

WORK SESSION
March 17, 2020

1. 4:00 p.m. Agenda Review

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
March 17, 2020
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Rev. Dr. Cynthia Thompson, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. March 3, 2020

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **OLD BUSINESS**

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

9. **NEW BUSINESS**

- 9-a. **Resolutions**

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

9-c. Awarding of Bids/Contracts

1. Approval of 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.
2. Approval of Contract for Construction Management Advisory Services with BurWil Construction Company, Inc. for the Community Center.
3. Approval of Contract for Real Estate Agent/Broker Services with LeBel Commercial Realty.
4. Approval of Contract with Michael Baker International for Alternative Traffic Study at Andrew Johnson Highway and Liberty Hill Road in the amount not to exceed \$10,000.
5. Approval of Recommendation of Best and Lowest Bid for East Tennessee Progress Park for earthwork for Site 12 to Glass Machinery and Excavation, Inc. in the amount of \$1,353,901.50.
6. Approval of 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.
7. Approval of Contract with SimplexGrinnell for Fire Alarm and Monitoring Services at the new Public Works Facility pending City Attorney review.
8. Approval of 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).
9. 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.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval for the Fleet Maintenance Department to declare the Overhead Crane located at the existing Public Works Facility as Surplus and sell via GovDeals.
2. Confirmation of Disciplinary Action Fire 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:

March 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2020	Tuesday	1:30 p.m.	Work Session – Budget 2021 (Insurance/Not for Profits)
April 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
April 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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
June 16, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 16, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
March 17, 2020**

1. Community Appearance Plan

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
March 3, 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 3, 2020, 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.

Pastor Don Lamb, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Mayor Chesney presented the Tennessee Senate Joint Resolution No. 715 to K-9 Officer Paul Pressley with his canine partner, Juno and K-9 Officer Blake McCarter with his canine partner, Riot for their exemplary performance during a recent recertification.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Rhonda Krenzer, David Quillen and Billy Daniel

Councilmember Smith made a motion to approve the February 18, 2020 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Ordinance 3648 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3648

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 29 (Sign Regulations) of the Morristown Municipal Code (Historic Signs).

Councilmember Pedigo made a motion to approve the Request for Proposals for Construction Manager Advisory Services for the Community Center as submitted by BurWil Construction Company and allow Tony Cox, City Administrator, to enter into contract negotiations. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Request for Proposals for Real Estate Broker/Agent Services for the City of Morristown as submitted by LeBel Commercial Reality and to allow Tony Cox, City Administrator, to enter into contract negotiations. Councilmember Bivens seconded the motion and upon roll call; Councilmember A'Hearn, Bivens, Garrett, Senter, Smith and Mayor Chesney voted "aye", Councilmember Pedigo voted "no".

Councilmember Pedigo made a motion to approve the Work Authorization No. 13-2017 with Michael Baker International, Inc. for Drainage Improvements Project (Amendment 1) at the Morristown Regional Airport for an amount not to exceed \$30,084.00. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of Tasers for the Morristown Police Dept. from Gulf States Distributor, INC, a sole source distributor for Taser Brand, in the amount of \$10,485.00 (PO#20001828-02). Councilmember Smith seconded the motion and upon roll call; all voted "aye"

Councilmember Senter made a motion to approve the purchase of a Fire Alarm System Panel replacement for the Morristown City Center in the amount of \$17,864.48.02 (PO#20001949-00). Councilmember Pedigo 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

Mayor Gary Chesney adjourned the March 3, 2020 Morristown City Council meeting at 5:27 p.m.


Mayor

Attest:

City Administrator

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: March 6, 2020

Subject: LAMTPO CPG Contract

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) has received the CPG (consolidated planning grant) contract. This is an amended contract, which will add FFY2020 funds to the existing FFY2019 funded contract. The LAMTPO Executive Board had unanimously approved this contract.

These funds are used for LAMTPO administration and planning purposes. The breakdown for these funds are shown in the table below

FFY	State	Federal	Local Match	Total
2019	\$3,152.00	\$236,024.00	\$ 59,794.00	\$298,970.00
2020	\$3,219.20	\$194,827.20	\$ 49,511.60	\$247,558.00
TOTALS	\$6,371.20	\$430,851.20	\$109,305.60	\$546,528.00

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

LAMTPO staff recommends approving the contract as submitted.

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

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

Thank you for your time and cooperation.



GRANT AMENDMENT

Agency Tracking # 40100-02519	Edison ID 59110	Contract # Z19MPO009	Amendment # 1
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Contractor Legal Entity Name City of Morristown	Edison Vendor ID 4108
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Amendment Purpose & Effect(s) To add Consolidated Planning Grant funds
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Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 198,046.40
--

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	3,152.00	236,024.00			239,176.00
2020	3,219.20	194,827.20			198,046.40
TOTAL:	\$6,371.20	\$430,851.20			\$437,222.40

American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

1Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	OCR USE Z19 MPO 009
Speed Chart (optional)	Account Code (optional) 71302000

**AMENDMENT ONE
OF GRANT CONTRACT Z19MPO009**

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

1. **Maximum Liability.** In no event shall the maximum liability of the State under the Grant Contract exceed Four Hundred Thirty-Seven Thousand Two Hundred Twenty-Two Dollars and Forty Cents (\$437,222.40) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2020. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY, APPROVED AS TO FORM DATE

DEPARTMENT OF TRANSPORTATION

CLAY BRIGHT, COMMISSIONER DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL DATE

GRANT BUDGET				
Additional Identification Information as Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/1/2018 END: 9/30/2021				
POLICY 03 Object Line- Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	196,369.80	45,152.20	241,522.00
4, 15	Professional Fee, Grant & Award ²	212,852.60	49,189.40	262,042.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,000.00	1,000.00	5,000.00
11, 12	Travel, Conferences & Meetings	8,000.00	2,000.00	10,000.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	16,000.00	4,000.00	20,000.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$437,222.40	\$101,341.60	\$538,564.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Corridor Studies (11E, SR160; others that may be needed as requested)	\$229,852.00
Mass Transit Fixed Route Planning study	\$32,190.00
TOTAL	\$262,042.00

OTHER NON-PERSONNEL	AMOUNT
Advertisements in newspapers, local media	\$20,000.00
TOTAL	\$20,000.00

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the seventeenth (17) day of March in the year 2020
(In words, indicate day, month and year.)

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

City of Morristown
100 West First Street
Morristown, TN 37814

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

BurWil Construction Company, Inc
1545 Western Avenue
Suite 208
Knoxville, TN 37921

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

City of Morristown Community Center
Durham Landing
Morristown, TN 37813

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

Lose Design
2809 Foster Ave
Nashville, TN 37210

The Owner and Construction Manager 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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. *AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

1. RFP dated Friday, January 3, 2020
2. Drawings and specifications prepared by Lose Design
3. Sequence or operations to be determined later by mutual agreement

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The actual facility is approximately 115,000 square feet that includes; a. Full facility controlled access; reception and lobby; facility administrative and operations offices; b. Café/Lounge (with associated kitchen), indoor rock-climbing (with associated storage and rental ops); community rooms with storage, child watch room, game and media rooms, on-site security room; catering kitchen; mezzanine level "roof-terrace;" locker and family changing rooms; and supporting facilities (IT, electrical/mechanical custodial, restroom, ect.) c. Four court gymnasiums with a cushioned, floating, resilient hardwood flooring system, flooring to be stripped for multiple court functions with required media functions (scoreboard, audio/visual control full capabilities); d. Fitness area with a sport's rubberized matt flooring system; e. Natatorium to include a tournament level twenty-five yard by twenty-five meter lap pool; a leisure pool with a zero entry, splash pad and kids play structure.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

Lose Design to Provide?

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

75% construction documents – March 23, 2020

100% construction documents TBD

.2 Commencement of construction:

To be determined

.3 Substantial Completion date or milestone dates:

To be determined

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive bid with multiple prime contracts.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

To be determined

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Joey Barnard, CGFM, CMFO, CFE, MBA
Assistant City Administrator
100 West First North Street
Morristown, TN 37814

(423) 585-4614

jbarnard@mymorristown.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

Joey Barnard, CGFM, CMFO, CFE, MBA
Assistant City Administrator
100 West First North Street

Init.

Morristown, TN 37814

(423)585-4614

jbarnard@mymorristown.com

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

Owner Provides

.2 Geotechnical Engineer:

GEO Services LLC
Ros Kingerly
2561 Willow Point Way
Knoxville, TN 37931
(865)539-8242

.3 Civil Engineer:

Lose Design
2809 Foster Avenue
Nashville, Tn 37210

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:

(List name, address and other information.)

Tony Pettit, Manager of Knoxville Operations
BurWil Construction Company, Inc.
1545 Western Avenue
Suite 208
Knoxville, TN 37921
(865) 776-3836
tpettit@burwil.com

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:

(List any specific requirements and personnel to be included in the staffing plan, if known.)

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William H. Prince, Sr., Principal-In-Charge
Nick Self, Project Executive
Tony Pettit, Project Manager
Stacy Prince, Safety Director

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

- .1 Cost Estimator:
(List name, legal status, address and other information.)

TBD

- .2 Other consultants:

TBD

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

RFP response dated January 29, 2020

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

Init.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager

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shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site during normal working hours whenever the Work is being performed adequate to properly monitor quality and safety of work.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

(Paragraphs deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

Should the project or project requirements change through no fault of the Construction Manager, that impacts the need for additional services or staff, the Construction Manager will advise the Owner of such requirements and may increase the on-site staff or additional services as approved by the Owner. Additional staff will be added at the cost identified in Article 11.5

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of Hamblen County

☐ Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by

Init.

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Per attached list of cost (see exhibit _____)

\$22,230 x 4	\$ 88,920
Pre Construction fee (4 months estimated)	\$ 102,500
	\$191,420

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Monthly Construction Services

\$22,230 x 20 Months	\$444,600
Fee Lump Sum \$512,500	\$512,500
	\$957,100

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NYD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

NYD

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus one and 92/100 of a percent (1.92 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Project Manager	\$93.50 / Hr.
Project Manager	\$68.50 / Hr.
Superintendent	\$56.75 / Hr.

Init.

Superintendent's cell phone \$112 / Month
And/Or other additional staff or services that are identified later.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (for travel other than to jobsite)
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; Required or Requested by owner
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and Site office included in monthly cost
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus one and 92/100 of a percent (1.92 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% legal rate at time

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

Init.

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A BurWil Construction Company, Inc response to RFP on January 29, 2020
Exhibit B Pre-Construction Services Schedule

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

William H. Prince, Sr., President/CEO

(Printed name and title)

Additions and Deletions Report for

AIA® Document C132™ – 2009

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 13:17:09 ET on 03/13/2020.

PAGE 1

AGREEMENT made as of the seventeenth (17) day of March in the year 2020

...

City of Morristown
100 West First Street
Morristown, TN 37814

...

BurWil Construction Company, Inc
1545 Western Avenue
Suite 208
Knoxville, TN 37921

...

City of Morristown Community Center
Durham Landing
Morristown, TN 37813

...

Lose Design
2809 Foster Ave
Nashville, TN 37210

PAGE 2

1. RFP dated Friday, January 3, 2020
2. Drawings and specifications prepared by Lose Design
3. Sequence or operations to be determined later by mutual agreement

...

The actual facility is approximately 115,000 square feet that includes; a. Full facility controlled access; reception and lobby; facility administrative and operations offices; b. Café/Lounge (with associated kitchen), indoor rock-climbing (with associated storage and rental ops); community rooms with storage, child watch room, game and media rooms, on-site security room; catering kitchen; mezzanine level "roof- terrace;" locker and family changing rooms; and supporting facilities (IT, electrical/mechanical custodial, restroom, ect.) c. Four court gymnasiums with a cushioned, floating, resilient hardwood flooring system, flooring to be stripped for multiple court functions with required media functions (scoreboard, audio/visual control full capabilities); d. Fitness area with a sport's rubberized matt flooring

system; e. Natatorium to include a tournament level twenty-five yard by twenty-five meter lap pool; a leisure pool with a zero entry, splash pad and kids play structure.

PAGE 3

Lose Design to Provide?

...

75% construction documents – March 23, 2020

100% construction documents TBD

...

To be determined

...

To be determined

...

Competitive bid with multiple prime contracts.

...

To be determined

...

N/A

...

Joey Barnard, CGFM, CMFO, CFE, MBA

Assistant City Administrator

100 West First North Street

Morristown, TN 37814

(423) 585-4614

jbarnard@mymorristown.com

...

Joey Barnard, CGFM, CMFO, CFE, MBA

Assistant City Administrator

100 West First North Street

Morristown, TN 37814

(423)585-4614

jbarnard@mymorristown.com

PAGE 4

Owner Provides

...

GEO Services LLC

Ros Kingerly
2561 Willow Point Way
Knoxville, TN 37931
(865)539-8242

...

.3 Civil Engineer:

Lose Design
2809 Foster Avenue
Nashville, Tn 37210

...

Tony Pettit, Manager of Knoxville Operations
BurWil Construction Company, Inc.
1545 Western Avenue
Suite 208
Knoxville, TN 37921
(865) 776-3836
tpettit@burwil.com
PAGE 5

William H. Prince, Sr., Principal-In-Charge
Nick Self, Project Executive
Tony Pettit, Project Manager
Stacy Prince, Safety Director

...

TBD

...

TBD

...

RFP response dated January 29, 2020
PAGE 6

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and in the aggregate.

PAGE 7

§ 3.2.8 As the Architect progresses with the preparation of the ~~Schematic Design, Design Development and Construction Documents~~, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

PAGE 8

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site ~~whenever the Work is being performed during normal working hours whenever the Work is being performed~~ adequate to properly monitor quality and safety of work.

PAGE 11

~~§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:~~

- ~~.1 Contractor's work force report;~~
- ~~.2 Equipment utilization report;~~
- ~~.3 Cost summary, comparing actual costs to updated cost estimates; and~~
- ~~.4 Any other items as the Owner may require;~~

PAGE 12

§ 4.1.1 Measured drawings	<u>Not Provided</u>	
§ 4.1.2 Architectural interior design (B252™-2007)	<u>Not Provided</u>	
§ 4.1.3 Tenant-related services	<u>Not Provided</u>	
§ 4.1.4 Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.5 LEED® certification (B214™-2012)	<u>Not Provided</u>	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	<u>Not Provided</u>	

...

Should the project or project requirements change through no fault of the Construction Manager, that impacts the need for additional services or staff, the Construction Manager will advise the Owner of such requirements and may increase the on-site staff or additional services as approved by the Owner. Additional staff will be added at the cost identified in Article 11.5

PAGE 13

§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

PAGE 16

[☒] Litigation in a court of ~~competent jurisdiction~~ Hamblen County

PAGE 19

Per attached list of cost (see exhibit _____)

<u>\$22,230 x 4</u>	<u>\$ 88,920</u>
<u>Pre Construction fee (4 months estimated)</u>	<u>\$ 102,500</u>
	<u>\$191,420</u>

...

Monthly Construction Services

<u>\$22,230 x 20 Months</u>	<u>\$444,600</u>
<u>Fee Lump Sum \$512,500</u>	<u>\$512,500</u>
	<u>\$957,100</u>

...

NYD

...

NYD

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus one and 92/100 of a percent (1.92 %), or as otherwise stated below:

...

<u>Senior Project Manager</u>	<u>\$93.50 / Hr.</u>
<u>Project Manager</u>	<u>\$68.50 / Hr.</u>
<u>Superintendent</u>	<u>\$56.75 / Hr.</u>
<u>Superintendent's cell phone</u>	<u>\$112 / Month</u>

And/Or other additional staff or services that are identified later.

PAGE 20

- .1 Transportation and authorized out-of-town travel and subsistence; (for travel other than to jobsite)
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; Required or Requested by owner

...

- .10 Site office expenses; and Site office included in monthly cost

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus one and 92/100 of a percent (1.92 %) of the expenses incurred.

...

§ 11.7.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

% legal rate at time

PAGE 21

Exhibit A BurWil Construction Company, Inc response to RFP on January 29, 2020
Exhibit B Pre-Construction Services Schedule

...

William H. Prince, Sr., President/CEO

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 13:17:09 ET on 03/13/2020 under Order No. 6755950200 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, 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)

Exhibit B
Pre Construction Services

City of Morristown Construction Management Services for Morristown Community Center March 17, 2020

Item	Quan	Unit	Unit labor	Unit material	Unit Equip	Total Labor	Total Material	Total Sub	Total	Remarks
Supervisor Personnel										
Senior Project Manager	0.75	MO	\$11,000.00			\$8,250	\$0	\$0	\$8,250	
Arch. Constructability Review & Estimating Consultants	0.45	MO	\$15,300.00			\$6,885	\$0	\$0	\$6,885	Architectural and Estimator Support
Superintendent	0.1	Mo	\$7,000.00			\$700	\$0	\$0	\$700	
Other						\$0	\$0	\$0	\$0	
Other General Requirements										
Office Furniture	0	MO	\$0.00	\$75.00		\$0	\$0	\$0	\$0	
Office Equipment	0	MO	\$0.00	\$175.00		\$0	\$0	\$0	\$0	
PM Vehicle	1	Mo	\$0.00		\$750.00	\$0	\$0	\$750	\$750	
Superintendent Truck	0	Mo	\$0.00		\$1,500.00	\$0	\$0	\$0	\$0	
Travel expense	0	Mo	\$0.00		\$0.00	\$0	\$0	\$0	\$0	
Office Supplies	1	Mo	\$0.00	\$120.00		\$0	\$120	\$0	\$120	
Other						\$0	\$0	\$0	\$0	
Equipment										
Office Trailer	0	Mo	\$0.00	\$325.00	\$150.00	\$0	\$0	\$0	\$0	
Copier	0	Mo	\$0.00	\$80.00		\$0	\$0	\$0	\$0	
Telephones	0	Mo	\$0.00		\$500.00	\$0	\$0	\$0	\$0	
Layout-Verification	0	Mo			\$85.00	\$0	\$0	\$0	\$0	
Other						\$0	\$0	\$0	\$0	
			Subtotal			\$15,835	\$120	\$750	\$16,705	
			Labor Burden & Sales Tax			\$6,572	\$11	\$0	\$6,583	
			Total			\$22,407	\$131	\$750	\$23,288	
									\$22,230	/month during Pre-Con-Match Quote

Request for Proposal

Exhibit A

Construction Management Services City of Morristown Community Center

January 29, 2020, 10:00 a.m. ET



City of Morristown
Attn: Joey Barnard,
CGFM, CMFO, CFE, MBA
Assistant City Administrator
100 West First North Street
Morristown, TN 37814



BurWil
Construction Company

*"Using Today's Technology
to Build Tomorrow's Landmarks"*

Bristol, Tennessee
Tel. (423) 968-4158

Knoxville, Tennessee
Tel. (423) 968-4158

www.burwil.com
[Return to Agenda](#)

Request for Proposal for Construction Management Services

Amendment No. 1 to RFP including Questions and Answers

Exhibits:

Exhibit A IRS W-9 Form

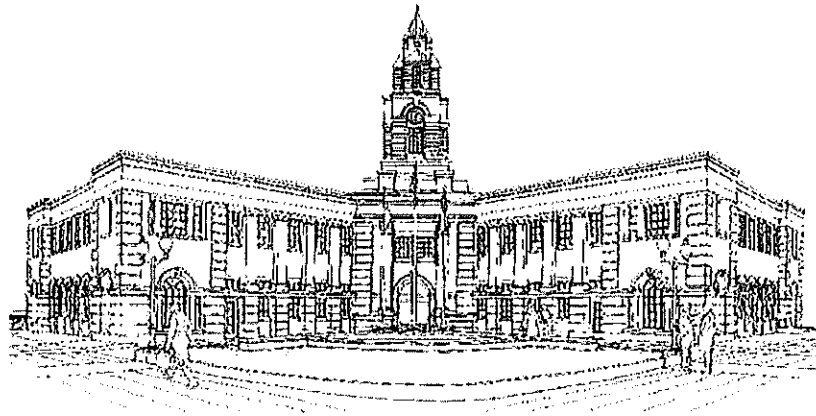
Exhibit B Proposal

Exhibit C Insurance and Bonding

Exhibit D General Conditions



CITY OF MORRISTOWN, TENNESSEE



Request for Proposals For Construction Management Services

**City of Morristown Community
Center**

January 3, 2020

Submission Deadline: January 29, 2020, 10:00 a.m., (local prevailing time)

[Return to Agenda](#)

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSALS – CONSTRUCTION MANAGEMENT SERVICES – CITY OF
MORRISTOWN COMMUNITY CENTER

INVITATION FOR REQUEST FOR PROPOSALS

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

INTRODUCTION

The City of Morristown is requesting proposals from qualified and licensed professionals to provide construction management services for the construction of its community center. The proposed scope of services is discussed herein.

Proposer shall return Request for Proposals in **SEALED** envelope to:

City of Morristown
Attn: Joey Barnard, CGFM, CMFO, CFE, MBA
Assistant City Administrator
100 West First North Street
Morristown, TN 37814

Public opening of the Request for Proposals will be held at the above address at the deadline date and time designated herein. No proposals will be accepted after stated date and time.

DATE ISSUED:	Friday, January 3, 2020
RFP TITLE:	Construction Management Services – City of Morristown Community Center
RFP DEADLINE DATE & TIME:	Wednesday, January 29, 2020; 10:00 a.m. Eastern Time (local prevailing time)
RFP OPENING LOCATION:	Morristown City Center, Training Room, 1 st Floor
RFP CONTACT:	Joey Barnard, CGFM, CMFO, CFE, MBA Assistant City Administrator
CONTACT PHONE:	423.585.4614
CONTACT EMAIL:	jbarnard@mymorristown.com

Signature of Authorized Representative: _____

Nick Self, Vice President of Operations

Name of Company: _____
BurWil Construction Company, Inc.

Bidder Initial 

CITY OF MORRISTOWN, TENNESSEE
REQUEST FOR PROPOSALS – CONSTRUCTION MANAGEMENT SERVICES – CITY OF
MORRISTOWN COMMUNITY CENTER

SECTION I - TERMS AND CONDITIONS

1. REQUIREMENTS FOR SEALED PROPOSAL SUBMISSION.

The City of Morristown **requires** the following to be included in the submittal:

- a. ONE (1), COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
- b. Complete and original request for proposal with "Proposer Initial" completed by authorized representative.
- c. An electronic COPY on a flash-drive that includes all information desired to be submitted in one file. The electronic media copy shall be saved in Adobe PDF format.
- d. All proposals shall be submitted in a SEALED, envelope clearly marked with the proposer's name, proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE to the attention of Joey Barnard, CGFM, CFMO, CFE, MBA, Assistant City Administrator.
- e. Copy of Firm's IRS W-9 Form. **See Exhibit A**

- 2. PROPOSALS RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third-party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

- 3. TAX EXEMPT.** The City of Morristown is a tax-exempt entity. The successful vendor will be provided with an executed copy of tax-exempt form.

- 4. ANTI-COLLUSION.** The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

- 5. AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

- 6. OPEN RECORDS ACT.** Once the proposal document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act. The City of Morristown will comply with all legitimate requests.

- 7. PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 30 days of the previous month's statement being received in the City of Morristown's Finance Office.

Bidder Initial *JS*


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8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.
9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **NO SUBMISSION.** If you choose to not respond to this sealed proposal request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer agrees that all applicable Federal, State, and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the "Proposer Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's representative that is listed on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown's representative. Any such unauthorized contact may cause the disqualification of the entity from this process and could result in debarment on future projects.
15. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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16. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
17. **ORIGINAL PROPOSAL DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. **PROPOSAL APPROVAL BY LEGISLATIVE BODY.** The proposal awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may terminate the contract with the proposer at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **PRODUCTION COSTS.** The City of Morristown is NOT liable for any costs that may be incurred by the proposers in connection with the preparation or presentation of its proposal.
25. **ADDENDA.** In the event that it becomes necessary to revise any part of this proposal, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
26. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.

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27. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106. All proposers must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act that is included herein.
28. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to jbarnard@mymorristown.com.

Bidder Initial 


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VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

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

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

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

COMPANY NAME:	BurWil Construction Company, Inc.
CONTACT PERSON:	Nick Self
CONTACT PERSON TITLE:	Vice President of Operations
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	54-0717878
STREET ADDRESS:	620 Locust Street
STREET ADDRESS:	
CITY, STATE, ZIP:	Bristol, TN 37620
TELEPHONE NUMBER:	(423) 968-4158
FAX NUMBER:	(423) 968-3199
EMAIL:	nself@burwil.com
DATE:	January 29, 2020

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

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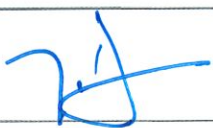


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EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

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

FIRM NAME:	BurWil Construction Company, Inc.
AUTHORIZED REPRESENTATIVE: (printed)	Nick Self, Vice President of Operations
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	January 29, 2020

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

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

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

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**AFFIDAVIT OF COMPLIANCE WITH IRAN DIVESTMENT ACT TENNESSEE
CODE ANNOTATED, SECTION 12-12-106**

(To be submitted with proposal)

I, Nick Self, President or other Principal Officer of

BurWil Construction Company, Inc., swear or affirm that the
Name of Company


Company is in compliance with Tennessee Code Annotated § 12-12-106, in effect at the time of this submission.



President or Principal Officer

Nick Self, Vice President of Operations

For: BurWil Construction Company, Inc.
Name of Company

Bidder Initial 

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SECTION II: OVERVIEW

After many years of discussion and several years of planning, the City of Morristown (the “City”), led by its Mayor and Council desire to construct a new community center for use by its citizenry. The City is soliciting proposals from entities (“Consultants”) with the proper qualifications and experience to provide Construction Management Services for the construction of the community center.

The City is seeking a Consultant to act as its ally in controlling the costs of the project while performing with the upmost quality and integrity. The Consultant will provide feedback directly to the City and make recommendations that is seen in the best interest of the City. The Consultant will work closely with the City on review of plans, contracts, etc., and will coordinate bidding of items with Lose Design. The selected consultant will serve as the primary contact and assume responsibility for the project in addition to working directly with the City Administrator or his designee. The Consultant shall not be permitted to submit a bid on the project and will ensure strict compliance with *Tennessee Code Annotated* and all sections pertinent to Construction Management Services.

History

After much deliberation, the City is set to move forward with the construction of a new community center. The City’s current facility grossly under serves the citizenry. The City owns one gymnasium and no indoor or outdoor aquatics facilities. In the fall of 2016, Council engaged Lose Design and their consultants to conduct a feasibility analysis and master plan study. Based on factors such as population size, population growth, age, median household income, etc., a proposed facility was presented. In the same period, the City moved forward and purchased a large parcel of property for the purpose of locating a new public works facility and the new community center. The property is located off Merchants Greene Boulevard on the City’s newly constructed street, Durham Landing. The City appropriated funds and issued bonds for mass grading of the site, installing infrastructure, and constructing the new public works facility. The new public works facility is under construction and will be completed in the Spring 2020.

In the fall of 2018, Lose Design was engaged to provide schematic drawings up to thirty-five (35%) percent. Lose and Council met several times to make minor changes. In the summer of 2019, Lose’s contract was extended to provide services and constructions documents to completion. Lose is to have construction drawings at the fifty percent (50%) level by January. Therefore, it is of utmost importance that the City move forward to securing Construction Management Services from a qualified entity to begin review of drawings to date and provide necessary feedback to the City.

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Funding

With the adoption of its 2019-2020 fiscal year budget, Council adopted a budget that included a twenty-five cent (\$0.25) property tax increase to fund the construction of the new community center. In the fall of 2019, the City of Morristown moved forward with the issuance of \$37.25 million of General Obligation Bonds to fund the construction of the community center. Bond proceeds have been received and are being invested to maximize interest earnings to go towards the project.

Community Center Project

The selected respondent, upon the execution of a successfully negotiated contract, will be responsible for providing Construction Management Services related to the construction of the community center. The selected respondent will be working with Lose Design, as final construction documents are completed for permitting and construction. The facility is currently under design by Lose in the construction documents phase of development at an estimated 50% level of completion. The facility is comprised of the following:

1. The Community Center site is approximately fifteen (15) acres, of which approximately ten (10) acres has been mass graded. The ten (10) acres that has been mass graded includes building pad, plaza, and front parking area, the proposed grades are within approximately two feet vertically of mass grading elevations. The remaining five (5) acres included in the project is undisturbed and will require up to six (6) feet of cut or fill. The site work associated with the community center will include earthwork, erosion control, storm sewers, parking lot (411 spaces) and access drive asphalt paving, curbing, parking striping, crosswalks, signage, concrete paving associated with pedestrian facilities, outdoor splash pad (with piping, pumps, reservoirs and equipment) and associated site furnishings, sewer extensions and services, water service to the building and fire lines, landscaping and irrigation.
2. The actual facility is approximately 115,000 square feet that includes;
 - a. Full facility controlled access; reception and lobby; facility administrative and operations offices;
 - b. Café/lounge (with associated kitchen); indoor rock-climbing (with associated storage and rental ops); community rooms and storage; child watch room; game room; media room; on-site security room; catering kitchen; mezzanine level “roof-terrace”; locker rooms and family changing rooms; and supporting facilities (IT, electrical/mechanical, custodial, restrooms, etc.)

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- c. Four (4) full court gymnasiums with a cushioned, floating, resilient hardwood flooring system, flooring to be stripped for multiple court functions with required media functions (scoreboards, audio/ visual control full capabilities); the gymnasium courts are to be convertible for other programmed purposes through utilization of protective floor covering stored within adjacent rooms to the gym; overhead walking track with cushioned, poured rubberized sport flooring system;
- d. Fitness area with a sport's rubberized mat flooring system; large and small fitness rooms with a cushioned, anchored, resilient hardwood flooring system;
- e. Natatorium to include a tournament level twenty-five yard by twenty-five meter lap pool; a leisure pool with a zero entry and kids play structure, deck space, flume slide with deck run-out, wet classrooms, aquatic offices and first aid, storage, spectator observation area to include seating, and mechanical/ pump/ chemical rooms.

Abbreviated 50% drawings are included in the Request for Proposals in Appendix A for your consideration and benefit in responding to the RFP.

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SECTION III: PROPOSAL AND CONSTRUCTION SCHEDULE

Prospective responders may pick up a copy of the Request for Proposals in the Finance Department located at 100 West First North Street, Morristown, TN 37814 during normal business hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. or obtain a copy on the City of Morristown's website, www.mymorristown.com.

Persons or firms submitting a response should carefully examine the Request for Proposals documents and fully inform themselves as to all conditions and matters, which can in any way affect the work or the costs thereof. Should a responder find discrepancies in, or omissions from this request, or should be in doubt as to their meanings, he should at once notify the City of Morristown and obtain clarification prior to submitting any proposal. All requests for clarification or questions concerning this RFP must be submitted in writing no later than **January 16, 2020, at 5:00 p.m. local time prevailing**. As stated above, any and all questions should be remitted via email to Joey Barnard, Assistant City Administrator at jbarnard@mymorristown.com. All questions and responses will be posted to the City of Morristown's website no later than 5:00 p.m., local time prevailing, on January 17, 2020.

As previously stated, any and all responses are to be received by **Wednesday, January 29, 2020, 10:00 a.m., local time prevailing**. Please refer to Section I: General Terms and Conditions, number 2 regarding any late responses received.

Once received, all responsible responses will be evaluated. Should it be determined that interviews are necessary, they will be scheduled immediately. Upon reaching a conclusion on the most responsive proposal, a recommendation will be made to City Council for their consideration. It is the goal to be able to make a recommendation to City Council no later than their February 18, 2020 meeting. Should Council grant permission, the City will enter into contract negotiations with the successful respondent with the goal of presenting a contract to Council for consideration at its March 3, 2020 meeting.

Upon Council approval, the chosen Consultant would begin work upon execution of the contract. The immediate steps would be to review construction plans to date and make recommendations that are in the best interest of the City. Construction drawings and final design should be completed by Lose Design with any recommended changes by the Consultant no later than June 2020. The Consultant will then lead the direction and steps necessary in coordination with the City and Lose Design to get the community center constructed. It is anticipated from the City that construction can be completed by March 2022. The City will rely upon the expertise of the consultant to ensure the project remains on track and flows smoothly.

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SECTION IV: SCOPE OF SERVICES

The Consultant will provide assistance to the City during the project by providing the following services, including but not limited to:

1. The Consultant will provide continuous on-site management services, including being responsible for the coordination of all construction activity, including recommending various courses of action when construction contractors are not performing work in accordance with contract documents, conducting regular onsite coordination meetings and quality control.
2. The Consultant shall be responsible for controlling site access.
3. The Consultant shall provide administration of the contracts for construction in cooperation with the City. The Consultant will ensure that that all bids and contracts are in compliance with all applicable laws and are properly approved prior to any work being performed.
4. The Consultant shall conduct a general pre-construction meeting prior to the start of construction and in-depth pre-construction meetings with all contractors prior to the start of their work activities.
5. The Consultant shall track construction costs and maintain detailed construction cost records.
6. The Consultant shall review and monitor a comprehensive safety program for the Project.
7. The Consultant shall establish and maintain quality control and quality assurance standards.
8. The Consultant shall prepare and update the construction schedule so that it incorporates all parties' responsibilities, which will be used for monitoring and enforcing the Project's progress. This schedule will be updated monthly for the City Administrator or his designee.
9. The Consultant shall schedule and conduct regular construction team meetings to be attended by the City's representatives, Lose Design, and all contractors who are working on-site or starting in the near future to review construction progress, scheduling, problems, etc. The Consultant shall prepare and distribute meeting notes to all parties involved.
10. The Consultant shall review each contractor's application for payment based on observation and evaluation of performance and coordinate with each contractor as needed for modifications prior to submitting to City Council for approval.

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11. The Consultant shall determine in general that the work of each contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. The Consultant in consultation with City Administrator or his designee may reject work that does not conform to the requirements of the contract documents.
12. The Consultant shall review request changes, assist in negotiating contractor's proposals, submit recommendations to City, and if the requests are accepted, prepare change orders.
13. The Consultant shall review the contractor's payroll and processes to ensure all state and federal requirements are being met.
14. The Consultant shall track construction documents for the Project. This will include all contract drawings, specifications, addenda, change orders and other modifications, in good order and clearly marked for all changes to submit to the City.
15. The Consultant shall assist the City in determining when each contractor's work or a designated portion of that work is substantially complete. The Consultant shall prepare a list of items that are not complete or do not meet standards and a schedule for their completion. The Consultant shall conduct inspections to determine whether the work is complete and/or has been corrected, as well as conducting the final punch list and specifications.
16. The Consultant shall monitor, coordinate and resolve all complaints to the satisfaction of the City over a one-year period following substantial completion of the Project components

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SECTION V: PROPOSAL FORMAT

See Exhibit B

The proposal shall be styled at the discretion of the submitter. However, at a minimum it must address these areas:

1. General Consultant Qualifications:
 - a. An overview of the entity
 - b. Location of corporate office
 - c. Location and office address that will service the project if different than corporate office
 - d. Organizational structure
 - e. Total number of employees
2. Project Management Plan & Key Personnel
 - a. Provide resumes of your professional staff, including present ownership and key management members that will work directly with the City on the project. In addition to resumes, please provide work history and accreditations/credentials.
 - b. Provide a list of expected activities to be undertaken and brief description of each as it relates to your management approach in providing management services to this project. This should include, but not be limited to, scheduling, progress reporting, quality control, safety information, etc.
 - c. Provide detail of your current workload and your ability to provide dedicated and necessary resources to this project.
 - d. Provide detail of your past or current experience in working with Lose Design
 - e. Provide documentation from insurance provider/surety agency stating that respondent has sufficient bonding capacity for the project.
3. Related Project Experience:
 - a. List of Construction Management Service projects the Consultant has completed in the last five (5) years, or is currently in-progress, for a municipality, county, or other public entity. Please include the following (limit to two (2) pages per project):
 - i. Project Name
 - ii. Location
 - iii. Start and Completion Dates or Existing Status
 - iv. Brief Description
 - v. Owner Contact Information
 - vi. Architect/Engineer Contact Information
 - vii. Consultant Staff Assigned to Project
 - viii. Project Square Footage
 - ix. Project Budget
 - x. Final Project Costs

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- b. List of other relevant or similar public sector project experience completed in the last five (5) years, or is currently in-progress, for a municipality, county, or other public entity. Please include the following (limit to two (2) pages per project):
 - i. Project Name
 - ii. Location
 - iii. Start and Completion Dates or Existing Status
 - iv. Brief Description
 - v. Owner Contact Information
 - vi. Architect/Engineer Contact Information
 - vii. Consultant Staff Assigned to Project
 - viii. Project Square Footage
 - ix. Project Budget
 - x. Final Project Costs

4. References

- a. Please provide five (5) references from other local government clients (name, position, address, and current contact information). **Please note that the City of Morristown should not be included.**

5. Proposed Compensation

- a. Please state your preferred all-inclusive Construction Management Services Fee as a lump sum cost, if this is your preferred proposal.
- b. Please state your preferred all-inclusive Construction Management Services Fee as percentage of construction cost, if this is your preferred proposal.
- c. Please provide hourly fee rates by position for staff you anticipate being assigned to the project. Please note, the City is not wanting individual names.

SECTION VI: INSURANCE AND BONDING REQUIREMENTS See Exhibit C

As presented in Section V.2.e, the respondent will provide adequate documentation from its insurance provider and/or surety agency that it has sufficient bond capacity for the project.

In addition to the above, the selected proposer will name the City of Morristown as an additional insured in the amount of \$1 million with proof of workers compensation of at least \$500,000 and maintain such insurance for the duration of contract. Proof of insurance shall be provided and verified before contract approval.

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SECTION VII: SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below, as well as on any proposed fees for the services offered. The City may conduct such investigations as deemed necessary to establish the responsibility and qualifications of the Proposer. The City will contract directly with the organization that is selected.

Item	Point Value (Maximum)
General Consultant Qualifications: <ul style="list-style-type: none">• Overall qualifications• Organizational structure	10 points
Project Management Plan & Key Personnel: <ul style="list-style-type: none">• Organizational size and structure of firm• Experience of staff assigned to project• Availability to provide service and attention to project• Experience with Lose Design	15 points
Related Project Experience <ul style="list-style-type: none">• Experience with Construction Management Services on public sector projects• Other experience with similar projects	40 points
References of similar services provided for other public sector clients	10 points
Proposed Compensation**	25 points
TOTAL Points Available	100 points

** Although cost is a significant factor, it is not the dominating factor. Cost is given more importance when all other evaluation criteria are relatively equal. If there is reason to believe that an unreasonably low proposal has been submitted, it will be rejected.

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APPENDIX A
For
Construction Management
Services RFP
City of Morristown Community
Center

MORRISTOWN COMMUNITY CENTER

LOSE DESIGN PROJECT # 17007-3

PREPARED: 4/25/2019

SCHEMATIC DESIGN FACILITY PROGRAM					
SPACE	INDOOR PROGRAMMING PRODUCT/SERVICES	COUNT	APPROX. SF. EACH	TOTAL SF	% OF FOOTPRINT
SPORTS COURTS	NBA BASKETBALL COURTS	2	24,713		
	HIGH SCHOOL BASKETBALL COURTS	4	OVER COURT	24,713	21.37%
	VOLLEYBALL COURTS	6	OVER COURT		
	STORAGE	5	VARIES	1,633	1.41%
	TOTAL COURT SQ. FT.			26,346	22.79%
FITNESS	HEAVY EQUIPMENT ROOM	1	5,953	5,953	5.15%
	LARGE EXERCISE ROOM	1	1,807	1,807	1.56%
	SMALL EXERCISE ROOM	1	758	758	0.66%
	STORAGE	2	VARIES	137	0.12%
	TOTAL FITNESS SQ. FT.			8,655	7.49%
TRACK	ELEVATED TRACK	1	9,535	9,535	8.25%
	STORAGE	1	63	63	0.05%
	TOTAL ELEVATED TRACK SQ. FT.			9,598	8.30%
AQUATICS	COMPETITION LAP POOL	1	6,788		
	LEISURE POOL	1	1,917		
	DECK SPACE	VARIES	7,348	16,051	13.88%
	CIRCULATION AND WALLS	N/A	N/A		
	SWIMMER SEATING	1	975	975	0.84%
	MEZZANINE SEATING	1	2,252	2,252	1.95%
	AQUATIC STORAGE	1	487	487	0.42%
	AQUATICS OFFICE	1	326	326	0.28%
	WET CLASSROOMS	4	VARIES	1,480	1.28%
	LIFE GUARD ROOM	1	390	390	0.34%
	POOL MECHANICAL ROOM	1	1,082	1,082	0.94%
	STAIRCASE	1	406	406	0.35%
	TOTAL AQUATICS SQ. FT.			23,459	20.29%
ADVENTURE	ROCK CLIMBING	1	1,889	1,889	1.62%
	MULTI-PURPOSE ROOMS	3	VARIES	1,779	1.54%
	TOTAL ADVENTURE SQ. FT.			3,648	3.16%
ADMIN / FLEX SPACE	ENTRANCE VESTIBULE	1	179	179	0.15%
	RECEPTION	1	1,039	1,039	0.90%
	FACILITIES MANAGEMENT OFFICE AREA + 4 OFFICES	4	VARIES	2,357	2.04%
	FACILITIES SERVICES OFFICE AREA	1	647	647	0.56%
	P & R OFFICE AREA	1	3,203	3,203	2.77%
	CONFERENCE ROOM	1	625	625	0.54%
	MULTIPURPOSE ROOMS W/ PARTITION WALL	2	1,212	2,424	2.10%
	COMPUTER ROOM	1	497	497	0.43%
	REST ROOMS	4	VARIES	1,052	0.91%
	LOCKER ROOMS	2	VARIES	2,679	2.32%
	ADA STALLS / FAMILY RR	16	VARIES	1,098	0.95%
	JANITOR / STORAGE	3	VARIES	199	0.17%
	CHILD WATCH	1	859	859	0.74%
	COMMUNITY ROOM	2	1,870	3,739	3.23%
	CAFÉ / OPEN SEATING AREA	1	2,174	2,174	1.88%
	CAFÉ COUNTER SPACE, KITCHEN & PANTRY	1	683	683	0.59%
	CATERING KITCHEN	1	826	826	0.71%
	STORAGE	8	VARIES	1,134	0.98%
	LOUNGE / OPEN SEATING	1	1,929	1,929	1.67%
	SECURITY / CONTROL OFFICE	1	442	442	0.38%
	TOTAL ADMIN/FLEX SPACE SQ. FT.			27,785	24.03%
CIRCULATION	STAIRCASE	4	VARIES	2,271	1.96%
	CIRCULATION (LOBBIES+ELEV.)	N/A	VARIES	7,951	6.89%
	TOTAL CIRCULATION SQ. FT.			10,232	8.85%
MECH./ELEC. ROOMS	UTILITY ROOMS (SPRINKLER, MECH., ELEC., IT)	7	VARIES	1,318	1.14%
	TOTAL MECH./ELEC. ROOMS SQ. FT.			1,318	1.14%
MISCELLANEOUS	MISCELLANEOUS (WALLS, ROOF ACCESS, CHASE, ETC.)	N/A	4,580	4,580	3.96%
	TOTAL MISCELLANEOUS SQ. FT.			4,580	3.96%
OUTDOOR SPACES	ROOF TERRACE	1	2,314	2,314	
	OUTDOOR MECH. UNIT AREA 1	1	2,294	2,294	
	OUTDOOR MECH. UNIT AREA 2	1	432	432	
	OUTDOOR MECH. UNIT AREA 3	1	1,735	1,735	
	TOTAL OUTDOOR MECH. UNIT AREA SQ. FT.			4,461	
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE (DESIGN OPTION #1)				115,621	100.00%

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- LEGEND:
- SITE AMENITIES:
- 1 SLASH PAD
 - 2 ENTRY PLAZA
 - 3 OUTDOOR CAFE
 - 4 BOOTCAMP LAWN
 - 5 SHADE CANOPIES
 - 6 SEATING ALCOVE
 - 7 EMERGENCY ACCESS DRIVE
 - 8 PUBLIC WORKS FACILITY
 - 9 BUILDING EXPANSION AREA
- PARKING:
- 10 1/-411 PARKING SPACES





EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE

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CITY OF MORRISTOWN, TN

PLACE
STAMP
HERE

LOSE
DESIGN
SPACES FOR LIFE.

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SCALE
EXTERIOR
PERSPECTIVES

PROJECT NO. 2018-001
SHEET NO. 10
DATE 10/1/18
SCALE 1/8" = 1'-0"
A0.50



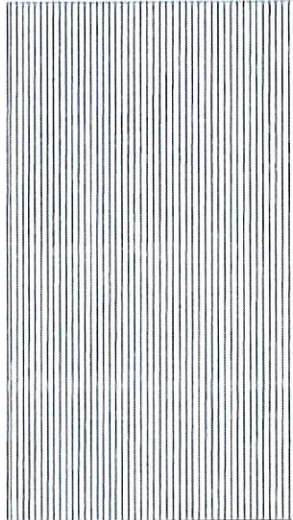
INTERIOR PERSPECTIVE - MAIN ENTRANCE



INTERIOR PERSPECTIVE - CAFE SEATING AND LOBBY



INTERIOR PERSPECTIVE - BRIDGE AND ROCK CLIMBING AREA



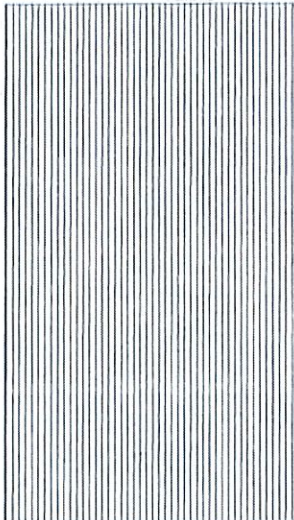
INTERIOR PERSPECTIVE - GYMNASIUM



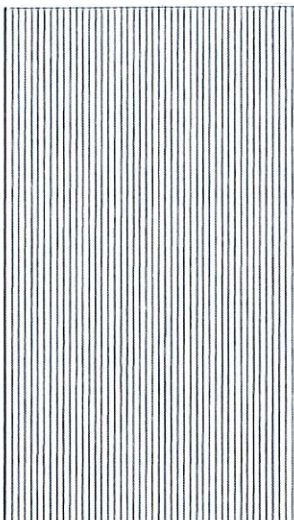
INTERIOR PERSPECTIVE - WALKING TRACK



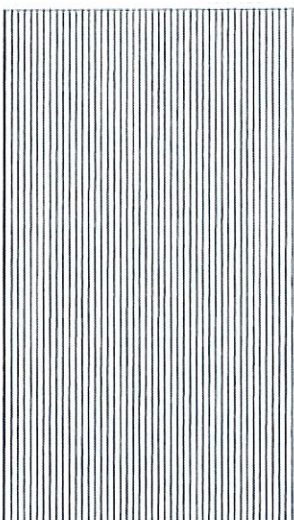
INTERIOR PERSPECTIVE - WORKOUT EQUIPMENT



INTERIOR PERSPECTIVE - EXERCISE ROOM



INTERIOR PERSPECTIVE - GAME ROOM



INTERIOR PERSPECTIVE - COMPUTER LAB

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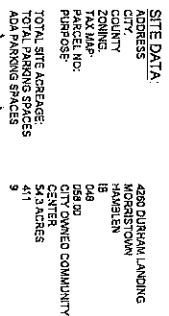
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CITY OF MORRISTOWN, TN

TENNESSEE

MORRISTOWN

INTERIOR
PERSPECTIVES

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CITY OF NORRISTOWN

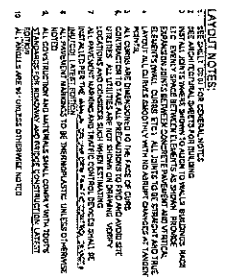
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LÖSE
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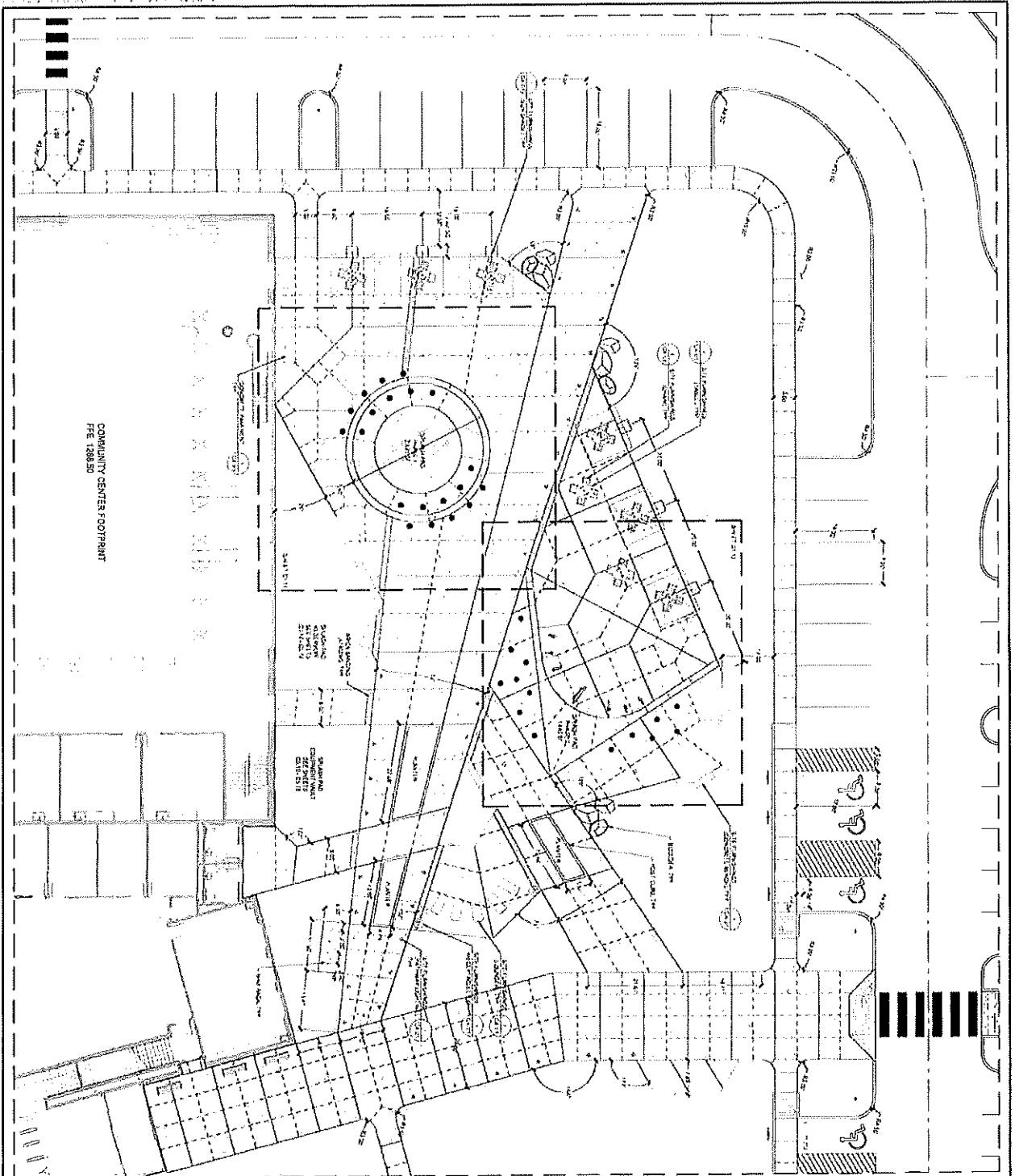
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PROJECT: C1.00	



C1.01

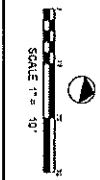
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DESIGN**

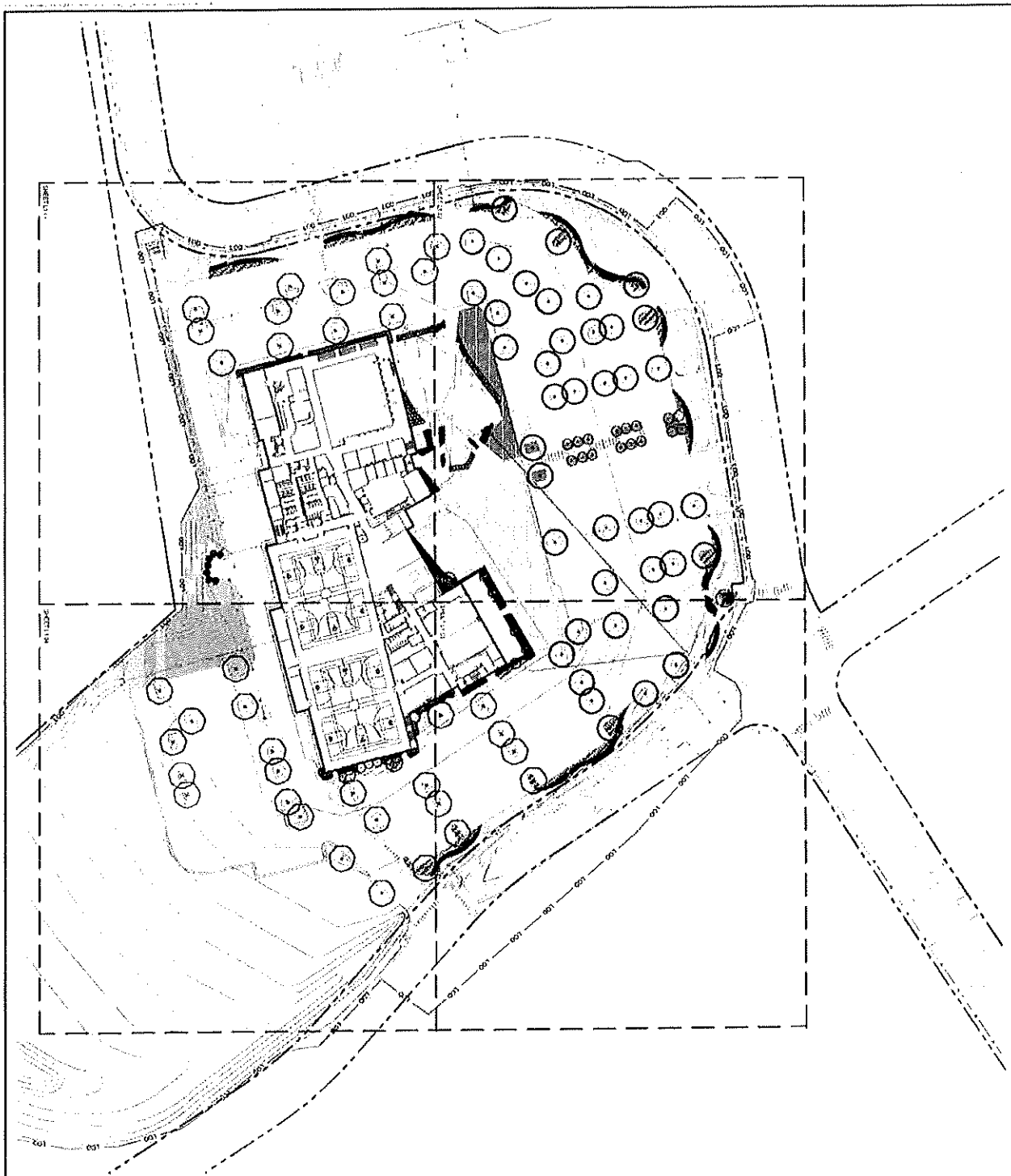
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- LAYOUT NOTES**
1. SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS.
 2. THE EXISTING BUILDING IS TO BE DEMOLISHED AND A NEW BUILDING IS TO BE CONSTRUCTED ON THE SAME SITE.
 3. ALL UTILITIES ARE TO BE SHOWN AND THE EXISTING UTILITIES ARE TO BE MAINTAINED.
 4. ALL UTILITIES ARE TO BE SHOWN AND THE EXISTING UTILITIES ARE TO BE MAINTAINED.
 5. ALL UTILITIES ARE TO BE SHOWN AND THE EXISTING UTILITIES ARE TO BE MAINTAINED.
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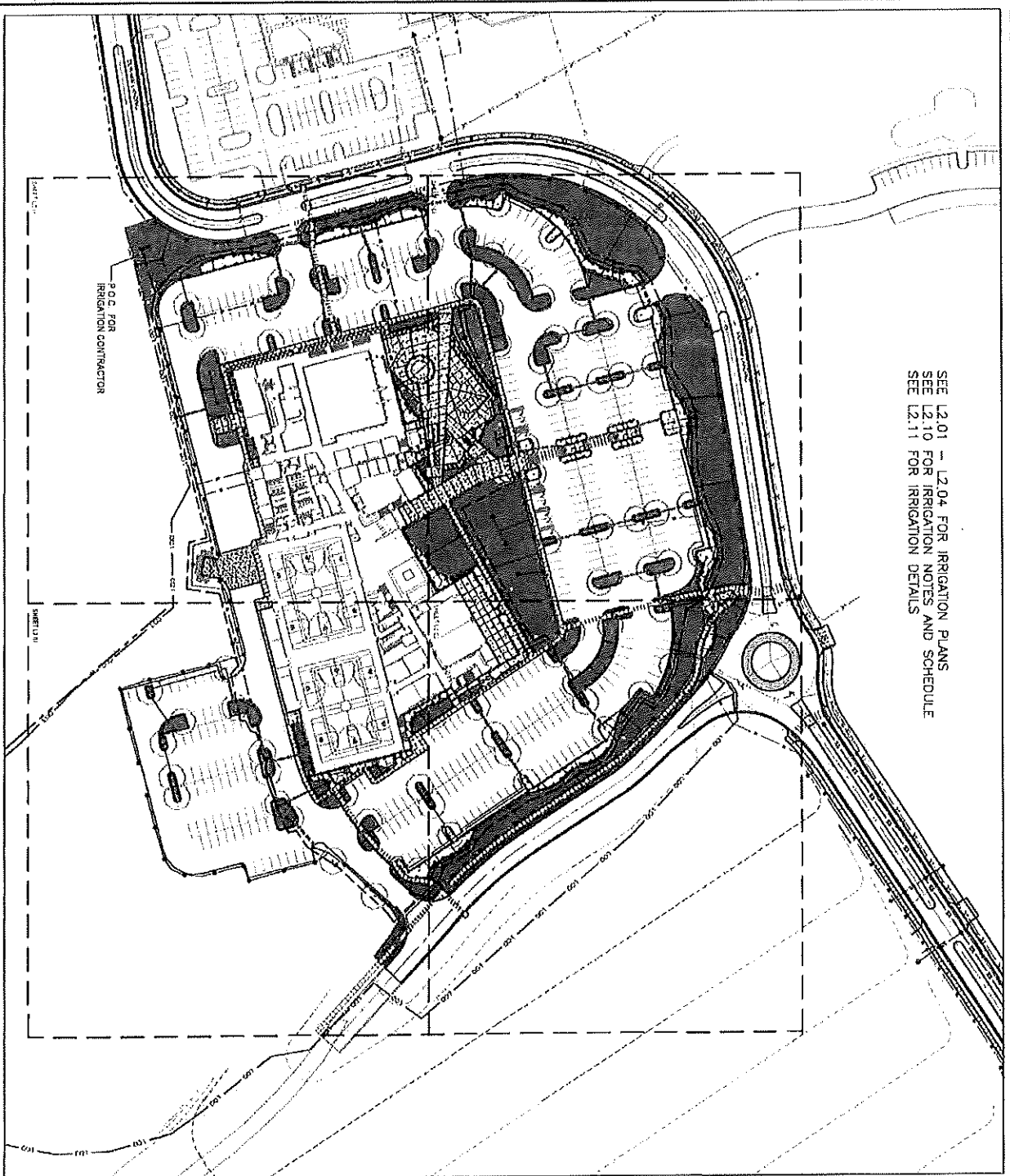
- LAYOUT LEGEND**
- EXISTING BUILDING
 - NEW BUILDING
 - CONCRETE WALL/SLAB





<p>11.00</p>	<p>OVERALL LANDSCAPE PLAN</p>	<p>DRAFT</p>		<p>MORRISTOWN COMMUNITY CENTER</p>	<p>NOT FOR CONSTRUCTION</p>	<p>NOT FOR CONSTRUCTION</p>	<p>LOSE DESIGN SPACES FOR LIFE</p>
		<p>MORRISTOWN</p>	<p>CITY OF MORRISTOWN</p>	<p>11.00.00</p>	<p>11.00.00</p>	<p>Return to Agenda</p>	

SEE L2.01 - L2.04 FOR IRRIGATION PLANS
SEE L2.10 FOR IRRIGATION NOTES AND SCHEDULE
SEE L2.11 FOR IRRIGATION DETAILS



NOTE: CONTRACTOR TO THE INFO
EXISTING UTILITIES AS SHOWN ON
PLANS AND TO BE SHOWN ON
CONFIRMED BY OWNER. CONTRACTOR
TO THE INFO EXISTING TWO WIRE
SYSTEM, VERIFY LOCATION OF
CONTROLLER WITH OWNER.



L2.00

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/11/11
2	ISSUED FOR CONSTRUCTION	11/11/11
3	ISSUED FOR AS-BUILT	11/11/11

OVERALL IRRIGATION
PLAN



MORRISTOWN COMMUNITY CENTER

CITY OF MORRISTOWN

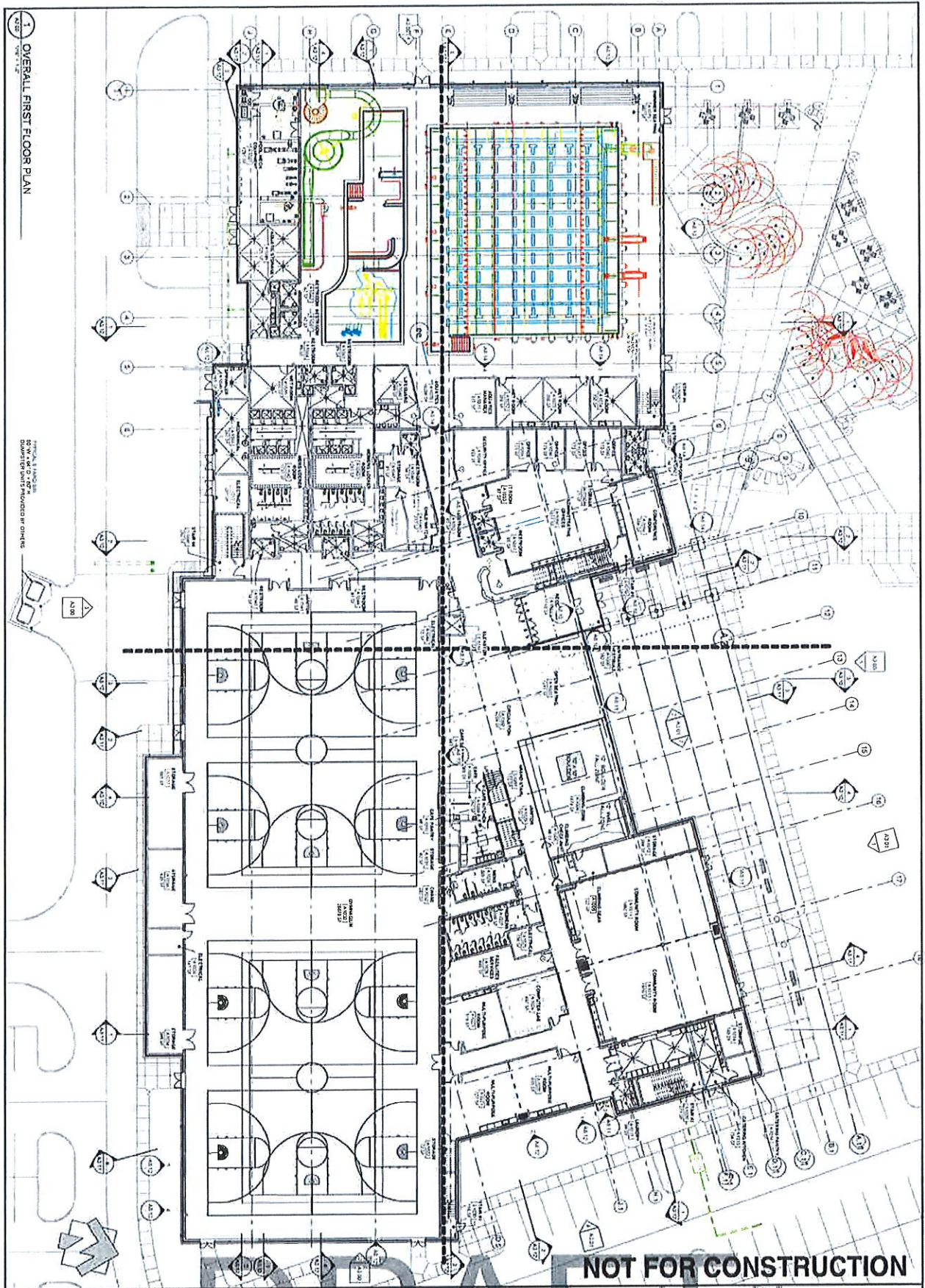
11/11/11

NOT FOR
CONSTRUCTION

NOT FOR
CONSTRUCTION

LOSE
DESIGN
SPACES FOR LIFE

Return to Agenda



OVERALL FIRST FLOOR PLAN

1
A2.00

MORRISTOWN COMMUNITY CENTER

PREPARED BY
CITY OF MORRISTOWN, TN

MORRISTOWN TENNESSEE

LOSE DESIGN

SPACES FOR LIFE

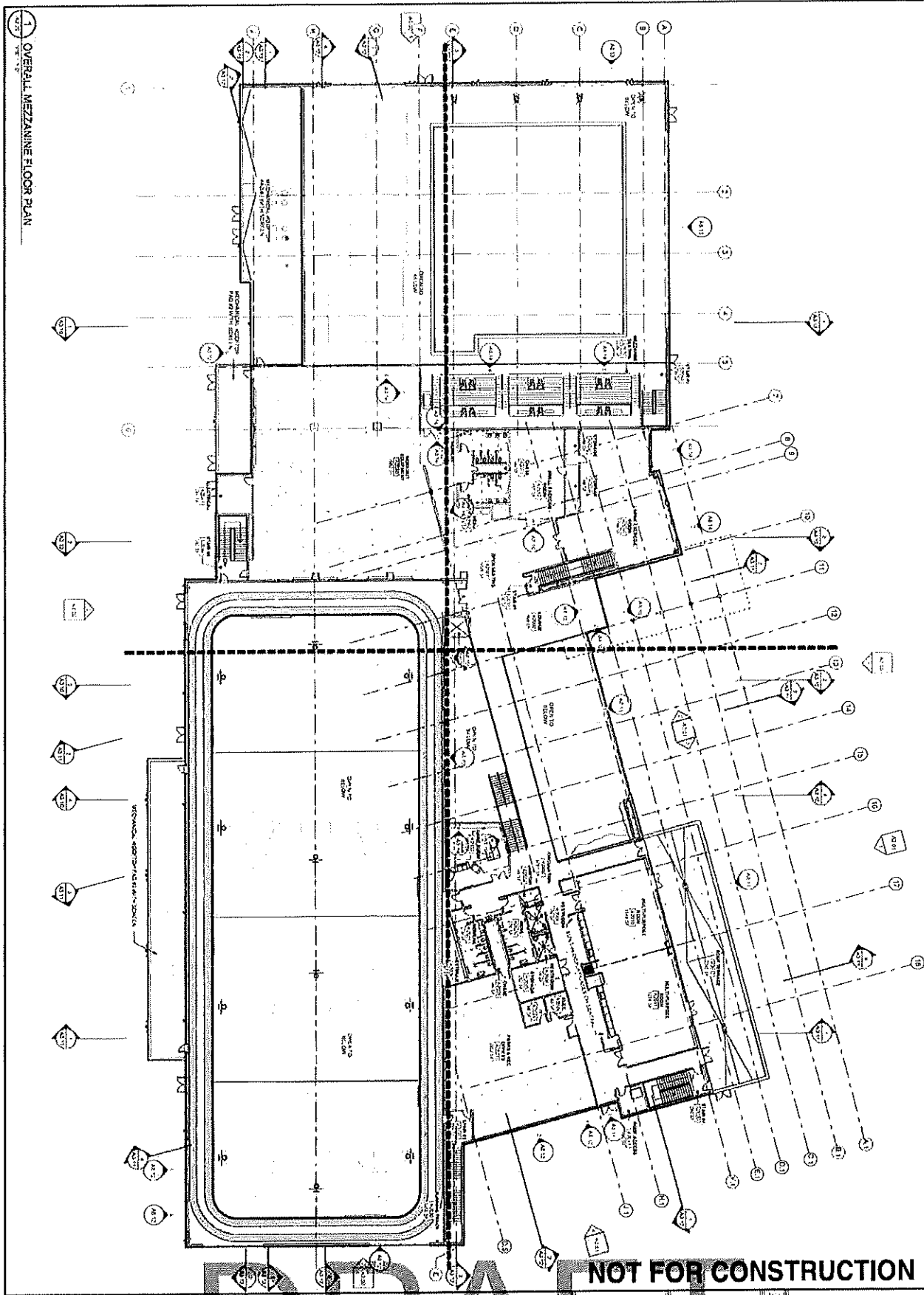
FIRST FLOOR PLAN - OVERALL

DATE: 11/20/23
BY: [Signature]
SCALE: 1/8" = 1'-0"

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[Return to Agenda](#)



MEZZANINE FLOOR PLAN - OVERALL

A2.20

DRAFT

MORRISTOWN COMMUNITY CENTER

PREPARED FOR
CITY OF MORRISTOWN, TN

TURN 65 SEE

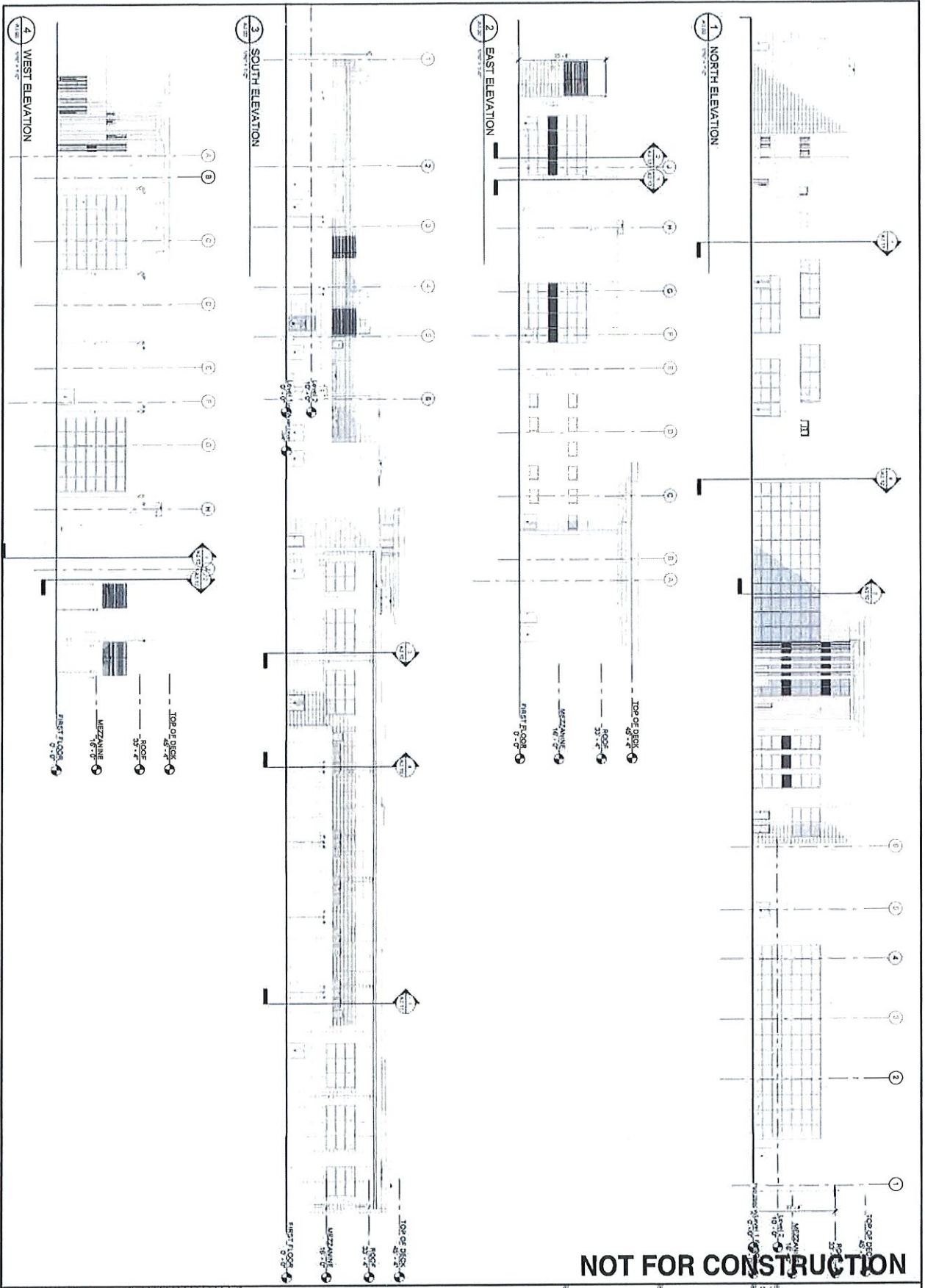
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SPACES FOR LIFE.

[Return to Agenda](#)



NOT FOR CONSTRUCTION

MORRISTOWN COMMUNITY CENTER

PREPARED FOR:
CITY OF MORRISTOWN, TN

MORRISTOWN

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LOSE DESIGN
SPACES FOR LIFE

Return to Agenda

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BUILDING ELEVATIONS

DATE: 11/11/11

SCALE: 1/8" = 1'-0"

PROJECT: MORRISTOWN COMMUNITY CENTER

ARCHITECT: LOSE DESIGN

PROJECT NO: 11111

DATE: 11/11/11

SCALE: 1/8" = 1'-0"

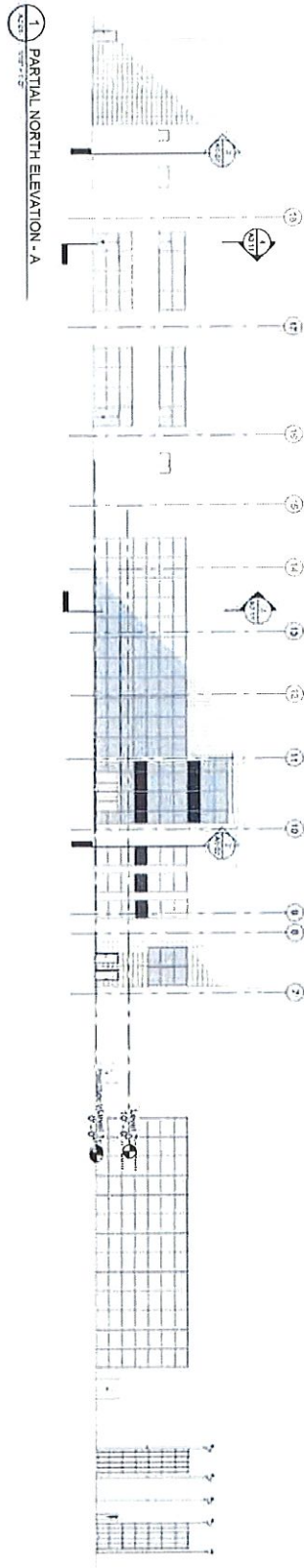
PROJECT: MORRISTOWN COMMUNITY CENTER

ARCHITECT: LOSE DESIGN

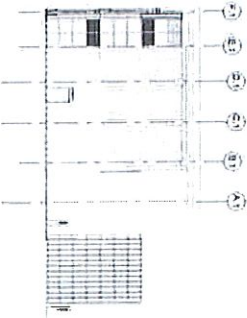
PROJECT NO: 11111

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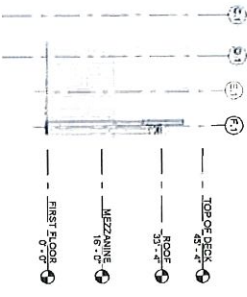
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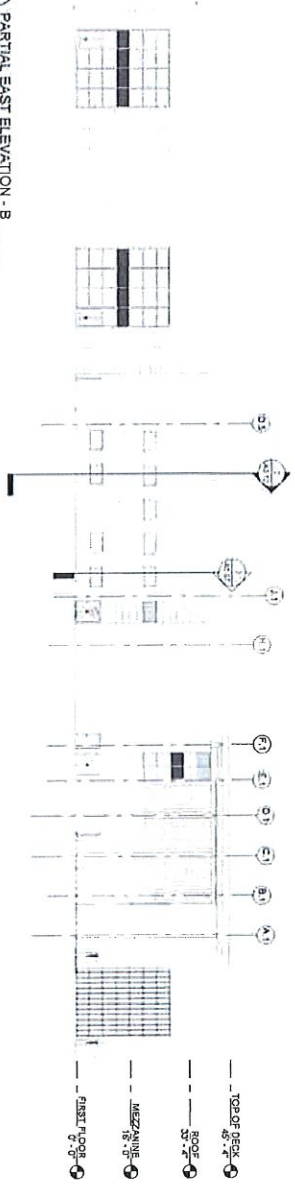
1 PARTIAL NORTH ELEVATION - A



2 PARTIAL EAST ELEVATION - A



3 PARTIAL WEST ELEVATION - A



4 PARTIAL EAST ELEVATION - B

NOT FOR CONSTRUCTION



Return to Agenda

PLACE
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MORRISTOWN COMMUNITY CENTER

PREPARED FOR
CITY OF MORRISTOWN, TN

TENNESSEE

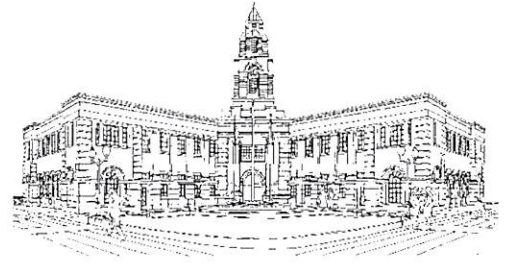
MORRISTOWN

BUILDING
ELEVATIONS

A3.01

City of Morristown

Incorporated 1855



ADDENDUM # 1 TO:

RFP: Construction Management Services, City of Morristown Community Center:

Date of Addendum #1: January 17, 2020
Date of RFP Issuance: January 3, 2020
RFP Due Date: January 29, 2020

CLARIFICATION:

The City of Morristown would like to provide the following clarifications to the Invitation for Request for Proposals (RFP):

1. Questions and Answers

The Request for Proposals allowed for a Questions and Answers period. All Questions and Answers were posted to the City of Morristown's website. All respondents should include the Questions and Answers along with the acknowledgement receipt with their response to the Request for Proposals.

2. Section I.3: Tax Exempt (Page 3 in the RFP)

The RFP states, "The City of Morristown is a tax-exempt entity. The successful vendor will be provided with an executed copy of a tax-exempt form." To clarify, this is only stating that the City is a tax-exempt entity. The selected respondent will not utilize the City's tax-exempt status and should not have any expectation of doing so. As stated in Section I.12, the respondent will comply with all federal, state, and local laws, ordinances, and rules. This would include all state statutes involving sales tax and contracting.

3. Section IV: Scope of Services; Including IV.3 (Page 14 of the RFP)

To clarify, the City of Morristown is seeking a Consultant to serve as a Construction Management **Advisor**. This is **NOT** an RFP seeking a Construction Manager at Risk. Section IV.3 states that the Consultant shall provide administration of the contracts for construction in cooperation with the City. The Consultant will ensure that all bids and contracts are in compliance with all applicable laws and are properly approved prior to any work being performed. Simply stated, the successful respondent will assist in reviewing the terms of any contract and ensure that the contract is in the best interest of the City of Morristown. The City of Morristown will be the entity that enters into contracts.

Bidder Initial *Y*

4. Section V.5: Proposed Compensation (Page 17 of the RFP)

As originally stated in V.5.a. and V.5.b, it is the City's goal to obtain an all-inclusive fee. The goal is to be able to have comparability between all proposals to ensure the Requests for Proposals are fairly evaluated. It should be remembered that this is a Request for Proposal. As stated under Section V, although cost is a significant factor, it is not the dominating factor. *The City of Morristown will attempt to successfully negotiate a contract with the successful respondent.*

The City of Morristown feels that it is important to provide additional clarification to ensure comparability. Proposers have the option to present fees as a lump sum (V.5.a) or as percentage of construction costs (V.5.b). Therefore, respondents should base its response on the latest Opinion of Probable Cost received by Lose Design for construction costs of approximately \$32 million (this excludes the City's Contingency). The proposals shall include pre-construction services and constructions phases in response to the Request for Proposals.

The Request for Proposal failed to differentiate between advisory fee and General Requirements ("cost of work"). As previously stated, it is the goal of the City to obtain an all-inclusive contract. The City of Morristown realizes that there is challenges and multiple variables associated with General Requirements. Based on these challenges, proposers shall present their estimated General Requirements as a monthly amount.

In addition to stating the fee as a lump sum costs OR as a percentage of construction costs, the proposer should present its General Requirements as a lump sum or as a percentage of construction costs. General Requirements should be stated on a monthly basis. To ensure comparability amount proposals, respondents should include the following items in their General Requirements proposed monthly amount: Utilities, mobilization costs, job site trailer, vehicles, equipment, dumpsters, clean up, and any supervisory wages that are excluded from advisory fee. The City of Morristown understands that additional negotiations may be necessary with the successful respondent regarding General Requirements. However, the items above should be included in all responses so all respondents have the opportunity to submit a proposal that can be fairly evaluated and compared to others.

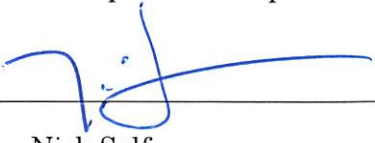
Based on the information above, respondents shall provide their proposed compensation as follows:


A. Fee: BurWil Construction Co. (the Proposer) proposes a fee of 1) \$615,000.00 (lump sum cost) **OR** _____ % (percentage of construction costs based on the latest Opinion of Probable Cost). The Proposer understands that this may be negotiated during construction negotiations.

B. General Requirements: BurWil Construction Co. (the Proposer) proposes a monthly fee of 1) \$22,230.00 (lump sum cost) **OR** _____ % (percentage of construction costs based on the latest Opinion of Probable Cost). The General Requirements that included are: utilities, mobilization costs, job site trailer, vehicles, equipment, dumpsters, clean up, and any supervisory wages that are excluded from advisory fee. The Proposer understands that this may be negotiated during construction negotiations. See Exhibit D

END OF CHANGES PER ADDENDUM #1.

Please acknowledge receipt of this ADDENDUM by including an original signed copy with your response to the Request for Proposals.

Signature: 
Printed Name: Nick Self
Title: Vice President of Operations
Company: BurWil Construction Company, Inc.
Date: January 29, 2020

Bidder Initial 

CITY OF MORRISTOWN
FINANCE DEPARTMENT
REQUEST FOR PROPOSALS:
CONSTRUCTION MANAGEMENT SERVICES,
CITY OF MORRISTOWN COMMUNITY CENTER
QUESTIONS AND ANSWERS
JANUARY 17, 2020

The following represents the questions that were remitted to the City of Morristown regarding the above referenced Request for Proposals. These written responses shall be considered the official responses to the questions from the City of Morristown.

1. Question:

Will there be a pre-proposal meeting prior to submission?

Response:

No, there is not a pre-proposal meeting related to the Request for Proposals.

2. Question:

Is there a proposed contract type available to review?

Response:

At this point, a contract has not been drafted. The City of Morristown and the Consultant that is chosen will negotiate a contract.

3. Question:

Reference Section V. Proposal Format item 5. Proposal Compensation: Are items a. and b. expected to be the CM fee added to the cost of the work, exclusive of general conditions? Are general conditions items considered cost of the work?

Response:

Please see Addendum #1 to the Request for Proposals for clarification.

4. Question:

Can we ask for some latitude on Section V.3.a. & b. regarding the window completed projects? We have a lot of similar projects across the region, we feel are very applicable, that fall outside the five-year timeframe.

Response:

Please note under Section V: Proposal Format, the first sentence states the following: "The proposal shall be styled at the discretion of the submitter. However, at a minimum it must address these areas." Thus, under V.3 a. and b. the minimum is five years. Therefore, the proposer has latitude and flexibility on the information that is provided.

5. **Question:**

Can you confirm that this RFP is for a Construction Management Advisor, not a Construction Manager at Risk? Meaning the CM Advisor would act as a consultant and not hold any of the subcontracts (e.g. – an AIA A132 arrangement).

Response:

Please see Addendum #1 to the Request for Proposals for clarification.

6. **Question:**

Please confirm the contract that will be utilized between the successful Construction Manager and the City of Morristown.

Response:

At this point, a contract has not been drafted. The City of Morristown and the Consultant that is chosen will negotiate a contract.

7. **Question:**

Under the Proposal Format requirements on page 17, please confirm the intent of items 5a and 5b. Is this an either/or option to allow the proposer to state the fees as a lump sum or a percentage of the work, such that a response is not required for both items?

Response:

Please see Addendum #1 to the Request for Proposals for clarification.

8. **Question:**

Please clarify what is expected within the “all-inclusive Construction Management Services Fees”. Typical industry contracts for Construction Management services differentiate between “fee” and “cost of the work” components, such as the CM’s supervisory staff costs, equipment, vehicles, computers/phones, etc. Please clarify if only the proposed fee is requested, and not the common “cost of the work” components.

Response:

Please see Addendum #1 to the Request for Proposals for clarification.

9. **Question:**

Should a pre-construction services fee be quoted separate from the proposed CM fee for the construction phases?

Response:

No. The proposal should be all-inclusive. Please see Addendum #1 to the Request for Proposals for clarification.

10. **Question:**

The RFP notes a public opening of the proposals. With the proposed compensation only representing 25% of the total evaluation criteria, what information will be provided at the public opening?

Response:

Each response will be publicly opened and be presented in accordance with the statutes of the State of Tennessee. The information therein will be evaluated based on Section VII: Selection Criteria. Please note that the City of Morristown is subject to the Tennessee Public Records Act and will comply with all requirements.

11. **Question:**

Is there a limit to the number of projects that the City would want featured for each section regarding Section V, 3 a. & b.?

Response:

Please note under Section V: Proposal Format, the first sentence states the following: "The proposal shall be styled at the discretion of the submitter. However, at a minimum it must address these areas." Thus, under V.3 a. and b. the minimum is five years. Therefore, the proposer has latitude and flexibility on the information that is provided.

12. **Question:**

Will the City of Morristown or the Construction Manager hold the subcontracts on the project?

Response:

All contracts will be held by the City of Morristown. Please see Addendum #1 to the Request for Proposals for clarification.

13. **Question:**

Can you clarify Section VI, insurance and bonding requirements? The current language seems to apply more to a CM at Risk or hard-bid General Contractor scenario than CM Advisor.

Response:

The selected respondent should be able to provide any and all insurance necessary. As noted in Addendum #1, this a Request for Proposals for a Construction Management Advisor. The City of Morristown simply desired to emphasize that any respondent should be able to full-fill any insurance or bonding requirements as necessary. Again, the contracts will be held by the City of Morristown.

14. **Question:**


What will be the City's Policy for the Construction Manager to publicly bid and award subcontracts? Does the Construction Manager have the latitude to pre-qualify subcontractors and make discretionary awards?

Response:

The selected respondent will follow all State of Tennessee statutes and City of Morristown policies in regard to bidding and construction manager advisory services. Respondents should be well educated on the requirements and what is authorized under *Tennessee Code Annotated*, 12-4-107. As stated in Section 12-4-107(b)(1), *TCA*, "A construction manager agent or advisor is prohibited from undertaking actual construction work on a project over which construction manager agent or advisor coordinates or oversees the planning, bid, or construction phases of the project,...". Additionally, Section 12-4-107(b)(3), *TCA*, states, "Construction work that is under the coordination and oversight of the construction manager shall be procured through competitive bids."

END OF QUESTIONS AND ANSWERS.

Please acknowledge receipt of the QUESTIONS AND ANSWERS by including an original signed copy with your response to the Request for Proposals.

Signature:  _____
Printed Name: Nick Self _____
Title: Vice President of Operations _____
Company: BurWil Construction Company, Inc. _____
Date: January 29, 2020 _____


Bidder Initial  _____

Exhibit A IRS W-9 Form

Exhibit B Proposal

Exhibit C Insurance and Bonding

Exhibit D General Conditions



Exhibit A – SECTION I – TERMS AND CONDITIONS
Requirements for Sealed Proposal Submission
Copy of Firm's IRS W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BurWil Construction Company, Inc.																																			
2 Business name/disregarded entity name, if different from above																																			
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																		
	<input type="checkbox"/> Other (see instructions) ▶ _____																																		
		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																	
5 Address (number, street, and apt. or suite no.) See instructions. P. O. Box 637		Requester's name and address (optional)																																	
6 City, state, and ZIP code Bristol, TN 37621																																			
7 List account number(s) here (optional)																																			
Part I Taxpayer Identification Number (TIN)																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																			
		<table border="1" style="width:100%; border-collapse: collapse;"><tr><td align="center" colspan="9">Social security number</td></tr><tr><td align="center" colspan="3">[][]-[][]-[][][][][]</td></tr><tr><td align="center" colspan="9">OR</td></tr><tr><td align="center" colspan="9">Employer identification number</td></tr><tr><td align="center" colspan="3">5 4 - 0 7 1 7 8 7 8</td></tr></table>	Social security number									[][]-[][]-[][][][][]			OR									Employer identification number									5 4 - 0 7 1 7 8 7 8		
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Employer identification number																																			
5 4 - 0 7 1 7 8 7 8																																			
Part II Certification																																			
Under penalties of perjury, I certify that:																																			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																			
3. I am a U.S. citizen or other U.S. person (defined below); and																																			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																			
Sign Here	Signature of U.S. person ▶ <i>J. P. Humble</i>	Date ▶ <i>1-15-2020</i>																																	
General Instructions																																			
Section references are to the Internal Revenue Code unless otherwise noted.																																			
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																			
Purpose of Form																																			
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																			
<ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property)																																			
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																			
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																			
Cat. No. 10231X																																			
Form W-9 (Rev. 10-2018)																																			



Request for Proposals For Construction Management Services
City of Morristown Community Center



1. General Consultant Qualifications:**a. An overview of the entity**

BurWil Construction has been providing construction services for fifty-seven (57) years. Our core operating philosophy has remained consistent throughout our history – to provide clients with professional construction services of the highest quality, value, and safety. BurWil has a vast, diversified mix of project work and has extensive experience in successfully completing government projects. We have a proven track record of success with an experienced project team, and we are confident that we will deliver an outstanding project of the highest quality, value, and safety.

Company Credentials:

- 57 years in business
- Winner of AGC “Project of the Year” in northeast Tennessee for 10 out of the last 13 years
- Latest construction software for estimating, project management, scheduling and accounting
- Bonding capacity of \$140,000,000
- Extensive experience working on government projects
- Average years of service for our Field Superintendents of 20 years
- Long-term working relationship of area subcontractors and suppliers
- Proven ability to develop a positive atmosphere with the project team
- Successfully completed multiple Construction Management contracts with local governments
- Industry leading safety performance

b. Location of corporate office

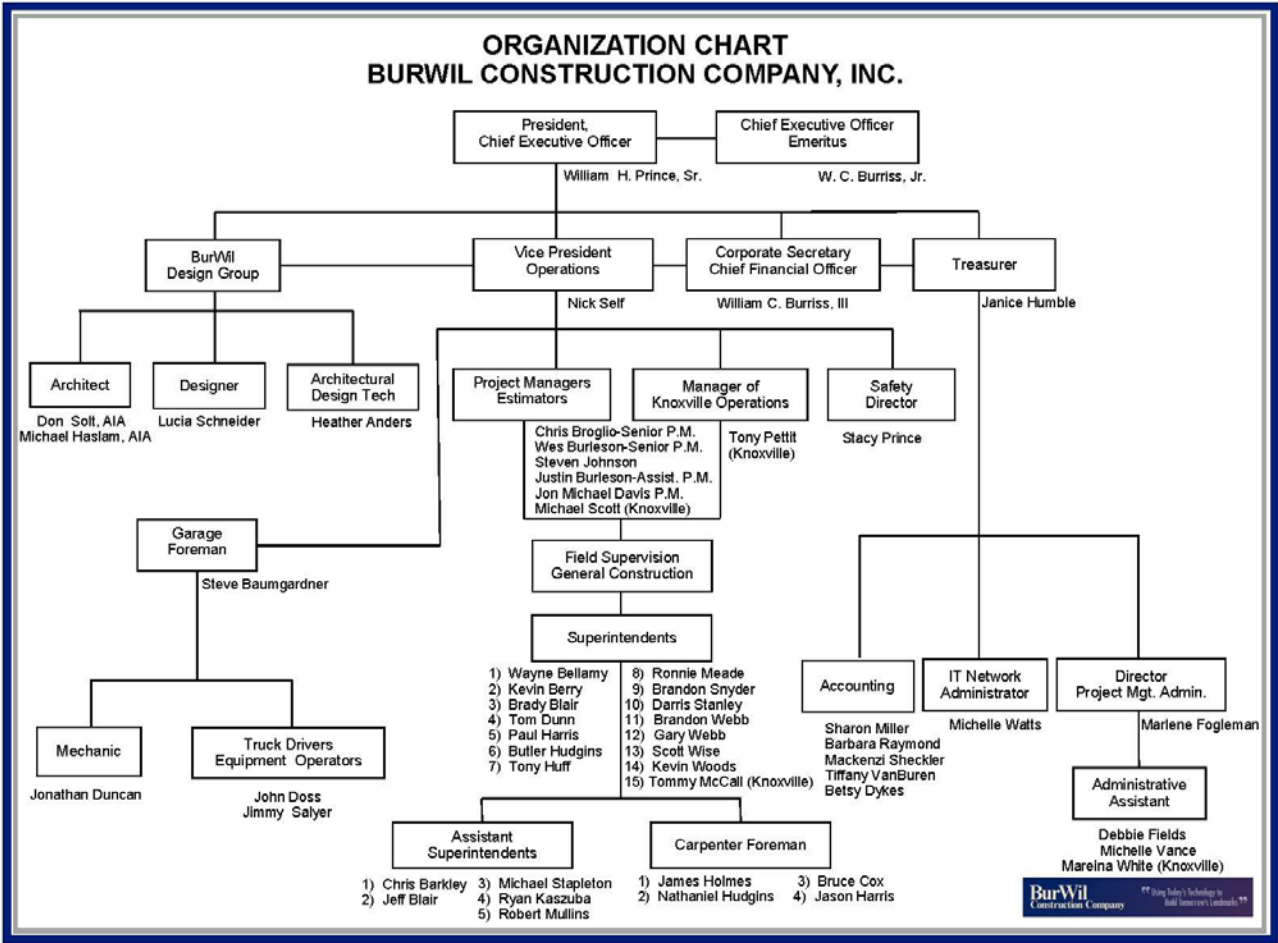
620 Locust Street, Bristol, TN 37620
(423) 968-4158

c. Location and office address that will service the project if different than corporate office

1545 Western Ave., Knoxville, TN 37921
(865) 409-4825



d. Organizational structure



e. Total number of employees

87

"BurWil is quality-oriented, timely, and responsive to client needs."






-Dr. Dirk Wilmoth, Vice President for Operations, Emory & Henry College



2. Project Management Plan & Key personnel

- a. Provide Resumes of your professional staff, including present ownership and key management

Members that will work directly with the City on the project. In addition to resumes, please provide work history and accreditations/credentials.

Key Personnel Pre-Construction and Construction			Weekly Hours Devoted to Project
	William H. Prince, Sr.	Principal-in-Charge	5%
	Nick Self	Project Executive	20%
	Tony Pettit	Project Manager/Estimator	50%
	Tommy McCall	Superintendent	100%
	Stacy Prince	Safety Director	10%

"They show a true interest in my standards, goals and expectations and care about meeting them, not just the requirements of the project.

They have always managed in a professional manner. Conflicts are few and require little discussion. They respond positively with changing plans and handle my emergencies as if they were theirs."

-Joseph Marks, Project Manager, Klockner-Pentaplast





William H. Prince, Sr. President/Chief Executive Officer

Mr. Prince has 38 years of construction experience; 36 of those with BurWil Construction. Starting as a Project Manager/Estimator in 1982, Mr. Prince was promoted to Vice President in 1988 and continued in that role until becoming President/Chief Operating Officer in 2002. Mr. Prince became the major shareholder in BurWil in 2015 and was elected President & CEO.

PROJECT ROLE AND RESPONSIBILITIES

Mr. Prince's role and responsibilities are to oversee and support the project team as Principal-in-Charge. Mr. Prince will ensure the required resources are allocated to the project.

RELATED PROJECTS

The Pinnacle—Bristol, TN

Smyth County Wellness Center—Marion, VA

Teleperformance—Bristol, TN

Floor & Décor—Knoxville, TN

Emory & Henry College Brooks Field House—Emory, VA

Birthplace of Country Music Museum—Bristol, VA (**Historical Components**)

Alpha Natural Resources New Corporate Headquarters—Bristol, VA

Wytheville Community Center—Wytheville, VA

Community Health & Services Building—Southwest Virginia Community College Richlands, VA

Emory & Henry College, Wiley Hall Renovation—Emory, VA

Emory & Henry College Martin-Brock Student Housing—Emory, VA (**Historical Components**)

Emory & Henry College Byars Hall Renovation—Emory, VA (**Historical Components**)

Emory & Henry College—McGlothlin-Street Hall & Renovation of Gibson Hall Emory, Virginia

Emory & Henry College—Student Housing—Emory, VA

Lincoln Memorial University, "Tex" Turner Arena—Harrogate, TN

Old Custom House—Bristol, TN (**Historical Components**)

Klockner-Pentaplast of America Calendar Lines 25 & 26—Rural Retreat, VA

Barter Theatre Addition and Renovation—Abingdon, VA (**Historical Components**)

Bristol Train Station Renovation—Bristol, VA (**Historical Components**)

EDUCATION

Bachelor of Science in
Building Construction
Virginia Tech and
State University, 1981

EXPERIENCE

1982 to present
BurWil Construction
Company, Inc.
Bristol, TN

1981 to 1982
Metric Constructors, Inc.
Charlotte, NC
Project Estimator

PROFESSIONAL ORGANIZATIONS

Associated General
Contractors of Tennessee

Associated General
Contractors of America

Associated General
Contractors CompTrust
Trustee

BurWil
Construction Company





Nick Self Vice President of Operations

Mr. Self has 26 years of construction experience; 16 of those with BurWil Construction. Starting as a Project Manager/Estimator in 2001, Mr. Self was promoted to Vice President of Operations in 2008.

PROJECT ROLE AND RESPONSIBILITIES

Mr. Self's role and responsibilities are to work closely with the Project Manager/Estimator during the pre-construction phase and to oversee and support the construction team during the construction phase.

RELATED PROJECTS

Smyth County Courthouse Expansion—Marion, VA (**Historical Components**)

ETSU CoM Building #60 Renovations—Johnson City, TN (**Historical Components**)

UVA at Wise Health & Wellness Center—Wise, VA

UVA at Wise Renovations to Greear Gymnasium—Wise, VA

Bristol Country Club Family Fitness Center—Bristol, TN

Klockner-Pentaplast of America T25 Addition 2010—Rural Retreat, VA

Virginia Intermont College Science Hall—Bristol, VA

Washington County Justice Center & Detention Center - Jonesborough, TN

Fairmount Elementary School—Bristol, TN

Virginia Intermont College Main Hall Structural Repairs (**Historical Components**)

Mountain Empire Eye Physicians—Bristol, TN

Bristol Public Library, - Bristol, VA

Rural Retreat Middle & High School—Rural Retreat, VA

Town & Country Building—Tazewell, VA (**Historical Components**)

K-Play Sports Facilities—Kingsport, TN

Appalachian State University Miles Annas Renovations—Boone, NC

Johnston Memorial Hospital Central Energy Plant—Abingdon, VA

EDUCATION

Bachelor of Science
Building Science
Auburn University, 1989

U. S. Army of Engineers
Construction Quality
Management for
Contractors Training Course
Huntsville, WV, 2007

EXPERIENCE

2001 to present
BurWil Construction
Company, Inc.
Bristol, TN

1999-2000
Haun Concrete Construction
Greenville, TN
Project Manager

1991-1999
Powell Building Group
Johnson City, TN
Vice President

1990-1991
Hardaway Construction Co.
Nashville, TN

PROFESSIONAL ORGANIZATIONS

Associated General
Contractors of Tri-Cities
2009 President
Board of Directors

Tennessee Concrete
Association

BurWil
Construction Company





Anthony K. Pettit Manager of Knoxville Operations

Mr. Pettit has over 35 years of construction experience in Tennessee, 27 of those years with Rentenbach Constructors furnishing construction management services throughout Tennessee. Tony joined BurWil Construction as Manager of Knoxville Operations on August 15, 2016.

PROJECT ROLE AND RESPONSIBILITIES

Mr. Pettit will provide all the services requested by this RFP during Pre-Construction and Construction Phases. Tony will report to the Project Executive.

RELATED PROJECTS

Construction Manager at Risk and as an Agent (Project Executive)

Jefferson County, TN School Board

White Pine Elementary School Additions and Renovations
Jefferson Elementary School Kitchen Renovations
Dandridge Elementary School Kitchen Renovations
Rush Strong Elementary School HVAC Additions and Renovations
Mount Horeb Elementary School
Jefferson Academy
Renovations and Additions to Jefferson County High School

England Corporate Headquarters

New Tazwell, TN
New Construction

University of Tennessee, Knoxville

Howard Baker Center, Knoxville TN
Neyland Stadium Improvements / Renovations
Cumberland & 13th Street Laboratory

Western North Carolina University Residential Housing

Tennessee Tech University

STEM Center
New Residence Halls

Speedway MotorSports, Inc.

Bristol Motor Speedway (Multiple Projects)
Atlanta Motor Speedway (Multiple Projects)
Texas Motor Speedway (Multiple Projects)

REFERENCES

Doug Shover, Lewis Group Architects 865-584-5000
Lanny Cope, Cope Associates Architecture, 865-694-9000
Doug McCarty, McCarty Holsaple McCarty, 865-544-2000

EDUCATION

University of Tennessee
College of Architecture
Knoxville, TN

Walter State Community
College
Management/Computer
Programming
Morristown, TN

EXPERIENCE

August 2016
BurWil Construction Co.
Manager of
Knoxville Operations

2002 to July 2016
Rentenbach Constructors
Incorporated
Knoxville, TN
Vice President of Operations

1999 to 2001
Rentenbach Constructors
Incorporated
Knoxville, TN
Manager of Field Operations

1997-1998
Rentenbach Constructors
Incorporated
Knoxville, TN
Senior Project Manager

1996
Rentenbach Constructors
Incorporated
Knoxville, TN
Senior Estimator

BurWil
Construction Company





Tommy McCall Superintendent

Mr. McCall has 39 years of construction experience. For several years, Tommy taught carpentry at the Carpenters Union. He is known as an outstanding manager of his project site, emphasizing quality and safety.

PROJECT ROLE AND RESPONSIBILITIES

Mr. McCall's role and responsibilities include:

- Project safety plan
- Quality control
- Supervision of all aspects of the project field activities
- Scheduling and coordinating all field activities

RELATED PROJECTS:

England Corporate Headquarters
Owner - England Furniture / Division of La-Z-Boy
Approximate Contract Amount - \$ 5.6M

Mt. Horeb Elementary School
Owner—Jefferson County Board of Education
Approximate Contract Amount—\$ 8.9M

University of Tennessee Strong Hall Earth Science Laboratory Building
Owner—University of Tennessee
Approximate Contract Amount—\$ 89M

University of Tennessee West Campus Redevelopment
Owner—University of Tennessee
Approximate Contract Amount—\$ 65M

Howard H. Baker Center for Public Policy
Owner—University of Tennessee
Approximate Contract Amount—\$ 18.5M

Academic STEM Center
Owner—Tennessee Tech University
Approximate Contract Amount—\$ 8.8M

Education and Sanctuary Addition
Owner—Concord United Methodist Church
Approximate Contract Amount—\$ 6.8 Million

Chestnut Hill Maintenance Center
Owner—Oak Ridge National Laboratory
Approximate Contract Amount—\$ 5.9M

EXPERIENCE

May 2018
BurWil Construction
Company, Inc.
Bristol, TN

February 2003—May 2018
Rentenbach Constructors
Knoxville, TN

CERTIFICATIONS

OSHA 30 Hour
OSHA 10 Hour

OSHA Silika Certified

CPR/First Aid Certified

Tennessee Erosion
Prevention &
Sediment Control
EPSC Certified

Excavation/Trenching
Competent Person

Scaffolding Competent
Person

Confined Space Competent
Person

BurWil
Construction Company





Stacy Prince Safety Director

As Safety Director, Mrs. Prince administers and maintains our company safety program. Mrs. Prince is responsible for all phases of company safety including, but not limited to: training; orientation; project safety plans including preconstruction reviews; managing safety incentive program; job site inspections; accident reporting and review; Employee Back-to-Work Program; and assisting all Project Managers, Superintendents and specialty contractors with any and all safety issues on a project.

Mrs. Prince is responsible for job site safety compliance and enforcement of all local, state and federal safety requirements on all BurWil job sites.

EDUCATION
Business Finance
King University
Bristol, TN

EXPERIENCE
January 30, 2017 to present
BurWil Construction
Company, Inc.
Bristol, TN

**PROFESSIONAL
ORGANIZATIONS**
Associated General
Contractors of Tri-Cities

AWARDS
Associated General
Contractors
State of Tennessee
2005 Excellence in
Safety Award

CLASSES AND CERTIFICATIONS

10 Hour OSHA
30 Hour OSHA - ongoing
First Aid/CPR
First Aid/CPR Trainer
Aerial Operator Training
Aerial Trainer
Safety Training for Operators of Rough Terrain Forklifts
Train the Trainer for Operators of Rough Terrain Forklifts

PROJECT ROLE AND RESPONSIBILITIES

Mrs. Prince's responsibilities are to oversee and support the construction team with all safety issues. Working closely with the Project Manager and Superintendent, Stacy will develop a project-specific safety plan. Stacy will be an active participant of the project performing weekly safety inspections.

SAFETY STATEMENT

Over the last fifteen years BurWil has sought to develop a culture of safety. We have found that if an individual is trained regularly, retention translates into safe work practices. Our job sites have become communities of instruction, caring and assisting anyone who is willing to be taught. Through regular job site visits, getting to know our employees and subcontractors, we are seeing consistency developing in their work practices. Safety goes hand in hand with quality work. Our goal is that we produce a quality landmark and safely return our employees back to their loved ones at the end of the day.

BurWil
Construction Company



- b. Provide a list of expected activities to be undertaken and brief description of each as it relates to your management approach in providing management services to this project. This should include, but not limited to, scheduling, progress reporting, quality control, safety information, etc.

PRE-CONSTRUCTION SERVICES

- Preliminary cost estimate and scheduling
- Plan review for constructability and cost savings
- Vendor bid package preparation and coordination
- Vendor bid package cost review



SCHEDULING:

The project schedule is a “living document” that comes to life at the start of the project with the very first schedule. The schedule continues to grow, refine and strengthen throughout the pre-construction phase and reaches full maturity at the time of the GMP.

The project schedule is reviewed and updated at the weekly progress meeting with updates from all team members.

PROGRESS REPORTING:

BurWil takes great pride in our construction management methods for tracking the project cost, scope, schedule and accounting.

BurWil uses the latest computer software programs to track cost and scope changes, RFIs, submittals, meeting minutes, job cost, subcontract contracts and supplier purchase orders.

Cost reports are updated weekly and the project logs are updated every two weeks. The following is a list of software to be used on this project:

Software	
Project Management	Sage Timberline
Estimating	MC ²
Job Cost Accounting	Sage Timberline
Scheduling	Primavera Project Management
Drawing Support	Revit and AutoCAD

The following is a list of common tracking and reporting logs that will be furnished throughout the project:

- Subcontract or agreement log
- Subcontractor insurance and bond log
- Purchase order log
- Subcontractor change order log
- Proposed Change Order (PCO) log
- Owner change order log
- Owner allowance log
- Owner contingency log
- Retainage report



QUALITY CONTROL:

BurWil Construction Company's management and staff are dedicated to Quality Control. We have developed a Quality Control Program assures a uniform, high quality level of workmanship throughout all phases of procurement, fabrication, construction and installation of equipment and facilities.

Our Construction Quality Control organization will perform at least three phases of control for all definable features of work, as follows:

1. Preparatory Phase – Performed prior to beginning work on each definable feature of work.
 - a) Review the applicable contract specification.
 - b) Review the contract plans.
 - c) Verify that the required materials and equipment are on the site, have been tested, submitted and approved, and ready for installation.
 - d) Check to assure that provisions have been made to provide required control inspection and testing.
 - e) Examine the work area to ensure that all required preliminary work has been completed and is in compliance with the contract.
 - f) Perform a physical examination of required materials, equipment, and sample work to insure that they are on hand, conform to approved shop drawings or submitted data and are properly stored.
 - g) Review the appropriate activity hazard analysis, prepared by the safety personnel to insure that safety requirements are met.
 - h) Discuss procedures for constructing the work including repetitive deficiencies with all parties involved with this segment of work. Document such discussions. Document construction tolerances and workmanship standards for the phase of work.
 - i) Check to ensure that the Architect has accepted the portion of the plan for the work to be performed.
 - j) Conduct a preparatory meeting with the project superintendent, other CQC personnel and the subcontractor foreman responsible for the definable work segment. Include in this meeting a description of the acceptable level of workmanship required in order to meet contract specifications, appropriate safety controls and other pertinent information. Document this meeting on the Preparatory Phase Report and attach it to the Daily Report. Repeat activities of this phase as required if the quality of on-going work is unacceptable.



2. Initial Phase – Performed at the beginning of a definable feature of work.
 - a) Check all preliminary work to ensure that it is in compliance with contract requirements. Review the preparatory meeting minutes.
 - b) Verify contract compliance, required control inspection and testing.
 - c) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels when applicable.
 - d) Resolve all differences.
 - e) Review the safety plan and activity hazard analysis with each employee. Have the employees sign activity hazard analysis signifying the review was conducted.
 - f) Repeat the initial phase controls as necessary for each new crew to work onsite or any time acceptable specified quality standards are not being met.
3. Follow-Up Phase – Continuing through completion of each definable segment of work.
 - a) Perform daily checks to ensure continuing compliance with contract requirements.
 - b) Coordinate and witness required testing.
 - c) Ensure that all deficiencies associated with the phase of work have been corrected. No non-conforming work will be concealed or built upon.
 - d) Document this phase and attach to the daily report. Ensure that all test reports are submitted to the architect.

Additional preparatory and initial phases will be performed on the same definable segment of work if the quality of work is not acceptable, if there are changes in the applicable CQC staff, or if work on a definable segment of work is resumed after a substantial period of inactivity or if deemed necessary by the University.

In addition to Preparatory, Initial and Follow-Up Phases of the Quality Control the following activities will be included in the Project Quality Control Plan:

-Field and laboratory testing conducted by a third party testing firm.

-Contractor Punch List – BurWil Construction Company will conduct a detailed punch list for all phases of the project prior to the owner's and the design team's punch list. The completed BurWil Construction Company punch list will be furnished to the owner and design team for their use during their final inspection.

-Assist in commissioning if required by the contract documents.

Quality Control does not end with the Certificate of Occupancy on a project. Warranty items will be aggressively processed and corrected.



SAFETY: BurWil Construction takes safety very seriously. We employ a full-time safety director who will be responsible for the safety. The safety director will review safety requirements with the Project Manager and Superintendent on each project. Our safety director will work with the site superintendent and all employees including the subcontractors to insure that we have a safe site for both workman and occupants.

A safe job is a clean job and it will be BurWil's responsibility to ensure that the project site is cleaned on a daily basis and material stored is kept neat and orderly.

c. Provide detail of your current workload and your ability to provide dedicated and necessary resources to this project.

Please find herein our list of current projects for BurWil Construction Company. The Construction Management Advisor services proposed will be provided mainly through our Knoxville Operations. We have the capacity and the bench strength to properly execute the role BurWil would play as the Construction Manager.

Both offices will support this project. Our Bristol office is about 75 miles away from the project, and our Knoxville office is 40 miles from the project. This will give us an advantage when soliciting trade contractors to bid the project during the pre-construction phase. BurWil will have a more extensive knowledge of the area trade contractors due to having two offices, one on either side of the project.

BurWil Knoxville Operations is a full-service construction office of BurWil Construction and will provide much of the services required to perform our role as Construction Manager for the Morristown Community Center. Tony Pettit, Manager of the Knoxville Operations, resides in neighboring Jefferson City, and his residence is within ten miles from the project site. Tommy McCall, our proposed superintendent is also a resident of Jefferson City and resides even closer to the project site than Tony. Tony and Tommy have been working together on commercial construction management projects over 15 years.

<u>Current Projects</u>	<u>Contract Amount</u>	<u>Projected Completion Date % Complete</u>
Abingdon Surgery Center Abingdon, VA	\$527,250	02/20 90%
T-Mobile Bristol, TN	\$673,000	01/20 65%
Cumberland Building Bristol, VA	\$800,000	02/20 75%
Kingsport Aquatic Center Expansion Kingsport, TN	\$2,041,600	02/20 85%
The Overlook at Pinnacle Bristol, TN	\$8,412,884	03/20 82%
First Bank & Trust Corporate Center Abingdon, VA	\$6,869,993	04/20 70%



Bristol Regional Medical Center Nicewonder Pediatric E.D. Entrance Bristol, TN	\$529,000	04/20 10%
Liberty Bell Middle School New Cafeteria & Gymnasium Building Johnson City, TN	\$9,654,344	06/20 50%
SW Virginia Higher Education Center Service Corridor/Storage Addition/Generator Replacement Abingdon, VA	\$2,059,375	06/20 12%
Civilian Conservation Cabin Renovation, Pickett State Park Jamestown, Fentress County, TN	\$1,034,000	06/20 2%
Pinnacle Village Bristol, TN	\$1,350,000	06/20 0%
ETSU D P Culp Expansion & Renovations Johnson City, TN	\$32,593,132	09/20 75%
Virginia Highlands Community College Advanced Technology & Workforce Development Center Abingdon, VA	\$8,000,000	11/20 0%
The Inn at Nicewonder Farm & Vineyards Bristol, VA	\$15,168,257	10/21 17%
First Bank & Trust at the Pinnacle Bristol, TN	\$3,600,000	04/21 1%
New Vance Middle School Bristol, TN	\$31,537,167	01/22 12%
The Seven 14 (Bristol City Block) Bristol, TN	\$13,000,000	07/21 0%

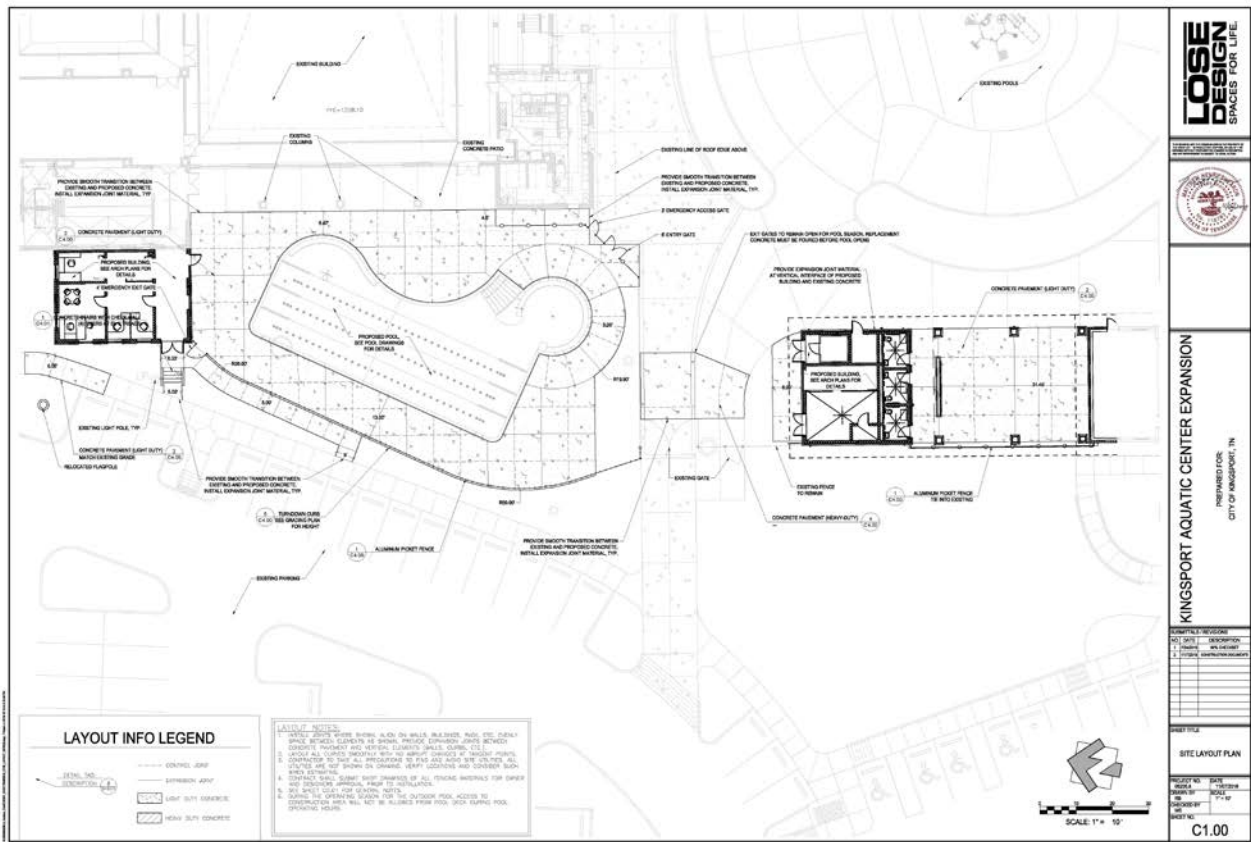
"I highly recommend BurWil Construction Company as a quality, competent and cost-effective design/build general contractor."

-Mr. Ron Crockett, Chair of Board of Trustees, State Street United Methodist Church

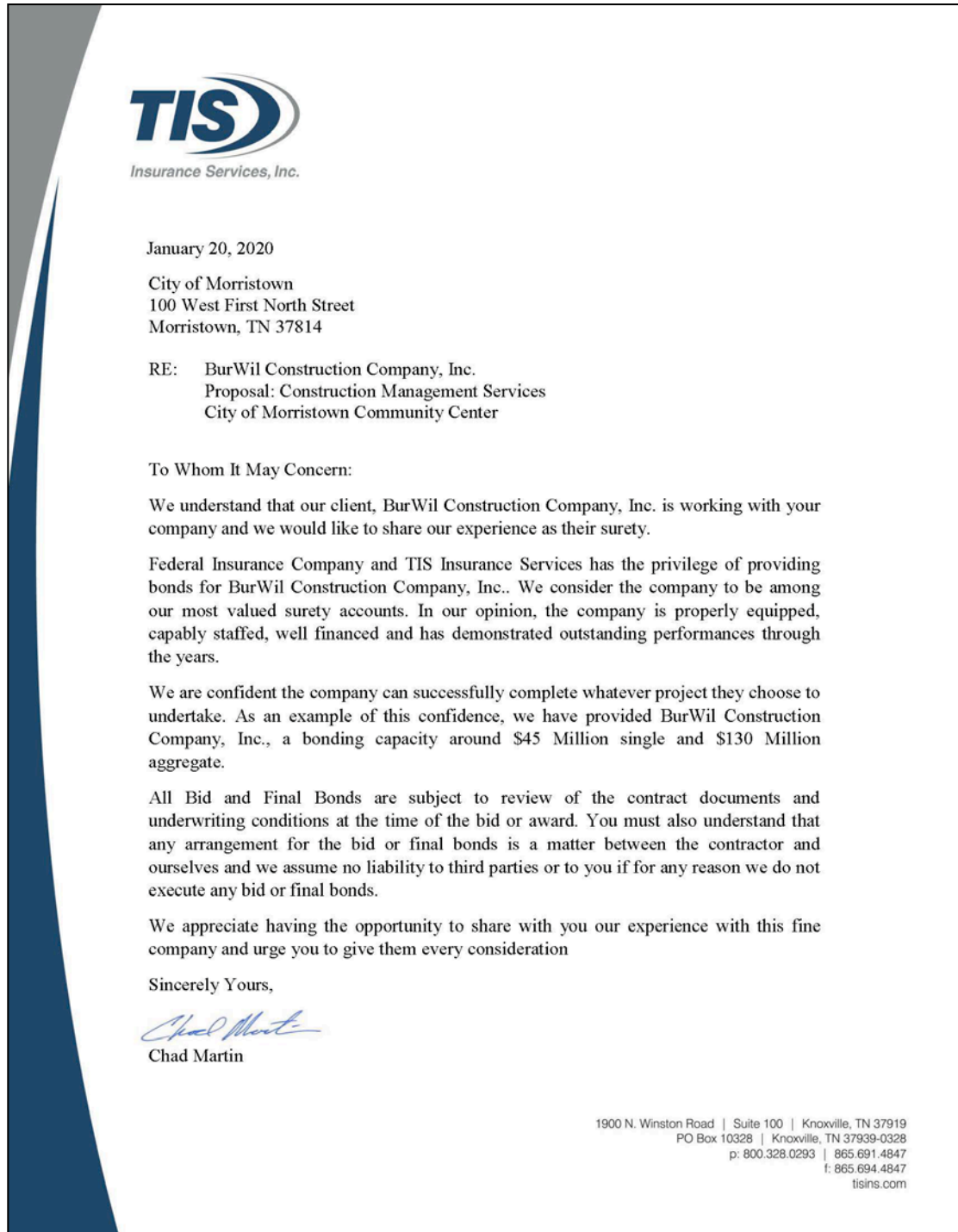


d. Provide detail of your past or current experience in working with Lose Design.

BurWil Construction is currently working with Lose Design on the Kingsport Aquatic Center Expansion.



- e. Provide documentation from insurance provider/surety agency stating that respondent has sufficient bonding capacity for the project.



3) Related Project Experience:

- a. List of Construction Management Service projects the Consultant has completed in the last five (5) years, or is currently in-progress, for a municipality, county, or other public entity. Please include the following (limit to two (2) pages per project):

- i. Project Name
- ii. Location
- iii. Start and Completion Dates or Existing Status
- iv. Brief Description
- v. Owner Contact Information
- vi. Architect/Engineer Contact Information
- vii. Consultant Staff Assigned to Project
- viii. Project Square Footage
- ix. Project Budget
- x. Final Project Cost

1. East Tennessee State University (ETSU) Football Stadium
Johnson City, TN

Start Date: 12/17/15 Completion Date: 8/24/17

Brief Description: Construction of new football stadium on campus of ETSU.

Owner Contact: Ms. Rilla Froggatt, Tennessee Board of Regents, (615) 366-3908
 rillafroggatt@tbr.edu

Architect: Mr. Scott Webb, McCarty-Holsaple-McCarty, (865) 544-2000
 swebb@mhminc.com

Consultant Staff: Chris Broglio, Project Manager
 Tom Dunn, Superintendent

Project Square Footage: 31,326 sf
Original Contract Amount: \$21,736,000.00
Final Project Cost: \$24,886,678.60



2. East Tennessee State University (ETSU) Interprofessional Education & Research Center-Building 60
Johnson City, TN

Start Date: 1/16/17 Completion Date: 6/18/18

Brief Description: Renovation of historic storage warehouse on the VA Mountain Home campus for ETU College of Medicine. The 38,567 sf renovation included structural up-grades for new educational spaces, medical simulation labs, common learning areas and administration suites.

Owner Contact: Mr. Dick Tracy, Executive Director, Facilities Department
Tennessee Board of Regents, (615) 366-4433, dick.tracy@tbr.edu

Architect: Mr. Jarrod Arellano, Red Chair Architects
(865) 633-9058, jarellano@redchairarchitects.com

Consultant Staff: Nick Self, Project Manager
Brandon Webb, Superintendent

Project Square Footage:
Original Contract Amount: \$8,876,797
Final Project Cost: \$8,939,919.66



3. New Boones Creek Pre-K-8 School
132 Highland Church Road
Johnson City, TN 37615

Start Date: 7/10/17 Completion Date: 7/27/19

Brief Description: Construction of approximately 142,612 sf new Boones Creek Pre K-8 School and 6,755 sf Auxiliary Gymnasium including miscellaneous site grading.

Owner Contact: Mr. Jack Leonard & Mr. Willie Shrewsbury, Washington County Dept. of Education
(423) 753-1100

Architect: Beeson, Lusk & Street, (423) 928-1175

Consultant Staff: William Burriss, Project Manager
Ronnie Meade, Superintendent

Project Square Footage: 149,367 sf
Original Contract Amount: \$28,720,000
Final Project Cost: \$28,720,000



- b. List of other relevant or similar public sector project experience completed in the last five (5) years, or currently in-progress, for a municipality, county, or other public entity. Please include the following (limit two (2) pages per project):**

- i. Project Name**
- ii. Location**
- iii. Start and Completion Dates or Existing Status**
- iv. Brief Description**
- v. Owner Contact Information**
- vi. Architect/Engineer Contact Information**
- vii. Consultant Staff Assigned to Project**
- viii. Project Square Footage**
- ix. Project Budget**
- x. Final Project Cost**

1. Kingsport Aquatic Center Expansion
1820 Meadowview Pkwy
Kingsport, TN 37660

Start Date: June 24, 2019 Existing Status: Work in Progress, approximately 85% complete

Brief Description: Construction of a new outdoor lifestyle pool, new pool house with restrooms, and addition to existing administrative wing.

Owner Contact: Dawn Melton, City of Kingsport, Senior Project Manager, (423) 343-9792

Architect Contact: Richard Calise, Lose Design, Project Manager, (865) 409-1424

Consultant Staff: Steven Johnson, Project Manager
Brandon Snyder, Superintendent

Project Square Footage: New Buildings: 3,740; Pool and Site: 7,000

Project Budget: \$2,058,338

Final Cost: Not completed



2. Smyth County Courthouse
109 West Main Street
Marion, VA 24354

Start Date: April 14, 2014 Completion: February 2017

Brief Description: Multi-phased project. Three-story addition for new administrative offices, court rooms and detention facilities. The project also included the renovation of the existing 40,170 sf courthouse.

Owner Contact: Smyth County, VA, 121 Bagley Street, Suite 100, Marion, VA 24354
276-783-3298

Architect Contact: Russell Giles, Vice President, Moseley Architects, 919-840-0091
rgiles@moseleyarchitects.com

Consultant Staff: Nick Self, Project Manager
Randy Webb, Superintendent

Project Square Footage: 43,430 sf addition and
40,170 sf renovation

Original Contract Amount: \$13,796,000

Final Project Cost: \$14,206,722



3. Freedom Hall Civic Center Renovations and Additions
1320 Pactolas Road
Johnson City, TN

Start Date: March 21, 2016 Completion: January 13, 2017

Brief Description: The project consisted of the addition of several gang and family restrooms, renovation of existing restrooms, brick restoration on the exterior of the building, removal and installation of a new membrane roof system, construction of a new exterior elevator, renovations to the concession areas, installation of a new fire alarm system for the entire building, and renovation of the pool area. The pool area renovation included the removal of paint and rust on the roof structure, installation of new paint on the roof structure and walls, painting the pool, and replacement of doors and frames.

Owner Contact: City of Johnson City, 601 E. Main St., Johnson City, TN

Architect Contact: Shaw & Shanks Architects, 205 E. Unaka Avenue, Johnson City, TN

Consultant Staff: William Burriss III, Project Manager
Paul Harris, Superintendent

Project Square Footage: 117,000 sf

Project Budget: The original project was \$3,246,963 and included contingencies that the owner used to perform additional work during the project.

Final Cost: The final project cost was \$3,574,635. The pool renovations were added using some contingency money in the original project budget plus additional funding from the City.



Additional Related Experience:

Wytheville Community Center
Wytheville, VA



Smyth County Wellness Center
Marion, VA



Country Club of Bristol Family Fitness Center
Bristol, TN



Harry L. Coomes Recreation Center
Abingdon, VA



Bristol YMCA
Bristol, TN



East Tennessee State University Recreation Center Expansion
Johnson City, TN



University of Virginia College at Wise
Health & Wellness Center & Greear Gym
Wise, VA



4) References

- a. Please provide five (5) references from other local government clients (name, position, address, and current contact information). Please note that the City of Morristown should not be included.**

1. Sullivan County Schools
154 Blountville Bypass
Blountville, TN 37617
Mr. Charles Hubbard, Facilities and Maintenance Manager
(423) 323-6400
charles.hubbard@sullivank12.net
2. City of Bristol, TN
104 8th Street
Bristol, TN 37620
Mr. Tim Beavers, City Engineer
(423) 989-5566
tbeavers@bristoltn.org
3. Bristol Tennessee City Schools
615 Martin Luther King Jr. Blvd.
Bristol, TN 37620
Mr. Ed Depew, Supervisor of Facilities and Maintenance
(423) 652-9447
depewe@btcs.org
4. Tennessee Board of Regents
1 Bridgestone Park, 3rd Floor
Nashville, TN 37214
Mr. Dick Tracy, Executive Director, Facilities Department
(615) 366-4433
dick.tracy@tbr.edu
5. Town of Wytheville, Virginia
150 E. Monroe Street
Wytheville, VA 24382
Mr. Stephen A. Moore, Assistant Town Manager
(276) 223-3352
stevem@wytheville.org



5) Proposed Compensation

- a. Please state your preferred all-inclusive Construction Management Service Fee as a lump sum cost, if this is your preferred proposal.

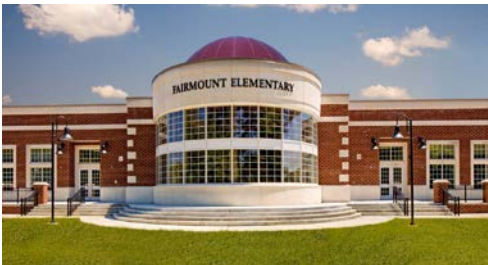
\$615,000.00 Lump Sum Fee

- b. Please state your preferred all-inclusive Construction Managements Services Fee as percentage of construction cost, if this is your preferred proposal.

N/A

- c. Please provide hourly fee rates by position for staff you anticipate being assigned to this project. Please note, the City is not wanting individual names.

Principal-In-Charge	Included in percent fee
Project Executive	Included in percent fee
Project Manager/Estimator	\$90.00/hour
Superintendent	\$57.19/hour
Safety Director	Included in percent fee



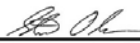
“Using Today’s Technology to Build Tomorrow’s Landmarks”



EXHIBIT C- SECTION VI: INSURANCE AND BONDING REQUIREMENTS

As presented in Section V.2.e, the responder will provide adequate documentation from its insurance provider and /or surety agency that it has sufficient bond capacity for the project.

In addition to the above, the selected proposer will name the City of Morristown as an additional insured in the amount of \$1 million with proof of worker's compensation at least \$500,000 and maintain such insurance for the duration of contract. Proof of insurance shall be provided and verified before contract approval.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/16/2020		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328			CONTACT NAME: Stacy Douglas PHONE (A/C, No, Ext): (865) 691-4847 FAX (A/C, No): (865) 694-4847 E-MAIL ADDRESS: sdouglas@tisins.com			
INSURED BurWil Construction Co. Inc. P. O. Box 637 620 Locust Street Bristol TN 37621			INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Co NAIC # 24112 INSURER B: Amerisure Insurance Company 19488 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: 19/20 GEN REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CMM0958231	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CMM0958231	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CMM0958231	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC21082850101	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Construction Management Services, City of Morristown Community Center. The certificate holder is additional insured with respect to general liability as required by written contract per policy form # CG71431112.						
CERTIFICATE HOLDER City of Morristown 100 West First North Street Morristown TN 37814			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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Request for Proposals For Construction Management Services
City of Morristown Community Center





January 20, 2020

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

RE: BurWil Construction Company, Inc.
Proposal: Construction Management Services
City of Morristown Community Center

To Whom It May Concern:

We understand that our client, BurWil Construction Company, Inc. is working with your company and we would like to share our experience as their surety.

Federal Insurance Company and TIS Insurance Services has the privilege of providing bonds for BurWil Construction Company, Inc.. We consider the company to be among our most valued surety accounts. In our opinion, the company is properly equipped, capably staffed, well financed and has demonstrated outstanding performances through the years.

We are confident the company can successfully complete whatever project they choose to undertake. As an example of this confidence, we have provided BurWil Construction Company, Inc., a bonding capacity around \$45 Million single and \$130 Million aggregate.

All Bid and Final Bonds are subject to review of the contract documents and underwriting conditions at the time of the bid or award. You must also understand that any arrangement for the bid or final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute any bid or final bonds.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Chad Martin".

Chad Martin

1900 N. Winston Road | Suite 100 | Knoxville, TN 37919
PO Box 10328 | Knoxville, TN 37939-0328
p: 800.328.0293 | 865.691.4847
f: 865.694.4847
tisins.com



Addendum No. 1

4.V.5: Proposed Compensation

City of Morristown Construction Management Services for Morristown Community Center

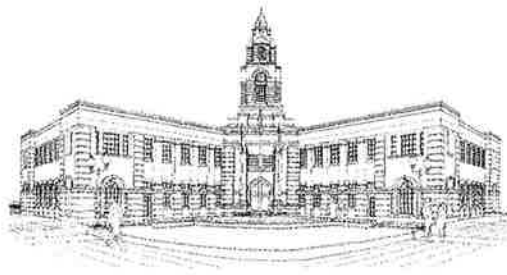
January 27, 2020

										January 27, 2020	
Item		Quan	Unit	Unit Labor	Unit Material	Unit Equipment	Total Labor	Total Material	Total Equipment	Total	Remarks
Supervisor Personnel											
	Senior Project Manager	0.5	MO	\$11,000.00			\$5,500	\$0	\$0	\$5,500	
	Project Manager	1	MO	\$0.00			\$0	\$0	\$0	\$0	Included in overall fee
	Project Coordinator	1	MO	\$0.00			\$0	\$0	\$0	\$0	Included in overall fee
	Admin/File Clerk	1	MO	\$0.00			\$0	\$0	\$0	\$0	Included in overall fee
	Superintendent	1	Mo	\$7,000.00			\$7,000	\$0	\$0	\$7,000	
	Other						\$0	\$0	\$0	\$0	
Utilities										\$0	
	Water	1	Mo	\$0.00	\$42.00		\$0	\$42	\$0	\$42	
	Sanitary	1	Mo	\$0.00	\$20.00		\$0	\$20	\$0	\$20	
	Electrical	1	Mo	\$0.00	\$225.00		\$0	\$225	\$0	\$225	
	Internet connectivity	1	Mo	\$0.00	\$85.00		\$0	\$85	\$0	\$85	
	Other Utilities						\$0	\$0	\$0	\$0	
Mobilization Costs											
	Trailer Set Up	1	MO	\$0.00	\$0.00	\$35.00	\$0	\$0	\$35	\$35	
	Tap Fees for Office	1	MO	\$0.00	\$0.00	\$250.00	\$0	\$0	\$250	\$250	
	Other						\$0	\$0	\$0	\$0	
	Other						\$0	\$0	\$0	\$0	
Other General Requirements							\$0	\$0	\$0	\$0	
	Office Furniture	1	MO	\$0.00	\$75.00		\$0	\$75	\$0	\$75	
	Office Equipment	1	MO	\$0.00	\$175.00		\$0	\$175	\$0	\$175	
	PM Vehicle	1	Mo	\$0.00		\$750.00	\$0	\$0	\$750	\$750	
	Superintendent Truck	1	Mo	\$0.00		\$1,500.00	\$0	\$0	\$1,500	\$1,500	
	Travel expense	1	Mo	\$0.00		\$0.00	\$0	\$0	\$0	\$0	
	Office Supplies	1	Mo	\$0.00	\$135.00		\$0	\$135	\$0	\$135	
	Other						\$0	\$0	\$0	\$0	
Equipment							\$0	\$0	\$0	\$0	
	Office Trailer	1	Mo	\$0.00	\$325.00	\$150.00	\$0	\$325	\$150	\$475	
	Copier	1	Mo	\$0.00	\$80.00		\$0	\$80	\$0	\$80	
	Telephones	1	Mo	\$0.00		\$500.00	\$0	\$0	\$500	\$500	
	Lay-out - verification	1	Mo			\$85.00	\$0	\$0	\$85	\$85	
	Other						\$0	\$0	\$0	\$0	
Clean-Up							\$0	\$0	\$0	\$0	
	Dumpsters						\$0	\$0	\$0	\$0	Will be included in the General trade package
	Clean-Up						\$0	\$0	\$0	\$0	Will be included in the General trade package
	Final Clean-up						\$0	\$0	\$0	\$0	Will be bid out competitively
	Other						\$0	\$0	\$0	\$0	
							\$0	\$0	\$0	\$0	
							\$0	\$0	\$0	\$0	
				Subtotal			\$12,500	\$1,162	\$3,270	\$16,932	
				Labor Burden & Sales Tax			\$5,188	\$110	\$0	\$5,298	
				Total			\$17,688	\$1,272	\$3,270	\$22,230	
										\$22,230	/month during construction



Request for Proposals For Construction Management Services
City of Morristown Community Center





Morristown City Council Agenda Item Summary

Date: March 12, 2020

Agenda Item: Approval of Contract – Real Estate Agent/Broker Services

Prepared by: Larry Clark

Subject: Contract for Real Estate Agent/Broker Services

Background/History: Proposals were solicited from qualified firms to provide real estate agent/broker services related to real estate transactions for both purchasing, selling, and/or leasing properties on the City's behalf. Due to the complex nature of some of the commercial transactions, the City of Morristown utilized certifications, years of experience, and commercial book of business as selection criteria for broker/agent services. The Request for Proposals deadline was 10:00 AM on Thursday, February 27, 2020. One (1) response was received.

Findings/Current Activity: Staff recommended to approve the Request for Proposal submitted by LeBel Commercial Reality and to allow Tony Cox, City Administrator to enter into contract negotiations.

Financial Impact: The financial impact will be determined on a case-by-case basis as the properties are approved by City Council. The fee was negotiated to the following: Percentage fee of seven percent (7%) for transactions below \$300,000.00 and five percent (5%) for transactions at or above \$300,000.00; flat hourly fee of \$130 per hour.

Action options/Recommendations: Council's approval is sought to enter into a contract with LeBel Commercial reality for Real Estate Agent/Broker Services

Attachments: Contract.

CONTRACT AND AGREEMENT (Independent Contractor)

This Contract and Agreement is entered into this 18th day of March, 2020 by and between **THE CITY OF MORRISTOWN, TENNESSEE** ("City") and **LEBEL COMMERCIAL REALTY, LLC**, 1501 East Morris Boulevard, Suite 12, Morristown, Tennessee 37813 ("LeBel").

WITNESSETH

Whereas City on or about February 21, 2020 issued its Request for Proposals for Real Estate Agent/Broker Services, and

Whereas LeBel on or about February 27, 2020 submitted its Proposal which said proposal was approved by City Council on March 3, 2020, and

Whereas an initial contract for a period commencing upon City Council approval of this Contract and Agreement and ending on June 30, 2023 is required. At the end of this period, the contract may be extended upon Council Approval.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Scope of Services, Terms and Conditions.** The Proposal of LeBel, including, without limitation, the Scope of Services and Terms and Conditions therein set out, is incorporated by reference as if fully set out here. The need for such services shall be as determined from time to time by the City Administrator.
2. **Insurance.** LeBel shall maintain throughout the term of this Contract and Agreement Errors and Omissions coverage with limits of liability of \$100,000.00 each claim and \$300,000.
3. **Good Standing.** LeBel shall maintain all licensing, certifications and standing now in place throughout the term of this Contract and Agreement.
4. **Reservation of Rights.** While the term of this Contract and Agreement is three years, the City reserves the right to terminate/modify same as annual budget constraints may require. LeBel reserves the right to terminate this Contract upon providing a thirty (30) day written notice to the City.

5. **Compensation.** The compensation of LeBel shall be determined by the City Administrator and LeBel on a case by case basis either as a percentage of the contract price in the event of the sale of real property or an hourly rate for other services such as consulting, lease negotiation and like services, said hourly rate to be One Hundred Thirty dollars (\$130.00). The hourly fee shall also be used in the situation where work is done by LeBel, but the sale/purchase of the real property does not occur. The percentage fee for transactions below Three Hundred Thousand Dollars (\$300,000.00) shall be Seven percent (7%). The percentage fee for transactions above Three Hundred Thousand Dollars (\$300,000.00) shall be Five percent (5%). These are the commissions to be paid unless otherwise paid by the party that is not the City in the transaction.
6. **City Council Approval.** Only transactions exceeding the amount established by City ordinance shall require City Council approval.
7. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

LeBel Commercial Realty, LLC

By: _____

By: _____



Morristown City Council Agenda Item Summary

Date: March 11, 2020

Agenda Item: Contract with Michael Baker International for Alternative Traffic Study at Andrew Johnson Highway and Liberty Hill Road

Prepared by: Joey Barnard

Subject: Approval to accept contract with Michael Baker International for Traffic Study at Andrew Johnson Highway and Liberty Hill Road

Background/History: The City of Morristown has identified the need for a traffic study for the Andrew Johnson Highway and Liberty Hill Road Intersection due to traffic congestion. This project is to investigate alternatives for the intersection. Michael Baker International will provide four (4) roadway construction alternatives to address the congestion issue. Services have been proposed for an amount not to exceed \$10,000.00.

Financial Impact: Funds have been appropriated in the 19-20 FY budget.

Action options/Recommendations: It is staff's recommendation to accept the proposed services in the amount not to exceed \$10,000.00, approve the contract, and to allow Tony Cox, City Administrator to enter into agreement with Michael Baker International.

Attachments: Agreement

**AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN**

THE CITY OF MORRISTOWN

And

MICHAEL BAKER INTERNATIONAL, INC.

This AGREEMENT is made this _____ day of _____, 2020, by and between **THE CITY OF MORRISTOWN**, hereinafter called the OWNER, and **MICHAEL BAKER INTERNATIONAL, INC.**, hereinafter called the ENGINEER.

WHEREAS, OWNER has selected ENGINEER in accordance with all applicable laws, regulations, and policies, hereby retains ENGINEER to provide Professional Services in connection with the **LIBERTY HILL ROAD AND ANDREW JOHNSON HIGHWAY INTERSECTION ALTERNATIVES STUDY** (Project).

WHEREAS, ENGINEER has represented that it is qualified to provide such services and is willing to do so.

I. SCOPE OF SERVICES

The anticipated Scope of Services for the Project is included as Attachment A – Project Understanding to this agreement.

II. PAYMENT OF SERVICES

- A. OWNER agrees to compensate ENGINEER for services described in Attachment A – Project Understanding and Attachment B in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2, and not prohibited by the laws of the State of Tennessee.

Task 1: Basic Services (Intersection Alternatives Study)	\$10,000.00
--	-------------

TOTAL COMPENSATION **\$10,000.00**

- B. The following methods of payment shall be used:

ENGINEER's compensation will be based on an hourly rate plus reimbursable expense (time and charges). The ENGINEER's labor rates by labor classification are attached as Attachment B. Labor rates may be adjusted yearly on the anniversary date of the Agreement, as agreed between the OWNER and ENGINEER.

Reimbursable costs include fees of Professional Associates (whose expertise is required to complete the project) and non-standard project expenses. Fees for Professional Associates shall be charged at actual cost plus five (5) percent and shall be itemized in the invoice.

C. Invoices:

1. Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of an invoice meeting the requirements of this section. All invoices submitted for payment shall be original hard copies and shall include the following:
 - a) City Project number, City Account Code
 - b) Summary of work completed by consultant for period of invoice, including:
 - i. the Task and/or Phase of the project
 - ii. deliverable(s) provided
 - iii. design milestone(s) achieved
 - c) Summary of design progress for both the invoice period and the overall project, including:
 - i. design progress for each phase and for the overall project
 - ii. explanation of any variances from the original schedule and an action plan to return the project to the schedule
 - d) Summaries of design budget progress for both the invoice period and the overall project, including:
 - i. design budget progress for each phase and for the overall project
 - ii. explanation of any variances from the original budget and an action plan to return the project to the budget
2. Any proposed reallocation of design funds to different phases of the project must be approved by the Owner in writing prior to the work being performed.
 - a) Additional written approval must be granted by all funding agencies participating in the project.
3. For a Project with grant or other agency funding participation:
 - a) The Engineer shall be knowledgeable of reimbursement rules of those agencies.
 - b) Engineer shall provide notice to the Owner of any tasks or actions which the Owner must undertake to accomplish project funding adjustments.
 - c) Within 14 days of receipt of payment from the Owner for services under this Agreement, Engineer shall submit a properly-prepared request for Reimbursement of the Owner's payment to the appropriate funding agency or agencies.

D. Payments:

1. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
2. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and Owner's failure to pay is not as a result of a dispute regarding an invoice, or a portion thereof, pursuant to 4.02.C, then:
 - a) the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - b) Engineer may, after giving seven days written notice to Owner, suspend services under the Agreement issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
3. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. Upon notice to Engineer that an invoice, or a portion thereof, is subject to dispute, the parties may immediately commence the dispute resolution process as follows:
 - a) Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, or the breach thereof ("Disputes") to mediation by a mediator or mediation service to be jointly selected and agreed upon by both Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction located in Hamblen County, Tennessee or in the United State Federal Court located in Knoxville, Tennessee

Engineer shall continue performance pursuant to this Agreement while the dispute resolution process is underway.

4. *Legislative Actions:* If after the Effective Date of the Project any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Project, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. Opinion of Probable Construction Cost: Since ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the opinions of probable construction cost provided by ENGINEER are to be made on the basis of experience and qualifications but ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bid for construction of the Project.
- B. Extra Work: It is mutually understood and agreed that OWNER will compensate ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond ENGINEER's control and when requested or authorized by OWNER. Compensation for such extra work when authorized by OWNER shall be in accordance with Section II.

IV. OWNERSHIP AND REUSE OF DOCUMENTS

All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or ENGINEER's independent professionals or consultants. OWNER expressly agrees to the extent permitted by law to indemnify and hold ENGINEER, and ENGINEER's independent professionals and consultants, harmless from any and all liability, claims, damages, losses and expenses, including attorney fees, arising out of or the resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates and amounts agreed upon by OWNER and ENGINEER. Notwithstanding the above, OWNER shall be provided, upon request, a reproducible copy of any drawing and other data, including electronic files, produced under this Agreement at the cost of reproduction.

V. RESPONSIBILITY OF THE ENGINEER

- A. OWNER understands that ENGINEER is rendering personal services under this Agreement and that ENGINEER cannot and does not warrant or guaranty that those services will be rendered perfectly or without error. OWNER agrees that each of the obligations of this Agreement are not warranties or guaranty of any kind, and that nothing ENGINEER does or advises shall be construed as a warranty or guaranty of any kind. Services provided by ENGINEER under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without

additional compensation. It is understood and agreed between the parties hereto that neither party shall be in any event be liable for loss of profit, loss of business, or other indirect or consequential damages unless otherwise covered by insurance required elsewhere in this instrument.

- B. Approval by Owner of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve ENGINEER of his responsibility for the technical adequacy of his work.
- C. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

VI. SUBCONTRACTS

In fulfilling its duties pursuant to this Agreement, OWNER recognizes that ENGINEER may elect to subcontract to others certain portions of the work, but that all provisions within the Agreement remain applicable to the ENGINEER and any of its Subcontractors.

VII. TERMINATION

- A. This Agreement may be terminated in whole or in part in writing by either party under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - 1. Not less than ten (10) calendar days written notice of intent to terminate; and
 - 2. An opportunity for consultation with the terminating party prior to termination.
- B. This Agreement may be terminated in whole or in part, in writing, by OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that ENGINEER is given:
 - 1. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - 2. An opportunity for consultation with the terminating party prior to termination.
- C. Upon receipt of a termination notice, ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by ENGINEER performed under this Agreement, whether completed or in process, at the cost of reproduction.
- D. If either party terminates this Agreement, ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs

reasonably incurred by ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by OWNER of the completed phase shall be considered full compensation due ENGINEER.

IX. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and ENGINEER arising out of or related to this Agreement or the breach thereof must first be submitted to mediation before legal redress may be instituted in a Court of competent jurisdiction located in Hamblen County, Tennessee or in the United States Federal Court located in Knoxville, Tennessee. The parties must make their best efforts to agree upon a duly certified mediator. If this is not accomplished, the parties shall submit to and be bound by a judicial order appointing such mediator.

X. AUDIT: ACCESS TO RECORDS

- A. ENGINEER shall maintain books; records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. OWNER, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.
- B. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after OWNER makes final payment.

XI. INSURANCE

- A. At all times when the Project is under performance, Owner and Engineer shall each procure and maintain insurance as set forth in Exhibit A, "Insurance."
- B. Owner and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit A.
- C. Both parties agree that required insurance will remain in force during the duration of this Agreement and that any lapse in coverage will not relieve the breaching party of liability.
- D. ENGINEER will maintain Professional Liability coverage for three years after completion of services performed under the terms of the Agreement.
- E. Under the terms of the Agreement, or after commencement of performance of the Agreement, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit A. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

- F. When applicable, the Engineer will incorporate the Owner's insurance requirements for Contractors into the bidding documents. The Engineer, when under contract to perform bidding phase services, will verify that the selected Contractor meets the Owner's insurance requirements.

XII. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations. ENGINEER shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when this Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including procurement of materials and equipment. In all solicitations, either by competitive bidding or negotiations made by ENGINEER, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ENGINEER of ENGINEER's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. This Agreement shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information ENGINEER shall so certify to OWNER or as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, OWNER shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
1. Withholding of payments to ENGINEER under the Agreement until ENGINEER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions. ENGINEER shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. ENGINEER shall take such action with respect to any subcontract or procurement as OWNER may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, ENGINEER may request OWNER and/or the United States to enter into such litigation to protect interests of the United States.

XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- A. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.
- B. DBE Obligation: ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the award and performance of contracts.

XIV. OWNER'S RESPONSIBILITY

OWNER shall:

- A. Provide all criteria and full information as to OWNERS requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Furnish to ENGINEER upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in OWNER's possession prepared by OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility

surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.

- D. Assist in arranging access to and make all reasonable provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of Section XIV.

XV. MAILING ADDRESSES

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representatives as follows, unless and until ENGINEER is otherwise notified:

Primary contact:

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

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of MICHAEL BAKER INTERNATIONAL, INC. as follows, unless and until OWNER is otherwise notified:

Mr. Jason D. Bennett, P.E.
2030 Falling Waters Road, Suite 125
Knoxville, Tennessee 37922

Any notices or communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVI. LIABILITY

ENGINEER agrees to indemnify and hold OWNER, its directors, employees and agents harmless against all losses, damages, costs, expenses, including reasonable attorneys fees, and liabilities, which OWNER incurs as a result of any third party claim against OWNER for damages arising from ENGINEER's work performed under this Agreement that were caused by ENGINEER's negligent acts or omissions.

XVII. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

OWNER and ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither OWNER nor ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

OWNER:

ENGINEER:

THE CITY OF MORRISTOWN

MICHAEL BAKER INTERNATIONAL,
INC.

BY: _____
Anthony Cox

BY: _____
Quintin Watkins

TITLE: City Administrator

TITLE: Vice President

DATE: _____

DATE: _____

Project Understanding

Based on the information provided, Michael Baker International (Engineer) proposes the following general Scope of Services and fee for the Liberty Hill Road and Andrew Johnson Highway Intersection Alternatives Study project in the City of Morristown (Owner).

The location of the Area of Interest can be seen on the included areal exhibit. This location is at the interface of business locations approximately 975' East of the N Liberty Hill and E Andrew Johnson Highway intersection as shown on the exhibit. This Project is to investigate alternatives for the intersection of the business drives and Andrew Johnson Highway.

Other services to be provided include contract administration and Owner meetings as required.

The ENGINEER will oversee all phases of the project; prepare all documents submittals. All services will be performed in accordance with the latest standards for the management of private, local, federal and state funded projects.

Task 1 – Basic Services

Task 1.1 - Project Coordination

Provide oversight of all phases of the Project, prepare reports, attend progress meetings, and other items necessary for project delivery.

Task 1.2 – Construction Alternatives Study

Michael Baker will provide four (4) roadway construction alternatives to address the intersection/driveway congestion issue as identified by the Owner. The alternatives will use scaled aerial imagery or other information provided by the Owner to conduct concept-level alternatives analyses.

The deliverables will include:

- a. Conceptual layout plans
- b. Conceptual cost estimates
- c. Narrative discussion of pros and cons of each construction alternative

Services not included but may be required for further Project development.

- a. Traffic counts
- b. Capacity analysis
- c. Safety analysis
- d. Survey
- e. Benefit-cost analysis
- f. Environmental

LIBERTY HILL ROAD AND ANDREW JOHNSON HIGHWAY INTERSECTION ALTERNATIVES STUDY
ATTACHMENT A – PROJECT UNDERSTANDING



ATTACHMENT B
BILLING RATES

CONFIDENTIAL

SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$184.00
Project Manager	\$145.00
Senior Engineer/Architect/Planner/Environmental	\$128.00
Engineer/Architect/Planner/Environmental	\$107.00
SR. CADD Technician/Designer	\$100.00
CADD Technician	\$ 72.00
Technical Assistant (Clerical)	\$ 65.00

***NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until November 1st, 2019 at a minimum. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

CONSTRUCTION VEHICLES

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.

EXHIBIT A

INSURANCE:

Section XI of the Agreement is amended and supplemented to include the following agreement of the parties.

XI INSURANCE

- A. The limits of liability for the insurance required by Section XI of the Agreement are as follows:

1. By Engineer

- a. Workers' Compensation Statutory
- b. Employer's Liability –
 - 1) Each Accident \$100,000
 - 2) Disease, Policy Limit \$500,000
 - 3) Disease, Each Employee \$100,000
- c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
- d. Excess or Umbrella Liability –
 - 1) Each Occurrence \$5,000,000
 - 2) General Aggregate \$5,000,000
- e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage)
Each Accident \$1,000,000
- f. Professional Liability –
 - 1) Each Claim Made \$4,000,000
 - 2) Annual Aggregate \$4,000,000

2. By Owner

- a. Workers' Compensation Statutory
- b. Employer's Liability –
 - 1) Each Accident \$100,000

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

c. General Liability –

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

d. Excess Umbrella Liability –

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

e. Automobile Liability –

- | | |
|---|--------------------|
| 1) Combined Single Limit (Bodily Injury and Property Damage)
Each Accident | <u>\$1,000,000</u> |
|---|--------------------|

B. Additional Insureds

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

C. Workers' Compensation

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

March 11, 2020

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

RE: ETPC Site 12 Development Project

Dear Mr. Barnard;

Bids for the above referenced project were received from six bidders on March 10, 2020. Bids were opened publicly and read aloud. The bids as received are summarized as follows:

BIDDER	TOTAL BID
GLASS MACHINERY & EXCAVATION, INC.	\$1,353,901.50
JUNIOR HOMMEL EXCAVATING	\$1,648,603.00
SUMMERS TAYLOR, INC	\$1,749,121.00
EAST TENNESSEE TURF & LANDSCAPE	\$1,894,580.00
BAKER'S CONSTRUCTION & EXCAVATION	\$2,336,790.50
WHALEY CONSTRUCTION, LLC	\$2,660,575.00

The bids were reviewed to determine the responsiveness of each bidder. A bid tabulation is attached, which also includes a matrix showing each bidder's compliance with the bid requirements. Our conclusion is as follows:

1. The lowest bid by Glass Machinery and Excavation, Inc. was responsive. There was a minor bid discrepancy in that the bid documents were not submitted in a bound Project Manual. We feel that this does not affect the responsiveness of the bid and ask that The City of Morristown waive this technicality in the best interest of the project.
2. I contacted the Principle of Glass Machinery and Excavating to discuss the unit pricing provided and was assured that the bid was complete as submitted and all pricing is applicable to the Scope of Work as described in the bid documents.

We hereby recommend that The City of Morristown award the construction contract to Glass Machinery and Excavating, Inc. in the amount of \$1,353,901.50.

We will assist with contract preparation and distribution after concurrence from the City of Morristown and applicable funding agencies.

I believe that this was a good competitive bid process. The favorable prices will be beneficial to all stakeholders of Site 12. We are grateful for the opportunity to work with you and The City of Morristown and look forward to a positive project outcome.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JDB', with a long horizontal flourish extending to the right.

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

Enclosures: Tabulation of Bids

East Tennessee Progress Center Site 12 Development

BID TABULATION

ITEM NO.	SPEC./ST D. DWG	WORK ITEM DESCRIPTION	UNIT	QUANTITIES	ENGINEER'S ESTIMATE		East Tennessee Turf & La	
				ESTIMATE	UNIT PRICE	AMOUNT	UNIT PRICE	AMOL
1	TDOT 717	Mobilization	LS	1	\$154,531.25	\$154,531.25	\$25,000.00	\$2
2	TDOT 201	Adjusted Clearing and Grubbing	AC	5	\$2,500.00	\$12,500.00	\$2,000.00	\$1
3	TDOT 203	Strip &, Stockpile Topsoil	CY	75,000	\$2.00	\$150,000.00	\$4.00	\$30
4	TDOT 203	Place & Spread Topsoil	CY	40,000	\$3.00	\$120,000.00	\$2.00	\$8
5	TDOT 203	Unclassified Excavation	CY	390,000	\$5.25	\$2,047,500.00	\$3.33	\$1,29
6	TDOT 203	Rock Excavation	CY	10,000	\$40.00	\$400,000.00	\$1.00	\$1
7	TDOT 209	Sediment Basin 1 Outlet Control Structure (Complete)	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$
8	TDOT 209	Sediment Basin 2 Outlet Control Structure (Complete)	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$
9	TDOT 209	Tubes and Wattles	LF	1,200	\$2.00	\$2,400.00	\$2.00	\$
10	TDOT 209	Seeding and Mulching	AC	67	\$2,000.00	\$134,000.00	\$1,000.00	\$6
11	TDOT 209	Filter Fabric	SY	650	\$3.00	\$1,950.00	\$3.00	\$
12	TDOT 209	Wire Backed Silt Fence	LF	5,450	\$3.50	\$19,075.00	\$2.00	\$1
13	TDOT 209	Temporary Seeding and Mulching	AC	30	\$1,500.00	\$45,000.00	\$1.00	\$
14	TDOT 709	Machined Rip Rap (Class A-1)	TON	550	\$50.00	\$27,500.00	\$35.00	\$1
15	TDOT 709	Machined Rip Rap (Class B)	TON	400	\$50.00	\$20,000.00	\$35.00	\$1
16	TDOT 805	Erosion Control Blanket	SY	27,000	\$3.00	\$81,000.00	\$1.00	\$2
17	PLANS	Inlet Protection	EA	5	\$500.00	\$2,500.00	\$200.00	\$
18	PLANS	Check Dams	EA	8	\$400.00	\$3,200.00	\$200.00	\$
19	TDOT 914	24" HDPE Type S	LF	225	\$40.00	\$9,000.00	\$30.00	\$
20		Landscape Allowance	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$

TOTALS \$3,245,156.25 \$1,89

East Tennessee Progress Center Site 12 Development

BID REVIEW

<u>Bidders Required Documentation</u>	<u>East Tennessee Turf & Landscape</u>	<u>Junior Hommel Excavating</u>	<u>Sumn</u>
Bid Bond	X	X	
Bid For Unit Price Contracts (Complete Bid Schedule)	X	X	
Addendum 1 Acknowledged	X	X	
Certificate of Owner's Attorney	X	X	
Drug Free Workplace Affidavit	X	X	
Statement of Compliance Cert. (Illegal Immagrants)	X	X	
Complete Bound Project Manual			
Proper Bid Submission Envelope (TCA 62-6-119)	X	X	



March 9, 2020

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

Attention: Mr. Joey Barnard, CGFM, CFE, MBA

Reference: **Change Order for Additional Environmental Services
Old Morristown – Hamblen County Landfill
TDEC Site ID No. 32-514**
1366 Pine Brook Road, Morristown, Hamblen County TN
S&ME Proposal No. 41-1700404C6

Dear Mr. Barnard:

S&ME, Inc. (S&ME) is pleased to submit this change order to continue assisting the City of Morristown (City) with environmental services in response to recent correspondence from the Tennessee Department of Environment and Conservation (TDEC) regarding the referenced site. This change order describes our understanding of the project, discusses the proposed Scope of Services, and provides estimated fees for our services. Our Change to Agreement for Services, Form CA-071 is attached to this change order and is incorporated as part of the change order.

◆ Background

The Old Morristown/Hamblen County Sanitary Landfill (Landfill) is located on 62 acres of land south of Pine Brook Road, in the Roe Junction community of Hamblen County, Tennessee. S&ME initiated our services at the landfill for the City in 1997, following the issuance of a TDEC Commissioner's Order to the City of Morristown and Hamblen County. Disposal operations at the landfill ceased in the mid-1970s. Following our previous site assessment, characterization and limited cleanup activities, S&ME performed a leachate treatment pilot study in 2006-2007.

No additional efforts were performed by S&ME at the site until the summer of 2017. S&ME understands that TDEC visited the site on June 7, 2017. In their resulting correspondence dated July 19, 2017, TDEC requested a work plan that includes cap maintenance work, assessment of the leachate collection/treatment system, removal of drums of investigation-derived waste (IDW), and repair of the fencing to limit access to off-road vehicles. S&ME provided our September 11, 2017 *Maintenance Work Plan* to you and TDEC, and TDEC provided a response letter dated November 13, 2017. Based on the S&ME September 11, 2017 *Maintenance Work Plan* and the TDEC response letter, S&ME removed drums from the site, identified areas of cap maintenance which the City of Morristown addressed, and conducted leachate sampling in April 2018.

Based on the analytical results of the April 2018 leachate seep sampling, TDEC issued a letter dated August 10, 2018 requesting the development of a plan to reduce the ammonia in the area of seep locations L-7 and L-9 to meet the effluent limitations in the Tennessee Storm Water Multi-Sector General



Permit (TMSP) *Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites*. In December 2018, S&ME installed a total of two vents at location L-7 (one at the seep and one at a location approximately 100 feet north along the existing road), and a total of three vents at location L-9 (one vent at the seep location, one to the east, and one to the west of the seep location approximately 50 feet from the seep location).

S&ME also installed check dams in the ditch along the access road north of seep L-7 to control the stormwater and seep discharge from this portion of the site. The check dams were installed approximately every 75 feet over a total distance of approximately 300 feet along the existing drainage swale on the east side of the road.

Additional leachate sampling was conducted in April 2019. According to the reported concentrations, two of the four suspended solids samples and three of the ammonia nitrogen samples exceeded the TDEC daily effluent limitations and the remaining parameters were within the specified ranges. The two suspended solid exceedances are reduced from the 2018 values. Two of the ammonia nitrogen exceedances are at locations within the landfill property (L-7 and L-9); the concentrations had decreased from the 2018 values, which suggested that the recently installed vent pipes were helping to reduce the ammonia concentrations. Sample L-2, collected closest to the gate on Pine Brook Road, reported an exceedance for ammonia nitrogen above the TDEC effluent limit. This location had not demonstrated an exceedance in the April 2018 sampling event.

Based on the analytical results from the April 2018 sampling event, TDEC issued a letter dated July 11, 2019 requesting quarterly sampling of the identified seeps for one year in order to determine if the installed ammonia vents were effectively mitigating the elevated ammonia concentrations in the leachate. TDEC also requested that quarterly gas monitoring of the vent pipe effluent be conducted during each sampling event. The Change to Agreement (S&ME Proposal No. 41-1700404C3) for quarterly sampling events was approved by the City of Morristown on August 7, 2019.

TDEC issued an email on August 9, 2019 requesting additional sampling to be conducted on the property of a private residence located north of the former landfill. The letter stated that the property owner was concerned that leachate may be entering into the surface water pathway to the property. S&ME completed the sampling on August 29, 2019. The laboratory report indicated detections of metals, polychlorinated biphenyls (PCBs), and polycyclic aromatic hydrocarbons (PAHs) above comparison criteria. In response to the reported analytical results, TDEC issued an email on October 9, 2019 requesting additional surface water and sediment sampling to be conducted at the private residence and within the former landfill to evaluate the source of the detected analytes. S&ME completed this additional sampling on November 5, 2019. Based on the prior exceedances from location L-2, S&ME also collected two additional leachate samples (L-2A and L-2B), which were collected upstream and downstream of location L-2.

TDEC issued an email on February 11, 2020 requesting a work plan for leachate collection and runoff control due to the presence of metals above regulatory concern migrating off the subject property via the surface water pathway. This change order is being submitted for the preparation of the Work Plan to address the runoff control requested by TDEC.



◆ Scope of Services

The additional services proposed are based on the TDEC request for the leachate collection and runoff control for the surface waters migrating from the former Old Morristown Landfill property, and the approach discussed during our February 25, 2020 telephone conversation with Erin Sutton (TDEC). The following tasks are recommended at the site:

1. Collection of additional filtered samples from six seep locations (L-2, L-2A, L-2B, L-7, L-8, and L-9 (Figure 1)) will be submitted for laboratory analysis of dissolved metals to determine if the metals are contained in surface water or in suspended sediment in the sample. Samples from locations L-2, L-2A, L-2B will be submitted for analysis as these sample locations are closest to the surface water exiting the property. Samples from locations L-7, L-8, and L-9 will be collected and held until the analytical results from the other locations have been received. If elevated metals are reported in the filtered water samples for locations L-2, L-2A, L-2B then the samples from L-7, L-8, and L-9 will also be analyzed.
2. The analytical results from the additional samples will be used to prepare a Work Plan to address runoff control in order to limit the offsite discharge of potentially impacted surface water as requested by TDEC in their February 2020 letter. Please note that S&ME anticipates that the metals may be originating from sediment suspended in the water samples. In this case, the Work Plan would not require significant design services. If elevated metals are dissolved in the surface water, the Work Plan may require more extensive design services, which could require an additional change order. S&ME would contact you to discuss these findings before proceeding with the Work Plan if this is the case.

◆ Excluded Services

The outlined Scope of Services does not include additional environmental media sampling or services beyond what is proposed above. If additional services are warranted, a change order will be provided.

◆ Limitations

This change order is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City and S&ME. Use of this change order and corresponding reports is limited to the above-referenced project and the City. No other use is authorized by S&ME.

◆ Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide a signed Change to Agreement for Services (attached Form CA-071).
2. Provide access to the property.



◆ Schedule and Fees

S&ME will perform the services detailed herein on a lump sum basis. The fees for completing the work plan and additional sampling are detailed in the table below. S&ME will coordinate with the City to schedule the sampling event following receipt of written authorization to proceed. S&ME will not conduct any additional services without first obtaining your approval in writing, through a change order.

Description	Fee Type	Fee Estimate
Work Plan – Runoff Control	Lump Sum	\$2,500
Dissolved Metals Sampling and Analysis (3 samples)	Lump Sum	\$1,700
Additional Sample Analysis (if required-3 samples)	Lump Sum	\$300
Total Fee Estimate		\$4,500

◆ Authorization

Change to Agreement for Services, Form CA-071, is attached and incorporated as part of this change order. Please sign the form and return it to S&ME. Upon receipt of the signed agreement, a countersigned copy will be returned to you, and we will proceed with the performance of our services. Any changes or modifications to CA-071 are required to be acknowledged by both parties initialing acceptance of this agreement for services next to the change or modification.

If you elect to accept our change order by issuing a purchase order, then please specifically reference this change order number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this change order is transmitted to you via email, and if you choose to accept this change order by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the change order and the associated Change to Agreement for Services (CA-071) and hereby accept both as written.



S&ME appreciates the opportunity to continue to be of service to you. If you have any questions regarding our proposed scope of services, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

A blue ink signature of Nathan J. Peterson, consisting of stylized, overlapping loops and lines.

Nathan J. Peterson, PG
Project Manager

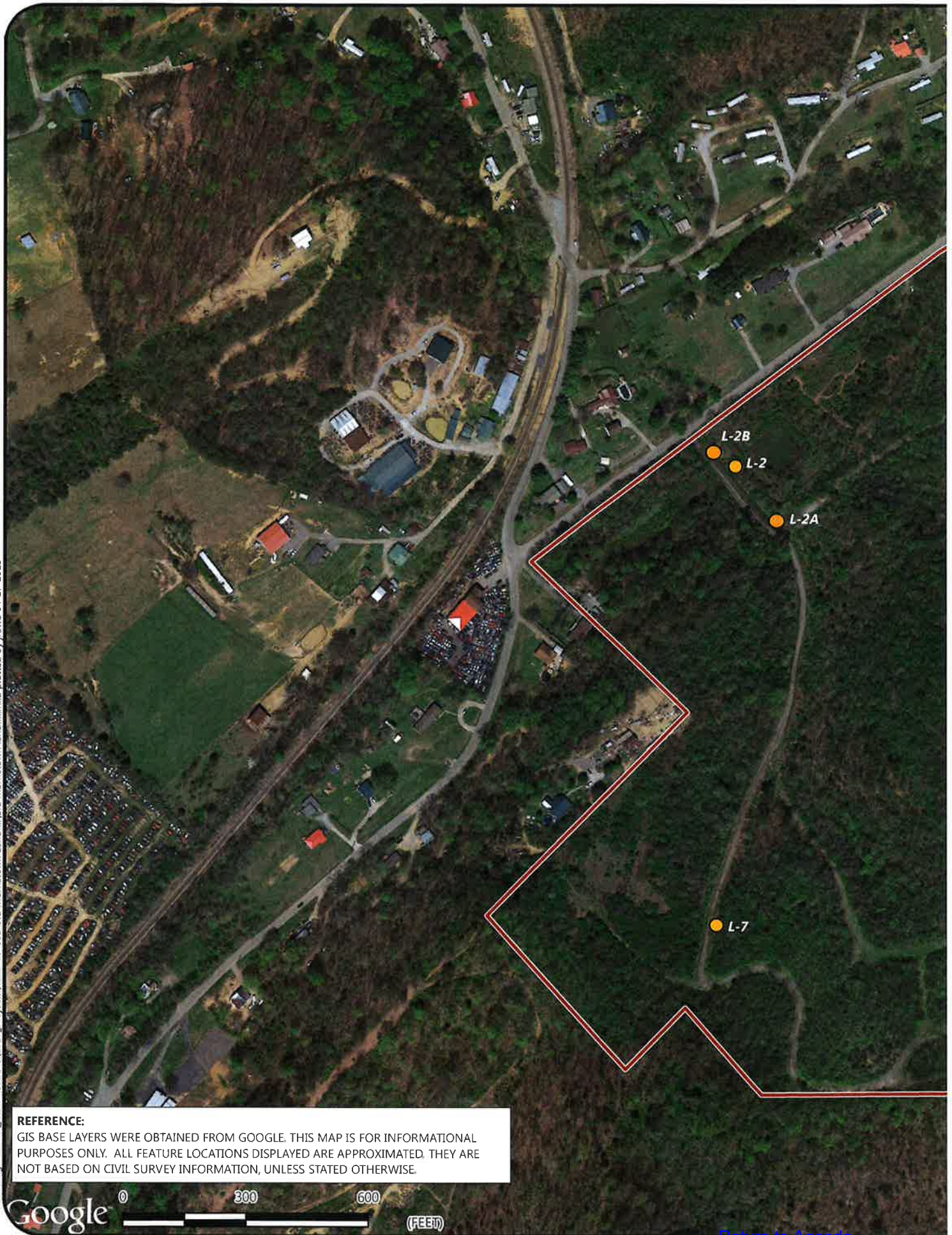
A blue ink signature of Elizabeth M. Porter, written in a cursive style with the first letters of the first and last names being capitalized.

Elizabeth M. Porter, PG, PMP
Senior Project Manager

Attachments: Figure 1 – Additional Sample Locations
Change to Agreement for Services Form CA-071

Attachment I – Figures

Figure 1: Additional Sample Locations



REFERENCE:

GIS BASE LAYERS WERE OBTAINED FROM GOOGLE. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

Attachment II – Agreement

Change to Agreement for Services Form CA-071

**CHANGE TO AGREEMENT FOR SERVICES**

Form CA-071

Date: March 9, 2020		Job Number: 4143-17-058		Change Number: 41-1700404C6	
S&ME, Inc. (hereafter Consultant)			Client Name: City of Morristown (hereafter Client)		
Address: 1413 Topside Road City: Louisville State: Tennessee Zip: 37777			Address: 100 West First North Street City: Morristown State: Tennessee Zip: 37814		
Telephone: 865-970-0003 Fax:			Telephone: 423-585-4614 Fax:		
PROJECT					
Project Name: Old Morristown Landfill Additional Environmental Services					
Project location: (Street Address) Pinebrook Road					
City: Morristown State: Tennessee Zip: 37814					
AGREEMENT FOR SERVICES					
Date of Agreement For Services between Client and Consultant: August 22, 2017					
WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project.					
WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client.					
NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.					
CHANGE TO AGREEMENT FOR SERVICES					
The above identified Agreement For Services is changed pursuant to proposal number: 41-1700404C6 dated: 3/9/2020					
This Change will extend the time required for completion of the Agreement: see Change Order 41-1700404C6					
The total agreement amount after this Change to Agreement For Services: see Change Order 41-1700404C6					
CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES.					
Agreed to and executed by Client's and Consultant's authorized representatives.					
CLIENT: _____		S&ME, Inc.			
BY: _____ (Signature)		BY: _____ (Signature)			
_____ (Print Name / Title)		_____ (Print Name / Title)			
DATE: _____		DATE: _____			
Client's FAXED or DIGITAL signature to be treated as original signature					



Morristown City Council Agenda Item Summary

Date: March 13, 2020

Agenda Item: Approval of Contract – Fire Alarm Service and Monitoring

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Fire Alarm Service and Monitoring Contract for the New Public Works Facility

Background/History: A SimplexGrinnell Fire Alarm System was installed by the contractors at the new Public Works Facility. The City of Morristown would normally use Murrell Burglar Alarms as their service and monitoring alarm company; however, Murrell Burglar Alarms specified they are not a Simplex dealer and cannot provide the services needed. SimplexGrinnell has provided a service and monitoring agreement for the facility.

Findings/Current Activity: Staff recommends approving the service and monitoring agreement from SimplexGrinnell for the new Public Works Facility.

Financial Impact: Funds have been appropriated in the 19-20 fiscal year budget.

Action options/Recommendations: Council's approval is sought to enter into a contract with SimplexGrinnell for the Fire Alarm service and monitoring at the new Public Works Facility pending City attorney review.

Attachments: Contract.

Johnson Controls/SimplexGrinnell Fire Protection
1820 Midpark Rd., Ste. A
Knoxville, TN 37921
Tel: (865)675-9945
Fax: (865)675-9947
License number: TN48260



PROPOSAL AND SERVICE AGREEMENT

SimplexGrinnell SR #	Salesperson: Chuck Jones	Date: 3/3/2020
Customer: Morristown Public Works	Job Location: 4360A&B Durham Landing, Morristown, TN 37813	

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

JCI/SimplexGrinnell will provide all parts and labor required to:

- 1) Parts, Labor, and Programming to set up cellular monitoring - \$600.00

NOTE: Please Initial next to option of choice. This price does NOT include wiring Fire and Burg panels together if there are issues.

Working hours are Monday – Friday 8:00am-5:00pm. If after hours service is required for access and scheduling purposes, overtime rates will apply. Taxes are not included and will be added to the invoice.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input checked="" type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$ _____
Time and Material <input type="checkbox"/>	Price Not to Exceed: \$ _____	Fixed Price of: \$ _____	BALANCE DUE: \$ <u>600.00</u>	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

JCI/SIMPLEXGRINNELL LP

By: _____
Name: _____
Title: _____

By: _____
Name: Chuck Jones
Title: Service Sales Representative

TERMS AND CONDITIONS

1. Payment. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and

exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER

SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

TERMS AND CONDITIONS

11. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages,

costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or

her employment with Company, for a period of two years after the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.



Westminster, MA 01441 U.S.A.

SUBSCRIBER’S NAME:

The *Subscriber’s legal* name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

UL ACCOUNT:

Is the fire or burglar alarm listed with Underwriters Laboratories?

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber’s phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

PREMISE FAX #

Subscriber’s fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

TOWNSHIP:

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

MAILING ADDRESS:

Subscriber’s mailing address if it is different from the premise address.

ACCOUNT TYPE:

☐ Fire ☐ Burglary ☐ Medical ☐ Elevator ☐ National Account
☐ Critical Condition

CONTACT / CALL LIST (RESPONSIBLE PARTIES):

Premises # will be called prior to contact list.

NAME:

Responsible parties’ names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

PASS CODE / ABORT CODE (10 CHARACTER LIMIT):

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

LOCAL EMERGENCY DISPATCH NUMBERS:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer’s name and type of dialer (DACT) used.

MODEL #

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL #

Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

**Monitoring Service Agreement
Instructions and Explanation List**

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

NUMBER OF PARTITIONS:

A “partition” is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this “partition” is a building on a multi-building campus setting.

CODE TRANSMITTED:

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL:

Check appropriate box.
AUD=Audible Alarm; SIL=Silent Alarm

TERMS OF THIS AGREEMENT:

Terms of customer payment.

METHOD OF CUSTOMER PAYMENT:

Credit card information.

SPECIAL INSTRUCTIONS (IF REQUIRED):

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: “Call customer premise first to verify before dispatching on alarms received during normal business hours.”

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account’s activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled “window” for the account.

WINDOW:

If the Subscriber’s business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the “window” is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

DISPATCH PERMIT #

Required by some authorities prior to dispatch.

STATE LICENSE #

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT #

This would normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contract response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

SUBSCRIBER / AUTHORIZED SIGNATURE:

This acknowledges Subscriber’s agreement to pay the Annual Monitoring Fee, as well as Subscriber’s agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

[Return to Agenda](#)

Westminster, MA 01441 U.S.A.

U.L. Acct. ☐

Subscriber's NameMorristown Public WorksMonitoring Account #

Address4360A & B Durham LandingCityMorristown

State TNZip37813Customer No. / Sequence

Premise Phone # (423)581 - 0100Fax # ()Cross Street

TownshipMailing Address

Account Type:

☒ Fire☐ Burglary☐ Medical☐ Elevator☐ National Account☐ Critical Condition

CONTACT/CALL LIST (Responsible Parties): Premises # will be called prior to contact list.

Name	Phone #	Pass/Abort Code (10 character Limit)

LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)

Fire Dept. (Local)	()	Paramedics (Local)	()
Police Dept. (Local)	()	Other:	()

Communicator (dialer) typeCellularModel #LE4010CF-ATIntrusion Panel Model #

Format Reporting: ☐ 3 x 1☐ 3 x 1 EXT☐ 4 x 2☐ BFSK☒ Contact ID☐ Per Point

Time ZoneAutomatic Test Timer Interval (Daily, Weekly, Monthly or None)

This account to receive periodic activity reports on the following basis: ☐ Weekly Reports☐ Monthly Reports

Alarm System Dialer Programming/Set-up Information:Number of Partitions:

Code Transmitted	Protected Area	AUD	SIL	Alarm Type

TERMS OF THIS AGREEMENT ARE

☐ Time and Material☐ Price Not to Exceed \$☐ Fixed Price of \$

DEPOSIT \$BALANCE DUE \$AMEX ☐ MC/VISA ☐ Discover ☐

CARD HOLDER:CREDIT CARD #Expiration Date:

Special Instructions (if required):

This account will be programmed to send opening and closing signals (security alarm systems only) ☐ YES ☐ NO

Type of Open / Close Monitoring to be provided: Open / Close Log Only Monitoring ☐ Supervised Open / Close Monitoring ☐

Daily schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening time							
Closing time							
Window*							

Holidays Closed:

*All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify.

SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL

Dispatch Permit #

State License #District#Completed byDate

Maintenance Agreement Coverage Code:

Term of Agreement: The initial term of this Agreement shall be for a period of 5 year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.

IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$795.00

Subscriber/Authorized Signature:SimplexGrinnell Representative Signature:Date:3-3-2020

Printed:Printed:Chuck JonesReturn to Agenda

TERMS AND CONDITIONS

1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS, THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCS WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY, UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWSOEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE, OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agrees

to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
10. Taxes, Fees, Fines, Licenses, and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or its agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation of any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

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Morristown City Council Agenda Item Summary

Date: March 12, 2020

Agenda Item: Lubricating Motor Oil and Fluids for the Fleet Department

Prepared by: Joey Barnard

Subject: Purchase of Lubricating Motor Oil and Fluids

Background/History: In preparation to move to the new Public Works Facility, the Fleet Maintenance Department needs to purchase fluids and lubricating motor oil in bulk to fill the new oil tanks. Currently, oils are being used out of totes, drums, and five-gallon buckets. The tanks at the new facility will allow the department to eliminate the use of most drums, five-gallon buckets, and one-gallon containers for oil products. This will save employees time allowing oil to be pumped directly from reels versus transferring oil from the bucket, tote, etc., lowering the chance of spillage, which in return makes for a safer environment. Purchasing in bulk will also allow the City cost savings. Tanks will need to be filled simultaneously for the first purchase, then re-filled on an as needed basis.

Findings/Current Activity: Per *Tennessee Code Annotated*, 6-56-304; the City may purchase fuel products in an open market based on three competitive quotes, when possible. A third distributor could not be found within the region; therefore, two quotes have been received for the necessary products.

Financial Impact: Funds have been appropriated in the 19-20 fiscal year budget.

Action options/Recommendations: The City of Morristown is seeking approval for the purchase of Lubricating Motor Oil and Fluids from Taylor Enterprises, Inc.

Attachments: Purchase Order and Quote Tabulation

CITY OF MORRISTOWN
QUOTES FOR LUBRICATING MOTOR OIL

PRODUCT	QUANTITY	TAYLOR ENTERPRISES, INC.	GREENEVILLE OIL
550022522 SHELL ROTELLA ELC 50/50 ANTIFREEZE	275 GALLONS	\$ 1,870.00	\$ 2,370.50
50009074 PENNZOIL GOLD 0/20 MOTOR OIL	275 GALLONS	\$ 3,561.25	\$ 2,978.25
500005575 SHELL BLEND 5/20 MOTOR OIL	275 GALLONS	\$ 1,718.75	\$ 2,329.25
500011176 SHELL AW46 HYD FLUID	275 GALLONS	\$ 1,333.75	\$ 1,864.50
500010131 SHELL ROTELLA T3 15/40 MOTOR OIL	275 GALLONS	\$ 3,575.00	\$ 3,192.75
500005703 SHELL SPIRAX S4 TXM TRACTOR HYD FLUID	275 GALLONS	\$ 2,928.75	\$ 4,647.50
550044796 SHELL SPIRAX S6 GME40 SYN TRANSMISSION FLUID	275 GALLONS	\$ 9,625.00	\$ 12,509.75
02302709800 DEF FLUID	275 GALLONS	\$ 343.75	\$ 396.00
TOTAL		\$ 24,956.25	\$ 30,288.50

• QUOTED ALTERNATE PRODUCT; KENDALL S/B OW20
• QUOTED ALTERNATE PRODUCT; KENDALL S/B SW20

TAYLOR OIL: DELIVERY AND UNLOADING IS INCLUDED ON ALL PRODUCTS

GREENEVILLE OIL: *CITY IS RESPONSIBLE FOR OFF-LOADING THESE PRODUCTS WITH A FORK LIFT, AND RAISING IT ABOVE TANKS FOR GRAVITY FLOW FILL MUST BE DONE UPON AT DELIVERY.

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2020

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**20002026-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**TAYLOR ENTERPRISES, INC.
2586 SOUTHPORT ROAD

SPARTANBURG, SC 29302

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

37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
864-573-9518		864-583-4150	20002339	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
03/12/20	008335				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		275.00 GAL	6.80000	1,870.00
	PRODUCT # 550022522 SHELL ROTELLA ELC 50/50 ANTIFREEZE 43130-362		1,870.00		
002			275.00 GAL	12.95000	3,561.25
	PRODUCT #: 500009074 PENNZOIL GOLD 0/20 MOTOR OIL 43130-362		3,561.25		
003			275.00 GAL	6.25000	1,718.75
	PRODUCT #: 50000575 SHELL BLEND 5/20 MOTOR OIL 43130-362		1,718.75		
004			275.00 GAL	4.85000	1,333.75
	PRODUCT #: 500011176 SHELL AW46 HYD FLUID 43130-362		1,333.75		
005			275.00 GAL	13.00000	3,575.00
	PRODUCT #: 500010131 SHELL ROTELLA T3 15/40 MOTOR OIL 43130-362		3,575.00		
006			275.00 GAL	10.65000	2,928.75
	PRODUCT # 500005703 SHELL SPIRAX S4				

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

Authorized Signature

Date

[Return to Agenda](#)**VENDOR COPY**

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20002026-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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TAYLOR ENTERPRISES, INC.
2586 SOUTHPORT ROAD

SPARTANBURG, SC 29302

**S
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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
864-573-9518		864-583-4150	20002339	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
03/12/20	008335				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
007	TXM TRACTOR HYD FLUID 43130-362		2,928.75 275.00 GAL	35.00000	9,625.00
008	PRODUCT #: 550044796 SHELL SPIRAX S6 GME40 SYN TRANSMISSION FLUID 43130-362		9,625.00 275.00 GAL	1.25000	343.75
	PRODUCT #: 02302709800 DEF FLUID DELIVERY AND FILL IS INCLUDED IN PRICING 43130-362		343.75		
				PO Total	24,956.25

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date

City of Morristown

Incorporated 1855



FINANCE OFFICE

Memorandum

To: City Council

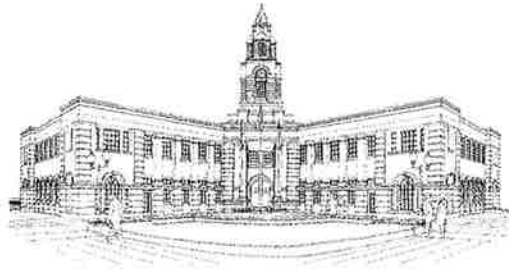
From: Joey Barnard, Assistant City Administrator

Date: March 12, 2020

RE: 2019 Assistant Firefighters Grant

The City of Morristown is requesting approval to apply for the 2019 Assistant Firefighters Grant offered through the Federal Emergency Management Agency (FEMA). This is a competitive program designed to address the needs of the national fire services. This grant is 90/10 federal/ city split with the cost of federal share in the amount of \$21,600 and city's share of \$2,400 a total of \$24,000.

Application to be made to purchase 30 new portable radio sets (include portable handheld radio, charger w/battery and additional lithium ion battery)



Morristown City Council Agenda Item Summary

Date: March 12, 2020

Agenda Item: Surplus Inventory – Overhead Crane

Prepared by: Joey Barnard

Subject: Approval to declare inventory item as surplus

Background/History: In preparation to move to the new Public Works Facility, the Fleet Maintenance Department located at the existing Public Works continues to clean out inventory. The overhead crane that is currently being used cannot be transferred to the new facility; therefore, the department has no use for it. It is the department's goal to list this item on GovDeals, an online auction website. An advertisement will be issued in the local newspaper and posted to the City's website notifying the public of the sale.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

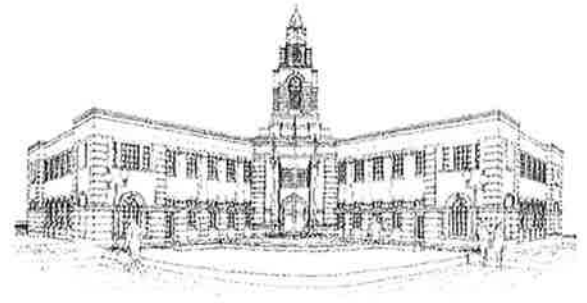
Action options/Recommendations: The City of Morristown is seeking approval for the Fleet Maintenance Department to declare the overhead crane as surplus and to sell via GovDeals, an online auction website.

Attachments: None.

City of Morristown

Incorporated 1855

MORRISTOWN FIRE DEPARTMENT



March 5, 2020

Mayor and Council,

Disciplinary action was recently enforced against a fire department employee who violated current City Policy. As a result, per the Civil Service Act, when disciplinary action includes a suspension, *the Chief of the department must seek confirmation of the disciplinary action from the regular appointing power under the Act*; therefore, I'm seeking Council's confirmation as the action taken includes a suspension from duty for three (3) shifts.

Respectfully,

Bill Honeycutt
Fire Chief