

WORK SESSION
April 21, 2020
Pre-Meeting Work Session - Cancelled

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
April 21, 2020
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. ROLL CALL

4. DETERMINATION

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

5. APPROVAL OF MINUTES

1. April 7, 2020

6. NEW BUSINESS

6-a. Awarding of Bids/Contracts

1. Approval of Purchase Order #20002273 in the amount of \$12,829.55 for street marking paint per Statewide Contract #178 and Purchase Order #20002274 in the amount of \$8,880.76 for thermoplastic street markings per Statewide Contract #126 for a grand total of \$21,710.31.
2. Approval of Amendment No. 1 to the Grant Contract, AERO-19-275-00, between the State of Tennessee Department of Transportation (TDOT) and the City of Morristown for the security access system at the Morristown Regional Airport. This amendment increases the original contract in the amount of \$35,000.
3. Approval of the Contract between the City of Morristown and Michael Baker International for East Tennessee Progress Center Site 12 Development – Construction Services for a total amount not to exceed \$95,000.

4. Approval to Confirm Emergency Purchase of Necessary Information Technology Hardware and Engineering Support in the amount of \$64,914.78.

6-b. Board/Commission Appointments

1. City Council appointment or re-appointment to the Construction Board of Adjustments, Appeals and Examiners for a three (3) year term to expire May 1, 2023; terms expiring: Jerry Burke, Tim Dyke, Kevin Rogers

6-c. New Issues

1. Confirmation of Disciplinary Action Police Department

7. CITY ADMINISTRATOR'S REPORT

8. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

9. ADJOURN

City Council Meeting/Holiday Schedule:

April 21, 2020	Tuesday	4:00 p.m.	Cancelled - Work Session – Council Agenda Review
April 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting – by Electronic Means
April 21, 2020	Tuesday		Cancelled - Work Session following Council Meeting
May 5, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
May 5, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 5, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 19, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 19, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 25, 2020	Monday		City Employee's Holiday – Memorial Day
June 2, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
June 2, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 2, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 16, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 16, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 3, 2020	Friday		City Employee's Holiday – Independence Day
July 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
July 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

Post Meeting WORK SESSION for April 21, 2020 - Cancelled

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
April 7, 2020**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session via electronic means at 5:00 p.m., Tuesday, April 7, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember Al A'Hearn led in the invocation.

Councilmember Senter made a motion to make a determination by the City Council of Morristown, TN that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus. Councilmember Bivens seconded the motion and upon roll call; all voted "aye"

Councilmember A'Hearn made a motion to approve the March 17, 2020 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Garrett, Pedigo, Senter and Smith voted "aye"; Councilmember Bivens Abstained

Councilmember Smith made a motion to approve Change Order #4 with Merit Construction for the new Public Works Facility Project in the amount of \$37,271.87. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the contract with Junior Hommel Excavating for the Morristown Regional Airport Drainage Improvement Project in the amount of \$204,790.48 subject to the Tennessee Department of Transportation (TDOT) - Aeronautics Division and Morristown Airport Commission concurrences. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Bid and Contract for Security Card Reader for the Morristown Regional Airport to Stansell Electric Co., Inc. in the amount of \$64,740 subject to the Tennessee Department of Transportation (TDOT) - Aeronautics Division and Morristown Airport Commission concurrences. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

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

Councilmember Senter made a motion to approve the contract with Mattern & Craig for a Conceptual Study Design for Frank Lorino Park Improvements from Carroll Road to Thompson Creek Road in the amount of \$50,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye"

Councilmember Pedigo made a motion to approve the Settlement and Release Agreement related to Performance Bond for Merchants Greene Development in the amount of \$12,500. Councilmember Smith seconded the motion and upon roll call; all voted "aye"

Councilmember A'Hearn made a motion to approve the Stormwater Maintenance Agreement between the City of Morristown and McNeilus Steel, Inc. for Lot 8 at the Morristown Progress Center. Councilmember Senter seconded the motion and upon roll call; all voted "aye"

Councilmember Bivens made a motion for approval to apply for the 2021 Tennessee Highway Safety Officer Grant in the amount of approximately \$20,000. Funds to be used to provide overtime for officers, conduct saturation patrols, detect and deter intoxicated driving and educate teen drivers about the dangers of DUI. Requires no matching funds. Councilmember Smith seconded the motion and upon roll call; all voted "aye"

Councilmember Pedigo made a motion to re-appointment Robert Russell to the Hamblen County Board of Equalization for a two (2) year term to expire May 1, 2022. Councilmember Smith seconded the motion and upon roll call; all voted "aye"

Mayor Gary Chesney adjourned the April 7, 2020 Morristown City Council meeting at 5:33 p.m.

Mayor

Attest:

City Administrator

A video recording of the electronic meeting was made available for viewing on the city website at www.mymorristown.com on Wednesday, April 8, 2020.

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **20002273-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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r**ENNIS FLINT, INC
4161 PIEDMONT PKWY STE 370

GREENSBORO, NC 28260**S
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o**City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
903-538-2271		336-475-7900	20002493	DERRICK CANTWELL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
04/16/20	007174				43150
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		15.00 EACH	564.85000	8,472.75
002	YELLOW, TRAFFIC MARKING PAINT, QUICK DRY, 55 GALLON DRUM, CATEGORY ID 25482, ITEM ID 1000165622, LINE 5, SWC 178 43150-429		6.00 EACH	542.30000	3,253.80
003	WHITE TRAFFIC MARKING PAINT, QUICK DRY, 55 GALLON DRUM, ITEM ID 1000165616, CATEGORY ID 25482, LINE 3, SWC 178 43150-429		20.00 EACH	55.15000	1,103.00
	WHITE TRAFFIC MARKING PAINT, QUICK DRY, 5 GALLON PAIL, ITEM ID 1000165631, CATEGORY ID 25482, LINE 8, SWC 178 43150-429				
				PO Total	12,829.55

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Ennis-Flint Inc
4161 Piedmont Pkwy Ste 370
Greensboro, NC 27410

Vendor ID: 0000068157

Contract Number: 0000000000000000000063318

Title: SWC 178 Traffic Paint & Glass Beads

Start Date : July 15, 2019

End Date: July 14, 2022

Two options to renew remain

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Parker Birt
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-291-5948
Fax: 615-741-0684
Email: Parker.Birt@tn.gov

Line Information

Line 1

Item ID: 1000165620
Traffic Marking Paint, White, quick dry, 55 gallon drum, 1 to 5 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984211
Manufacturer Item #:
Unit Price: \$ 542.3

Line 2

Item ID: 1000165625
Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 1 to 5 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984212
Manufacturer Item #:
Unit Price: \$ 564.85

Line 3

Item ID: 1000165616
Traffic Marking Paint, White, quick dry, 55 gallon drum, 6 to 10 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984211-1
Manufacturer Item #:
Unit Price: \$ 542.3

Line 4

Item ID: 1000165617
Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 6 to 10 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984212-1
Manufacturer Item #:
Unit Price: \$ 564.85

Line 5

Item ID: 1000165622
Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 11 to 27 drums per order
Unit of Measure: DR
Vendor Item/Part #: 984212-2
Manufacturer Item #:
Unit Price: \$ 564.85

Line 6

Item ID: 1000165614

Traffic Marking Paint, White, quick dry, 55 gallon drum, 54 drums or more per order

Unit of Measure: DR

Vendor Item/Part #: 984211-2

Manufacturer Item #:

Unit Price: \$ 498.85

Line 7

Item ID: 1000165615

Traffic Marking Paint, Yellow, quick dry, 55 gallon drum, 54 drums or more per order

Unit of Measure: DR

Vendor Item/Part #: 984212-3

Manufacturer Item #:

Unit Price: \$ 521.4

Line 8

Item ID: 1000165631

Traffic Marking Paint, White, quick dry, 5 gallon pail, 16-23 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984211-3

Manufacturer Item #:

Unit Price: \$ 55.15

Line 9

Item ID: 1000165627

Traffic Marking Paint, White, quick dry, 5 gallon pail, 24-31 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984211-4

Manufacturer Item #:

Unit Price: \$ 55.15

Line 10

Item ID: 1000165628

Traffic Marking Paint, Yellow, quick dry, 5 gallon pail, 24- 31 pails per order

Unit of Measure: PA

Vendor Item/Part #: 984212-4

Manufacturer Item #:

Unit Price: \$ 57.2

APPROVED:

Michael F. Perry-JB

Digitally signed by Michael F.Perry-JBDate: 2019.07.21 14:52:19 -0500

CHIEF PROCUREMENT OFFICER

BY:

Parker Birt

Digitally signed by Parker BirtDN: cn=Parker Birt, o=General Services,ou=OPS, email=parker.birt@gsa.gov, c=USDate: 2019.07.22 13:48:44 -0500

PURCHASING AGENT

DATE



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase
Order #

20002274-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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ENNIS FLINT, INC
4161 PIEDMONT PKWY STE 370

GREENSBORO, NC 28260

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
903-538-2271		336-475-7900	20002495	DERRICK CANTWELL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
04/16/20	007174				43150
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		40.00 EACH	65.40000	2,616.00
002	MARKING, PAVEMENT, BEADED, STRIP, WHITE, 12IN X 30FT, .125MIL, ITEM ID 1000134486, CATEGORY ID 25494, LINE 13, SWC 126 43150-429		40.00 EACH	65.40000	2,616.00
003	MARKING, PAVEMENT, BEADED, STRIP, WHITE, 24IN X 15FT, .125MIL, ITEM ID 1000134486, CATEGORY ID 25494, LINE 13, SWC 126 43150-429		10.00 EACH	61.78000	617.80
004	MARKING, PAVEMENT, BEADED, STRAIGHT ARROW WHITE, 9.333FT X 3.667FT X .125MIL, ITEM ID 1000134487, CATEGORY ID 25494, LINE 12, SWC 126 43150-429		10.00 EACH	71.63000	716.30
	MARKING, PAVEMENT, BEADED, CURVE ARROW, WHITE, RIGHT, 8.25FT X 6.58833FT X .125MIL, ITEM ID 1000134497, CATEGORY ID 25494, LINE 9, SWC 126				

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

Authorized Signature

Date

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VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20002274-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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ENNIS FLINT, INC
4161 PIEDMONT PKWY STE 370

GREENSBORO, NC 28260

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
903-538-2271		336-475-7900	20002495	DERRICK CANTWELL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
04/16/20	007174				43150
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
005	43150-429		716.30		
			16.00 EACH	71.63000	1,146.08
	MARKING, PAVEMENT, BEADED, CURVE ARROW, WHITE, LEFT, 8.25FT X 6.58833FT X .125MIL, CATEGORY ID 25494, ITEM ID 1000134497, LINE 9, SWC 126				
006	43150-429		1,146.08		
			4.00 EACH	119.76000	479.04
	MARKING, PAVEMENT, BEADED, AHEAD LEGEND WHITE, 8FT HIGH X .125MIL, ITEM ID 1000022303, CATEGORY ID 80099, LINE 5, SWC 126				
007	43150-429		479.04		
			6.00 EACH	88.99000	533.94
	MARKING, PAVEMENT, BEADED, STOP LEGEND WHITE, 8FT HIGH X .125MIL, ITEM ID 1000022302, CATEGORY ID 80099, LINE 4, SWC 126				
008	43150-429		533.94		
			20.00 EACH	7.78000	155.60
	YIELD LINE, SHARK'S TEETH, BEADED, 24IN X 36IN, .125MIL, BASED ON CURRENT QPL 1.B.2, ITEM ID 1000134249, CATEGORY ID 35495, LINE 3, SWC 126				

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Authorized Signature

Date

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Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20002274-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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ENNIS FLINT, INC
4161 PIEDMONT PKWY STE 370

GREENSBORO, NC 28260

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 903-538-2271		Vendor Fax Number 336-475-7900		Requisition Number 20002495		Delivery Reference/Contact DERRICK CANTWELL			
Date Ordered 04/16/20		Vendor Number 007174		Date Required		Interoffice Delivery		Department/Location 43150	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
	43150-429				155.60				
						PO Total	8,880.76		

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Ennis-Flint Inc
4161 Piedmont Pkwy Ste 370
Greensboro, NC 27410

Vendor ID: 0000068157

Contract Number: 0000000000000000000062224

Title: SWC 126 Highway Markings & Accessories

Start Date : April 24, 2019

End Date: April 23, 2022 with two (2) renewal options remaining

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or

liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Lanessa Munson
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-253-2692
Fax: 615-741-0684
Email: Lanessa.M.Munson@tn.gov

Line Information

Line 2

Item ID: 1000134250
Lane reduction arrow, beaded, 18 ft., .125 mil, based on current QPL 1.B.2
Unit of Measure: EA
Vendor Item/Part #: 126-182
Manufacturer Item #:
Unit Price: \$ 155.5

Line 3

Item ID: 1000134249
Yield line, shark's teeth, beaded, 24 in. x 36 in., .125 mil., based on current QPL 1.B.2
Unit of Measure: EA
Vendor Item/Part #: 126-183
Manufacturer Item #: 8231002HS
Unit Price: \$ 7.78

Line 4

Item ID: 1000022302
Marking, pavement, beaded, stop legend white, 8 ft. high x .125 mil. (Minimum)
Unit of Measure: EA
Vendor Item/Part #: 126-184
Manufacturer Item #: 034 745
Unit Price: \$ 88.99

Line 5

Item ID: 1000022303
Marking, pavement, beaded, ahead legend white, 8 ft. high x .125 mil. (Minimum)
Unit of Measure: EA
Vendor Item/Part #: 126-185
Manufacturer Item #: 034 750
Unit Price: \$ 119.76

Line 6

Item ID: 1000134476
Marking, pavement, beaded, only legend, white, white, 8 ft. x .125 mil. (Minimum)
Unit of Measure: EA
Vendor Item/Part #: 126-186
Manufacturer Item #:
Unit Price: \$ 89.73

Line 7

Item ID: 1000022300

Marking, pavement, beaded, R, for RR crossing, white, 5 ft. x 2 ft. x .125 mil. (Minimum)

Unit of Measure: EA

Vendor Item/Part #: 126-187

Manufacturer Item #: 034 696

Unit Price: \$ 26.05

Line 8

Item ID: 1000022301

Marking, pavement, beaded, RR, package, white, consisting of 2 RR's, and one roll 16 in. x 44 ft. for x, .125 mil. (Minimum)

Unit of Measure: EA

Vendor Item/Part #: 126-188

Manufacturer Item #: 037 002

Unit Price: \$ 182.16

Line 9

Item ID: 1000134497

Marking, pavement, beaded, curve arrow, white, right or left, 8.25 ft. x 6.58833 ft. x .125 mil. (Minimum)

Unit of Measure: EA

Vendor Item/Part #: 126-189

Manufacturer Item #:

Unit Price: \$ 71.63

Line 10

Item ID: 1000134477

Marking, pavement, beaded, fillet for left-double curve or right-double curve, white, .125mil. (Minimum)

Unit of Measure: EA

Vendor Item/Part #: 126-190

Manufacturer Item #:

Unit Price: \$ 128.22

Line 11

Item ID: 1000023891

Marking, pavement, beaded, handicap kit, standard 2 color size: 4 ft. X 4 ft.

Unit of Measure: EA

Vendor Item/Part #: 126-191

Manufacturer Item #: 034 748

Unit Price: \$ 63.73

Line 12

Item ID: 1000134487

Marking, pavement, beaded, straight arrow, white, 9.333 ft. x 3.667 ft. x .125 mil. (Minimum)

Unit of Measure: EA

Vendor Item/Part #: 126-192

Manufacturer Item #:

Unit Price: \$ 61.78

Line 13

Item ID: 1000134486

Marking, pavement, beaded, strip, white or yellow, 4 in., 6 in., 8 in., 12 in., 16 in., 24 in., all lengths, .125 mil. (Minimum)

Unit of Measure: SF

Vendor Item/Part #: 126-193

Manufacturer Item #:

Unit Price: \$ 2.18

Line 14

Item ID: 1000135447

Marker, pavement, raised reflective, one color, one way traffic

Unit of Measure: EA

Vendor Item/Part #: 126-194

Manufacturer Item #:

Unit Price: \$ 0.78

Line 15

Item ID: 1000135448

Marker, pavement, raised reflective, two color, one way traffic

Unit of Measure: EA

Vendor Item/Part #: 126-195

Manufacturer Item #:

Unit Price: \$ 0.78

Line 16

Item ID: 1000135449

Marker, pavement, raised reflective, one color two way traffic

Unit of Measure: EA

Vendor Item/Part #: 126-196

Manufacturer Item #:

Unit Price: \$ 0.78

Michael F. Perry by KJ
Digitally signed by Michael F. Perry
by KJ
DN: cn=Michael F. Perry by KJ,
o=Central Procurement Office,
ou=Department of General Services,
email=Kathy.X.Johnson@dc.gov, c=US
Date: 2019.01.17 14:12:21 -0500
APPROVED: _____
CHIEF PROCUREMENT OFFICER

Lanessa Munson
Digitally signed by Lanessa Munson
DN: cn=Lanessa Munson, o=Central
Procurement Office, ou=Department of
General Services,
email=Lanessa.Munson@dc.gov, c=US
Date: 2019.01.17 13:38:45 -0500
BY: _____
PURCHASING AGENT

DATE

 <h2 style="text-align: center;">GRANT AMENDMENT</h2>					
Agency Tracking # 40100-00619		Edison ID 57815		Contract # AERO-19-275-00	
Amendment # 1					
Contractor Legal Entity Name City of Morristown					Edison Vendor ID 4108
Amendment Purpose & Effect(s) Increase Funds					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 5/4/2022	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$ 35,000.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$47,500.00	\$0.00		\$2,500.00	\$50,000.00
2020	\$1,750.00	\$31,500.00		\$1,750.00	\$35,000.00
TOTAL:	\$49,250.00	\$31,500.00			\$85,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) TX00264937 – S/L		Account Code (optional) 71302			

ADDRESS: 1

LOCATION CODE: MAIN

**AMENDMENT ONE
OF GRANT CONTRACT
AERO-19-275-00**

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

1. The following is added as Grant Contract section A.4.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Three**, is incorporated in this Grant Contract.

2. Grant Contract Section B.1. Contract Period is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective on **May 5, 2019** ("Effective Date") and extend for a period of **thirty-six (36) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

3. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract section C.5. Invoice Requirements is deleted in its entirety and replaced with the following:

- 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.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

5. The following is added as Grant Contract section D.11.

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.

6. The following is added as Grant Contract section D.19.

D.#. 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.

7. The following is added as Grant Contract section E.4.

E.4. 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.

8. The following is added as Grant Contract section E.5.

E.5. Federal Equal Opportunity Clause for Federally Assisted Construction Contracts. 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.

9. The following is added as Grant Contract section E.6.

E.6. 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.

10. The following is added as Grant Contract section E.7.

E.7. 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:

1) 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.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

11. Grant Contract Attachment One is deleted in its entirety and replaced with the new attachment **Attachment One** attached hereto.
12. Grant Contract Attachment Two is deleted in its entirety and replaced with the new attachment **Attachment Two** attached hereto.
13. Grant Contract Attachment Three is deleted in its entirety and replaced with the new attachment **Attachment Three** attached hereto.
14. Grant Contract Attachment Four is deleted in its entirety and replaced with the new attachment **Attachment Four** attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective March 13, 2020. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0765-19

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

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

DATE

City of Morristown, Tennessee
5233 Old 11E Hwy.
Morristown, Tennessee 37816

ATTACHMENT ONE
PAGE ONE

2/15/2020

Michelle Frazier, Director
TDOT Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217

Re: Supplemental Funding Assistance for Security Card Reader System
32-555-0765-19

Dear Ms. Frazier,

City of Morristown, Tennessee hereby requests additional financial assistance from the Tennessee Department of Transportation in the amount of **\$35,000.00** for improvements at the Morristown Regional Airport in Morristown, Tennessee. The requested improvements include:

- Install security access system for automated gates via card system providing a higher level of access control for airport facilities.

The City of Morristown was awarded a \$50,000.00 grant for this project. Our Consultant, Michael Baker International, provided the Engineer's Estimate for the application. After design and bidding it has been determined that the award of the contract cannot be realized with current funding. The increase in unit price (bid tabulation provided) is due to the wireless data transmitting capabilities of the four units. Although the unit price is significant, this is a much more cost-effective option than a traditional system, which would require several thousand feet of trenching and conduit/cable installation.

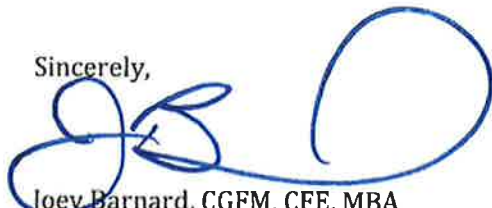
We have available the necessary funds for the local share of the proposed improvements.

Thank you for your consideration of this request. If you have questions, please contact Joey Barnard at 423-585-4614.

Please find our application within Black Cat Grants system.

If you have questions or need additional information, please contact us at 423-585-4614.

Sincerely,



Joey Barnard, CGFM, CFE, MBA
Assistant City Administrator

Cc: Chuck Hoskins

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

Airport: Moore-Murrell Field
Project Title: Security gate access card system
Project Description: Security gate access card system

ATTACHMENT ONE
PAGE TWO

UPIN: BCG0000802
Submitted By: Joey Barnard
Date Submitted: 2/5/2020 4:49:04PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Bid amount exceeds grant.

Estimated Cost:

Fiscal Year: 2,020
Federal: \$31,500
State: \$1,750
Local: \$1,750
Other:

Total: 100%

Matching Funds Available?: 1,750.00

Airport Sponsor Comments:

Consultant has negotiated and evaluated differing systems with low bidder and has determined the proposed system is best suited to meet the security needs of MOR.

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:



Date: 3/13/2020

TAC Signature:

Date:

City of Morristown

Incorporated 1855



3/15/2019

ATTACHMENT ONE

PAGE THREE

Michelle Frazier, Director
TDOT Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217

Re: Funding Assistance for Security Card Reader System

Dear Ms. Frazier,

City of Morristown, Tennessee hereby requests financial assistance from the Tennessee Department of Transportation in the amount of **\$50,000.00** for improvements at the Morristown Regional Airport in Morristown, Tennessee. The requested improvements include:

- Install security access system for automated gates via card system providing a higher level of access control for airport facilities.

We have available the necessary funds for the local share of the proposed improvements.

Thank you for your consideration of this request. If you have questions, please contact Joey Barnard at 423-585-4614.

Please find our application within Black Cat Grants system.

If you have questions or need additional information, please contact us at 423-585-4614.

Sincerely,

Joey Barnard, CGFM, CFE, MBA
Assistant City Administrator

Cc: Chuck Hoskins

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE

PAGE FOUR

Airport: Moore-Murrell Field
Project Title: Security gate access card system
Project Description: Security gate access card system

UPIN: BCG0000802
Submitted By: Joey Barnard
Date Submitted: 3/15/2019 3:25:58PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Retrofit existing key pads with a card reader system to provide adequate access control security and monitoring.

Estimated Cost:

Fiscal Year:	2,019	
Federal:	\$0	0.0%
State:	\$47,500	95.0%
Local:	\$2,500	5.0%
Other:	\$0	0.0%
Total:	\$50,000	100%

Matching Funds Available?: 2,500.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved: ✓

Rejected:

Moved:

PSR Signature:  Date: 4/5/2019

TAC Signature: _____ Date: _____

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-57
Federal award date	7/23/2019
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	5/5/2019
Grant contract's end date	5/4/2022
Amount of federal funds obligated by this grant contract	\$31,500
Total amount of Federal Funds Obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/19-6/20) from ALL agencies)	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,982,472
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
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)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 32-555-0765-19.

Any questions please contact your Program Monitor, Ryan Traversa, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Morristown: Security Gate Access Card System				AERO-19-275-01
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 5/5/2019		END: 5/4/2022		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$80,750.00	\$4,250.00	\$85,000.00
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 ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$80,750.00	\$4,250.00	\$85,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Security Gate Access Card System	\$85,000.00
TOTAL	\$85,000.00

Matched TAD Project # 32-555-0765-19

Project Breakdown: \$47,500.00 95% State \$2,500.00 5% Local
TX00264937

Amendment 1:	\$31,500.00	90% Federal # 57 NPE
TX00	\$ 1,750.00	5% State
	<u>\$ 1,750.00</u>	5% Local
	\$35,000.00	100%

Grant Total: \$85,000.00

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 **Grantee Legal Entity Name** a parent? Yes ☒ No ☐

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

Is **Grantee Legal Entity Name** 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
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: 100 West First North Street

Phone number: 423.585.464

Email address: j.barnard@my.morristown.com

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

**AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MORRISTOWN
And
MICHAEL BAKER INTERNATIONAL, INC.**

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

WHEREAS, OWNER has selected ENGINEER in accordance with all applicable laws, regulations, and policies, hereby retains ENGINEER to provide Professional Services in connection with the **EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT – CONSTRUCTION SERVICES** (Project).

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

I. SCOPE OF SERVICES

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

II. PAYMENT OF SERVICES

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

Task 1: Basic Services – Not to Exceed Amount	\$85,000.00
Task 2: Special Services – Not to Exceed Amount	\$10,000.00

TOTAL NOT TO EXCEED COMPENSATION \$95,000.00

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

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

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

C. Invoices:

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

D. Payments:

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

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

III. MISCELLANEOUS PROVISIONS

- A. Extra Work: It is mutually understood and agreed that OWNER will compensate ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, when such revisions are due to causes beyond ENGINEER's control and when requested or authorized by OWNER. Compensation for such extra work when authorized by OWNER shall be in accordance with Section II.

IV. OWNERSHIP AND REUSE OF DOCUMENTS

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

V. RESPONSIBILITY OF THE ENGINEER

- A. OWNER understands that ENGINEER is rendering personal services under this Agreement and that ENGINEER cannot and does not warrant or guaranty that those services will be rendered perfectly or without error. OWNER agrees that each of the obligations of this Agreement are not warranties or guaranty of any kind, and that nothing ENGINEER does or advises shall be construed as a warranty or guaranty of any kind. Services provided by ENGINEER under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without additional compensation. It is understood and agreed between the parties hereto that neither party shall be in any event be liable for loss of profit, loss of business, or other indirect or consequential damages unless otherwise covered by insurance required elsewhere in this instrument.

- C. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

VI. SUBCONTRACTS

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

VII. TERMINATION

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

IX. REMEDIES

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

X. AUDIT: ACCESS TO RECORDS

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

XI. INSURANCE

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

XII. CIVIL RIGHTS ASSURANCE

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

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

means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, ENGINEER may request OWNER and/or the United States to enter into such litigation to protect interests of the United States.

XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

XIV. OWNER'S RESPONSIBILITY

OWNER shall:

- A. Provide all criteria and full information as to OWNERS requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.
- B. Assist ENGINEER by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Furnish to ENGINEER upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in OWNER's possession prepared by OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.
- D. Assist in arranging access to and make all reasonable provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate

and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of Section XIV.

XV. MAILING ADDRESSES

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

Primary contact:

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

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

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

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

XVI. LIABILITY

ENGINEER agrees to indemnify and hold OWNER, its directors, employees and agents harmless against all losses, damages, costs, expenses, including reasonable attorneys fees, and liabilities, which OWNER incurs as a result of any third party claim against OWNER for damages arising from

ENGINEER's work performed under this Agreement that were caused by ENGINEER's negligent acts or omissions.

XVII. CONSEQUENTIAL DAMAGES

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

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

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

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

OWNER:

ENGINEER:

THE CITY OF MORRISTOWN

MICHAEL BAKER INTERNATIONAL,
INC.

BY: _____
Anthony Cox

BY: _____
Quintin Watkins

TITLE: City Administrator

TITLE: Vice President

DATE: _____

DATE: _____

EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT – CONSTRUCTION SERVICES
ATTACHMENT A – PROJECT UNDERSTANDING

Project Understanding

Based on the information provided, Michael Baker International (ENGINEER) proposes the following general Scope of Services, Fee and Schedule for the East TN Progress Center Site 12 Development – Construction Services project in the City of Morristown (OWNER). The proposed work will include construction phase services for an 85 +/- acre industrial site development project.

The ENGINEER will provide the primary construction phase services, including the conducting and documenting of a pre-construction conference with the Contractor and OWNER, review submittals for products and materials to be incorporated into the project, review and provide recommendations for payments to the Contractor, conduct periodic site visits during construction as well as provide onsite inspection, participate in final inspection, and provide coordination and assistance for project closeout.

Task 1 – Basic Services

Task 1.1 - Project Coordination

Provide oversight of all phases of the construction process including progress and inspection reports, prepare construction progress meeting agendas and meeting minutes, grant management assistance and reporting.

Task 1.2 – Site Inspection

Site Resident Project Representative (RPR) will be onsite during construction activities. Periodic site visits by other ENGINEER representatives.

Task 1.3 – Construction Administration

Schedule and prepare construction progress meeting agendas and minutes, facilitate Contractor pay application reviews and approvals, plan revisions due to field adjustments, prepare contract Change Orders and any other project documentation that facilitates the completion of work.

Task 1.4 – Project/Grant Closeout

Coordination assistance, document preparation and submission, and closeout package preparation.

Task 1 Deliverables

- a. Daily Inspection Reports
- b. Construction progress meeting agendas and meeting minutes
- c. Plan revisions as required
- d. Contractor pay application review spreadsheets
- e. Closeout document package

Task 2 - Special Services

Task 2.1 - Quality Assurance Testing Services

Soil sampling, laboratory analysis, excavation recommendations, and quality assurance testing and testing reports as needed to successfully complete the project.

EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT – CONSTRUCTION SERVICES
ATTACHMENT A – PROJECT UNDERSTANDING

Task 2 Deliverables

- a. Soils testing reports
- b. Recommendations due to site variations

Fee and Expenses

Not to Exceed amounts as shown in the Agreement.

ATTACHMENT B
BILLING RATES

CONFIDENTIAL

SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$184.00
Project Manager	\$145.00
Senior Engineer/Architect/Planner/Environmental	\$128.00
Engineer/Architect/Planner/Environmental	\$107.00
Resident Project Representative	\$102.00
SR. CADD Technician/Designer	\$100.00
CADD Technician	\$ 72.00
Technical Assistant (Clerical)	\$ 65.00

***NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 1st, 2020 at a minimum. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.

REIMBURSABLE EXPENSES

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

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

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus five percent (5%).

CONSTRUCTION VEHICLES

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



Morristown City Council Agenda Item Summary

Date: April 16, 2020

Agenda Item: Approval to Confirm Emergency Purchase of Necessary Information Technology Hardware and Engineering Support

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Approval of Emergency Purchase

Background/History: During early hours on Monday, April 13, 2020, the City of Morristown sustained significant water damage to information technology hardware. This damage was attributed to a tear in the roofing material above the IT room. The tear is believed to be correlated with the current on-going roofing project. The tear allowed water to penetrate the IT room that houses multiple servers. The servers are considered necessary and essential to overall operations. City staff and IT consultant were able to provide stopgap measures to allow operations to function. However, damage has occurred to hardware. Some of the damage is known and some of the damage to the hardware is unknown. Due to the fact that the equipment is essential to all City operations, the City moved forward in procuring necessary hardware as an emergency purchase under *Tennessee Code Annotated*, Section 3-56-304(3). Thus, the items were not bid. However, three quotes were obtained to ensure prices were competitive.

Financial Impact: The known expenditures for the needed hardware and additional engineering support is \$64,914.78. Funding for these necessary and unforeseen expenditures will come from insurance proceeds.

Action options/Recommendations: Subsequent approval is sought to confirm the purchase of necessary hardware and engineering support.

Attachments: Quote



ITdecisions

3200 Hanover Road - Johnson City, TN 37604
(p) 423-282-0802 - (f) 423-282-0802
<http://www.itdec.com>

QUOTE

Number **ITDQ16976**

Date **Apr 14, 2020**

Bill To

City of Morristown
Anthony Lawrence
100 W 1st North St.
Morristown, TN 37814
United States

Phone (423) 585-4616
Fax

Ship To

City of Morristown
Anthony Lawrence
100 W 1st North St.
Morristown, TN 37814
United States

Phone (423) 585-4616
Fax

Prepared By

Doug Sluder
423-282-0802
dsluder@itdec.com

Terms		P.O. Number	Description		
NET20			Server Equipment		
Line	Description	Qty	Unit Price	Ext. Price	
1	HPE ProLiant DL380 G10 2U Rack Server - 1 x Xeon Gold 5218 - HDD SSD - Serial ATA/600, 12Gb/s SAS Controller - 2 Processor Support - 16 MB Graphic Card - Gigabit Ethernet - 8 x SFF Bay(s) - Yes - 1 x 800 W - Intel Optane Memory Ready	6	\$3,096.82	\$18,580.92	
2	HPE SmartMemory 16GB DDR4 SDRAM Memory Module - For Server - 16 GB (1 x 16 GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - CL21 - 1.20 V - Registered - 288-pin - DIMM	8	\$162.99	\$1,303.92	
3	HPE SmartMemory 32GB DDR4 SDRAM Memory Module - For Server - 32 GB (1 x 32 GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - CL21 - 1.20 V - Registered - 288-pin - DIMM	15	\$344.59	\$5,168.85	
4	HPE 480 GB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Mixed Use - Server Device Supported - 3 Year Warranty	12	\$241.09	\$2,893.08	
5	HPE 2.40 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty	6	\$508.55	\$3,051.30	
6	HPE 1.20 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty	30	\$292.02	\$8,760.60	
7	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 1400 W - 230 V AC	6	\$286.59	\$1,719.54	
8	HPE Integrated Lights-Out Advanced Plus 1 Year 24x7 Support and Updates - Subscription License - 1 Server - Standard - Electronic	6	\$226.79	\$1,360.74	
9	SubTotal			\$42,838.95	
10	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R	2	\$1,362.65	\$2,725.30	
11	APC Smart-UPS X 1500 VA Tower/Rack Mountable UPS - 1500VA/1200W - 5.8 Minute Full Load - 8 x NEMA 5-15R	4	\$760.08	\$3,040.32	
12	SubTotal			\$5,765.62	
13	QNAP Turbo NAS TS-873U-RP SAN/NAS Storage System - AMD R-Series RX-421ND Quad-core (4 Core) 2.10 GHz - 8 x HDD Supported - 8 x SSD Supported - 8 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported 0, 1, 5, 6, 10, 5+Spare, 6+Spare, 10+Spare, JBOD - 8 x Total Bays - 8 x 2.5"/3.5" Bay - 2 x Total Slot(s) - 10 Gigabit Ethernet - 6 USB Port(s) - 4 USB 2.0 Port(s) - 2 USB 3.0 Port(s) - Network (RJ-45) - QTS 4.3 - DNS, Telnet, DLNA, AFP 3.3, IPv6, FTPS, WEBDAV, SSL/TLS, AFP, CIFS, Bonjo	3	\$2,542.48	\$7,627.44	
14	Seagate IronWolf ST6000VN0033 6 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - 7200rpm - 256 MB Buffer - 3 Year Warranty	24	\$173.76	\$4,170.24	
15	SubTotal			\$11,797.68	
16	HPE 2530-48G Switch - 48 Ports - Manageable - 2 Layer Supported - Twisted Pair - 1U High - Desktop, Rack-mountable, Wall Mountable - Lifetime Limited Warranty	1	\$892.53	\$892.53	
17	SubTotal			\$892.53	
18	IT Decisions - Engineering	24	\$130.00	\$3,120.00	
19	SubTotal			\$3,120.00	
20	Optional Next Day Shipping for QNAP Parts	1	\$500.00	\$500.00	

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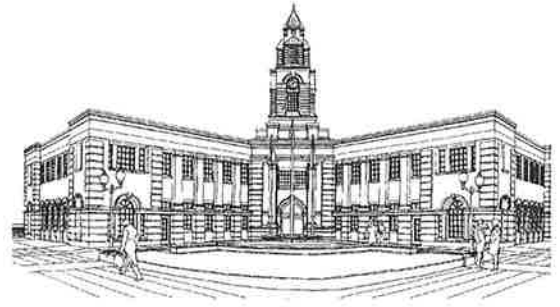
[Return to Agenda](#)

Line	Description	Qty	Unit Price	Ext. Price
			SubTotal	\$64,914.78
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$64,914.78

These prices may NOT include all applicable taxes, insurance, shipping, installation fees, cables, cabling services, or other materials unless specifically listed above.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: April 14, 2020

Re: Confirmation of Suspension

I am requesting confirmation of a one-day (12 hour) suspension of a patrol officer for violation of MPD General Order 200.05B.

Thank you.

RDO/mj