

WORK SESSION
January 21, 2020
4:00 p.m.

1. Agenda Review

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

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Ryan Croft, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. January 7, 2020

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution to Authorize Cooperative Purchasing Agreements for the Use and Benefit of all City Departments.

2. Resolution No. _____
Authorizing the Application for the 2020 Federally Funded Home Grant for Housing Rehabilitation for Low Income Households.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to Amend Ordinance Number 3633, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2019-2020 for the Brights Pike Bridge Project and the Multi-Modal Access Grant Project.
{Public Hearing Date February 4, 2020}

9-c. Awarding of Bids/Contracts

1. Approval of Contract with Michael Baker International, Inc. in the amount of \$122,000 to provide Professional Services for the Multi-Modal Access Grant – Sidewalk Improvements Project.
2. Approval of Contract with LDA Engineering in the amount of \$148,500 to provide Design and Bidding Services for the replacement of the bridge over Spring Creek at Brights Pike.
3. Approval of Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of one (1) Promotion to Captain, Morristown Fire Department.
2. Approval of two (2) Promotions to Lieutenant, Morristown Fire Department.
3. Approval of two (2) Promotions to Driver, Morristown Fire Department.
4. Approval of four (4) Promotions to Entry Level Firefighter, Morristown Fire Department.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

January 20, 2020	Monday		City Employee's Holiday - Martin Luther King Day
January 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 4, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
February 4, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 4, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 18, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
March 3, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
April 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 10, 2020	Friday		City Employee's Holiday – Good Friday
April 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
January 21, 2020****1. Rebranding/Website**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
January 7, 2020**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, January 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.

Reverend Mike Cutshaw, Chaplain, Morristown Fire Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the December 17, 2019 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3647; No one spoke.

Councilmember Smith made a motion to approve Ordinance 3647 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3647

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. {Portion of Dice Street public right-of-way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}

Councilmember Senter made a motion to approve Change Order #2 for the Morristown City Center Plaza Garage Project reducing the contract amount by \$129,411.29 and extending the completion date by 34 days to January 22, 2020. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order #4 for the Freddie Kyle Greenway in the amount of \$35,177.77 for drainage repair and to increase the time of contract by 45 days. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the contract with Tennessee Drug and Alcohol Center, Inc. (TDAC) to provide employee drug testing for the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the contract with Foothills NetCom Inc. to provide phone support for City of Morristown Buildings. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the agreement with Walters State Community College for the use of the City of Morristown’s Shooting Range. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the contract with East Tennessee Turf & Landscape in the amount of \$56,327 for the Forestry Grant Project. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the Memorandum of Agreement with the Federal Aviation Administration for Use of NAVAID Facilities at the Morristown Regional Airport. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney appointed the following Councilmembers to the 2020 Finance Committee: Chair, Kay Senter, Al A’Hearn and Ken Smith

Councilmember Bivens made a motion to approve the Inspection and Maintenance Agreement (I&M) with Atmos Energy Corporation, a Texas and Virginia Corporation. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney recessed the meeting for an Executive Session at 5:13 p.m.

Mayor Chesney called the meeting back to order at 5:39 p.m.

City Administrator Anthony Cox presented on the FY 2018/2019 Consolidated Annual Plan Evaluation and Review (CAPER). Accomplishments included emergency homeowner rehabilitation, downtown façade improvements, city park improvements and homeless programs.

Mayor Gary Chesney adjourned the January 7, 2020 Morristown City Council meeting at 5:43 p.m.

Mayor

Attest:

City Administrator

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS
FOR THE USE AND BENEFIT OF ALL CITY DEPARTMENTS**

WHEREAS, Tennessee Code Annotated (TCA) §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Tennessee state law was amended at the request of the Tennessee Association of Public Purchasing and the Tennessee Municipal League for all Tennessee municipalities to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

WHEREAS, Tennessee Code Annotated, Section 12-3-1205, states as follows:

- (1) Notwithstanding any other law to the contrary, any municipality county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

WHEREAS, The City of Morristown desires to take advantage of this law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Morristown, Tennessee, assembled in Regular Session, this 21st day of January, 2020 shall hereby agree to the terms of the law and authorize the use of the following master cooperative purchasing agreements whose membership is voluntary and of no cost to the city as per attached exhibit:

- 1) National Intergovernmental Purchasing Alliance Company; d/b/a: Omnia Partners, Public Sector, formerly U.S. Communities. *(See Exhibit 1)*

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 21st day of January 2020.

Anthony Cox, City Administrator

Date

RESOLUTION NO. _____
AUTHORIZING THE APPLICATION FOR THE 2020 FEDERALLY
FUNDED HOME GRANT FOR HOUSING REHABILITATION FOR
LOW INCOME HOUSEHOLDS

WHEREAS the City Council of Morristown recognizes the need for housing rehabilitation for low income residents residing within the city; and

WHEREAS the City Council of Morristown desires to provide housing rehabilitation services to these residents; and

WHEREAS the City Council of Morristown understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

NOW THEREFORE BE IT RESOLVED, that the City Council of Morristown does hereby authorize the Mayor of Morristown to file an application for 2020 HOME funds with Tennessee Housing Development Agency (THDA) not to exceed \$500,000.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

Adopted and approved this 21st day of January 2020

Gary Chesney, Mayor

ATTEST:

Anthony W. Cox, City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: **3633.01**

TO AMEND ORDINANCE NUMBER 3633, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2019-2020 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$175,500; NECESSARY FOR THE COSTS OF ENGINEERING RELATING TO THE BRIGHTS PIKE BRIDGE PROJECT, (THIS BRIDGE WAS CHOSEN THROUGH THE IMPROVE ACT / HIGH PRIORITY BRIDGE REPLACEMENT PROGRAM ADMINISTERED THROUGH TENNESSEE DEPARTMENT OF TRANSPORTATION); AND THE COSTS FOR ENGINEERING RELATING TO THE MULTI-MODAL ACCESS GRANT PROJECT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3633 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2019-2020 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27100	Unassigned Fund Balance		\$ 149,850		
General (#110)	Revenue	110-41800-399	ST of TN TDOT - Streets	\$25,650			
General (#110)	Engineering	110-41800-399	Other Contracted Services			\$ 148,500	
General (#110)	Public Works Sidewalks	110-43180-399	Other Contracted Services			\$ 27,000	
			Totals	\$ 25,650	\$ 149,850	\$ 175,500	\$ -

PASSED ON FIRST READING THIS 21st Day of January 2020

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS 4th Day of February 2020

ATTEST: _____

Mayor
City Administrator

**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 **SIDEWALK IMPROVEMENTS** (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.

Fee and Expenses

Task 1 - Project Coordination, Conceptual Engineering, Environmental Documentation (NEPA Phase)	\$95,000.00
Task 2 - Design and Permitting Services (Design Phase)	\$27,000.00
Total:	<u>\$122,000.00</u>

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

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

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

C. Invoices:

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

D. Payments:

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

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

III. MISCELLANEOUS PROVISIONS

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

IV. OWNERSHIP AND REUSE OF DOCUMENTS

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

V. RESPONSIBILITY OF THE ENGINEER

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

under similar circumstances. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without additional compensation. It is understood and agreed between the parties hereto that neither party shall be in any event be liable for loss of profit, loss of business, or other indirect or consequential damages unless otherwise covered by insurance required elsewhere in this instrument.

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

VI. SUBCONTRACTS

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

VII. TERMINATION

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

- D. If either party terminates this Agreement, ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by OWNER of the completed phase shall be considered full compensation due ENGINEER.

IX. REMEDIES

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

X. AUDIT: ACCESS TO RECORDS

- A. ENGINEER shall maintain books; records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. OWNER, TDOT, 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 or TDOT 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 TDOT 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 or TDOT 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 or TDOT 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 DOT-assisted contracts.

XIV. OWNER'S RESPONSIBILITY

OWNER shall:

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

appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.

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

XV. MAILING ADDRESSES

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

Primary contact:

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

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

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

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

XVI. LIABILITY

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

XVII. CONSEQUENTIAL DAMAGES

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

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

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

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

OWNER:

ENGINEER:

THE CITY OF MORRISTOWN

MICHAEL BAKER INTERNATIONAL,
INC.

BY: _____
Anthony Cox

BY: _____
Thomas Montgomery

TITLE: City Administrator

TITLE: Vice President

DATE: _____

DATE: _____

CITY OF MORRISTOWN
SIDEWALK IMPROVEMENTS PROJECT
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 SR-34 Sidewalk Improvements project in the City of Morristown (OWNER).

The first project is along West Andrew Johnson Highway (US 25E/SR 34) beginning at the east side of Merchants Greene Boulevard then going east along the south side of SR34 in front of the Home Trust Bank for a distance of 300 feet. The project will skip 450 feet of existing sidewalk in front of the strip center to begin again at S. Bellwood Road. The route will continue along the south side of West Andrew Johnson Highway for 3240 feet crossing a drainageway at 879 feet and another drainage area with injection well at 1730 feet. This new sidewalk will connect to the existing curb and gutter sidewalk section at Manley Baptist Church. This connection may require additional curb and gutter sidewalk section and drainage revisions to enable the connection to meet ADA guidelines.

The proposed work along this section will include installing new sidewalk, drainage modifications as necessary, curb ramps where required and to install crosswalk striping to bring sidewalks into ADA compliance. It is proposed to survey a 50-foot corridor along this routing to provide adequate topographic information to analyze grades and potential drainage requirements.

The second project is along the south side of East Morris Boulevard (SR 34) beginning at the ramp on the east side of the mall entrance opposite South Haun Drive and going east along the southern right-of-way to 40 feet east of the second mall entrance opposite Terrace Lane, approximately 1140 feet. The proposed work will include removing the existing sidewalk strips and installing new 5-foot sidewalk abutting the back of the existing curb and gutter. Curb ramps, crosswalk striping, and pedestrian signals will be installed as necessary to bring sidewalks into ADA compliance. Survey work for this section will require an approximate 50-foot corridor from the south pavement edge to the southern right-of-way or top of bank.

Other services to be provided include contract administration, survey of proposed improvement area, design of improvements, environmental (NEPA) coordination, utility coordination, support services including Tennessee Department of Transportation (TDOT) required public hearings, and right-of-way/easement acquisition.

The ENGINEER will oversee all phases of the project excluding services defined as CEI by TDOT; prepare status reports on a monthly basis which include the schedule of critical path activities, funding summary relative to TDOT funding levels at each phase including consultant activities, notice of any issues that could threaten project budget, and writing recommendations for City Council actions as well as drafting all change orders and work orders that are necessary to execute the project design.

All services will be performed in accordance with the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

CITY OF MORRISTOWN
SIDEWALK IMPROVEMENTS PROJECT
ATTACHMENT A - PROJECT UNDERSTANDING

Task 1 – Project Coordination, Conceptual Engineering, Environmental Documentation (NEPA Phase)

Task 1.1 - Project Coordination

Provide oversight of all phases, prepare monthly reports, prepare progress status meeting agendas and meeting minutes, funding status reviews and reports and other items necessary for project design.

Task 1.2 - Site Survey

Ground survey for construction project. Survey consists of a corridor 50' wide along the project routing. Survey to meet TDOT standards and shall be tied to the Tennessee Geodetic Reference Network.

Task 1.3 - Preliminary Plans Design

TDOT "Design Guidelines" will be followed for design. Plans will be prepared based on the Project Understanding. Design will be completed to a 30% level to submit for review and use in preparing the NEPA document.

Task 1.4 - NEPA Document

ENGINEER will contact the TDOT Environmental Division to determine what level of documentation and assessment will be required for environmental clearance. Initial assumption is this will fall under a type of Categorical Exclusion (CE). A NEPA Document will be prepared for the project including coordinating and submitting letters to appropriate agencies for compliance. The "TDOT Local Government Guidelines for Completing the NEPA Process - D List, C List, and Programmatic Categorical Exclusions" will be used for reference. Initial fee budget based on effort to achieve minimal level required to meet environmental clearance. Scope and fee are subject to revisions depending on the level of documentation and assessment TDOT requires.

Task 1 Deliverables

- a. Draft and Final NEPA Document for TDOT review.
- b. Preliminary Design 30% submittal to TDOT and OWNER for review.
- c. Meeting agendas, meeting minutes and action items.
- d. Monthly status reports.

CITY OF MORRISTOWN
SIDEWALK IMPROVEMENTS PROJECT
ATTACHMENT A - PROJECT UNDERSTANDING

Task 2 - Design and Permitting Services (Design Phase)

Task 2.1 - Design

Finalize Preliminary Plans into and submit to TDOT and OWNER for review and comments. Prepare Right-of-Way plans and hold a ROW field review. Receive comments and incorporate into plans. Finalize ROW Plans and submit to TDOT and OWNER. Prepare Construction Plans. Submit plans for Construction Field Review and incorporate agreed upon revisions. Final plans will be submitted to TDEC for permitting. The ENGINEER will prepare an Engineer's Opinion of Probable cost. Contract documents for the execution of the construction contract will be prepared.

Task 2.2 - Utility Coordination

Based on the proposed routing, plans will be coordinated with the utility owners for interference or conflict issues.

Task 2 Deliverables

- a. Preliminary Plans package.
- b. R.O.W Plans package.
- c. Construction Plans package.
- d. Permitting Documents to TDEC and other permitting agencies as required.
- e. Final Engineer's Opinion of Probable cost

Fee and Expenses

Task 1 - Project Coordination, Conceptual Engineering, Environmental Documentation (NEPA Phase)	\$95,000.00
Task 2 - Design and Permitting Services (Design Phase)	\$27,000.00
Total:	\$122,000.00

ATTACHMENT B
BILLING RATES

CONFIDENTIAL

SCHEDULE OF FEES

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

***NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until November 1st, 2020 at a minimum. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

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

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

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

CONSTRUCTION VEHICLES

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

EXHIBIT A

INSURANCE:

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

XI INSURANCE

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

1. By Engineer

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

2. By Owner

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

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

c. General Liability –

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

d. Excess Umbrella Liability –

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

e. Automobile Liability –

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

B. Additional Insureds

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

C. Workers' Compensation

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



Morristown City Council Agenda Item Summary

Date: 1-21-20

Agenda Item:

Prepared by: Larry Clark

Subject: Brights Pike Bridge Project

Background / History: TDOT does semi-annual inspections to all bridges and they have identified this bridge needs to be improved. Application to TDOT was approved by Council in summer of 2019.

Findings / Current Activity: LD&A was chosen for engineer services for this project since it is like Vantage View.

Financial Impact: \$200,000 grant from TDOT on construction. Design will be funded locally.

Action options / Recommendations: Approval of LD&A for engineering/CEI services for the project.

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Attachments: Contract



LDA ENGINEERING

December 31, 2019

Tony Cox
City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Brights Pike Bridge Replacement
Morristown, Hamblen County, Tennessee

Mr. Cox

LDA Engineering appreciates the opportunity to provide you with a proposal for design, bidding and CEI services for the referenced project in conjunction with approved Engineers Joint Contract Documents Committee (EJCDC) contract dated July 2018.

The project will include design drawings/technical specifications and bidding services for the replacement of the bridge over Spring Creek at Brights Pike. This project will be designed to comply with the requirements of the TDOT Bridge Grant program.

Proposed services include:

- Site surveying;
- NEPA Clearance (if required);
- Hydrologic analysis to size the bridge;
- Preparation of construction documents consisting of plans and bid book prepared per TDOT requirements;
- Permitting to include a TDEC Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP) and a general ARAP;
- Geotechnical investigation of the proposed bridge site;
- CEI services for an anticipated project duration of 180 days.

Also, the bidding services include rendering assistance in obtaining bids, answer contractor/vendor questions, prepare any necessary addendums, attend bid opening, make an analysis of the bids received, make recommendations on awards of the contract, render assistance in award of the contract and assembly of the contract.

We would appreciate your consideration of the following fees to be provided on an hourly basis with not-to exceed budgets for the site survey, site analysis, hydrology analysis, design, permitting, geotechnical and bidding services:

1.	Site Survey:	\$ 4,500
2.	NEPA Clearance (if required):	\$10,000
3.	Hydrology Analysis:	\$ 5,000
4.	Design Services:	\$45,000
5.	Permitting:	\$ 7,500

110 Tyson Boulevard, Suite 200, Alcoa, TN 37701 ■ Phone: (865) 573-7672 ■ LDAEngineering.com

[Return to Agenda](#)

6.	Geotechnical:	\$ 7,500
7.	Bidding Services:	\$ 5,500
8.	CEI Services based on 180 day project:	<u>\$63,500</u>

TOTAL \$148,500

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Geotechnical Engineering and/or Environmental Permitting, other than that included above;
- Utility(ies) relocation and/or off-site utility design;
- No-rise certification, CLOMR or LOMR;
- Landscape and Irrigation plans;
- Boundary Surveying and Deed/Title Research;
- Structural Design for retaining walls and/or bridge design (proposed bridge to be standard TDOT box or slab bridge);
- Permits, other than those indicated above;
- Application and/or Permit Fees;
- Other items not outlined in Porposed Services.

We are prepared to begin the design services immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,



Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____

EXHIBIT 1

OMNIA

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

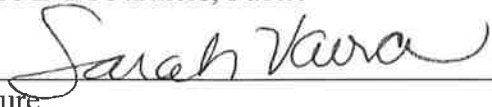
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**
d/b/a OMNIA Partners, Public Sector

_____ Authorized Signature	 _____ Signature
_____ Name	Sarah E. Vavra _____ Name
_____ Title and Agency Name	Sr. Vice President, Public Sector Contracting _____ Title
_____ Date	_____ Date

MEMO

To: Mayor and Council

From: Bill Honeycutt, Fire Chief

Date: January 14, 2020

RE: PROMOTIONS and HIRING

I'm requesting Council's appointment of qualified candidates to fill current vacancies at the following ranks:

- **Captain** (1 *appointment*)
- **Lieutenant** (2 *appointments*),
- **Driver** (2 *appointments*)
- **Entry Level Firefighter** (4 *appointments*)

The appointments are necessary due to a lateral transfer at Captain's rank, retirements at Lieutenant and a firefighter's resignation. I've included copies of pertinent Civil Service Rosters as part of your meeting packet.

As always, I'm prepared to make recommendations at each position.

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - CAPTAIN

UPDATED ON APRIL 9, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Rob Croxdale	1/31/2021
2	Kevin Jarnigan	1/31/2021
3	Tom Ucciardi	1/31/2021
4	Allen Epps	1/31/2021
5	Tim Carpenter	1/31/2021
6	Darrell Hodge	1/31/2021
7	Greg Williams	1/31/2020
8	Charles Collins	1/31/2021

For the Civil Service Board


Lee Parker, Chairman

CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER – LIEUTENANT

UPDATED ON NOVEMBER 12, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jonathan Benfield	1/31/21
2	Doyle Whitmill	1/31/21
3	Nathan Atkins	1/31/20
4	Doug Allison	1/31/21
5	Brian Wallace	1/31/21
6	Brandon Snyder	1/31/21
7	Paul Bean	1/31/20
8	David Smith	1/31/21
9	Harold Shults	1/31/20
10	Matthew Brooks	1/31/21
11	Terry Click	1/31/20

For the Civil Service Board



Lee Parker, Chairman

CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER – DRIVER

UPDATED ON NOVEMBER 12, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jason Hill	1/31/21
2	Steven Keller	1/31/21
3	Sean West	1/31/21
4	Jeramy Shope	1/31/21
5	Michael Bowlin	1/31/21
6	Brian Williams	1/31/21
7	Brad Cooper	1/31/21
8	Zachary Kilby	1/31/21
9	Steven Cooper	1/31/21

For the Civil Service Board



Lee Parker, Chairman

FIRE DEPARTMENT ENTRY LEVEL ROSTER

Revised on November 27, 2019 to Reflect Recent **Testing**, Hiring and/or Corrections

RANK AND NAME	EXPIRES
1 Wendi Franklin	11/30/2020
2 Carlos Martinez	11/30/2020
3 Scott Dobbins	11/30/2020
4 Andrew Nordan	11/30/2020
5 Andrew Copsey	11/30/2020
6 Derek Hurst	11/30/2020
7 Andrew Ruthven	11/30/2020
8 James McDaniel	11/30/2020
9 Jeremy Garrett	11/30/2020
10 Justin Costner	11/30/2020
11 Nathan Johnson	11/30/2020
12 Andrew Houk	11/30/2020
13 Nathan Hensley	11/30/2020
14 Roger Vandergriff	11/30/2020
14 Michael Murray	11/30/2020
16 Jeremy Johnson	11/30/2020
17 Joshua Pierce	11/30/2020
18 Joseph Cate	11/30/2020
19 Scott Crawford	11/30/2020
20 Caleb Foster	11/30/2020
21 Caleb Bullington	11/30/2020
22 Kelly Gibson	11/30/2020
23 Kenneth Hodson	11/30/2020
24 Matthew Horne	11/30/2020
25 Bryce Malone	11/30/2020

For the Civil Service Board


Lee Parker, Chairman