u>G000</u> | <u>Cover</u> | <u>9-16-19</u> |
| <u>AD101</u> | <u>Fire Station #5 Demolition Plan & Notes</u> | |
| | <u>Fire Station #5 Demolition Plan & Notes</u> | <u>9-16-19</u> |
| <u>AD102</u> | <u>Architectural General Notes & Legends</u> | |
| | <u>Information</u> | <u>9-16-19</u> |
| <u>AG001</u> | <u>Fire Station #5 Roof Plan & Notes</u> | |
| | <u>Fire Station #6 Roof Plan & Notes</u> | |
| | <u>Fire Station #5 & #6 Roof Details</u> | <u>9-16-19</u> |
| <u>A101</u> | <u>Fire Station #2 Demolition Roof Plan, Roof Plan,</u> | |
| | <u>& Notes</u> | <u>9-16-19</u> |
| <u>A102</u> | <u>Fire Station #2 Roof Details</u> | |
| | <u>City Hall Demolition Roof Plan & Notes</u> | <u>9-16-19</u> |
| <u>A103</u> | <u>City Hall Roof Plan & Notes</u> | |
| | <u>City Hall Roof Details</u> | <u>9-16-19</u> |
| <u>A104</u> | | |
| | | <u>9-16-19</u> |
| <u>A105</u> | | <u>9-16-19</u> |
| <u>A106</u> | | <u>9-16-19</u> |
| <u>A107</u> | | <u>9-16-19</u> |
| <u>A108</u> | | <u>9-16-19</u> |

PAGE 8

DIVISION 00

BIDDING & CONTRACTING REQUIREMENTS

| | | |
|---------------|-------------------|----------------|
| <u>000001</u> | <u>COVER</u> | <u>9-16-19</u> |
| <u>000107</u> | <u>SEALS PAGE</u> | <u>9-16-19</u> |

| | | |
|---------------|------------------------------------|----------------|
| <u>000110</u> | <u>TABLE OF CONTENTS</u> | <u>9-16-19</u> |
| <u>001116</u> | <u>INVITATION TO BID</u> | <u>9-16-19</u> |
| <u>002113</u> | <u>INSTRUCTIONS TO BIDDERS</u> | <u>9-16-19</u> |
| <u>002513</u> | <u>PRE-BID MEETING</u> | <u>9-16-19</u> |
| <u>004113</u> | <u>BID FORM</u> | <u>9-16-19</u> |
| <u>004713</u> | <u>BID ENVELOPE COVER</u> | <u>9-16-19</u> |
| <u>005213</u> | <u>CONSTRUCTION AGREEMENT FORM</u> | <u>9-16-19</u> |
| <u>006113</u> | <u>CONTRACT BOND</u> | <u>9-16-19</u> |
| <u>006143</u> | <u>THREE YEAR ROOF BOND</u> | <u>9-16-19</u> |
| <u>007213</u> | <u>GENERAL CONDITIONS</u> | <u>9-16-19</u> |
| <u>007316</u> | <u>SUPPLEMENTARY CONDITIONS</u> | <u>9-16-19</u> |

DIVISION 01 **GENERAL REQUIREMENTS**

| | | |
|---------------|--|----------------|
| <u>011100</u> | <u>SUMMARY OF WORK</u> | <u>9-16-19</u> |
| <u>011400</u> | <u>WORK RESTRICTIONS</u> | <u>9-16-19</u> |
| <u>012100</u> | <u>ALLOWANCES</u> | <u>9-16-19</u> |
| <u>012213</u> | <u>UNIT PRICES</u> | <u>9-16-19</u> |
| <u>012215</u> | <u>LIST OF UNIT PRICE ITEMS</u> | <u>9-16-19</u> |
| <u>012513</u> | <u>PRODUCT SUBSTITUTION PROCEDURES</u> | <u>9-16-19</u> |
| <u>012533</u> | <u>PRODUCT SUBSTITUTION REQUEST FORM</u> | <u>9-16-19</u> |
| <u>012600</u> | <u>CONTRACT MODIFICATION PROCEDURES</u> | <u>9-16-19</u> |
| <u>012620</u> | <u>WEATHER DELAYS</u> | <u>9-16-19</u> |
| <u>012625</u> | <u>WEATHER DELAYS REPORT</u> | <u>9-16-19</u> |
| <u>012640</u> | <u>FORM FOR AMENDMENT, CHANGE ORDER, OR</u> | |
| | <u>DIRECTIVE</u> | <u>9-16-19</u> |
| <u>012654</u> | <u>FORM FOR PRICE SUMMARY</u> | <u>9-16-19</u> |
| <u>012655</u> | <u>FORM FOR PRICE OF WORK</u> | <u>9-16-19</u> |
| <u>012656</u> | <u>FORM FOR PRICE OF TIME</u> | <u>9-16-19</u> |
| <u>012973</u> | <u>SCHEDULE OF VALUES</u> | <u>9-16-19</u> |
| <u>012976</u> | <u>APPLICATIONS AND CERTIFICATES FOR PAYMENT</u> | <u>9-16-19</u> |
| <u>013119</u> | <u>PROJECT MEETINGS</u> | <u>9-16-19</u> |
| <u>013190</u> | <u>ADMINISTRATIVE LOGS</u> | <u>9-16-19</u> |
| <u>013193</u> | <u>VISITOR LOG</u> | <u>9-16-19</u> |
| <u>013200</u> | <u>CONSTRUCTION PROGRESS DOCUMENTATION</u> | <u>9-16-19</u> |
| <u>013215</u> | <u>PROGRESS SCHEDULES AND REPORTS</u> | <u>9-16-19</u> |
| <u>013300</u> | <u>SUBMITTAL PROCEDURES</u> | <u>9-16-19</u> |
| <u>014000</u> | <u>QUALITY REQUIREMENTS</u> | <u>9-16-19</u> |
| <u>014115</u> | <u>BASIC REGULATORY REQUIREMENTS</u> | <u>9-16-19</u> |
| <u>016225</u> | <u>PRODUCT OPTIONS</u> | <u>9-16-19</u> |
| <u>017329</u> | <u>CUTTING AND PATCHING</u> | <u>9-16-19</u> |
| <u>017770</u> | <u>CLOSEOUT PROCEDURES</u> | <u>9-16-19</u> |
| <u>017821</u> | <u>CLOSEOUT SUBMITTALS</u> | <u>9-16-19</u> |
| <u>017825</u> | <u>DATA BINDER RECEIPT</u> | <u>9-16-19</u> |
| <u>017888</u> | <u>REPORT OF SUBCONTRACTORS AND SUPPLIERS</u> | <u>9-16-19</u> |

DIVISION 02 **EXISTING CONDITIONS**

| | | |
|---------------|-----------------------------|----------------|
| <u>024119</u> | <u>SELECTIVE DEMOLITION</u> | <u>9-16-19</u> |
|---------------|-----------------------------|----------------|

DIVISION 03 **CONCRETE (NOT USED)**

DIVISION 04 **MASONRY (NOT USED)**

DIVISION 05 **METAL (NOT USED)**

DIVISION 06 **WOOD, PLASTICS AND COMPOSITES**

| | | |
|---------------------------|--|----------------|
| <u>061000</u> | <u>ROUGH CARPENTRY</u> | <u>9-16-19</u> |
| <u>DIVISION 07</u> | <u>THERMAL AND MOISTURE PROTECTION</u> | |
| <u>071300</u> | <u>SHEET WATERPROOFING</u> | <u>9-16-19</u> |
| <u>072100</u> | <u>THERMAL INSULATION</u> | <u>9-16-19</u> |
| <u>073113</u> | <u>ASPHALT SHINGLES</u> | <u>9-16-19</u> |
| <u>075035</u> | <u>TOTAL ROOFING SYSTEM WARRANTY INSTRUCTIONS</u> | <u>9-16-19</u> |
| <u>075036</u> | <u>TOTAL ROOFING SYSTEM WARRANTY</u> | <u>9-16-19</u> |
| <u>075323</u> | <u>EPDM MEMBRANE ROOFING</u> | <u>9-16-19</u> |
| <u>076200</u> | <u>SHEET METAL FLASHINGS AND TRIM</u> | <u>9-16-19</u> |
| <u>079005</u> | <u>JOINT SEALANTS</u> | <u>9-16-19</u> |
| <u>DIVISION 8</u> | <u>OPENINGS (NOT USED)</u> | |
| <u>DIVISION 9</u> | <u>FINISHES</u> | |
| <u>099113</u> | <u>EXTERIOR PAINTING</u> | <u>9-16-19</u> |
| <u>DIVISION 10</u> | <u>SPECIALTIES (NOT USED)</u> | |
| <u>DIVISION 11</u> | <u>EQUIPMENT (NOT USED)</u> | |
| <u>DIVISION 12</u> | <u>FURNISHINGS (NOT USED)</u> | |
| <u>DIVISION 13</u> | <u>SPECIAL CONSTRUCTION (NOT USED)</u> | |
| <u>DIVISION 14</u> | <u>CONVEYING SYSTEMS (NOT USED)</u> | |
| <u>DIVISION 21</u> | <u>FIRE SUPPRESSION (NOT USED)</u> | |
| <u>DIVISION 22</u> | <u>PLUMBING (NOT USED)</u> | |
| <u>DIVISION 23</u> | <u>HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) (NOT USED)</u> | |
| <u>DIVISION 26</u> | <u>ELECTRICAL (NOT USED)</u> | |

PAGE 10

No. 01

10-18-19

2 plus 1 Drawing A105

...

Jerry Horner, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:16:36 ET on 11/26/2019 under Order No. 9435151386 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Morristown Hamblen EMS

Memorandum of Understanding

Between

Morristown Hamblen EMS

and

Morristown Fire Department

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Morristown Hamblen EMS (MHEMS) and the Morristown Fire Department (MFD) to allow MFD licensed paramedics to function as TN licensed paramedics and follow MHEMS paramedic protocols with the exception being Rapid Sequence Intubation (RSI) and narcotic usage.

Background

In the rare instance when MFD has a higher licensed medical provider (Paramedic) on scene and MHEMS only has an Advanced Emergency Medical Technician (AEMT) staffed Basic Life Support (BLS) ambulance, this MOU establishes the protocol to be implemented.

Purpose

This MOU will ensure the citizen(s) receives the care by the highest licensed medical provider on scene.

The above goals will be accomplished by undertaking the following activities:

MHEMS will provide MFD a copy of the Advanced Life Support (ALS) protocols for their licensed paramedic staff to abide by on calls where they are the only paramedic on scene.

Reporting

MFD Quality Assurance (QA) officer will advise MHEMS when this occurs, and the PCR (Patient Care Report) will be reviewed by MHEMS QA officer and Medical Director. A copy of the PCR must be sent to MHEMS the following shift. MHEMS will not bill for ALS services rendered but will need to file for complete medical record.

Funding

MHEMS will provide the protocols electronically and MFD will be responsible for distribution.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Morristown Hamblen EMS and Morristown Fire Department. This MOU shall become effective upon signature by the authorized officials from the MHEMS and MFD and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Morristown Hamblen EMS

Danny Houseright

Director

419 Allison St, Morristown, TN 37814

O: 423-587-3280

F: 423-585-2729

dhouseright@mhems.com

Date

Danny Houseright

Morristown Hamblen EMS, Director

Date

Gary Chesney

City of Morristown, Mayor



University of Tennessee Libraries Deed of Gift

Special Collections

121 Hodges Library

1015 Volunteer Blvd.

Knoxville, TN 37996-1000

(PLEASE PRINT)

Name of Donor: City of Morristown

Address: 100 W. 1st North Street

Morristown, TN 37814

Phone Number: 423-581-0100 E-mail Address: tcx@mymorristown.com

Gift Description: Artifacts identified from time capsules found in Heritage Park (former
Morristown College) in the cornerstone from each of the following: Wallace Hall Dormitory,
Crary Hall Dormitory and Kenwood Refectory/College Central Dining Hall.

In exchange, the City of Morristown is to receive fully digitized images of all items recovered.

Do you want this gift acknowledged? Yes x No

The Donor gives all of the items described above to the University of Tennessee Libraries. All gifts become the property of the University Libraries. The Libraries reserves the right to determine retention, location, cataloging, display, digitization, conditions of access, and preservation of all parts of this gift. Any restrictions ("exceptions") on these activities must be approved in advance by the Head of Special Collections.

Donor's Signature: _____ Date: _____

March 2014

[Return to Agenda](#)

Morristown Hamblen EMS

Memorandum of Understanding

Between

Morristown Hamblen EMS

and

Morristown Fire Department

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Morristown Hamblen EMS (MHEMS) and the Morristown Fire Department (MFD) to allow MFD licensed paramedics to function as TN licensed paramedics and follow MHEMS paramedic protocols with the exception being Rapid Sequence Intubation (RSI) and narcotic usage.

Background

In the rare instance when MFD has a higher licensed medical provider (Paramedic) on scene and MHEMS only has an Advanced Emergency Medical Technician (AEMT) staffed Basic Life Support (BLS) ambulance, this MOU establishes the protocol to be implemented.

Purpose

This MOU will ensure the citizen(s) receives the care by the highest licensed medical provider on scene.

The above goals will be accomplished by undertaking the following activities:

MHEMS will provide MFD a copy of the Advanced Life Support (ALS) protocols for their licensed paramedic staff to abide by on calls where they are the only paramedic on scene.

Reporting

MFD Quality Assurance (QA) officer will advise MHEMS when this occurs, and the PCR (Patient Care Report) will be reviewed by MHEMS QA officer and Medical Director. A copy of the PCR must be sent to MHEMS the following shift. MHEMS will not bill for ALS services rendered but will need to file for complete medical record.

Funding

MHEMS will provide the protocols electronically and MFD will be responsible for distribution.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Morristown Hamblen EMS and Morristown Fire Department. This MOU shall become effective upon signature by the authorized officials from the MHEMS and MFD and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Morristown Hamblen EMS

Danny Houseright

Director

419 Allison St, Morristown, TN 37814

O: 423-587-3280

F: 423-585-2729

dhouseright@mhems.com

Date

Danny Houseright

Morristown Hamblen EMS, Director

Date

Gary Chesney

City of Morristown, Mayor

Industrial Development Board of The City of

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

November 25, 2019

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on November 22, 2019, the Board reviewed a request from Orbit Industries to purchase a parcel of land, consisting of approximately 0.25 acre, adjacent to their property in the *East Tennessee Valley Industrial District*.

The Industrial Development Board recommends the sale of this land at an agreed upon purchase price of \$10,000.00 per acre, with exact acreage to be determined by a survey, subject to approval by the City of Morristown ensuring any and all stormwater concerns are addressed by purchaser of the property.

If you have any questions, please don't hesitate to call.

Sincerely,

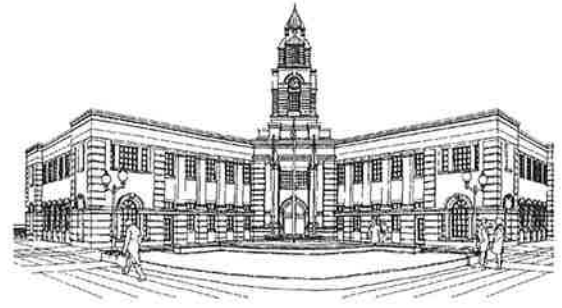


Marshall Ramsey
Secretary

MR/jb

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: November 22, 2019

Re: Entry Level Patrol Officers

I am requesting to hire six entry level patrol officers at the December 3rd council meeting contingent upon their successful completion of all pre-employment requirements. This is to backfill existing vacancies. Attached is the current civil service roster of eligible candidates.

Thank you.

RDO/ll

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on November 19, 2019 to Reflect Recent Testing, Hiring and/or Corrections

| | RANK AND NAME | EXPIRES |
|----|---------------------|------------|
| 1 | Reed, Robert | 10/31/2020 |
| 2 | Owens, Hunter | 10/31/2020 |
| 3 | Bain, Blake | 10/31/2020 |
| 4 | Johnson, Greg | 10/31/2020 |
| 5 | Alexander, Jason | 10/31/2020 |
| 6 | Stephens, Garret | 10/31/2020 |
| 7 | Donahoo, Hunter | 10/31/2020 |
| 8 | Bailey, Robert | 10/31/2020 |
| 9 | Jarnigan, Luke | 10/31/2020 |
| 10 | Durden, Tyler | 10/31/2020 |
| 11 | Phillips, Jordan | 10/31/2020 |
| 12 | Bryant, Jordan | 10/31/2020 |
| 13 | Cameron, Michael | 10/31/2020 |
| 14 | Coffman, Jacob | 10/31/2020 |
| 15 | Wilhelm, Dustin | 10/31/2020 |
| 16 | Carpenter, Jonathan | 10/31/2020 |
| 17 | Bullington, Caleb | 10/31/2020 |
| 18 | Greene, Ethan | 10/31/2020 |
| 19 | Patrick, Blake | 10/31/2020 |

For the Civil Service Board



Lee Parker, Chairman