

**FINANCE COMMITTEE**

**October 5, 2021**

**3:30 p.m.**

**Pre-Meeting WORK SESSION**

**October 5, 2021**

**4:00 p.m.**

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**October 5, 2021**

**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. September 21, 2021

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

**1. Ordinance No. 3696**

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 034H I 019.00 from IB (Intermediate Business) to R2 (Medium Density Residential District), the general location being shown on the attached Exhibit A. (Main Street).

2. Ordinance No. 3697  
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached Exhibit A. (25E/Dalton Ford Road).

**9. NEW BUSINESS**

**9-a. Resolutions**

1. Resolution No. 10-22  
Being a Resolution of the City Council of Morristown, Amending “Section IV Employment, 5 Residency” of The City of Morristown Employee Handbook.
2. Resolution No. 11-22  
Being a Resolution of the City Council of the City of Morristown, Tennessee amending Resolution 12-21 Specifying Municipal Court Procedures Section 2. Substitute Municipal Judge.

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

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

1. Approval to accept the recommendation from BurWil Construction Company and Sports Facilities Companies and award the best and lowest bid to Major Display Alternate Bid in the amount \$38,928 for Scoreboard for Morristown Landing.
2. Approval of Change Order No. 1 to increase the contract amount by \$8,000 and Change Order No. 2 to increase project completion by 45 days for the West Andrew Johnson Highway, from North Fairmont Avenue to West Morris Blvd. Project.
3. Approval of Tree Trimming and Removal Request for Proposal to Arbor Excel, LLC as the City’s Tree Trimming vendor, and to allow Tony Cox, City Administrator to enter into contract with Arbor Excel, LLC based on the terms presented in their response.
4. Approval of PO # 22000759 to BST Fire Apparatus, LLC for the repair of Fire Truck, unit # 479, in the amount of \$10,337.23.
5. Approval of PO# 22000801 to Temple for the purchase of traffic signal pole cabinets in the amount of \$13,730. This is a sole source purchase.

6. Approval of the contract with Tennessee Department of Transportation for the Fiscal Year 2022 FAA Airports Coronavirus Response Grant Program (ACRGP) in the amount \$23,000. Funds to be used for ongoing and routine maintenance.

**9-d. Board/Commission Appointments**

1. City Council appointment or re-appointment to the Civil Service Board for a three (3) year term expiring October 1, 2024. Term expiring: Joel Hice.

**9-e. New Issues**

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**WORK SESSION  
Post-Meeting Work Session  
October 5, 2021**

1. Update on City Parks Master Plan
2. Urban Transportation Grant – South Cumberland

**City Council Meeting/Holiday Schedule.**

October 5, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
October 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Employee’s Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24, 2021	Friday		City Employee’s Holiday – Observance of Christmas Day

STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
SEPTEMBER 21, 2021

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. 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.

Councilmember A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember Senter made a motion to approve the September 7, 2021 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney recognized City Administrator Anthony W. "Tony" Cox for receiving the 2021 City Manager of the Year Award from the Tennessee City Management Association. The award was presented to him in recognition of his extraordinary accomplishments to the city management profession and the citizens of Morristown, Tennessee.

Mayor Chesney presented the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for fiscal year ended June 30, 2020. This is the eighth consecutive year to receive this award.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Dorothy Kaplaneris, Heather Brooks and Linda Noe spoke.

A Public Hearing was held relating to Ordinance No. 3689.03. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3689.03 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3689.03**

**To amend Ordinance Number 3689 , The City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 and to reclassify funds totaling \$8,450; necessary to appropriate additional funds to the Morristown-Hamblen Library. This Amendment does not increase total appropriations.**

Councilmember Smith made a motion to approve Resolution No. 9-22. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Resolution No. 9-22**

**Being a Resolution of the City Council of Morristown, Tennessee to Accept the proposed division of the Opioid Lawsuit Settlement amount.**

Councilmember Senter made a motion to approve Ordinance No. 3696 on first reading and schedule a public hearing relative to final passage of said ordinance for October 5, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3696**

**Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 034H I 019.00 from IB (Intermediate Business) to R2 (Medium Density Residential District), the general location being shown on the attached exhibit A. Main Street.**

Councilmember Smith made a motion to approve Ordinance No. 3697 on first reading and schedule a public hearing relative to final passage of said ordinance for October 5, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3697**

**Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A. 25E/Dalton Ford Road.**

Councilmember Senter made a motion to approve to accept the recommendation from LOSE Design and award the best and lowest bid to Ziggurat Development in the amount \$224,491.00 for Morristown Park Building ADA Improvements. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve of contract with Pitney Bowes for lease of postage mailing system. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion approve to accept the recommendation from LDA Engineering to award the best and lowest bid to East Tennessee Turf & Landscape for the Downtown Water Mains three phase project in a total amount of \$547,136. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney, Councilmembers A'Hearn, Bivens, Pedigo, Senter and Smith all voted "aye". Councilmember Garrett voted "no".

Councilmember Smith made a motion to approve to declare vehicles and equipment surplus and dispose of properly. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve of Contract Addendum with David Purkey for Public Safety Communications Modernization. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve to proceed with the Public Safety Communications Modernization project with a final cost in an amount of \$2,693,400.15. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve of Stormwater Easement for Durham Landing (John Bell/Summit Medical). Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve to close a portion of Peavine Alley for the month of October 2021 for the Downtown Morristown “pumpkin patch” event. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Garrett made a motion to appoint Patrick McGuffin to the Morristown-Hamblen Solid Waste System for a three (3) year term expiring October 1, 2024. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney appointed Councilmember Al A’Hearn to the Morristown Tree Board for a three (3) year term expiring September 1, 2024.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Paul Quintino, Jennifer Clark, Lui Chan, Rob Burke and Linda Noe spoke.

Mayor Gary Chesney adjourned the September 21, 2021 Morristown City Council meeting at 6:12 p.m.

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Mayor

Attest:

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City Administrator

## Community Development & Planning



**SUBMITTAL:**

Tax records suggest the subject site to be located within an older section of Morristown. Most of the houses located between Evans and King Avenue, were built in the early 1900's. Of the 14 houses in this area, all are zoned for either commercial or industrial use only. Currently, only 2 houses are owner occupied, meaning the remainder (12) are rental units.



The owners are asking for this zoning change, essentially, to be able to market the existing house, as a house. The City's Intermediate Business district does not allow residential uses, unless located above a commercial use. This makes financing all but unavailable to those wishing to use the property for a residence. Mortgage companies frown on providing financing for a house, in the event of fire, an act of God, etc., if the same cannot be rebuilt.

Or, so we have been told in the past by potential buyers of properties like 1027 East Main Street. After their financing fell through, we were asked if there was anything we could do to help. In a couple cases, unfortunately, the location of the house in a commercial district was such that, the planners could not justify that the property be rezoned.

#### RECOMMENDATION-

The Morristown Regional Planning Commission, at their September 14<sup>th</sup> meeting, voted to recommend this request to City Council for approval.

*\*Letters have been mailed to all residential properties in this area, requesting the owner contact our office about the possibility of rezoning their property likewise.*

FYI

Other areas used as residential but zoned commercial



ORDINANCE NO. 3696,  
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF  
MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 034H I 019.00 from IB  
(Intermediate Business) to R2 (Medium Density Residential District), the general location  
being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No.  
2092 be and the same hereby is amended so as to provide that the following described real estate  
be rezoned from R2 (Medium Density Residential) District to LI (Light Industrial) District;

Starting at the northern rights-of-way of the intersection of East Main Street with Gammon  
Avenue, travel along the northern right-of-way line of East Main Street approximately 201  
feet; then travelling northwest approximately 165 feet to a point; then travelling northeast  
along the southern line of an alley, travel northeast approximately 95 feet to a point; then  
travelling southeast approximately 165 feet to a point; thence southwest to the point of  
beginning.

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

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

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

Passed on first reading the 21st day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

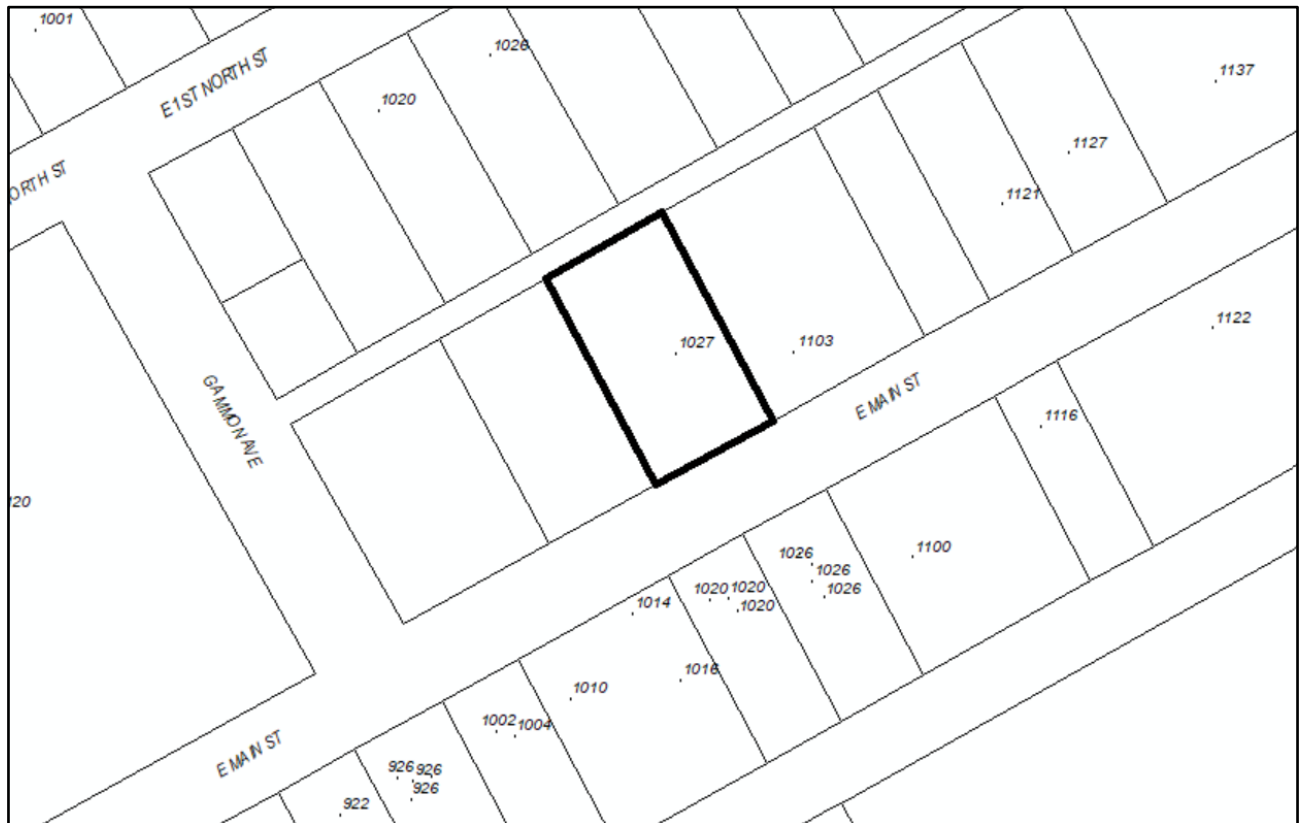
Passed on second and final reading the 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator


**Exhibit A:**



# The City of Morristown

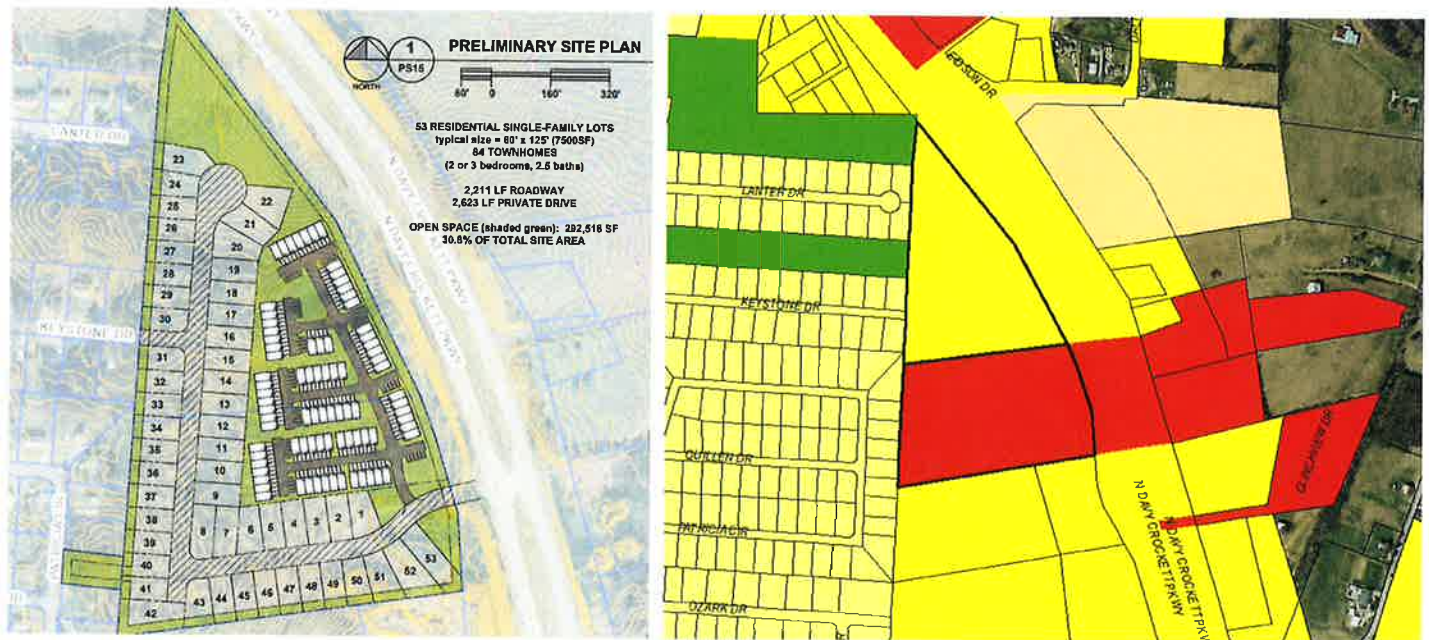
## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Planner   
DATE: September 21<sup>st</sup>, 2021  
SUBJECT: 25E Rezoning R2 & IB to RP1

### **BACKGROUND:**

Staff has received a request to rezone two parcels located on Highway 25E from R2 (Medium Density Residential District) and IB (Intermediate Business District) to RP1 (Planned Residential Development District). The total size of this request is slightly under 22 acres and both parcels are currently vacant. It has Highway 25E along with the proposed Summit Greene subdivision and vacant farm property to the east, the Campbell Acres subdivision to the west, and vacant property to the south.



The purpose of the planned residential development district is to encourage creativity and flexibility in planned residential districts. The applicants note that they are requesting this district so they can provide single family residential lots that abut the existing single family to the east and then provide higher density multifamily along a portion that fronts Highway 25E.

Any development within the RP1 district must be approved by the Planning Commission and any change of use, increase in density, or significant modification to the approved plan must go back before Planning Commission for reapproval. The preliminary site plan that went to Planning Commission includes 53 single family residential lots and 84 townhomes. The applicant is proposing to place the single family lots up against the existing single-family neighborhood to act as a buffer

# The City of Morristown

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## Community Development & Planning



against the proposed townhouses. The size and density of the single family lots are consistent with the current R2 requirements. Additionally, the plan provides two access points with one being from Highway 25E and the other is a connection to the existing right-of-way on Keystone Drive.

### **RECOMMENDATION:**

Based on the proposed site layout, staff believes that the applicant is providing a similar residential development along those properties that abut the existing establishment single family neighborhood to the east and the transition to multifamily along Highway 25E provides a higher density next to a major corridor within the city.

Thus, staff recommends approval of this rezoning from R2 and IB to RP1.

PRELIMINARY SITE PLAN 15





ORDINANCE NO. 3697,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A.}*

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

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

**SECTION II.** BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) and R2 (Medium Density Residential District) to RP1 (Planned Development Residential District);

*BEGINNING at the point of intersection of the western boundary of Highway 25-E right-of-way, Parcel 159.10 of Hamblen County Tax Map 025, and Parcel 159.09 of Hamblen County Tax Map 025 and heading in a northerly direction along the common boundary shared by Parcel 159.10 of Hamblen County Tax Map and Highway 25-E right-of-way to the point of intersection between Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 158.01 of Hamblen County Tax Map 025; Thence in a northwesterly direction along the common boundary shared by Parcel 158.01 of Hamblen County Tax Map 025 and Highway 25-E right-of way to the point of intersection between Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 069.04 of Hamblen County Tax Map 025; Thence in a southerly direction to along the western boundary of Parcel 158.01 of Hamblen County Tax Map 025 to the point of intersection of Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 159.10 of Hamblen County Tax Map 02; Thence in a southerly direction along the western boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 159.03 of Hamblen County Tax Map 025; Thence is a easterly direction along the southern boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of beginning.*

**SECTION III.** BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) uses exclusively.

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

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

Passed on first reading the 21st day of September 2021.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading the 5th day of October 2021.

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Mayor

ATTEST:

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City Administrator

Exhibit A:



**RESOLUTION NO. 10-22**  
**BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE,**  
**AMENDING “SECTION IV – 5. RESIDENCY” OF THE CITY OF MORRISTOWN**  
**EMPLOYEE HANDBOOK.**

**BE IT RESOLVED** by the City Council for the City of Morristown, Tennessee that Section IV – 5. Residency of the City Employee Handbook be amended as follows:

**IV – 5. RESIDENCY**

- A. Employees of the City of Morristown may reside within a reasonable driving distance from their assigned work location. The length of their daily commute should not interfere with the standards of being to work on time for all work assignments. All Civil Service personnel will live within a 40-mile radius of either their assigned duty station or City Center. The 40-mile radius will be verified by the departmental Chief or his or her designee. Once the chief has given approval to a Civil Service employee that approval cannot be revoked for as long as the employee continues to live at that same residence.
- B. The 40-mile radius restriction is necessary due to the nature of public safety positions and the possibility of an emergency recall. Any new hire who does not meet this requirement at the time of hire will have 180 days to meet this requirement.

Passed this 5<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator, Anthony Cox

## RESOLUTION NO. 11-22

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AMENDING RESOLUTION 12-21 SPECIFYING MUNICIPAL COURT PROCEDURES SECTION 2. SUBSTITUTE MUNICIPAL JUDGE**

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown hereby amends Section 2. Substitute Municipal Judge from Resolution No. 12-21 as follows:

#### 2. Substitute Municipal Judge

- a) The City Council appoints \_\_\_\_\_ as the Substitute Municipal Judge.
- d) The term of the Substitute Judge will run concurrent with the City of Morristown's Municipal Court Judge appointment, which most recently began September 15, 2024.

Passed this 5<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following information and recommendation to award the scoreboard contract to Major Display (their alternate bid) in the lump sum amount of \$38,928. The budgeted amount for this scope is \$40,000. The City of Morristown solicited sealed bids for the furnishing and installation of scoreboards for the Morristown Community Center, now known as Morristown Landing. We received responses from Major Display, Daktronics, and Toadvine (representing Nevco).

1. Daktronics: \$38,171
2. Major Display (Alternate Bid for Video Boards): \$38,928
3. Major Display (Bas Bid): \$47,616
4. Toadvine: \$39,541

The video boards in Major Display's alternate bid will be a large upgrade both visually and operationally over fixed digit scoreboards. They are completely customizable and will allow for multiple sponsorship opportunities.

Tony Pettit  
  
Manager of Knoxville Operations  
Burwil Construction Company, Inc.

Mike Mays  
  
Project Manager  
Sports Facilities Companies

### Supplemental Agreement and/or Request for Construction Change Change Order Request #1

Project Title/Termini: West Andrew Johnson Highway, from N. Fairmont Ave to W. Morris Blvd  
 Owner: The City of Morristown, TN PIN: 121752.00  
 Address: 100 West First North Street State Project No.: 32LPLM-F1-052  
Morristown, TN 37814 Federal Project No.: STP-M-9112(23)  
 County: Hamblen Contract No.: 3238DI

Whereas, we Summers Taylor with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with The City of Morristown, TN, on 11.03.2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

The addition of top soil to the project budget.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by \_\_\_\_\_ days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: \_\_\_\_\_ days (Date: \_\_\_\_\_)

Original Contract Amount: \$844,870.66

Approved Change Orders: \$\_\_\_\_\_

Current Change Order: \$\_\_\_\_\_

Pending Change Orders: \$8,000.00

Total Change Orders:: \$8,000.00

Contract Completion Time with Change Orders: N/A days (Date: N/A)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**,

Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Jason E.**

**TALLENT, Aaron JENSEN, Alexander C. SHAFER, Christie SWINNEY**, of Knoxville, Tennessee, Each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 16th day of October, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 28th. day of September, 2021.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclains@zurichna.com](mailto:www.reportsfclains@zurichna.com)  
800-626-4577

### Supplemental Agreement and/or Request for Construction Change Change Order Request #2

Project Title/Termini:	<u>West Andrew Johnson Highway, from N. Fairmont Ave to W. Morris Blvd</u>		
Owner:	<u>The City of Morristown, TN</u>	PIN:	<u>121752.00</u>
Address:	<u>100 West First North Street</u>	State Project No.:	<u>32LPLM-F1-052</u>
	<u>Morristown, TN 37814</u>	Federal Project No.:	<u>STP-M-9112(23)</u>
		Contract No.:	<u>3238DI</u>
County:	<u>Hamblen</u>		

Whereas, we Summers Taylor with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with The City of Morristown, TN, on 11.03.2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Contract time extension due to existing utility conflict. (See attached letter of request)

Also attached are the correspondence records the utility contractor was sent notification of the start and finish dates for the project.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 45 days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: 180 days (Date: September 17, 2021)

Original Contract Amount: \$844,870.66

Approved Change Orders: \$\_\_\_\_\_

Current Change Order: \$\_\_\_\_\_

Pending Change Orders: \$8,000.00

Total Change Orders:: \$8,000.00

Contract Completion Time with Change Orders: 225 days (Date: November 1, 2021)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**,

Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Jason E.**

**TALLENT, Aaron JENSEN, Alexander C. SHAFER, Christie SWINNEY**, of Knoxville, Tennessee, Each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of October, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**  
Vice President

By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 16th day of October, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of September, 2021.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfcliams@zurichna.com](mailto:www.reportsfcliams@zurichna.com)  
800-626-4577



## Summers-Taylor, Inc.

600 Sevier Street  
Johnson City, TN 37604  
Phone (423) 543-3181  
www.summertaylor.com

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September 15, 2021

Mattern & Craig  
429 Clay Street  
Kingsport, TN 37660

Attn: Mr. Jason Carder

RE: Time Extension  
Project # 121752.00 West Andrew Johnson Hwy Rehab

Mr. Carder;

Summers-Taylor, Inc. is requesting a 45 day time extension on the above referenced project. This time extension is mostly due to a conflict with AT & T in relocation of an existing guide wire. We have been informed that it will be the end of September before they will be able to relocate this wire. That would change the completion date from September 17<sup>th</sup> 2021 to November 1<sup>st</sup>, 2021.

We will complete this project as soon as possible upon relocation of this wire. We would appreciate the consideration of this request. If you need any additional information do not hesitate to contact us.

Best regards,

John T. Bowman  
Estimator  
SUMMERS-TAYLOR, INC.

## Sharon Smallwood

---

**From:** Sharon Smallwood  
**Sent:** Tuesday, October 20, 2020 10:26 AM  
**To:** 'Danny Matthews'; 'Camren Yarberry'; 'Mary Howard'; 'Benjamin Price'; 'Randy Busler'; 'Kristin Qualls'; 'Elizabeth Bender'; 'Brad Baskette (Brad.Baskette@tn.gov)'; 'Katie Brown'; 'Monique Hazlewood'; 'Margaret Z. Mahler'; 'bdelozier@musfiber.net'; 'rfielder@musfiber.net'; 'pdickerson@musfiber.net'; 'vj0702@att.net'; 'st3528@att.com'; 'Robert.Enfinger@charter.com'; 'Greer, Isaiah B'; 'rk1580@att.com'  
**Cc:** Jason Carder; Edward Campbell; Randy Dodson; Megan Allphin  
**Subject:** RE: Project No. 121752.00 West Andrew Johnson Hwy N. Fairmont Ave to Morris Blvd  
**Attachments:** Notice of Precon.pdf

All

Please note the date for the preconstruction meeting is on "Tuesday" October 27<sup>th</sup> at 9:00  
Error on original email stated "Thursday" October 27<sup>th</sup>. Revision attached.  
I apologize for any confusion.

Thank you

**Sharon S. Smallwood**

**Mattern & Craig | ENGINEERS • SURVEYORS**

403 E. Market Street | Johnson City, TN 37601  
(423) 979-2220 (Office) (423) 979-2222 (Fax)  
Virginia | Tennessee | North Carolina | South Carolina  
[www.matternandcraig.com](http://www.matternandcraig.com)

Engineering Solutions for Change and Growth

**From:** Sharon Smallwood  
**Sent:** Wednesday, October 14, 2020 1:36 PM  
**To:** 'Danny Matthews' <dannym@summerstaylor.com>; 'Camren Yarberry' <Camren.Yarberry@tn.gov>; 'Mary Howard' <Mary.Howard@tn.gov>; 'Benjamin Price' <Benjamin.Price@tn.gov>; 'Randy Busler' <Randy.Busler@tn.gov>; 'Kristin Qualls' <Kristin.Qualls@tn.gov>; 'Elizabeth Bender' <Elizabeth.Bender@tn.gov>; 'Brad Baskette (Brad.Baskette@tn.gov)' <Brad.Baskette@tn.gov>; 'Katie Brown' <Katie.Brown@tn.gov>; 'Monique Hazlewood' <Monique.Hazlewood@tn.gov>; 'Margaret Z. Mahler' <Margaret.Z.Mahler@tn.gov>; 'bdelozier@musfiber.net' <bdelozier@musfiber.net>; 'rfielder@musfiber.net' <rfielder@musfiber.net>; 'pdickerson@musfiber.net' <pdickerson@musfiber.net>; 'vj0702@att.net' <vj0702@att.net>; 'st3528@att.com' <st3528@att.com>; 'Robert.Enfinger@charter.com' <Robert.Enfinger@charter.com>; 'Greer, Isaiah B' <Isaiah.Greer@atmosenergy.com>  
**Cc:** Jason Carder <jacarder@matternandcraig.com>; Edward Campbell <epcampbell@matternandcraig.com>; Randy Dodson <rdodson@matternandcraig.com>; Megan Allphin <mdallphin@matternandcraig.com>  
**Subject:** Project No. 121752.00 West Andrew Johnson Hwy N. Fairmont Ave to Morris Blvd Preconstruction Meeting

Please see attached for the Notice of Precon for the referenced project. If you have any questions feel free to let me know.

Thank You

Sharon S. Smallwood

**Mattern & Craig** | ENGINEERS • SURVEYORS

403 E. Market Street | Johnson City, TN 37601

(423) 979-2220 (Office) (423) 979-2222 (Fax)

Virginia | Tennessee | North Carolina | South Carolina

[www.matternandcraig.com](http://www.matternandcraig.com)

Engineering Solutions for Change and Growth

## Sharon Smallwood

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**From:** Sharon Smallwood  
**Sent:** Tuesday, October 20, 2020 10:30 AM  
**To:** 'vj0702@att.net'  
**Subject:** RE: Project No. 121752.00 West Andrew Johnson Hwy N. Fairmont Ave to Morris Blvd  
Preconstruction Meeting  
**Attachments:** Notice of Precon.pdf

Please note the date for the preconstruction meeting is on 'Tuesday' October 27th at 9:00  
Error on original email stated "Thursday" October 27th. Revision attached.  
I apologize for any confusion.

Thank you

### Sharon S. Smallwood

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[www.matternandcraig.com](http://www.matternandcraig.com)

Engineering Solutions for Change and Growth

## Sharon Smallwood

---

**From:** Sharon Smallwood  
**Sent:** Thursday, October 29, 2020 9:44 AM  
**To:** 'rk1580@att.com'  
**Subject:** 121752.00 AJ Highway Pre-Construction Meeting Notes  
**Attachments:** 121752.00\_PreCon\_Minutes.pdf

I have attached the meeting notes and sign in sheet  
Thank you

### Sharon S. Smallwood

**Mattern & Craig** | ENGINEERS • SURVEYORS

403 E. Market Street | Johnson City, TN 37601

(423) 979-2220 (Office) (423) 979-2222 (Fax)

Virginia | Tennessee | North Carolina | South Carolina

[www.matternandcraig.com](http://www.matternandcraig.com)

Engineering Solutions for Change and Growth

### Pre-Construction Conference Meeting Minutes

Date Held: Tuesday, October 27, 2020 ATTENDEE LISTING ON LAST PAGE

Contractor: SUMMERS TAYLOR

Contract: 3283DI Estimated Start Date: 3/22/2021

Project #: 121752.00 Estimated Completion Date: 9/17/2021

Reference #: 32LPLM-F1-052 Estimate Cut Off: 25<sup>th</sup> day of each month

Effective Date: 3/22/2021 Days Allowed: 180

Project Superintendent: BILL BYINGTON

CEI Personnel: MATTERN & CRAIG - JASON CARDER, PE, SHARON SMALLWOOD -  
CONST. MGR., EDWARD CAMPBELL - INSPECTOR

**The Following Information was Discussed and Materials, if Applicable,  
were Received at the Meeting.**

	DISCUSSED	RECEIVED	N/A
1. <u>Plan of Operation (Stand. Spec. 105.06)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2. <u>Erosion Control Plan (Stand. Spec. 209.05)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <u>Erosion (Special Provision 107FP)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Material Suppliers List - including name and location of suppliers (Stand. Spec. 106.07)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. <u>Listing of ALL Subcontractors and the items and/or material they are involved with.</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <u>Contractor Employee Safety and Health Program (ESHP) Certification Letter (Spec. 107.10 &amp; Circular Letter 107.01-01)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
7. <u>Traffic Control Certification Letter (Stand. Spec. 712.02)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <u>Detouring/Controlling Traffic Plan</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. <u>105 Letter – Certified listing of personnel including Name &amp; License # of PE or RLS (Stand. Spec. 105.09)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. <u>407 Process Control Plan (Stand. Spec. 407.03) (approved yearly)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. <u>604 Process Control Plan (Stand. Spec. 604.03)</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. <u>Rideability: 411B <input type="checkbox"/> 411C <input type="checkbox"/> 604R <input type="checkbox"/></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Pre-Construction Conference Meeting Minutes (continued)**

**Traffic Control:** 24 Hour Emergency Contact Person ( N/A ☐ )  
Name: TOMMY FRANKLIN  
Home Telephone: H-423-543-3181 / M-423-791-5827  
Mobile:

**Erosion Control:** 24 Hour Emergency Contact Person ( N/A ☐ )  
Name: JOHNNY FARMER  
Home Telephone: 423-543-3181  
Mobile: 423-791-6636

**Customer Service:** Customer Service Representative ( N/A ☐ ) (Stand. Spec. 105.05)  
Name: BILL BYINGTON  
Home Telephone: 423-543-3181  
Mobile: 423-791-0618

**Employee Safety:** 24 Hour On-Site Contact Person ( N/A ☐ ) (Circular Letter 107.01-01)  
Name: JASON RENNER  
Home Telephone: 423-543-3181  
Mobile: 423-791-5111

**Civil Rights**

DBE/WBE ( N/A ☐ ) % Goal Required: 3.0  
ON-THE-JOB TRAINEE ( N/A ☒ ) Hours Required:

	DISCUSSED	RECEIVED	N/A
1. Copy of Signed Agreement between Prime Contractor and DBE Subcontractor, must be submitted before work can begin. (Spec. Prov. 1247)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. On-the-Job Training Program – Federal Aid projects (Circular Letter 1230-01 and 1240-01)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. CC-3 certifying the amount paid the DBE(s) must be submitted when the contract is completed. Final payment will not be made until received. (Spec. Prov. 1247)	<input checked="" type="checkbox"/>		<input type="checkbox"/>

**Pre-Construction Conference Meeting Minutes (continued)**

4.	Special Provision: 1230 <input checked="" type="checkbox"/> , 1231 <input checked="" type="checkbox"/> , 1232 <input checked="" type="checkbox"/> , 1240 <input type="checkbox"/> , 1246 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> , 1247 <input checked="" type="checkbox"/> , 1290 <input type="checkbox"/>	<input type="checkbox"/>
5.	CUF Checklist: All DBE's on ALL projects. (Circular Letter 1247-01)	<input type="checkbox"/>
6.	Goal Projects: Any changes to DBE's portion of work must be pre-approved by SBDP Director. (Circular Letter 1247-01)	<input type="checkbox"/>
7.	Bulletin Board & Information (Circular Letter 1273-01)	<input type="checkbox"/>
8.	Contract Compliance Officer:	

**Items Discussed**

Construction Signs Staked: Yes ☒ No ☐ N/A ☐

		DISCUSSED	N/A
State subcontract approvals:	These need to be submitted to Hdqts Construction, and approved before work can begin, for recognized subcontractors (Stand. Spec. 105.05 & 108.01 and Circular Letter 108.01-01 & 108.01-02).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test Reports & Certifications:	They are required <b>prior to</b> material being used. Items will not be paid for until certifications and/or test reports are received.	<input checked="" type="checkbox"/>	
Tickets:	Certified weigh tickets shall have information on them in accordance with Stand. Spec. 109.01.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payrolls:	All certified payrolls must be submitted to the Project Supervisor within 7 days after the regular payment date of the respective contractor's weekly payroll period or progress payments shall be withheld. <b>The first payroll must have:</b> Employee's Name, Address, s.s.#, Rate of Pay and their Classification. See Special Provision. If the work of the prime contractor and subcontractor is interrupted for a week or more, a statement is to be placed on the signature sheet of the payroll for the last week in which work was performed: <b>"No additional work will be performed until further notice."</b> If work stops for a week or more and is not anticipated, the statement <b>"No work performed, and no work will be performed until further notice."</b> See Stand. Spec. 107.23.	<input checked="" type="checkbox"/>	
Prompt Payment Certification:	Prime contractor certifies each month that payments have been made to each subcontractor. The certification shall run 2 months in arrears. Progress payments shall not be processed without this certification. (Circular Letter 109.02-05)	<input checked="" type="checkbox"/>	

### Pre-Construction Conference Meeting Minutes (continued)

**Note: Mark with Check If Applicable**

<i>Documentation needed during the duration of the job</i>	<i>Adjustments and/or special items that apply to this contract</i>
<input type="checkbox"/> Archaeological Cert. for Borrow Pit: (Circ Let 105.06-05 & Stand. Spec. 107.06)	<input type="checkbox"/> Asphalt Content & Gradation: (Stand. Spec. 407.20)
<input type="checkbox"/> 604 Certification of work complete: (Stand. Spec. 604.03)	<input type="checkbox"/> Asphalt Density Ded.: (Stand. Spec. 407.15)
<input type="checkbox"/> Shop Drawings Approval	<input type="checkbox"/> Defective Concrete: (Stand. Spec. 604.15, 604.20, 604.31, & Circular Letter 604.21-01. If applicable, see Spec. Prov. 501RC and/or 501UT.)
<input type="checkbox"/> Guardrail at Bridge Ends	<input type="checkbox"/> Material Variation Deduction: (Stand. Spec. 411.10)
<input type="checkbox"/> CC-3: (Spec. Prov. 1247 & Circular Letter 1247-01)	<input type="checkbox"/> Fuel: (Spec. Prov. 109A)
<input type="checkbox"/> Liquid Anti-Strip: delivery tickets & invoices (Stand. Spec. 307.08, 307.09, 411.09, & 411.10)	<input type="checkbox"/> Bit. Material: (Spec. Prov. 109B)
<input type="checkbox"/> AC: invoices (Stand. Spec. 307.08 & 411.09)	<input type="checkbox"/> Rideability: (Spec. Prov. 411B) <input type="checkbox"/> (Spec. Prov. 411C) <input type="checkbox"/>
<input checked="" type="checkbox"/> 102I - Employing and Contracting W/Illegal Immigrants	<input type="checkbox"/> Rideability: 604R <input type="checkbox"/> (Stand. Spec. 604.27)
<input checked="" type="checkbox"/> 106A - Buy America Requirements	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> 730MTOWN - Traffic Signals	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> 700SIG - Highway signs, luminaires, and traffic signals	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> AA-FED RATES - TN20200147 (01/03/2020)	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

**Pre-Construction Conference Meeting Minutes (continued)**

**Construction Special Notations:** ( N/A ☐ )

Caution to be used when using heavy equipment on existing pavement. The asphalt tends to shift and will separate with sharp turning.

TDOT lane closures not required during construction

Delayed start time due to the lead time for Signal Pole delivery.

**Safety Special Notations:** (N/A ☐)

March 9, 2018

### Pre-Construction Conference Attendance Record

PIN: 121752.00  
County: Hamblen  
Federal Project No.: STP-M-9113(23)  
State Project No.: 32LPLM-F1-052  
Date: 10/27/2020  
Contract No.: 3238DI  
Project: West A. J. Highway N. Fairmont Ave to W. Morris Blvd

COMPANY NAME: <u>CITY OF MORRISTOWN</u>	SIGNATURE: <u>A. W. Cox</u>
ADDRESS: _____	PRINTED NAME: <u>A. W. Cox</u>
TELEPHONE: _____	TITLE: <u>CITY Admin</u>
FAX: _____	EMAIL: <u>tcx@my.morristown.nj.com</u>
<hr/>	
COMPANY NAME: <u>Summers Taylor</u>	SIGNATURE: <u>Scott Fuller</u>
ADDRESS: _____	PRINTED NAME: <u>Scott Fuller</u>
TELEPHONE: <u>423-791-5106</u>	TITLE: _____
FAX: _____	EMAIL: <u>scottfuller@summers-taylor.com</u>
<hr/>	
COMPANY NAME: <u>City of Morristown</u>	SIGNATURE: <u>Jay Bernard</u>
ADDRESS: _____	PRINTED NAME: <u>Jay Bernard</u>
TELEPHONE: _____	TITLE: <u>Asst City Admin</u>
FAX: _____	EMAIL: <u>jbernard@my.morristown.com</u>
<hr/>	
COMPANY NAME: <u>Summers Taylor</u>	SIGNATURE: <u>Billy Bg</u>
ADDRESS: _____	PRINTED NAME: _____
TELEPHONE: <u>423-791-0618</u>	TITLE: _____
FAX: _____	EMAIL: <u>billybg.summers-taylor.com</u>
<hr/>	
COMPANY NAME: _____	SIGNATURE: _____
ADDRESS: _____	PRINTED NAME: _____
TELEPHONE: _____	TITLE: _____
FAX: _____	EMAIL: _____

March 9, 2018

### Pre-Construction Conference Attendance Record

PIN: 121752.00  
County: Hamblen  
Federal Project No.: STP-M-9113(23)  
State Project No.: 32LPLM-F1-052  
Date: 10/27/2020  
Contract No.: 3238DI  
Project: West A. J. Highway N. Fairmont Ave to W. Morris Blvd

COMPANY NAME: <u>Summers-Taylor, Inc.</u>	SIGNATURE: <u>John T. Bowman</u>
ADDRESS: <u>1196 Lakeside Ave Trask</u>	PRINTED NAME: <u>John T. Bowman</u>
TELEPHONE: <u>423-639-7240</u>	TITLE: <u>Estimator</u>
FAX: <u>423-639-7268</u>	EMAIL: <u>john@summers-taylor.com</u>
COMPANY NAME: <u>City of Morristown</u>	SIGNATURE: <u>Larry Clark</u>
ADDRESS: _____	PRINTED NAME: <u>Larry Clark</u>
TELEPHONE: <u>423-585-4617</u>	TITLE: <u>Asst. City Admin.</u>
FAX: _____	EMAIL: <u>lclark@my.morristown.com</u>
COMPANY NAME: _____	SIGNATURE: <u>Michael Poteet</u>
ADDRESS: _____	PRINTED NAME: <u>Michael Poteet</u>
TELEPHONE: _____	TITLE: <u>Stormwater Coordinator</u>
FAX: _____	EMAIL: <u>mpoteet@my.morristown.com</u>
COMPANY NAME: <u>Morristown Utilities</u>	SIGNATURE: <u>Mark Bacon</u>
ADDRESS: _____	PRINTED NAME: <u>Mark Bacon</u>
TELEPHONE: <u>423-620-4374</u>	TITLE: <u>Engineer</u>
FAX: _____	EMAIL: <u>mbacon@musfiber.net</u>
COMPANY NAME: <u>Morristown Utilities</u>	SIGNATURE: <u>Rob Rice</u>
ADDRESS: <u>433 W. 1<sup>st</sup> North St.</u>	PRINTED NAME: <u>Rob Rice</u>
TELEPHONE: <u>423-731-1739</u>	TITLE: <u>Eng. Manager</u>
FAX: <u>N/A</u>	EMAIL: <u>rrice@musfiber.net</u>

March 9, 2018

### Pre-Construction Conference Attendance Record

PIN: 121752.00  
County: Hamblen  
Federal Project No.: STP-M-9113(23)  
State Project No.: 32LPLM-F1-052  
Date: 10/27/2020  
Contract No.: 3238DI  
Project: West A. J. Highway N. Fairmont Ave to W. Morris Blvd

COMPANY NAME: <u>Mattern &amp; Craig</u>	SIGNATURE: <u>SS Smallwood</u>
ADDRESS: <u>403 E MARKET ST</u> <u>Johnson City TN</u>	PRINTED NAME: <u>SHARON SMALLWOOD</u>
TELEPHONE: <u>423-979-2226</u>	TITLE: <u>Const. MGR.</u>
FAX: <u>423-979-2222</u>	EMAIL: <u>sssmallwood@</u> <u>matternandcraig.com</u>
COMPANY NAME: <u>Mattern &amp; Craig</u>	SIGNATURE: _____
ADDRESS: <u>429 Clay ST.</u> <u>Kingsport, TN 37660</u>	PRINTED NAME: <u>Jason Carder</u>
TELEPHONE: <u>423-245-4970</u>	TITLE: <u>Proj. Engr.</u>
FAX: <u>423-245-5932</u>	EMAIL: <u>jacarder@matternand</u> <u>craig.com</u>
COMPANY NAME: <u>Mattern &amp; Craig</u>	SIGNATURE: _____
ADDRESS: <u>403 E Market St.</u> <u>Johnson City, TN</u>	PRINTED NAME: <u>Edward Campbell</u>
TELEPHONE: <u>423-979-2220</u>	TITLE: <u>Inspector</u>
FAX: <u>423-979-2222</u>	EMAIL: <u>ecampbell@mattern</u> <u>andcraig.com</u>
COMPANY NAME: <u>TDOT Materials and Tests</u>	SIGNATURE: <u>Brad Baskette</u>
ADDRESS: <u>7345 Reson Lane</u> <u>Knoxville TN 37914</u>	PRINTED NAME: <u>Brad Baskette</u>
TELEPHONE: <u>865-594-1452</u>	TITLE: <u>Materials and Tests Supervisor</u>
FAX: _____	EMAIL: <u>Brad.Baskette@tn.gov</u>
COMPANY NAME: <u>CITY OF MORRISTOWN</u>	SIGNATURE: <u>Paul E. Brown</u>
ADDRESS: _____	PRINTED NAME: <u>PAUL E. BROWN</u>
TELEPHONE: <u>423-585-4658</u>	TITLE: <u>DIRECTOR OF PUBLIC WORKS</u>
FAX: _____	EMAIL: <u>pbrown@my.morristown.tn.gov</u>

**Pre-Construction Conference Meeting Minutes (continued)**

**Attendee Listing**

<b>Company</b>	<b>Name</b>	<b>Phone Number</b>
SEE ATTACHED SHEET		

**Pre-Construction Conference Meeting Minutes (continued)**

**Utilities: ( N/A ☐ )**

	DISCUSSED	N/A
1. Our office is to be notified 48 hours in advance of any work performed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Utilities & Contractor are to coordinate their work with each other.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Utilities are to meet M.U.T.C.D. guidelines, Standard Specification Section 712, and Personal Protective Equipment requirements set by TOSHA, M.U.T.C.D. guidelines and TDOT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. TDOT Utility Coordinator: \_\_\_\_\_

5. Utilities Involved:	Reimbursed	Non Reimbursed
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

**Utility Special Notations: ( N/A ☐ )**

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## Morristown City Council Agenda Item Summary

**Date:** September 29, 2021

**Agenda Item:** Approval of Request for Qualifications – Tree Trimming and Removal

**Prepared by:** Ashley Ahl, Purchasing Assistant

**Subject:** Tree Trimming and Removal RFQ

**Background/History:** At times it is necessary for the City of Morristown to remove or trim trees on its properties or in the right-of-ways of its streets. To be able to maintain the safety of our citizens and to better maintain our City properties, it has become necessary to enter into a contract for tree trimming and removal services. The contract will run for a (3) three-year term. During this time, the selected vendor will be on call to trim and remove any trees deemed as hazardous by the City. A Request for Qualifications was done to find the vendor thought most qualified based on their ability to complete the jobs as safely and quickly as possible.

**Findings/Current Activity:** The Request for Qualification was advertised in the *Citizen Tribune* on August 11, 2021, and on August 13, 2021. Additionally, the RFQ was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Wednesday, August 25, 2021, at 2:00 PM. We received two (2) responses. Both were evaluated by a 5 member selection committee.

**Financial Impact:** The City of Morristown appropriates funds on an annual basis to remove/trim trees as the need arises. The funds expended varies from year to year. There is not a logical method to determine a per unit cost. Thus, each job will be evaluated on a case-by-case basis. The key is to have a vendor in place that can respond in a timely manner for the safety of the citizenry.

**Action options/Recommendations:** It is staffs' recommendation based on selection criteria to approve Arbor Excel, LLC as the City's Tree Trimming vendor, and to allow Tony Cox, City Administrator to enter into contract with Arbor Excel, LLC based on the terms presented in their response.

**Attachment:** Rankings and Contract.

**CITY OF MORRISTOWN**  
**OFFICE OF FINANCE AND PURCHASING**  
**RFQ: TREE TRIMMING AND REMOVAL**  
**SUMMARY: FIRM RANKINGS**

RANKING	ENTITY
1	Arbor Excel
2	Morristown Tree Service

## TREE TRIMMING AND REMOVAL AGREEMENT

This Tree Trimming and Removal Agreement (“Agreement”) is entered into this 5th day of October, 2021 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **ARBOR EXCEL, LLC**, 1248 Talbott Kansas Road, Talbott, TN 37877 (“Arbor”).

### WITNESSETH

Whereas City on or about August 11, 2021, issued its Request for Qualification for Tree Trimming and Removal, and

Whereas Arbor on or about August 25, 2021, submitted its Qualifications and Proposal which was approved by City Council on October 5, 2021.

Whereas the City and Arbor do hereby intend to enter into this Tree Trimming and Removal Agreement incorporating said Qualification and Proposal for services to commence on October 5, 2021. *(See attached Exhibit A)*

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Scope of Services.** The Proposal of Arbor, including, without limitation, the Scope of Services therein set out, is incorporated by reference as if fully set out here. Arbor shall be responsible for the trimming, removal, and disposal of trees at various properties within the City and as requested by the City.
2. **Term of Agreement.** The term of this renewal Agreement shall run from October, 5, 2021 until June 30, 2024. After the renewal term, the City reserves the right, at its sole option, to either renew the Agreement with Arbor for an additional one (1) year term, or it may seek the submittal of new proposals.
3. **Insurance.** Arbor shall maintain throughout the term of this Agreement General Liability coverage with limits of liability of \$1,000,000.00 naming the City as an additional insured. Additionally, Arbor shall maintain workers’ compensation insurance with a minimum coverage of \$500,000.00 and shall provide proof of said insurance policies to the City.

4. **Guaranties.** Arbor shall ensure that all work is completed within three (3) days unless additional time is agreed upon by the parties. Arbor further agrees to perform the work in a manner that minimizes the inconvenience to adjacent residents and motorists, which shall include providing its own traffic control.
5. **Payments and Expenses.** Arbor shall provide the City with a written estimate for each job and must obtain approval from authorized City personnel, including a purchase order, prior to commencing work. Upon completion of each job, Arbor shall provide a job ticket that is signed by authorized personnel and remitted to the City that verifies that work was completed in a satisfactory manner. On a monthly basis, Arbor shall provide a statement with detailed invoicing that shall list the property address where the work was completed, the date the work began and ended, reference the job ticket, and a detailed description of the pricing for the work done on the property. Upon receipt of said monthly statement, the City shall remit payment within fifteen (15) days of the receipt of the previous month's statement. Arbor shall be responsible for and provide all labor, materials, equipment and transportation necessary to complete the required work and will also be responsible for all fees associated with the removal of trees, including but not limited to landfill costs.
6. **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.
7. **Disputes.** Should any disputes arise between the parties, Tennessee law shall govern and venue shall lie in Hamblen County, Tennessee.
8. **Termination.** The City reserves the right to terminate this Agreement at any time for Arbor's poor performance of the services.

Witness the day and year first above written.

**City of Morristown, Tennessee**

**Arbor Excel, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Anthony Cox

Printed Name: McKinley Rogers

## Exhibit A

### CITY OF MORRISTOWN, TENNESSEE REQUEST FOR QUALIFICATION - TREE TRIMMING AND REMOVAL

## REQUEST FOR QUALIFICATION

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

### INTRODUCTION

The City of Morristown is requesting qualifications from qualified vendors to provide tree trimming, removal and disposal. The proposed scope of services is discussed herein.

Proposer shall return Request for Qualification in a **SEALED** envelope to:

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

Public opening of the Request for Qualification will be held at the above address at the deadline date and time designated in the Invitation for Request for Qualification.

DATE ISSUED:	Wednesday, August 11, 2021
RFQ TITLE:	Tree Trimming and Removal
RFQ DEADLINE DATE & TIME:	Wednesday, August 25, 2021; 2:00 P.M. Eastern Time (local prevailing time)
RFQ OPENING LOCATION:	Morristown City Center, Training Room, 1st Floor
DEADLINE FOR QUESTIONS:	Wednesday, August 18, 2020; 5:00 P.M.
RFQ CONTACT:	Ashley Ahl, Purchasing Assistant
CONTACT PHONE:	423.585.4622
CONTACT EMAIL:	<a href="mailto:purchasing@mymorristown.com">purchasing@mymorristown.com</a>

Signature of Authorized Representative: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Proposer Initial M.R.

Page 1 of 13

**CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

**TERMS AND CONDITIONS**

**1. REQUIREMENTS FOR SEALED QUALIFICATION SUBMISSION.**

- a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
- b. Complete and original request for proposal with “Proposer Initial” completed by authorized representative.
- c. All proposals shall be submitted SEALED, envelope clearly marked with the proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
- d. Copy of Firm’s IRS W-9 Form.

**2. RFQ RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal 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.

**7. PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

**8. RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.

Proposer Initial M.R.

Page 2 of 13

**CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

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 Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the 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.
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 RFQ DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

Proposer Initial M.R.

Page 3 of 13

**CITY OF MORRISTOWN, TENNESSEE**  
**REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

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 cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or 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. **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.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **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.
27. **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 [purchasing@mymorristown.com](mailto:purchasing@mymorristown.com).

**CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

**OVERVIEW**

The City of Morristown is seeking qualifications from professionals for tree trimming services. The program will include but is not limited to tree trimming, removal, and disposal for several City properties.

Tree trimming will be needed for a variety of properties, at varying times of the year, and with varying levels of difficulty. It is important that the proposer understand that they must be able to complete all tasks and complete them within specified time frames to ensure citizen safety.

**The deadline for questions is Wednesday, August 18, 2021, at 5:00 PM.** All questions must be submitted in writing by emailing [purchasing@mymorristown.com](mailto:purchasing@mymorristown.com). A document with all questions and answers will be distributed to interested proposers and posted to the City's website no later than 5:00 PM on Friday, August 20, 2021.

Upon the approval of the selected proposal, the City of Morristown is seeking an initial contract that will cover approximately a three (3) year term that begins after City Council approval. The term will run until June 30, 2024. Thereafter, the City reserves the right, at its sole option, to extend the term of the services for an additional three (3) year term(s), or seek new proposals as it deems appropriate. **Please provide a sample contract with your proposal.**

**CITY OF MORRISTOWN, TENNESSEE**  
**REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

**SCOPE OF SERVICES**

The services proposed shall consist of providing the following:

1. Proposer shall trim, remove, and dispose of trees on an “as needed” basis at various City owned and unowned properties.
2. Proposer shall comply with all applicable federal, state, and local laws and regulations.
3. All scheduling is to be coordinated through specified City representatives.
4. A job is considered complete when all trimming, removal, and disposing are completed to the satisfaction of the City of Morristown.
5. The successful proposer will supervise, coordinate, manage, and inspect the properties to ensure that each task is done properly in accordance with proposal standards.
6. Invoicing shall be detailed. Each invoice shall list the property address for which payment is requested, the start and finish date for the property, a breakdown of pricing for the property, and the PO number associated with the payment requested.
7. All labor, materials, equipment, and transportation necessary to carry out work shall be furnished by proposer. All work shall be done in an orderly and timely manner in accordance with code and any applicable local, state, or federal regulations.
8. Proposer will not be exempt from tax on materials and supplies used to perform the work outlined in the proposal.
9. All sidewalks and pedestrian areas are to be kept clean of any trimming and/or debris.
10. The number of jobs will vary per season depending upon necessity.
11. Tree removal will consist of removing dead, diseased, infected, infested, damaged, and unsafe trees.
12. Trees must be felled only when there is an adequate felling area at least equal in radius to the height of the tree.
13. Trees that cannot be felled due to adjacent trees, vegetation, roadways, buildings, structures, utilities, or lack of adequate felling area must be topped and sectioned. In the event that damage occurs the proposer is responsible for costs associated with correcting the damage.
14. Proposer shall be responsible for the repair of any ruts or other damage that might be caused during the trimming or removal of trees.

Proposer Initial M.R.

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**CITY OF MORRISTOWN, TENNESSEE**  
**REQUEST FOR QUALIFICATION - TREE TRIMMING AND REMOVAL**

15. Prior to beginning work the proposer is required to verify with City Staff that they are at the correct property and trimming or removing the correct tree.
16. All stumps caused by removal must be ground out, and the area filled with soil before job is considered complete.
17. The proposer shall be responsible for all fees associated with removal of trees to include landfill costs.
18. The proposer shall be responsible for their own traffic control and will not receive traffic control assistance from the City of Morristown. All necessary safety precautions shall be taken to ensure that work does not endanger the health and safety of the public.
19. All work must be performed in such a manner as to minimize the inconvenience to adjacent residents and motorists.
20. A quote must be submitted for each job requested within two (2) days.
21. Proposer must guarantee that work is completed within three (3) days (to include weekends) unless otherwise agreed upon, to ensure citizen safety. Notification must be given for any weather or material delays.
22. Proposer will coordinate directly with any utilities to have limbs removed that are in direct contract or immediately surrounding overhead utility lines prior to any work being done.
23. The proposer shall provide all labor, supervision, tools, and equipment necessary for performing and completing the work requested.
24. The awarded proposer shall enforce strict discipline and good order among workers on job sites and shall not employ any person or anyone not skilled in the work assigned to him/her.
25. The awarded proposer shall adhere to all time estimates and scheduling detailed in the proposal.

CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL

**STATEMENT OF QUALIFICATIONS**

Proposer Qualifications:

1. The proposer shall provide assurance that a supervisor is available to monitor the program and certify that sufficient and timely progress is being made. Please detail your level of availability and response time.
2. Proposer shall provide in detail their experience in tree trimming/removal to include any types or levels of training acquired. Please detail specifically any and all ISA (International Society of Arboriculture) certifications.
3. Proposer is responsible for all licenses and permits required to conduct a tree trimming/removal program and shall be responsible for any and all associated costs. Please include all licenses and permits with proposal.
4. 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 verified before contract approval.
5. Proposer will be subject to an equipment inventory inspection by the City of Morristown to verify ability to complete tree trimming and removal tasks.

Proposer Initial M.R.

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CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL

**SELECTION CRITERIA**

Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial abilities of the Proposer. All proposals should be structured to include the following criteria.

**1. Statement of Qualifications (Point Value: 30 points)**

Describe your experience and all qualifications applicable to the requirements listed above. Values will be based on the proposer's experience and qualifications of the individuals that will be working directly with the City of Morristown. Please include your organizational chart that specifically identifies the individuals that will be working directly with the City of Morristown to provide the requested services. Please list any and all certifications, specifically to include any ISA certifications.

**2. Availability (Point Value: 30 points)**

Please detail the availability of a supervisor to monitor the program as well as staffs' ability to meet time estimates and adhere to scheduling. Tree trimming and removal may be time sensitive, and values will be based on the proposer's ability to supervise and complete work in the scheduled amount of time. Please detail response time.

**3. References (Point Value: 20)**

At least five client references in total should be provided. Please include contact information for all references submitted as well as project descriptions and locations.

**4. Equipment (Point Value: 20 Points)**

Proposer will be subject to an equipment inventory inspection by the City of Morristown to verify ability to complete tree trimming and removal tasks. Please provide listing of equipment inventory.

CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION - TREE TRIMMING AND REMOVAL

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

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:


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

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

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

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

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

COMPANY NAME ArborExcel  
NAME (PRINT) Mckinley Rogers PHONE 865-318-0310  
TITLE owner FAX \_\_\_\_\_  
SIGNATURE  DATE 8/24/21

(TO BE COMPLETED BY NOTARY)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

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

Witness my hand and seal at office this day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Proposer Initial M.R.

Page 10 of 13


**CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL**

**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 Proposal, 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:	Arbor EXcel
CONTACT PERSON:	McKinley Rogers
CONTACT PERSON TITLE:	Owner
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	46-4180641
STREET ADDRESS:	1024 Talbott Kansas Rd.
STREET ADDRESS:	
CITY, STATE, ZIP:	Talbott TN 37877
TELEPHONE NUMBER:	865-318-0310
FAX NUMBER:	
EMAIL:	McKinleyrogers88@gmail.com
DATE:	8/24/21

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

Proposer Initial m. R.

Page 11 of 13

CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION - TREE TRIMMING AND REMOVAL

**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:	Arbor EXcel
AUTHORIZED REPRESENTATIVE: (printed)	McKinley Rogers
AUTHORIZED REPRESENTATIVE: (signature)	<i>McKinley Rogers</i>
DATE:	8/24/21



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

FIRM NAME:	Arbor EXcel
AUTHORIZED REPRESENTATIVE: (printed)	McKinley Rogers
AUTHORIZED REPRESENTATIVE: (signature)	<i>McKinley Rogers</i>
DATE:	8/24/21
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.

Proposer Initial M.R.

Page 12 of 13

CITY OF MORRISTOWN, TENNESSEE  
REQUEST FOR QUALIFICATION – TREE TRIMMING AND REMOVAL

BIDDER'S CERTIFICATION OF COMPLIANCE  
WITH  
IRAN DIVESTMENT ACT  
Tenn. Code Ann. § 12-12-101 et seq.

Comes McKinley Rogers, for and on behalf of  
(Printed name of Principal Officer of Company)

ArborExcel, (the "Company") and, after being duly authorized

by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

McKinley Rogers  
Signature

owner  
Title

8/24/21  
Date

Proposer Initial \_\_\_\_\_

Page 13 of 13

# 1.) Statement of Qualifications

McKinley Rogers:

Owner and ISA Certified Arborist.

Mike Owens:

Sales manager and job coordinator.

Micah Rogers:

Equipment operator and crew member.

Josh Golladay:

Equipment operator and crew member.

Jeremy Waldo:

Crew member.

## 2.) Availability

McKinley Rogers and/or Mike Owens will be on-site at every job to ensure safety and quality.

On emergency situations, we can be on site within a 2 hour maximum. For normal routine work, we will schedule jobs accordingly with our city supervisor.

## 3.) References

1.) Greg Ailshie:

Owner: PRI (Pavement Restorations Inc.)

865-765-7600

Multiple ongoing tree removal, pruning, stump grinding, and land clearing projects

2.) John Ballinger:

Owner: Total Property Management

865-755-2580

Multiple ongoing tree removal, pruning, stump grinding, and land clearing projects.

3.) Mike Hill

Founder: OnTrac

Multiple ongoing tree removal, pruning, stump grinding, and land clearing projects.

4.) Haydan Cox

Supervisor: Carson Newman University

423-307-3146

Multiple ongoing tree removal, pruning, stump grinding, and land clearing projects.

5.) Jason Pruitt

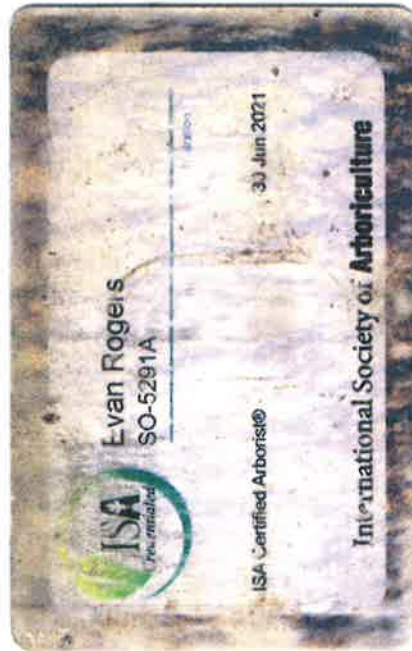
Supervisor: Ervin Cable Company

270-969-8635

Ongoing telecommunications right-of-way maintenance.

## 4.) Equipment

- 1.) 3 Forestry bucket trucks, including 1, 75 foot elevator truck.
- 2.) 2 Dump/chipper trucks.
- 3.) 2 Equipment hauling trucks.
- 4.) 2 Dump trailers.
- 5.) 2 Equipment trailers.
- 6.) 3 Brush chippers.
- 7.) 2 Stump grinder.
- 8.) 2 Tracked skid steers.
- 9.) 1 Extreme duty bushhog.



# International Society of Arboriculture

## Certified Arborist™

*Evan McKinley Rogers*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the abobe named is hereby recognized as an ISA Certified Arborist.

*D. Glavin*

Certification Board, Chair  
International Society of Arboriculture

*[Signature]*

Jim Skiera, Executive Director  
International Society of Arboriculture

SO-5291A	Aug 9, 2013	Dec 31, 2016
Certificate Number	Certified Since	Expiration Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2021

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.

**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).

PRODUCER	Cate Insurance Agency 805 East Jefferson Street PO Box 350 Jefferson City, TN 37760	CONTACT NAME:	Susan Tipton	
		PHONE (A/C, No, Ext):	(865) 475-3391	FAX (A/C, No):
		E-MAIL ADDRESS:	susan@cateagency.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:		Evanston Insurance Company
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			2CP4661	05/18/2021	05/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incl. \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City of Morristown

## 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

*Susan Tipton*

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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Evan McKinley Rogers

**2** Business name/disregarded entity name, if different from above  
ArborExcel

**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.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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.

☐ 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
1024 Talbott Kansas Rd.

**6** City, state, and ZIP code  
Talbott TN 37677

**7** List account number(s) here (optional)

**8** Requester's name and address (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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

4	6	-	4	1	8	0	6	4	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► Evan M Rogers

Date ► 8/24/21

## 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](http://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.

- Form 1099-INT (interest earned or paid)

- 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.



## Morristown City Council Agenda Item Summary

**Date:** September 29, 2021

**Agenda Item:** Approval of Repair – Fire Truck

**Prepared By:** Ashley Ahl, Purchasing Assistant

**Subject:** Approval of repair from BST Fire Apparatus LLC for repairs to Aerial Fire Truck #479

**Background/History:** The City of Morristown's Fire Department has a Pierce Fire Truck in need of repair. The truck was taken to BST Fire Apparatus LLC for a previous repair, and it was determined that further repairs were needed once they began work on the truck. Repairs are necessary to get the truck placed back in service. BST is a certified Emergency Vehicle Technician Specialist for aerial fire trucks.

**Financial Impact:** This was not a planned expenditure in the 21-22 budget; however, funds have been identified to cover the repairs.

**Action options/Recommendations:** The City of Morristown's Fire Department is seeking approval of repairs from BST Fire Apparatus LLC to Fire Truck #479 in the amount of \$10,337.23.

**Attachment:** Purchase Order.

**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 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase  
Order #**22000759-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V  
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r**BST FIRE APPARATUS LLC  
P.O. BOX 12435

KNOXVILLE, TN 37912

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o**City of Morristown  
100 W 1ST N STREET  
aahl@mymorristown.com  
MORRISTOWN, TN

37814

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
				22000947	DAVID MARSHALL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
09/28/21	007399				42240	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			1.00 EACH	385.00000	385.00
002	PLATFORM #2, UNIT 479 REPLACE/REPAIR PUMP COOLER 42240-362			1.00 EACH	1615.00000	1,615.00
003	LABOR CHARGES FOR LINE ITEM 1 42240-362			1.00 EACH	8337.23000	8,337.23
	ADDITIONAL REPAIR NEEDED FOUND DURING SERVICE TO INCLUDE OUTRIGGER CONTROL VALVE, HYDRAULIC SYSTEM COOLER, AND SEAT BELT REPLACEMENT, INCLUDES LABOR					
	COUNCIL APPROVAL: OCTOBER 5, 2021 42240-362					
					PO Total	10,337.23

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

Authorized Signature

Date

**VENDOR COPY**

Authorized Signature

Date

[Return to Agenda](#)



**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 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000801-01**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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TEMPLE INC.  
P. O. BOX 2066  
  
DECATUR, AL 35602-2066

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City of Morristown  
100 W 1ST N STREET  
aahl@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
800-633-3221		256-353-4578	22001085	MATTHEW MANNING	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/01/21	012849				43190
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	8 PHASE CABINET ASSEMBLY TO INCLUDE: TF4008 TERMINAL FACILITY (12LS) EL704S2 POLE MOUNT CABINET ASSEMBLY DETECTOR RACK		2.00 EACH	6865.00000	13,730.00
	SOLE SOURCE PURCHASE COUNCIL APPROVAL DATE: OCTOBER 5, 2021 43190-365				13,730.00
				PO Total	13,730.00

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

Authorized Signature

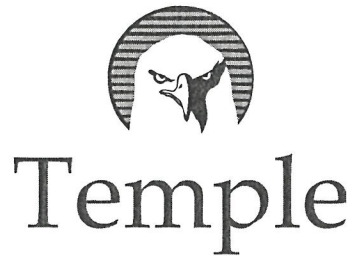
Date

**VENDOR COPY**

Authorized Signature

Date

[Return to Agenda](#)



September 29, 2021

**Matthew Manning**  
City of Morristown  
619 Howell Rd  
Morristown, TN 37813  
423-312-3027

**RE: Sole Source for City of Morristown, TN  
Temple Inc Cabinet Assemblies**

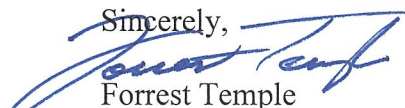
Dear Mr. Manning:

This letter is to verify that Temple, Inc. located at 305 Bank St, Decatur AL 35601 is the sole manufacturer, provider and distributor of Temple, Inc. products, including the Temple Pole Mounted and Base Mounted Cabinet Assemblies that we have quoted you recently.

Temple is the sole provider for these assemblies in the south east United States.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,



Forrest Temple  
President

***Temple, Inc.***

P.O. Box 2066 • Decatur, AL 35602-2066

(256) 353-3820 • (800) 633-3221

*Sales/Customer Fax (256) 353-4578 • Accounting Fax (256) 353-3351*

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 1/20/2020		<b>End Date</b> 1/19/2024		<b>Agency Tracking #</b> 40100-30300	<b>Edison ID</b> 69884
<b>Grantee Legal Entity Name</b> City of Morristown					<b>Edison Vendor ID</b> 4108
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA #20.106</b>  <b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) FAA Airports Coronavirus Response Grant Program (ACRGP) Funding for Airports under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2022	\$0.00	\$23,000.00		\$0.00	\$23,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$23,000.00</b>		<b>\$0.00</b>	<b>\$23,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The amount of funding available for each airport is set forth in the Coronavirus Response and Relief Supplemental Appropriations Act, Division M of Public Law 116-260. Airport sponsors may request a certain portion of those funds to be made available for operations and/or maintenance costs of the airport.			
<b>Budget Officer Confirmation:</b> 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.				CPO USE - GG	
<b>Speed Chart</b> (optional) TX		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 1**

**LOCATION CODE: MAIN**

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Morristown, hereinafter referred to as the "Grantee," is for the provision of funding for airport operations and/or maintenance as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act), Division M of Public Law 116-260. Grant funds may be used to reimburse airport operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020. Grant funding also may be used to reimburse a Grantee's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this Grant Agreement will be governed by the same principles that govern "airport revenue" as defined by Federal Aviation Administration ("FAA") regulations and guidance. New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on **January 20<sup>th</sup>, 2020** ("Effective Date") and extend for a period of **forty-eight (48) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** 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.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division  
<https://tndot.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation-Aeronautics Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right

to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

David Demanette  
Transportation Program Monitor 2  
TDOT Aeronautics Division  
7335 Centennial Blvd.

Nashville, TN 37209  
Telephone: 615-741-3208  
Email: David.Demanette@tn.gov

The Grantee:

Gary Chesney, Mayor  
City of Morristown  
PO Box 1499  
Morristown, TN 37816  
Email: mparvin@mymorristown.com  
Telephone # 423-581-0100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. Reserved.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.
- E.5. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.6. Compliance with ACRGP Grant Assurances. The Grantee hereby assures and certifies, with respect to this Grant Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Contract, including but not limited to those listed in the FAA ACRGP assurances, a copy of which may be obtained upon request from the State or the FAA. These assurances are hereby incorporated into and become part of this Grant Contract.
- E.7. Trafficking in Persons.
- a. The Grantee acknowledges and agrees that the Grantee, its employees, and any of the Grantee's subgrantees and its employees may not:
    - (1) Engage in severe forms of trafficking in persons during Term;
    - (2) Procure a commercial sex act during the Term; or
    - (3) Use forced labor in the performance of the Grant Contract.
  - b. The State may unilaterally terminate this Grant Contract, without penalty, if the Grantee:
    - (1) Is determined to have violated a prohibition in subsection a., or
    - (2) Has an employee who is determined by an official authorized to terminate the award to have violated a prohibition in subsection a.(1) during the Term through conduct that is either—
      - i. Associated with performance under this Grant Contract; or
      - ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
    - (3) Grantee shall inform the State immediately of any information Grantee receives from any source alleging a violation of a prohibition in subsection a. during the Term.
    - (4) The State's right to terminate unilaterally that is described in subsection a. of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to the State under this Grant Contract.
- E.8. Employee Protection from Reprisal.
- a. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subsection (2), information that the employee reasonably believes is evidence of:
    - (1) Gross mismanagement of a Federal grant;
    - (2) Gross waste of Federal funds;
    - (3) An abuse of authority relating to implementation or use of Federal funds;
    - (4) A substantial and specific danger to public health or safety; or
    - (5) A violation of law, rule, or regulation related to a Federal grant.

- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - (1) A member of Congress or a representative of a committee of Congress;
    - (2) An Inspector General;
    - (3) The Government Accountability Office;
    - (4) A Federal office or employee responsible for oversight of a grant program;
    - (5) A court or grand jury;
    - (6) A management office of the State or Grantee or subgrantee; or
    - (7) A Federal or State regulatory enforcement agency.
  - c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - d. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.
  - e. Required Actions of the Inspector General – Actions, limitations, and exceptions of the OIG are established under 41 U.S.C. § 4712(b).
  - f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- E.9. Face Coverings Policy. The Grantee agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Grantee continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.
- E.10. Utilities Proration. For purposes of computing the share of the allowable airport operations and maintenance costs reimbursable under this Grant Contract, the allowable cost of utilities incurred by the Grantee to operate and maintain airport(s) included in the Grant Contract must not exceed the percent attributable to the capital or operating costs of the airport.
- E.11. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.12. Equipment or Vehicle Replacement. The Grantee agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- E.13. Equipment Acquisition. The Grantee agrees that it will maintain Grantee-owned and -operated equipment and use for purposes directly related to the airport.
- E.14. Low Emission Systems. The Grantee agrees that vehicles and equipment acquired with funds provided in this grant:
- a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Grantee further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

- E.15. Utility Relocation in Grant Contract. The Grantee understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Grantee has submitted evidence satisfactory to the FAA that the Grantee is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Grantee has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
- E.16. Land Acquisition. Where funds provided for by this grant are used to acquire land, the Grantee shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located

**IN WITNESS WHEREOF,**

**CITY OF MORRISTOWN:**

**32-555-0171-22**

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**GRANTEE SIGNATURE**

**DATE**

**GARY CHESNEY, MAYOR**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

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**GRANTEE LEGAL COUNSEL'S SIGNATURE**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

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**CLAY BRIGHT, COMMISSIONER**

**DATE**

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**JOHN H. REINBOLD, GENERAL COUNSEL**  
**APPROVED AS TO FORM AND LEGALITY**

**DATE**

# The City of Morristown

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Finance Department



ATTACHMENT ONE

PAGE ONE

**August 6, 2021**

Michelle Frazier, Director  
TDOT Aeronautics Division  
7335 Centennial Boulevard  
Nashville, TN 37209

Re: ACRGP funding request

Dear Ms. Frazier,

The City of Morristown hereby requests ACRGP funding from the Tennessee Department of Transportation in the amount of **\$23,000** for the operational costs of Morristown Regional Airport (KMOR) in Morristown.

The airport intends to request this funding for reimbursement of operational costs incurred as a result of normal airport operations. The airport intends to be reimbursed for operational costs of the clearing of vegetation from the security fence line and replacement of security fencing.

Please find our application within Black Cat Grants system.

If you have questions or need additional information, please contact me at 423-585-4610 or via email at [mparvin@mymorristown.com](mailto:mparvin@mymorristown.com).

Sincerely,

Michele Parvin, CMFO  
Accountant/Grants Coordinator  
City of Morristown

Cc: TAD Project Manager, Jason Bennet  
TAD Program Monitor, Chuck Hoskins  
City Administrator, Tony Cox

**ATTACHMENT TWO**

**PAGE ONE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-65
Federal award date	5/10/2021
CFDA number and name	20.106
Grant contract's begin date	1/20/2020
Grant contract's end date	1/19/2024
Amount of federal funds obligated by this grant contract	\$23,000
Total amount of federal funds obligated to the subrecipient (GRANTEE: TOTAL Federal dollars deposited into YOUR account in current FY (7/21-6/22) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,119,486
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 P. 615-253-5927
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

*Federal Award Identification Worksheet (FAI)* is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0171-22) every six (6) months.

Any questions please contact your Program Monitor, David Demanette, at 615-741-3208.

**ATTACHMENT THREE**

**PAGE ONE**

GRANT BUDGET				
City of Morristown: CRRSAA			AERO-22-209-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: 1/20/2020				
END: 1/19/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$23,000.00	\$0.00	\$23,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	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	\$23,000.00	\$0.00	\$23,000.00

<sup>1</sup> 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: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT THREE**  
**PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
CRRSAA	\$23,000.00
<b>TOTAL</b>	<b>\$23,000.00</b>

TAD Project # 32-555-0171-22

Project Breakdown:

TX                      \$23,000.00              100% Federal #65 (CRRSAA)

Grant Total:              \$23,000.00              100%

Reimbursable Amount:    \$23,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least zero (0%) of the total project cost.

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

**Note:** If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Michelle Woods

Address: 100 West First North Street

Phone number: 423-585-4613

Email address: mwoods@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: 4108