

WORK SESSION
April 7, 2020
Pre-Meeting Work Session - Cancelled

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
April 7, 2020
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. ROLL CALL

4. DETERMINATION

1. A determination by the City Council of Morristown, TN that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.

5. APPROVAL OF MINUTES

1. March 17, 2020

6. NEW BUSINESS

6-a. Awarding of Bids/Contracts

1. Approval of Change Order #4 with Merit Construction for the new Public Works Facility Project in the amount of \$37,271.87.
2. Approval of Contract with Junior Hommel Excavating for the Morristown Regional Airport Drainage Improvement Project in the amount of \$204,790.48 subject to the Tennessee Department of Transportation (TDOT) - Aeronautics Division and Morristown Airport Commission concurrences.
3. Approval of Bid and Contract for Security Card Reader for the Morristown Regional Airport to Stansell Electric Co., Inc. in the amount of \$64,740 subject to the Tennessee Department of Transportation (TDOT) - Aeronautics Division and Morristown Airport Commission concurrences.

4. Approval of Contract with Glass Machinery and Excavation, Inc. in the amount \$1,353,901.50 for earthwork on East Tennessee Progress Center Site 12 Development Project.
5. Approval of Contract with Mattern & Craig for a Conceptual Study Design for Frank Lorino Park Improvements from Carroll Road to Thompson Creek Road in the amount of \$50,000.
6. Approval of Settlement and Release Agreement related to Performance Bond for Merchants Greene Development in the amount of \$12,000.
7. Approval of Stormwater Maintenance Agreement between the City of Morristown and McNeilus Steel, Inc. for Lot 8 at the Morristown Progress Center.
8. Approval to Apply for the 2021 Tennessee Highway Safety Officer Grant in the amount of approximately \$20,000. Funds to be used to provide overtime for officers, conduct saturation patrols, detect and deter intoxicated driving and educate teen drivers about the dangers of DUI. Requires no matching funds.

6-b. Board/Commission Appointments

1. City Council appointment or re-appointment to the Hamblen County Board of Equalization for a two (2) year term to expire May 1, 2022; term expiring: Robert Russell.

7. CITY ADMINISTRATOR'S REPORT

8. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

9. ADJOURN

City Council Meeting/Holiday Schedule:

April 7, 2020	Tuesday	1:30 p.m.	Cancelled - Work Session Budget 2021 (Insurance/Not for Profits)
April 7, 2020	Tuesday	2:30 p.m.	Cancelled - Finance Committee Meeting
April 7, 2020	Tuesday	4:00 p.m.	Cancelled - Work Session Council Agenda Review
April 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting – by Electronic Means
April 7, 2020	Tuesday		Cancelled - Work Session following Council Meeting
April 10, 2020	Friday		City Employee's Holiday – Good Friday
April 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 5, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
May 5, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 5, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 19, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 19, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 25, 2020	Monday		City Employee's Holiday – Memorial Day
June 2, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
June 2, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 2, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

Post Meeting WORK SESSION for April 7, 2020 - Cancelled

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
March 17, 2020**

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 17, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Tommy Pedigo, Kay Senter and Ken Smith, absent; Chris Bivens, Bob Garrett

Reverend Ventrus Norfolk, Mt. Olive Missionary Baptist Church led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Gwen Holden

Councilmember A'Hearn made a motion to approve the March 3, 2020 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Consolidated Planning Grant (CPG) Amendment to the Grant Contract between the Tennessee Department of Transportation (TDOT) and the City of Morristown, Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) by adding Federal Fiscal Year 2020 Consolidated Planning Grant funds in the amount of \$198,046.40. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the contract with BurWil Construction Company, Inc. for Construction Management Advisory Services for the new Community Center. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the contract for Real Estate Agent/Broker Services with LeBel Commercial Realty. Councilmember A'Hearn seconded the motion and upon roll call; Councilmember A'Hearn, Senter, Smith and Mayor Chesney voted "aye", Councilmember Pedigo voted "no".

Councilmember Senter made a motion to approve the contract with Michael Baker International for an Alternative Traffic Study at East Andrew Johnson Highway and Liberty Hill Road in the amount not to exceed \$10,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the recommendation of best and lowest bid for the East Tennessee Progress Center Site 12 Development Project to Glass Machinery and Excavation, Inc. in the amount of \$1,353,901.50. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Change Order with S&ME, Inc. for Additional Environmental Services at the Old Morristown Landfill – Hamblen County Landfill (TDEC) Site ID No. 32-514 - in the amount of \$4,500.00. Councilmember Smith seconded the motion and upon roll call; all voted “aye”

Councilmember A'Hearn made a motion to approve the contract with SimplexGrinnell for Fire Alarm and Monitoring Services at the new Public Works Facility. Councilmember Senter seconded the motion and upon roll call; all voted “aye”

Councilmember Smith made a motion to approve the purchase of Lubricating Oils and Fluids from Taylor Enterprises, Inc. for the Fleet Maintenance Department in the amount of \$24,956.25 (PO# 20002026-00). Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”

Councilmember Senter made a motion for approval to apply for the 2019 Assistant Firefighter Grant offered through the Federal Emergency Management Agency (FEMA) for the purchase of thirty (30) new portable radio sets. Councilmember Smith seconded the motion and upon roll call; all voted “aye”

Councilmember Smith made a motion for approval for the Fleet Maintenance Department to declare the Overhead Crane located at the existing Public Works Facility (Dice St.) as Surplus and sell via GovDeals. Councilmember Senter seconded the motion and upon roll call; all voted “aye”

Councilmember Senter made a motion to confirm the disciplinary action requested by the Fire Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Nigel Reid, Gwen Holden

Mayor Gary Chesney adjourned the March 17, 2020 Morristown City Council meeting at 5:34 p.m.

Mayor

Attest:

City Administrator



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
17007 Morristown Public Works
Compound
Morristown, TN

CONTRACT INFORMATION:
Contract For: General Construction

Date: 08/30/2018

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: 04/01/2020

OWNER: *(Name and address)*
City of Morristown
100 West First North Street
Morristown, TN 37814

ARCHITECT: *(Name and address)*
Lose and Associates, Inc.
2809 Foster Avenue
Nashville, TN 37210

CONTRACTOR: *(Name and address)*
Merit Construction Inc
10435 Dutchtown Road
Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Requested Additions & FF&E	\$73,891.53
Existing Wash Bay, Dismantle and Relocate	\$22,900.00
Building Signage Allowance	\$4,500.00
Construction Credits	(\$7,294.96)
Project Contingency	(\$56,725.00)

Total **\$37,271.87**

Weather Delay: Dec- March = 25 days
Additional Days for Work = 35

Total Days = 60

Refer to attached documentation

The original Contract Sum was	\$	12,000,000.00
The net change by previously authorized Change Orders	\$	133,835.76
The Contract Sum prior to this Change Order was	\$	12,133,835.76
The Contract Sum will be increased by this Change Order in the amount of	\$	37,271.87
The new Contract Sum including this Change Order will be	\$	12,171,107.63

The Contract Time will be increased by Zero (60) days.
The new date of Substantial Completion will be 05/06/2020

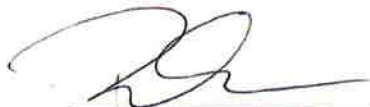
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose and Associates, Inc.
ARCHITECT *(Firm name)*

Merit Construction Inc.
CONTRACTOR *(Firm name)*

City of Morristown
OWNER *(Firm name)*



SIGNATURE

Richard Calise, Project Manager

PRINTED NAME AND TITLE

4.1.2020

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

SIGNATURE

Joey Barnard, Assistant City
Administrator

PRINTED NAME AND TITLE

DATE

March 30th, 2020

Mr. Joey Barnard, Finance Director
City of Morristown
100 West First North Street
Morristown, TN 37814

RE: Letter of Contractor Recommendation
MOR Drainage Project
TAD No. 32-555-0160-17

Dear Mr. Barnard:

This letter shall serve to document that Michael Baker International has reviewed the bids submitted on March 27th, 2020 for the above referenced project. The three Contractors submitting a bid were Manis Excavating, LLC, Junior Hommel Excavating, and Glass Machinery & Excavation, Inc.. The bid was opened publicly and read aloud. The bid amounts were as follows:

Contractor	Bid Amount
Manis Excavating, LLC	\$191,113.75
Junior Hommel Excavating	\$204,790.48
Glass Machinery & Excavation, Inc.	\$403,587.60

Each bid was reviewed to determine the responsiveness of the Contractor. Our conclusion is as follows:

Manis Excavating, LLC was the lowest bidder. However, we feel the bid is unresponsive due to bid irregularities and incomplete or missing bid forms. The second lowest bid by Junior Hommel Excavating was complete. No errors were found in unit pricing and extended totals. MBI has verified the Contractor's license to contract in the State of Tennessee. I have included the bid tabulation with this letter.

We hereby recommend that The City of Morristown award the construction contract to Junior Hommel Excavating in the amount of \$204,790.48. The current grant funding amount would support this decision.

We will begin contract preparation and distribution after the award of the contract is verified.

Sincerely,



Jeffrey A. Merryman, P.E.
Project Manager
Michael Baker International

TAD No. 32-555-0160-17

ITEM NO.	SPEC./ST D. DWG	WORK ITEM DESCRIPTION	UNIT	QUANTITIES		ENGINEER'S ESTIMATE		Glass Machinery		Junior Hommel Exc.		Manis Excavating	
				ESTIMATE	AS-BUILT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TDOT 717	Mobilization	LS	1		\$4,651.76	\$4,651.76	\$83,200.00	\$83,200.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
2	TDOT 201	Clearing and Grubbing	LS	1		\$500.00	\$500.00	\$9,886.00	\$9,886.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
3	TDOT 202	Removal of Structures and Obstructions	LS	1		\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00
4	TDOT 203	Strip, Stockpile, Place, and Spread Topsoil	CY	21		\$3.00	\$63.00	\$77.55	\$1,628.55	\$25.00	\$525.00	\$47.61	\$999.81
5	TDOT 203	Furnishing and Spreading Topsoil	CY	100		\$18.00	\$1,800.00	\$172.90	\$17,290.00	\$45.00	\$4,500.00	\$61.00	\$6,100.00
6	TDOT 203	Unclassified Excavation	CY	160		\$5.25	\$840.00	\$68.75	\$11,000.00	\$25.00	\$4,000.00	\$25.00	\$4,000.00
7	TDOT 203	Borrow Excavation (Stockpiled Material)	CY	400		\$7.00	\$2,800.00	\$58.75	\$23,500.00	\$20.00	\$8,000.00	\$47.50	\$19,000.00
8	TDOT 209	Catch Basin Protection Type A	EA	1		\$330.00	\$330.00	\$1,248.00	\$1,248.00	\$650.00	\$650.00	\$500.00	\$500.00
9	TDOT 209	Tubes and Wattles	LF	40		\$2.00	\$80.00	\$27.00	\$1,080.00	\$25.00	\$1,000.00	\$12.50	\$500.00
10	TDOT 209	Seeding and Mulching	AC	0.75		\$2,000.00	\$1,500.00	\$6,350.00	\$4,762.50	\$5,350.00	\$4,012.50	\$1,333.33	\$1,000.00
11	TDOT 403	Tack Coat	TON	0.06		\$627.30	\$37.64	\$1,265.00	\$75.90	\$5,000.00	\$300.00	\$2,000.00	\$120.00
12	TDOT 411	ACS Mix (PG64-22) Grading D	TON	16		\$116.00	\$1,856.00	\$385.00	\$6,160.00	\$450.00	\$7,200.00	\$468.75	\$7,500.00
13	TDOT 415	Cold Planing Bituminous Pavement	SY	200		\$4.50	\$900.00	\$24.20	\$4,840.00	\$25.00	\$5,000.00	\$29.00	\$5,800.00
14	TDOT 607	18" Concrete Pipe Culvert (CLASS III)	LF	254		\$65.00	\$16,510.00	\$143.75	\$36,512.50	\$60.00	\$15,240.00	\$64.50	\$16,383.00
15	TDOT 607	30" Concrete Pipe Culvert (CLASS III)	LF	131		\$115.00	\$15,065.00	\$253.20	\$33,169.20	\$95.00	\$12,445.00	\$106.60	\$13,964.60
16	TDOT 611	Manholes, > 4' - 8' Depth	EA	2		\$6,200.00	\$12,400.00	\$8,423.00	\$16,846.00	\$4,000.00	\$8,000.00	\$5,625.00	\$11,250.00
17	TDOT 611	36IN Endwall (Side Drain)	EA	1		\$7,500.00	\$7,500.00	\$6,260.00	\$6,260.00	\$7,500.00	\$7,500.00	\$4,012.00	\$4,012.00
18	TDOT 611	Catch Basins, Type 12, > 4' - 8' Depth	EA	2		\$4,500.00	\$9,000.00	\$7,658.00	\$15,316.00	\$4,000.00	\$8,000.00	\$4,322.00	\$8,644.00
19	TDOT 611	Catch Basins, Type 12, > 8' - 12' Depth	EA	1		\$7,000.00	\$7,000.00	\$8,328.60	\$8,328.60	\$4,000.00	\$4,000.00	\$5,322.00	\$5,322.00
20	TDOT 611	Catch Basins, Type 42, > 0' - 4' Depth	EA	1		\$4,300.00	\$4,300.00	\$4,531.00	\$4,531.00	\$3,400.00	\$3,400.00	\$3,322.00	\$3,322.00
21	TDOT 702	Concrete Curb	CY	2		\$475.00	\$950.00	\$2,585.00	\$5,170.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
22	TDOT 702	Extruded Sloping Curb	LF	95		\$25.00	\$2,375.00	\$28.95	\$2,750.25	\$45.00	\$4,275.00	\$15.80	\$1,501.00
23	TDOT 712	Traffic Control	LS	1		\$2,000.00	\$2,000.00	\$11,300.00	\$11,300.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
24	TDOT 740	Geotextile (Type IV) (Stabilization)	SY	587		\$5.50	\$3,228.50	\$7.30	\$4,285.10	\$5.50	\$3,228.50	\$3.25	\$1,907.75
25		Articulated Concrete Block System	SF	5,278		\$10.00	\$52,780.00	\$16.00	\$84,448.00	\$15.16	\$80,014.48	\$13.46	\$71,041.88

ESTIMATE OF PROBABLE CONSTRUCTION COST \$150,466.89

Total Bid

\$403,587.60

\$204,790.48

\$191,068.04

26	ALT 1	Grass Paving System	SF	17950		\$5.25	\$94,237.50	\$3.00	\$53,850.00	\$3.23	\$57,978.50
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Written and Printed
Numbers Do Not Match

Shaded cells indicate mathematical error in bid

TAD No. 32-555-0160-17

<u>Bidders Required Documentation</u>	<u>Junior Hommel Excavating</u>	<u>Glass Machinery & Excavation, Inc.</u>	<u>Manis Excavating</u>
Proposal	X	X	X
Bid For Unit Price Contracts (Complete Bid Schedule)	X	X	X
Proposal Guarantee	X	X	X
Proposal Guaranty Bond	X	X	X
Certificate of Contractor's License	X	X	X
Attestation Regarding Personnel Used in Contract Performance	X	X	X
Drug Free Workplace Affidavit	X	X	N/A
Non-Collusion Affidavit	X	X	
Equal Opportunity Report Statement	X	X	X
Certification of Non-Segregated Facilities	X	X	X
Buy American Certificate	X	X	X
Performance of Work by Contractor	X	X	X
Performance of Work by Subcontractors	X	X	X
Bidder's Plan, Equipment and Experience Questionnaire	X	X	X
Proper Bid Submission Envelope (TCA 62-6-119)	X	X	X
Addendum 1 Acknowledged	X	X	X
Addendum 2 Acknowledged	X		X
Addendum 3 Acknowledged	X	X	X

CONTRACT

TAD PROJECT NUMBER. 32-555-0160-17 MORRISTOWN REGIONAL AIRPORT DRAINAGE IMPROVEMENT PROJECT

This AGREEMENT, in five (5) counterparts, executed this _____ day of _____, 2020 between the City of Morristown, TN hereinafter called the OWNER, and **Junior Hommel Excavating** and Its Successors, executors, administrators and assigns, hereinafter called the CONTRACTOR.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the OWNER, the CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvements and to do so and perform all work in the construction of

PROJECT NUMBER

REFERENCE

COUNTY

32-555-0160-17

**MORRISTOWN REGIONAL AIRPORT
DRAINAGE IMPROVEMENT PROJECT**

Hamblen

in strict conformity with the provisions of this contract, the notice to contractors, the proposal, the specifications and the plans. The said plans, specifications, the notice to contractors and the proposals are hereby made a part of this AGREEMENT as fully and to the same effect as if the same had been set forth at length in the body of this AGREEMENT.

As security for the full and faithful performance of this contract and all the incidentals thereto, the CONTRACTOR has made and furnished a contract bond with _____ as surety, which is accepted by the OWNER and made a part of this contract.

In consideration of the foregoing premises, the OWNER agrees to pay the CONTRACTOR such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said specifications.

The CONTRACTOR shall be prepared to begin the work to be performed under the contract, but will not proceed until he has received official notice to begin. This official notice will stipulate the date upon which it is expected that the CONTRACTOR will begin his work, and from which date the calendar days tabulated against his time limit will begin, all other requirements in regard to the beginning of construction stipulated in the proposal and special provisions will date from the official notice. The place where the work is to be started either will be stated in the "Notice to Proceed" or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to

insure its completion within the time set forth in the general conditions. Should the prosecution of work for any reason be discontinued by the CONTRACTOR, with the consent of the ENGINEER, he shall notify the ENGINEER at least twenty-four (24) hours before again resuming operations.

IN WITNESS WHEREOF, the President, by authority vested in him, has hereunto subscribed his name on behalf of the Morristown Airport Commission, and the said **Junior Hommel Excavating** has caused this contract to be executed by a duly authorized official the day and year first above written.

City of Morristown
OWNER

Junior Hommel Excavating
CONTRACTOR

By _____

By _____

PRINT NAME AND TITLE

PRINT NAME AND TITLE

This contract is accepted this _____ day of _____, 20____, and is effective on the _____ day of _____, 20____.

By _____
Title (Owner)

By _____
Title (Contractor)

March 31st, 2020

Mr. Joey Barnard, Finance Director
City of Morristown
100 West First North Street
Morristown, TN 37814

RE: Letter of Contractor Recommendation
Security Gate Access Card Reader System
TAD No. 32-555-0765-19

Dear Mr. Barnard:

This letter shall serve to document that Michael Baker International has reviewed the bids submitted on November 15th, 2019 for the above referenced project. The single Contractor submitting a bid was Stansell Electric Co., Inc. The bid was opened publicly and read aloud. The bid amount was as follows:

Contractor	Bid Amount
Stansell Electric Co., Inc.	\$64,740.00

This bid was reviewed to determine the responsiveness of the contractor. Our conclusion is as follows:

Stansell Electric Co., Inc. had the lowest bid. The bid package was complete. No errors were found in unit pricing and extended totals. MBI has verified their license to contract in the State of Tennessee. I have included the bid tabulation with this letter.

We hereby recommend that The City of Morristown award the construction contract to Stansell Electric Co., Inc. in the amount of \$64,740.00. The amended grant funding amount would support this decision.

We will begin contract preparation and distribution after the award of the contract is verified.

Sincerely,



Jason D. Bennett, P.E.
Office Manager
Michael Baker International

CONTRACT

TAD PROJECT NUMBER: 32-555-0765-19 SECURITY GATE ACCESS CARD READER SYSTEM

This AGREEMENT, in five (5) counterparts, executed this _____ day of _____, 2020 between the City of Morristown, TN hereinafter called the OWNER, and **Stansell Electric Co., Inc.** and Its Successors, executors, administrators and assigns, hereinafter called the CONTRACTOR.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the OWNER, the CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvements and to do so and perform all work in the construction of

PROJECT NUMBER

REFERENCE

COUNTY

32-555-0765-19

**SECURITY GATE ACCESS CARD
READER SYSTEM**

Hamblen

in strict conformity with the provisions of this contract, the notice to contractors, the proposal, the specifications and the plans. The said plans, specifications, the notice to contractors and the proposals are hereby made a part of this AGREEMENT as fully and to the same effect as if the same had been set forth at length in the body of this AGREEMENT.

As security for the full and faithful performance of this contract and all the incidentals thereto, the CONTRACTOR has made and furnished a contract bond with _____ as surety, which is accepted by the OWNER and made a part of this contract.

In consideration of the foregoing premises, the OWNER agrees to pay the CONTRACTOR such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said specifications.

The CONTRACTOR shall be prepared to begin the work to be performed under the contract, but will not proceed until he has received official notice to begin. This official notice will stipulate the date upon which it is expected that the CONTRACTOR will begin his work, and from which date the calendar days tabulated against his time limit will begin, all other requirements in regard to the beginning of construction stipulated in the proposal and special provisions will date from the official notice. The place where the work is to be started either will be stated in the "Notice to Proceed" or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to

insure its completion within the time set forth in the general conditions. Should the prosecution of work for any reason be discontinued by the CONTRACTOR, with the consent of the ENGINEER, he shall notify the ENGINEER at least twenty-four (24) hours before again resuming operations.

IN WITNESS WHEREOF, the President, by authority vested in him, has hereunto subscribed his name on behalf of the Morristown Airport Commission, and the said **Stansell Electric Co., Inc.** has caused this contract to be executed by a duly authorized official the day and year first above written.

City of Morristown
OWNER

Stansell Electric Co., Inc.
CONTRACTOR

By _____

By _____

PRINT NAME AND TITLE

PRINT NAME AND TITLE

This contract is accepted this _____ day of _____, 20____, and is effective on the _____ day of _____, 20____.

By _____
Title (Owner)

By _____
Title (Contractor)

AGREEMENT (Contract)

THIS AGREEMENT, made this 7th day of April, 2020, by and between The City of Morristown, Tennessee, herein called "Owner", acting herein through its Engineer, Michael Baker International, Inc., and GlassMachinery & Excavation, Inc.
(a corporation) (a partnership) (an individual doing business as _____)

STRIKE OUT INAPPLICABLE TERMS

of 27262 Wilderness Rd, Suite 201, City of Jonesville, and State of Virginia, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

East Tennessee Progress Center Site 12 Development Project

hereinafter called the project, for the sum of One Million, Three Hundred Fifty Three Thousand,

Nine Hundred One Dollars and Fifty Cents Dollars (\$ 1,353,901.50)

and all extra work in connection therewith, under the terms as stated in the general and Special Conditions of the Contract; and at this (its or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Michael Baker International, Inc., herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 3, "Payments to Contractor", of the Supplemental General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

_____	_____
(Secretary)	(Owner)
_____	By: _____
(Witness)	

	(Title)

(Seal)

_____	_____
(Secretary)	(Owner)
_____	By: _____
(Witness)	

	(Title)

	(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the evaluation and conceptual study of improvements to the roadway network around Frank Lorino Park, in the City of Morristown (OWNER).

The OWNER requested, with a prior Task Order, that the ENGINEER prepare a traffic study to analyze the area along East Morris Boulevard, from Thompson Creek Road to Pope Road, and including Lorino Park. The results of this study identified several operational issues and provided recommendations, including the removal of the traffic signal at the intersection of East Morris Boulevard at Pope Road, installation of a traffic signal at the intersection of East Morris Boulevard at Thompson Creek Road, and construction of a connector road between Thompson Creek Road and Lorino Park Road. In addition, the area surrounding Frank Lorino Park is undergoing various changes, including the closure of Pope Road north of East Morris Boulevard, the further development of Miller's Landing, the residential development along Thompson Creek Road, and improvements to Frank Lorino Park.

Therefore, with this Task Order, the OWNER desires to build upon the prior traffic study, and prepare conceptual design of improvements to the roadway network in this area; specifically, Thompson Creek Road and the connector road between Thompson Creek Road and Lorino Park Road. To accomplish this work, the ENGINEER proposes to provide engineering services for this conceptual design, including updating the prior traffic study, providing exhibits depicting various alternates, and providing estimates of costs for each alternate. The ENGINEER will perform these engineering services for the OWNER with the following understandings:

- The OWNER will provide any available mapping data.

Task 1 – Conceptual Study

Task 1.1 – Mapping

Collect all available mapping data (aerial photos & surveys, GIS data, etc.) from available sources. Create a base map for the area, from this data.

Task 1.2 – Conceptual Design

Prepare conceptual designs for the following roadways:

- Thompson Creek Road, from East Morris Boulevard to the proposed residential development to the south. 2 alternate alignments for this roadway will be considered.
- The connector roadway between Thompson Creek Road and Lorino Park Road. 3 alternate alignments for this roadway will be considered.

Conceptual designs will evaluate the horizontal and vertical alignment of these roadways, using the appropriate design standards.

Task 1.3 – Cost Estimates

Prepare an Engineer's Opinion of Probable Cost for each alternate.

Task 1.4 – Update Prior Study

Incorporate the conceptual designs and cost estimates into the prior traffic study.

Task 1 Deliverables: *Updated traffic study, with figures and cost estimates*

Information Provided by the Owner

Owner to provide any available GIS data, based on aerial mapping, for the project area. This data would include, as a minimum, aerial photography, utilities, property boundaries, and contours/digital terrain data.

Schedule

<u>Task</u>	<u>Milestone</u>
Updated traffic study:	120 days following NTP and receipt of executed agreement

Please note that Engineer has no control over internal OWNER review processes as they relate to approvals and the issuances of notices to proceed.

Fee and Expenses

<i>Task 1 – Conceptual Study</i>	<i>\$50,000.00</i>
Total:	\$50,000.00

The ENGINEER will perform the services described above for the lump sum fees detailed above, 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.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown's 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**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of
 Larry Clark or provide alternative address).

The Effective Date of Task Order 001 is _____, 2020.

OWNER:

ENGINEER:

By: _____

By: Randy W. Beckner

Name: _____

Name: Randy W. Beckner, P.E.

Title: _____

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

By: _____

By: Jason Carder

Name: Larry Clark

Name: Jason Carder, P.E.

Title: Assistant City Administrator

Title: Project Manager

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

lclark@mymorristown.com

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-585-4617

Phone: 423-245-4970

Fax: 423-586-4661

Fax: 423-245-5932

SETTLEMENT AND RELEASE

WHEREAS, Merchants Greene Development Partners (the “Developer”) is the developer of property known as Merchants Greene Phase 2 in Morristown, TN (the “Project”);

WHEREAS, the Developer and G.W. Wyatt Contracting, LLC (the “Principal”) entered into a contract pursuant to which the Principal agreed to perform certain sitework for the Developer on the Project;

WHEREAS, Western Surety Company (the “Surety”) issued Site Improvement Performance Bond No. 929633769 (the “Bond”) on behalf of the Principal and identifying the City of Morristown, Tennessee (the “City”) as obligee in relation to certain site improvements that the Principal agreed to perform on the Project (the “Site Improvements”);

WHEREAS, the penal limit of the Bond was reduced to \$77,595 pursuant to a Rider dated June 15, 2018;

WHEREAS, the City asserted a claim under the Bond in a letter dated May 17, 2019 (the “Bond Claim”); and

WHEREAS, the City has agreed to release the Bond Claim and discharge obligations under the Bond in exchange for payment from the Surety.

NOW, THEREFORE, the City agrees to accept payment from the Surety in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) (the “Settlement Payment”) in full settlement and compromise of the Bond Claim. Conditioned upon receipt of the Settlement Payment: (1) the City hereby releases and discharges the Surety and the Principal and their respective affiliates, successors, and assigns of all causes of action, claims, and demands of any kind or nature with respect to or pertaining to the Bond or the Site Improvements, including the Bond Claim; (2) the Bond shall be considered fully released and discharged in full; and (3) neither the Principal nor the Surety shall have any obligation to the City or otherwise in relation to the Site Improvements. Upon receipt of the Settlement Payment, the City shall return the Bond to the Surety or its counsel marked “VOID AND CANCELLED,” and the Surety shall have no further liability under the Bond.

Nothing in this Settlement and Release shall be deemed a waiver or release of any claim or right that the City may possess against the Developer in relation to the Project or any claim or right that the City may possess against the Surety in relation to Erosion and Sediment Control Bond No. 929622096, all such claims and rights, if any, being expressly reserved.

THE CITY OF MORRISTOWN, TENNESSEE

By: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known to be the person who signed the foregoing Settlement and Release and acknowledged under oath that the information contained therein are true and correct and that he/she has full power and authority to bind the City of Morristown, Tennessee.

SWORN TO AND SUBSCRIBED TO ME THIS _____ DAY OF _____, 2020.

Notary Public

My Commission Expires:_____

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (“Agreement”) is entered into this ____ day of _____ 2020 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **MCNEILUS STEEL, INC.**, 702 2nd Ave. S.E., Dodge Center, MN 55927 (“McNeilus”).

WITNESSETH

Whereas on or about April 2, 2019, the City and McNeilus executed a Warranty Deed for McNeilus to own certain property known as Lot 8 at the Morristown Progress Center (“property”), said Deed of record at Book 1790, Page 548 at the Hamblen County Register of Deeds Office, and

Whereas McNeilus is considered the PILOT Lessor of the property and the City is still considered the owner of the property, and

Whereas the City has adopted a Stormwater Program Ordinance, codified at Title 18, Chapter 5 of the City’s Municipal Code of Ordinances, and said Stormwater Program Ordinance contains the rules and regulations regarding stormwater maintenance and management for property owners, and

Whereas McNeilus does agree to comply with the Stormwater Program Ordinance on the property and the City and McNeilus thus hereby intend to enter into this Stormwater Maintenance Agreement incorporating the requirements of the Inspection and Maintenance Agreement that is normally executed by property owners regarding the stormwater maintenance and management.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

1. **Stormwater Maintenance.** McNeilus agrees to be solely responsible for all of the stormwater maintenance/management/BMP facilities for the property. Specifically, all the requirements of the attached Inspection and Maintenance Agreement are hereby incorporated into this Agreement as if they were stated herein. Contained within this document is the term “Landowner” and the parties hereby agree that any “Landowner” requirements are the requirements of McNeilus.
2. **Term of Agreement.** This Agreement shall remain in effect for the duration of the possession of the property by McNeilus and shall be binding on any assigns or other

successors in interest.

3. **Binding Effect.** This Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.
4. **Disputes.** Should any disputes arise between the parties, Tennessee law shall govern and venue shall lie in Hamblen County, Tennessee.

Witness the day and year first above written.

City of Morristown, Tennessee

McNeilus Steel, LLC

By:_____

By:_____

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____

_____ as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book _____ Page _____, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as _____
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By:_____

(Type Name)

(Type Title)

State of _____

County of _____

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____,

by _____.

Notary Public

My Commission Expires _____

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date